

**AGREEMENT**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

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

**FOR FISCAL YEARS**

**~~2019—2020~~, ~~2020~~2 – ~~2021~~3, and ~~2021~~3 – ~~2022~~4**

## TABLE OF CONTENTS

<b>ARTICLE I: REPRESENTATION</b> .....	<b>2</b>
<b>I.A. RECOGNITION</b> .....	<b>2</b>
1. Successor Representation .....	2
2. Unit Assignment Resolution .....	2
<b>I.B. NO WORK STOPPAGES</b> .....	<b>2</b>
<b>I.C. MANAGEMENT RIGHTS</b> .....	<b>2</b>
<b>I.D. UNION/CITY COMMITTEES</b> .....	<b>3</b>
1. Union/City Relations Committee .....	3
2. City and Union Committee on Diversity, Equity, and Inclusion .....	3
3. Internal Placement Committee .....	4
<b>I.E. GRIEVANCE PROCEDURES</b> .....	<b>5</b>
1. Definition .....	5
2. Time Limits .....	5
3. Grievance Description .....	6
4. Steps of the Procedure .....	6
5. Expedited Arbitration .....	8
6. Non-Expedited Arbitration .....	8
7. Authority of the Arbitrator .....	9
8. Fees and Expenses of Arbitrator .....	9
9. Hearing Dates and Date of Award .....	10
<b>I.F. OFFICIAL REPRESENTATIVES AND STEWARDS</b> .....	<b>10</b>
1. Official Representatives .....	10
2. Stewards .....	11
<b>I.G. UNION LEAVE</b> .....	<b>11</b>
<b>I.H. UNION SECURITY</b> .....	<b>12</b>
1. Authorization for Deductions .....	12
2. Indemnification .....	13
<b>I.I. UNION ACCESS</b> .....	<b>14</b>
<b>I.J. NEW HIRES</b> .....	<b>14</b>
<b>I.K. ADDITIONAL DATA</b> .....	<b>15</b>
<b>ARTICLE II: EMPLOYMENT CONDITIONS</b> .....	<b>16</b>
<b>II.A. NON-DISCRIMINATION</b> .....	<b>16</b>
<b>II.B. PROBATIONARY PERIOD</b> .....	<b>17</b>
<b>II.C. PROFESSIONAL STANDARDS</b> .....	<b>17</b>
<b>II.D. REASONABLE ACCOMMODATIONS</b> .....	<b>18</b>
<b>II.E. SUBCONTRACTING OF WORK</b> .....	<b>18</b>
1. "Prop J." Contracts .....	18
2. Personal Services Contracts .....	18
<b>II.F. EMPLOYEE REASSIGNMENTS</b> .....	<b>19</b>
<b>II.G. WORKFORCE REDUCTION</b> .....	<b>20</b>
1. Obligation to Meet & Confer on Employee Workloads .....	20
2. Advance Notice of Pending Layoffs .....	20
3. Layoff Procedures .....	20

<b>II.H. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES .....</b>	<b>21</b>
<b>II.I. CREDIT FOR TIME SERVED IN TEMPORARY POSITION WHILE ON LAYOFF FROM PERMANENT POSITION.....</b>	<b>21</b>
<b>II.J. RELEASE OF CATEGORY 18 EMPLOYEES.....</b>	<b>21</b>
<b>II.K. TRAVEL REIMBURSEMENT .....</b>	<b>23</b>
1. Municipal Railway.....	23
2. Automobile Allowances .....	23
3. Mileage Allowance .....	24
4. Reimbursement of Required Business-Related Travel Expenses .....	24
<b>II.L. PARKING PLACARDS FOR CALIFORNIA CHILDREN SERVICES REHABILITATION PROFESSIONALS .....</b>	<b>24</b>
<b>II.M. PARKING FACILITIES .....</b>	<b>25</b>
<b>II.N. CELL PHONE USAGE FOR REHABILITATION PROFESSIONALS.....</b>	<b>25</b>
<b>II.O. PERSONNEL FILES .....</b>	<b>25</b>
<b>II.P. DISCIPLINE .....</b>	<b>26</b>
<b>II.Q. PUC/CIP “PROJECT LABOR AGREEMENT” .....</b>	<b>26</b>
<b>II.R. SUBSTANCE ABUSE PREVENTION POLICY.....</b>	<b>27</b>
<b>ARTICLE III: PAY, HOURS AND BENEFITS .....</b>	<b>28</b>
<b>III.A. WAGES 28</b>	
<b>III.B. ADDITIONAL COMPENSATION .....</b>	<b>29</b>
1. Wage Corrections, Adjustments, and Studies .....	29
2. Acting Assignment Pay .....	34
3. Acting Assignment Exceptions .....	37
4. Supervisory Differential Adjustment .....	37
5. Lead Person Pay .....	38
6. PUC/CIP Planning Function Assignment Pay .....	39
7. Supervisory Differential for Classification 2924 Medical Social Work Supervisor.....	39
8. Licensed Civil/Geotechnical/Structural Engineers .....	39
9. Certificate of Competency .....	40
10. Bilingual Premium.....	40
11. Advanced Appraiser Certification Premium .....	40
12. Certified Hand Therapist Premium.....	41
13. EEO Premium.....	41
14. Legislative Assistant Premium .....	41
15. Housing Inspector Certification Premium .....	41
16. OSHPD Premium.....	42
17. Public Safety Communication Coordinator Premium .....	42
18. Purchasing Manager Certification Premium .....	42
19. Standby Pay .....	42
20. Call Back .....	43
21. Night Duty .....	43
22. County Surveyor Premium .....	43
23. Underwater Diver Pay .....	43
24. MTA Performance/Attendance Incentive Pay .....	44
25. Extended Ranges .....	44

<b>III.C. SALARY STEP PLAN AND SALARY ADJUSTMENT .....</b>	<b>46</b>
1. Promotive Appointment in a Higher Class .....	46
2. Non-promotive Appointment .....	46
3. Appointment Above Entrance Rate .....	47
4. Reappointment Within Six Months .....	47
5. Compensation Adjustments .....	47
6. Compensation Upon Transfer or Reemployment .....	48
<b>III.D. METHODS OF CALCULATION .....</b>	<b>49</b>
1. Monthly .....	49
2. Bi-Weekly .....	49
3. Per Diem or Hourly .....	50
4. Weekly .....	50
5. Conversion of Annual or Monthly Rates to Semimonthly or Bi-Weekly .....	50
6. Daily Rates for Monthly and Bi-Weekly .....	50
7. Conversion to Bi-Weekly Rates .....	50
<b><u>III.X FLEXIBLE STAFFING .....</u></b>	<b><u>xx</u></b>
<b>III.E. SENIORITY INCREMENTS .....</b>	<b>51</b>
1. Advancement Through Salary Steps .....	51
2. Date Increment Due .....	51
3. Schedule of Salary Increments .....	51
4. Exceptions .....	51
<b>III.F. WORK SCHEDULES .....</b>	<b>53</b>
1. Regular Work Schedules .....	53
2. Flexible Work Schedule .....	53
3. Alternate Work Schedule .....	53
4. Voluntary Reduced Work Week .....	54
5. Voluntary Time Off Program (“VTOP”) .....	54
6. General Provisions .....	54
7. Restrictions on Use of Paid Time Off while on Voluntary Time Off .....	54
8. Duration and Revocation of Voluntary Unpaid Time Off .....	54
9. Notice of Change in Work Schedule .....	54
<b>III.G. OVERTIME COMPENSATION AND COMPENSATORY TIME .....</b>	<b>54</b>
1. Non-Z Designated Classifications: .....	55
3. Part-Time Employees .....	57
<b>III.H. FAIR LABOR STANDARDS ACT .....</b>	<b>57</b>
<b>III.I. HOLIDAYS .....</b>	<b>57</b>
1. Holiday Compensation for Time Worked .....	58
2. Holidays for Employees on Work Schedules Other Than Monday Through Friday .....	58
3. Holiday Pay for Employees Laid Off .....	59
4. Employees Not Eligible for Holiday Compensation .....	59
5. Part-time Employees Eligible for Holidays .....	59
6. Holiday Compensation for Employees Working Alternative Work Schedules .....	60
7. Z Employees .....	60
<b>III. J. VACATION .....</b>	<b>60</b>
1. Definitions .....	60
2. Award and Accrual of Vacation .....	60
<b>III.K. TIME OFF FOR VOTING .....</b>	<b>61</b>

<b>III.L. JURY DUTY .....</b>	<b>61</b>
<b>III.M. PROVISIONAL EMPLOYEES .....</b>	<b>61</b>
<b>III.N. PER-DIEM REHABILITATION PROFESSIONALS .....</b>	<b>61</b>
<b>III.O. HEALTH AND WELFARE AND DENTAL INSURANCE .....</b>	<b>62</b>
1. City Contribution .....	62
2. Dental Benefits .....	63
3. Benefits While on Unpaid Leave.....	63
4. Hetch Hetchy Stipend .....	64
5. Life Insurance .....	64
<b>III.P. RETIREMENT .....</b>	<b>64</b>
1. Retirement Payments .....	64
3. Quarterly Report and Annual Meeting.....	64
5. Release Time for Pre-Retirement Planning Seminars .....	65
<b>III.Q. STATE DISABILITY INSURANCE (SDI).....</b>	<b>65</b>
<b>III.R. WORKERS' COMPENSATION LEAVE .....</b>	<b>65</b>
<b>III.S. LONG TERM DISABILITY .....</b>	<b>66</b>
<b>III.T. RETURN TO WORK.....</b>	<b>66</b>
<b>III.U. SICK LEAVE.....</b>	<b>Error! Bookmark not defined.</b>
<b>III.V. PAID SICK LEAVE ORDINANCE .....</b>	<b>67</b>
<b>III.W.PARENTAL RELEASE TIME .....</b>	<b>67</b>
<b>III.X. LIABILITY .....</b>	<b>68</b>
<b>III.Y. AIRPORT EMPLOYEE COMMUTE OPTIONS PROGRAM .....</b>	<b>68</b>
<b>ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES .....</b>	<b>69</b>
<b>IV.A. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR           REGISTRATIONS.....</b>	<b>69</b>
<b>IV.B. EMPLOYEE DEVELOPMENT FUND .....</b>	<b>69</b>
<b>IV.C. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL           PSYCHOLOGISTS .....</b>	<b>70</b>
<b>IV.D. PROFESSIONAL ASSOCIATION MEETINGS.....</b>	<b>70</b>
<b>IV.E. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS.</b>	<b>70</b>
<b>IV.F. EDUCATIONAL PROGRAMS .....</b>	<b>71</b>
<b>IV.G. EMPLOYEE SUGGESTION PROGRAM.....</b>	<b>71</b>
<b>IV.H. EDUCATIONAL LEAVE FOR REHABILITATION PROFESSIONALS AND           PHYSICIAN ASSISTANTS .....</b>	<b>71</b>
<b>IV.I. GENERAL TRAINING .....</b>	<b>71</b>
<b>IV.J. SPECIAL EDUCATION LEAVE FOR SUPERVISING CLINICAL           PSYCHOLOGIST .....</b>	<b>72</b>
<b>ARTICLE V: WORKING CONDITIONS .....</b>	<b>73</b>
<b>V.A. HEALTH AND SAFETY.....</b>	<b>73</b>
<b>V.B. ASSAULT DATA.....</b>	<b>74</b>
<b>V.C. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS.....</b>	<b>75</b>
1. Eye Examinations .....	75
2. Breaks .....	75
3. Physical Plant.....	75

4. Inspection of Machines .....	75
5. Pregnancy .....	76
<b>V.D. ALTERNATIVE, LIGHT AND/OR MODIFIED DUTY ASSIGNMENTS.....</b>	<b>76</b>
<b>V.E. PROTECTIVE CLOTHING.....</b>	<b>76</b>
<b>V.F. COMFORT STANDARDS .....</b>	<b>76</b>
<b>V.G. UNIFORM ALLOWANCE .....</b>	<b>77</b>
<b>V.H. UNIFORM ALLOWANCE (COMPUTER OPERATORS) .....</b>	<b>77</b>
<b>V.I. REIMBURSEMENT OF PERSONAL EXPENSES .....</b>	<b>77</b>
<b>V.J. FINGERPRINTING.....</b>	<b>77</b>
<b>V.K. TELECOMMUTING .....</b>	<b>78</b>
<b>V.L. PAGERS/VOICEMAIL FOR REHABILITATION PROFESSIONALS.....</b>	<b>79</b>
<b>V.M. PAPERLESS PAY POLICY.....</b>	<b>79</b>
<b><u>V.X. HUMAN SERVICES AGENCY'S DEPARTMENT OF DISABILITY AND AGING</u></b>	
<b><u>SERVICES CASELOADS</u></b> .....	<b>xx</b>
<b>ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT .....</b>	<b>80</b>
<b>VI.A. SCOPE OF AGREEMENT .....</b>	<b>80</b>
<b>VI.B. SAVINGS CLAUSE .....</b>	<b>80</b>
<b>VI.C. AMENDMENT OR MODIFICATION .....</b>	<b>81</b>
<b>VI.D. DURATION OF AGREEMENT <del>AND INITIATION OF MEET AND CONFER</del></b>	
<b><del>PROCESS</del>.....</b>	<b>81</b>
<b><u>APPENDIX A: LOCAL 21 REPRESENTED CLASSIFICATIONS</u> .....</b>	<b>A-1</b>
<b><u>APPENDIX B: SCHEDULES OF COMPENSATION</u>.....</b>	<b>B-1</b>
<b><u>APPENDIX C: CIP ADDENDUM</u>.....</b>	<b>C-1</b>
<b><u>APPENDIX D: PSC ADDENDUM</u> .....</b>	<b>D-1</b>
<b><u>APPENDIX E: SUBSTANCE ABUSE PREVENTION POLICY</u> .....</b>	<b>E-1</b>
<b><u>APPENDIX F: TechHire Program</u> .....</b>	<b>F-1</b>
<b><u>APPENDIX G: UNION ACCESS TO NEW EMPLOYEES PROGRAM</u>.....</b>	<b>G-1</b>
<b><u>APPENDIX H: TRANSITION OF CATEGORY 18 APPOINTMENTS TO PERMANENT</u></b>	
<b><u>CIVIL SERVICE APPOINTMENTS</u></b> .....	<b>xx</b>
<b><u>SIDELETTER</u>.....</b>	<b>S-1</b>
<b><u>SIDELETTER</u></b> .....	<b>xx</b>

## MEMORANDUM OF UNDERSTANDING

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

**ARTICLE I: REPRESENTATION**

**I.A. RECOGNITION**

1. The City recognizes the Union as the exclusive bargaining representative for all employees of the City in those units listed in Appendix "A" of this Agreement. The terms and conditions of this Agreement shall also be automatically applicable to any classification for which the Union has become appropriately recognized during the term of this Agreement.
  1. Successor Representation
  2. The City agrees to recognize the Union as the collective bargaining representative of any classification that constitutes a successor classification to a classification that the Union currently represents. Subject to applicable appellate review procedures, the Department of Human Resources shall make the final determination when there is a question as to whether or not a new classification is a successor class.
  2. Unit Assignment Resolution
3. For any classifications assigned to bargaining units represented by Local 21 as a result of the settlement of the unit assignment dispute between the City, Local 21 and MEA, the City agrees to meet and confer with Local 21 over subjects within the scope of bargaining and covered by Charter Section A8.409. Any issues that are not resolved through the meet and confer process shall be resolved through arbitration. Any economic benefits shall be implemented at the start of the succeeding fiscal year.
4. The City makes no commitment or promise of wage or benefit improvement with regard to such negotiations.

**I.B. NO WORK STOPPAGES**

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

**I.C. MANAGEMENT RIGHTS**

6. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
7. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. The City may



**ARTICLE I – REPRESENTATION**

also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

**I.D. UNION/CITY COMMITTEES**

1. Union/City Relations Committee

8. The parties have established a Union/City Relations Committee with equal representation from both the City and the Union.
9. The Union/City Relations Committee shall meet at a minimum on a quarterly basis, and in addition, as needed to address matters the parties agree are of mutual concern which arise during the course of this Agreement, **including, but not limited to, the City's use of Personal Service Contracts.** By mutual agreement, the Committee may discuss grievance matters subject to arbitration.
10. The Committee is specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.
11. a. For the term of this Agreement, there shall be a sub-committee established to discuss the City's use of bargaining unit members who are exempt from Civil Service pursuant to Charter Sections 10.104-16, 10.104-17, and 10.104-18. The sub-committee will examine the use of such positions and the reasons for such use. The Union acknowledges that appointments are a Civil Service carve-out under Charter Section A8.409-3, and not subject to the grievance procedure.

2. City and Union Committee on Diversity, Equity, and Inclusion

12. The City and the Union are committed to ensuring a diverse, equitable, and inclusive City workforce. ~~For the term of this Agreement (effective July 1, 2019 – June 30, 2022),~~ **There shall be a Committee on Diversity, Equity, and Inclusion (DEI Committee) established to discuss issues in the workplace for City employees represented by the Union related to diversity and an equitable and inclusive City workplace. The City shall release up to a minimum of six (6) Union members to participate in the DEI Committee.**
13. The Committee on Diversity, Equity, and Inclusion shall meet quarterly to discuss issues related to training needs, recruitment, retention, and promotional opportunities, such as potential barriers in employment for City employees represented by the Union. ~~The City shall release up to a maximum of six (6) Union members to participate in the Committee on Diversity, Equity and Inclusion.~~ **The Union shall develop an agenda, which shall be distributed to the City's DEI Committee members at least five (5) calendar days before each meeting. The DEI Committee shall meet on a quarterly basis during the term of this agreement.**

ARTICLE I – REPRESENTATION

14. ~~The City shall make available on its website annual reports on discipline, probationary releases, and Performance Improvement Plans prepared pursuant to the Mayor’s Executive Directive 18-02 Ensuring a Diverse, Fair, and Inclusive City Workforce. Upon request of the Union and mutual agreement of the parties, the City shall provide additional reports on workforce demographics for employees represented by the Union.~~ **The DEI Committee may discuss issues of diversity, equity, and inclusion in City employment including, but not limited to, the recommendations in the June 2021 “Report of San Francisco Independent Reviewer for Mayor London Breed by Professor William B. Gould IV” (the Gould Report). DEI Committee agendas may include:**
- a. **The City’s efforts to advertise open bargaining unit positions widely to attract a diverse candidate pool, and constructive solutions and suggestions from the Union DEI members for improving these efforts. This will include efforts to recruit from historically black colleges and universities and career fairs focusing on historically marginalized groups, including people of color, first-generation college graduates, and people from lower-income socioeconomic backgrounds, taking into consideration any constraints under state and/or local law.**
  - b. **Recommendations for whether and how to track the self-identification of race/ethnicity of applicants and hires based on EEOC guidelines, and what should be done with the data.**
  - c. **Recommendations for whether and how to track corrective action undertaken by departments in response to a finding by the DHR Director sustaining an EEO complaint and/or grievance and how this data shall be used consistent with state and local law.**
  - d. **Recommendations on equity in hiring (including hiring panels), onboarding, staff development, and career advancement processes and practices.**
15. ~~Additionally, the Union and the City agree, for the term of this Agreement effective (July 1, 2019 – June 30, 2022), to continue offering the City’s Government Alliance on Race and Equity (GARE) program. The City shall make available on its website annual reports on discipline, probationary releases, and Performance Improvement Plans prepared pursuant to the Mayor’s Executive Directive 18-02 Ensuring a Diverse, Fair, and Inclusive City Workforce. Upon request of the Union and mutual agreement of the parties, the City shall provide additional reports on workforce demographics for employees represented by the Union.~~
- 15a. Additionally, the Union and the City agree, for the term of this Agreement, to continue offering the City’s Government Alliance on Race and Equity (GARE) program.**
3. Internal Placement Committee
16. A joint DHR/Local 21 committee created in 2003-04 shall continue for the duration of this Agreement and shall meet at the request of the Union no more than monthly to review

**ARTICLE I – REPRESENTATION**

scheduled and anticipated displacements and to review reappointment and alternative internal placement plans and options.

**I.E. GRIEVANCE PROCEDURES**

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

1. Definition

18. 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 an appeal from a suspension or disciplinary discharge, or divisional, departmental or City rules, policies or procedures subject to the scope of bargaining as set forth in Section VI.A. of this Agreement.

19. A grievance does not include the following:

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

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

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

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

2. Time Limits

24. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing.

**ARTICLE I – REPRESENTATION**

25. If the Union fails to file a written grievance appeal within the specified timelines at any step of the appropriate grievance procedure, the grievance shall be considered withdrawn.
26. If the City fails to respond to a grievance within the specified timelines at any step of the appropriate grievance procedure, the Union may move the grievance to the next step. Should the Union fail to advance the grievance to the next step within sixty (60) calendar days of the City’s failure to respond within the specified applicable timeline, the grievance shall be considered withdrawn.
3. Grievance Description
27. The Union and City agree that all grievances shall include the following:
28. a. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and department of the affected employees;
29. b. The section(s) of the contract which the Union believes has been violated; and
30. c. The remedy or solution being sought by the Grievant and/or Union.
4. Steps of the Procedure
31. A grievance regarding a dispute over contract interpretation shall be filed at the lowest step in the grievance procedure in which the City’s representative would have the authority to make a final and binding resolution of the grievance, provided, however, that a grievance may not be filed at a Step higher than Step 2, except by mutual agreement of the parties. In the event a grievance is filed at a Step in the grievance procedure which the City deems inappropriate, the City’s representative with whom the grievance was filed shall remand the grievance to the appropriate Step.
32. A grievance, regardless of the step at which initiated, shall be initiated as soon as possible but in no case later than thirty (30) calendar days from the date of the occurrence of the act or the date the grievant or Union might reasonably have been expected to have learned of the alleged violation being grieved.
33. Step 1: An employee shall discuss the grievance informally with the employee’s immediate supervisor. The grievant may have a Union representative present.
34. If the grievance is not resolved within five (5) calendar days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor

**ARTICLE I – REPRESENTATION**

35. The immediate supervisor shall respond in writing within ten (10) calendar days following receipt of the written grievance specifying the reason or reasons for concurring with or denying the grievance.
36. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Appointing Officer, in writing, within ten (10) calendar days of receipt of the Step 1 answer. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reasons for rejecting the lower step response and advancing the grievance to the next step. The Appointing Officer may convene a meeting within fourteen (14) calendar days of the appeal with the grievant and/or the grievant's Union representative. The Appointing Officer shall respond in writing within twenty-one (21) calendar days of the hearing or receipt of the grievance, whichever is later. The response shall specify the reason or reasons for concurring with or denying the grievance.
37. Step 3: For contract interpretation disputes, if the Union is dissatisfied with the Appointing Officer's response at Step 2, the Union may appeal to the Director, Employee Relations, in writing, within twenty-one (21) calendar days of receipt of the Step 2 answer. The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reasons for rejecting the lower step response and advancing the grievance to the next step. The Director may convene a grievance meeting within fourteen (14) calendar days of the appeal with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within fourteen (14) calendar days of the meeting or, if none is held, within fourteen (14) calendar days of receipt of the appeal. The response shall specify the reason or reasons for concurring with or denying the grievance.
38. A grievance arising from a final disciplinary decision, as defined in Section II.O, shall be initiated at Step 3 of this grievance procedure. Such grievance may only be filed by the Union. The Director, ERD, shall review the appeal and respond no later than twenty-one (21) calendar days following receipt of the appeal. If the response of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later twenty-one (21) calendar days following issuance of ERD's response.
39. Step 4 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.
40. If the Union advances a grievance to arbitration and seeks to raise facts or issues at arbitration that were not identified in a previous step of the grievance procedure, or add new grievants, the City retains the right to object to the arbitrator considering those new facts, issues or grievants. If the City objects, the arbitrator must determine whether to allow the union to pursue those new facts or issue, or add any new grievants, at the arbitration.

**ARTICLE I – REPRESENTATION**

5. Expedited Arbitration

41. Grievances of disciplinary suspensions of fifteen (15) days or less, grievances regarding Acting Assignment Pay pursuant to Sections III.B.2 and III.B.3, and grievances regarding denial of a step increase pursuant to Section III.E.4.b shall be resolved through an expedited arbitration process. Grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors shall also be resolved through an expedited arbitration process; however, either party may move such matters out of the expedited process to regular arbitration described in Section 6. below. By written mutual agreement, the parties may submit any other grievance to this expedited arbitration process.
42. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove the arbitrator or for twelve (12) months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process.
43. The arbitrator shall hear three (3) grievances for each scheduled day of hearings. Each grievance will have a two (2) hour time limit. The arbitrator will make every effort to issue bench decisions. Written summary awards will follow up bench decisions. Decisions of an arbitrator in these proceedings shall be final and binding and shall not constitute precedent in any other cases.
44. The parties shall not be represented by counsel at these proceedings.
45. The parties will not utilize court reporters, electronic transcription, or post-hearing briefs.

6. Non-Expedited Arbitration

46. The parties share a desire to create an appeals process that offers timely resolution of appeals of suspensions of more than 15 days and terminations. The parties agree to use their best efforts to arbitrate grievances appealing terminations and suspensions of greater than fifteen (15) days within ninety (90) calendar days of the Union’s written request to arbitrate.
47. When a grievance is appealed to arbitration, within five (5) calendar days, the parties shall attempt to mutually agree on an arbitrator listed in section I.E.6.b of this Agreement. In the event no agreement is reached within five (5) calendar days the arbitrator shall be selected from the permanent panel in accordance with the following procedure:
48. a. For each arbitration case, the parties shall use the list of arbitrators set forth in section I.E.6.b. To select an arbitrator from the standing panel, the parties shall strike arbitrators alternately from the standing panel until one arbitrator remains. The party who strikes first will be determined by lot, coin flip or other comparable method, and subsequent strikes will alternate between the parties.

**ARTICLE I – REPRESENTATION**

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

b. Selection of the Arbitrator

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

Matt Goldberg  
Catherine Harris  
Andria Knapp  
Katherine Thomson  
Carol Ventrillo  
David Weinberg  
Barry Winograd

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

52. 2. In the event that the parties mutually agree to remove an arbitrator, or an arbitrator becomes unavailable to serve on the panel, the parties shall attempt to agree on a replacement arbitrator. If the parties cannot reach mutual agreement on a replacement arbitrator within fourteen (14) calendar days of their initial discussions, the parties shall jointly request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service (“CSMCS”). Each party shall select four (4) arbitrators from that list; the one arbitrator in common shall serve as the replacement, unless the parties mutually agree otherwise. If there are two (2) or more arbitrators in common, then the parties shall toss a coin to determine the replacement arbitrator. If there are more than two (2) arbitrators in common, then the parties shall alternately strike names until one (1) arbitrator remains; the decision of which party will strike first shall be determined by a coin toss.

7. Authority of the Arbitrator

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

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

8. Fees and Expenses of Arbitrator

**ARTICLE I – REPRESENTATION**

- 55. Except as noted below, the fees and expenses of the Arbitrator shall be shared equally by the parties.
- 56. In the event that an arbitration hearing is cancelled, resulting in a cancellation fee, the party requesting or causing the cancellation shall bear the full cost of the fee imposed by the arbitrator, unless a mutually agreed upon alternative is established.
- 57. The parties shall use a court reporter for non-expedited arbitrations, unless they mutually agree otherwise. The parties shall share all fees and expenses for the court reporter’s services and transcripts. If a court reporter is utilized for the hearing, the parties can agree in advance to require that the reporter submit the hearing transcript to the parties and arbitrator within fourteen (14) calendar days of the close of the hearing.

9. Hearing Dates and Date of Award

- 58. If either party fails to appear for a scheduled arbitration hearing that has not been cancelled, the other party will present their case and the arbitrator will issue a decision based on the information presented at the hearing.
- 59. Closing briefs will be due to the arbitrator within thirty (30) calendar days of the close of the hearing or receipt of transcript, whichever is later. Either party may choose to make a closing oral argument in lieu of a written brief.
- 60. Any written decision from the arbitrator will be due within forty-five (45) calendar days of receipt of the parties’ briefs or the close of oral argument, whichever is later. As a condition of appointment to the permanent panel, arbitrators shall be advised of this requirement and shall confirm their willingness to abide by these time limits.
- 61. By the parties’ mutual agreement, the arbitrator may issue a bench decision on the record stating the arbitrator’s award and the reasons therefore.

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

1. Official Representatives

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



**ARTICLE I – REPRESENTATION**

- 63. 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.
- 64. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of the appropriate Employer representative.
- 65. c. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

2. Stewards

- 66. The Union shall furnish the City with an accurate list of stewards and alternate stewards in designated or professional series units. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.
- 67. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
- 68. 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.
- 69. 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 the steward's post or duty to assist in the grievance procedure.
- 70. 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.
- 71. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

**I.G. UNION LEAVE**

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

**ARTICLE I – REPRESENTATION**

**I.H. UNION SECURITY**

1. Authorization for Deductions

73. a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees’ pay according to the Controller’s “Union Deductions Procedure” (“Procedure”), which the Controller may amend from time to time with reasonable notice to the Union. “Contributions” as used in this Section I.H. means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.
74. b. The City shall deduct Contributions from a represented employee’s pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
75. c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.
76. d. Union rules provide that for employees whose membership card or other authorization form does not provide terms of revocation, the member may revoke by submitting a written revocation to the Union during the thirty (30) day period immediately before the anniversary date on which the employee signed the employee’s form. The parties agree that the City has no role, responsibility or decision making authority over the terms of Union membership, including revocation of such membership, or over revocation of an employee’s authorization for deductions of Contributions, except to cancel deductions upon notice from the Union as provided in this Section.
77. e. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller’s Office receives the request after that time, the City will implement the changes in two following pay periods.
78. f. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller’s Payroll Division, the City shall process the authorization and begin the deduction

## ARTICLE I – REPRESENTATION

within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.

79. g. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
80. h. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
81. i. With the exception of subsection (f) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee’s revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

### 2. Indemnification

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

**ARTICLE I – REPRESENTATION**

the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Union against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.

**I.I. UNION ACCESS**

- 83. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees.
- 84. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such rules and regulations immediately below, as well as to such rules and regulations as may be agreed to by a department and the Union. Union access to work locations will not disrupt or interfere with a department’s mission and services or involve any political activities.
- 85. Union representatives shall also have reasonable access to non-work areas (bulletin boards, employee lounges and break rooms) and to hallways, in order to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees.
- 86. 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.
- 87. 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.
- 88. Nothing herein is intended to disturb existing written departmental union access policies. Further, departments may implement additional rules and regulations after meeting and conferring with the Union.

**I.J. NEW HIRES**

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

*ARTICLE I – REPRESENTATION*

**I.K. ADDITIONAL DATA**

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

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

91. The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. The City shall expedite the handling of complaints of sexual harassment.
92. Discrimination and sexual harassment as used herein shall mean discrimination and sexual harassment as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, and the Civil Rights Act of 1866.
93. Claims of discrimination shall be reviewed and determined in accordance with applicable City policies. **Effective January 1, 2023, DHR EEO shall offer the complainant an intake interview within 30 days of DHR receiving a complaint within DHR EEO's jurisdiction. This deadline does not apply to complaints filed before January 1, 2023.**
94. An employee, group of employees, or Union may elect to process a complaint of discrimination or sexual harassment through ~~either~~ the grievance and arbitration procedures of this Agreement, **and/or** through the applicable Civil Service Rules, **and/or** the City Administrative Code, **and/or** federal or state law. ~~If the employee, group of employees or Union elects to pursue remedies for discrimination or sexual harassment complaints outside of the grievance and arbitration procedures of this Agreement, this election shall constitute a complete waiver of the right to pursue that complaint through the grievance and arbitration process.~~
95. Neither the City nor the Union shall interfere with, intimidate, restrain, or coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown-Act.
96. The City shall make reasonable efforts to ensure all employees represented by the Union complete an Implicit Bias training before June 30, 2022.
- a. ~~In person~~ **Instructor Led Interactive** Implicit Bias Training
97. The City shall make reasonable efforts to reserve ~~at least up to fifty (50)~~ **two hundred (200)** spots ~~in for each fiscal year covered by this Agreement~~ **in for each fiscal year covered by this Agreement** ~~fiscal year 2020-2021 and seventy five (75) spots in fiscal year 2021-2022~~ for employees represented by the Union to take the ~~in person~~ **instructor led interactive** implicit bias training offered by

ARTICLE II – EMPLOYMENT CONDITIONS

the Department of Human Resources. Instructor led interactive implicit bias training may be in-person or virtual. Supervisory employees and hiring managers will have priority; Within thirty (30) calendar days of the effective date of this Agreement, the Union and the City shall meet and work cooperatively to develop a schedule of training sessions to be offered for the term of this Agreement, and to determine how and when represented employees must register for training sessions. In the event a represented employee must cancel his/her/their participation in a training for which they have previously registered, such employee shall notify the City no less than 14 calendar days before the training session so that another represented employee may fill the vacancy created by the cancellation. ~~and departments will designate which employees take the training.~~ The City will provide the training at no cost to the employee and employees shall receive adequate paid-time to complete the course.

b. Online Implicit Bias Training

~~98. The City shall make reasonable efforts to ensure that all employees represented by the Union complete the online implicit bias training before June 30, 2022.~~

**II.B. PROBATIONARY PERIOD**

99. As defined and administered by the Civil Service Commission, the initial probationary period for new employees in all classifications represented by Local 21 shall be twelve (12) months of service. The probationary period for an employee appointed to a promotive position (i.e., a position in any class the salary grade for which is higher than the salary grade of the employee's permanent class) shall be six (6) months of service.
100. The probationary period for all other appointments, as defined and administered by the Civil Service Commission, shall be three (3) months of service. If the employee is being returned to duty in the same department from which the employee was laid off, the employee shall serve the remainder of any probationary period as set forth in Civil Service Rule 112.30.3.
101. A probationary period may be extended for up to one (1) year by mutual agreement, in writing, between the employee and the Appointing Officer. The City shall give notice to the Union at the time that it seeks to extend an employee's probationary period.

**II.C. PROFESSIONAL STANDARDS**

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

**II.D. REASONABLE ACCOMMODATIONS**

103. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act, and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties covered by these Acts. The City reserves the right to take any action necessary to comply therewith. A reasonable accommodation decision is appealable to the Human Resources Director, and/or through the grievance and arbitration procedures of this Agreement ~~process.~~ and/or through the applicable Civil Service Rules, and/or the City Administrative Code, and/or federal or state law. ~~The Union and the employee shall elect only one of these appeal options. The election is irrevocable.~~

**II.E. SUBCONTRACTING OF WORK**

1. "Prop J." Contracts

104. The City agrees to notify the Union no later than the date a department files "Prop J" legislation with the Clerk of the Board.
105. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out. Prior to any final action being taken by the City to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,
- a. possible alternatives to contracting or subcontracting;
  - b. questions regarding current and intended levels of service;
  - c. questions regarding the Controller's certification pursuant to Charter Sections 8.300-1 — 10.104.15;
  - d. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
  - e. questions relating to the effect on individual worker productivity by providing labor saving devices.
106. 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

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



**ARTICLE II – EMPLOYMENT CONDITIONS**

108. If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Human Resources Director with a copy forwarded to the appropriate department within 14 calendar days after the receipt of notice from the department. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out. If the Union and the City have not completed discussions within the 30-day notice period, at the Union’s request, the City shall extend the discussion period for an additional 14 calendar days before the department moves the request forward to the Department of Human Resources.
109. 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 section II.E.(1) of the Agreement.
110. 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.
111. Where the City engages a vendor for specialty consultant services, the City will work with the Union to identify knowledge transfer opportunities and the City will make reasonable efforts to ensure that specialty consultant contracts include sufficient funding for knowledge transfer to affected City employees.
112. The parties acknowledge existing policies and procedures which place restrictions on the use of personal services contracts for work that could potentially be performed by represented classifications.
113. The City and Local 21 expressly reserve their rights with regard to the parties’ contentions over whether such policies and procedures are or are not within the scope of bargaining under Charter Section A8.409. Nothing in this or the preceding paragraph shall be deemed a waiver by either party of its position on those contentions.

**II.F. EMPLOYEE REASSIGNMENTS**

114. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than five (5) working days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall describe the classification of the position to be filled, the physical

**ARTICLE II – EMPLOYMENT CONDITIONS**

location of the position, its starting and quitting time, and a general description of the work to be performed.

**II.G. WORKFORCE REDUCTION**

1. Obligation to Meet & Confer on Employee Workloads

115. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.
116. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
117. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relations Division, with any reproduction costs above single copies to be paid by the Union.

2. Advance Notice of Pending Layoffs

118. Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than sixty (60) calendar days prior to the effective date of the layoff. Such sixty (60) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this Section shall not apply to "as needed", or intermittent employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.
119. The City will provide ten (10) business days' notice to employees who are subject to displacement due to layoff. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in the employee's classification and department for the remainder of the notice period.

3. Layoff Procedures

120. Layoffs shall be administered pursuant as follows: An employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first occur within the department that affected the layoff in question prior to City-wide bumping.
121. After bumping and displacement occurs, an employee who is laid off shall receive one week's severance pay for each full year worked, up to a maximum of 12 weeks, in exchange for a release, in a form acceptable to the City, signed by the employee of any and all claims arising out of the employee's separation from employment by layoff (including claims arising under this Agreement) that the employee may have against the City including any officer or employee thereof. An employee who accepts severance pay shall forfeit all holdover rights. The Union agrees not to pursue any grievance arising out

**ARTICLE II – EMPLOYMENT CONDITIONS**

of the layoff for an employee who accepts severance under this section. If an employee accepts severance pay and retires within two (2) years of accepting the severance pay, they shall reimburse the City for the full amount of the severance pay.

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

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

~~123.~~ The Union and the City will meet to review and identify exempt appointments in Categories 17 and 18 that may be appropriate for conversion to permanent civil service. The parties agree to conclude this process not later than December 31, 2019. After that date, any remaining unresolved issues will be referred to the Union-City Relations Committee. The Union reserves the right to appeal or contest exempt appointments to the Civil Service Commission.

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

124. An employee who has completed probation in a permanent position and who:  
125. 1. is "laid off" from said position;  
126. 2. is immediately and continuously employed in another classification with the City, either permanent or temporary; and  
127. 3. is thereafter permanently re-employed in the employee’s former classification without a break in service;  
128. 4. shall, for the purposes of determining salary increments, receive credit for the time served while laid off from the employee’s permanent position.

**II.J. RELEASE OF CATEGORY 18 EMPLOYEES**

129. Under Charter Section 10.104(18), appointments for special projects and professional services with limited term funding shall not exceed three years and are exempt from competitive civil service selection, appointment and removal procedures. Individuals appointed to such positions serve at the pleasure of the Appointing Officer. For purposes of this Agreement, these positions are called “Category 18 appointments.”

130. Subject to the conditions and limitations in the following paragraphs, if an employee in a Category 18 appointment is released from service, the employee shall have the option of receiving either severance pay or a post-release administrative hearing.

131. An employee in a Category 18 appointment is eligible for these options only if the employee has served at least twelve (12) consecutive months in the Category 18 appointment.

**ARTICLE II – EMPLOYMENT CONDITIONS**

132. An employee in a Category 18 appointment is not eligible for these options if the employee is released for any of the following reasons:
133. a. the employee has served the maximum three-year period in the current appointment;
134. b. the project for which the employee was hired ends or is discontinued;
135. c. the funding for the project or professional services on which the employee is working is exhausted or discontinued; or
136. d. the employee engaged in any of the following misconduct: misappropriation of public funds or property; misuse or destruction of public property; mistreatment of persons (including violation of City policies prohibiting discrimination, harassment or retaliation); dishonesty; or acts that would constitute a felony or misdemeanor.
137. Eligible employees may select one of the following two options:
1. Option 1: Severance
138. An eligible employee who timely elects severance shall receive one (1) week of severance pay for each full year of continuous service in any Category 18 appointment, up to a maximum of nine (9) weeks of severance pay. Severance pay shall be calculated at the employee’s base hourly rate. To receive the severance pay, the employee and the Union must sign a release of any and all claims arising out of the employee’s employment or release from employment (including claims arising under this Agreement) that the employee or Union may have against the City, including any City officer or employee. This release would include a release of any rights to return to any underlying permanent civil service appointment. This release shall be in a form acceptable to the City.
2. Option 2: Advisory Administrative Appeal
139. An eligible employee may request an advisory administrative appeal of the release with the City’s Human Resources Director or designee. Upon receipt of a timely request for appeal from an eligible employee, the Human Resources Director or designee shall convene a meeting where the released employee may express objections or concerns regarding the release. The employee may bring a Union representative to the meeting; however, the employee is not entitled to bring witnesses or have a legal or other representative at the meeting. The meeting officer shall make a recommendation to the employee’s Appointing Officer regarding the release. The Appointing Officer or designee shall either accept or reject the recommendation in writing within ten (10) calendar days of receipt of the recommendation. The decision of the Appointing Officer or designee on the recommendation and on the release is final.
3. Deadline to Elect Option

**ARTICLE II – EMPLOYMENT CONDITIONS**

140. At the time of release, the City shall provide the released employee with written notice of any available options under this Section II.J. An eligible released employee shall have seven (7) calendar days to elect either severance or an appeal. If the employee elects severance, the employee or Union shall notify the Appointing Officer or designee in writing by the deadline. If the employee elects an appeal, the employee or Union shall notify the Human Resources Director in writing by the deadline. If the released employee or Union fails to make an election within seven (7) calendar days, both options shall be withdrawn and the release shall be final.
141. This section is not subject to the grievance procedure, except the employee or Union may grieve the proper calculation of the severance.

**II.K. TRAVEL REIMBURSEMENT**

1. Municipal Railway

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

2. Automobile Allowances

143. The City agrees to appropriate sufficient funds to the Assessor's Office, the Department of Public Works and the Treasurer's Office, Tax Collector Division to pay automobile allowances to employees required to drive a personal automobile for City business. Employees on leave or extended vacation for twenty-one (21) days or more will not receive the allowance for the days not worked.

144. a. Employees in the following classes only shall receive an auto allowance of \$40.00 per month and be eligible for mileage reimbursement in accordance with the current IRS mileage rate:
- 4220 Tax Auditor-Appraiser
  - 4222 Senior Tax Auditor-Appraiser
  - 4224 Principal Tax Auditor-Appraiser
  - 6270 Housing Inspector
  - 6272 Senior Housing Inspector
  - 2542 Speech Pathologist\*
  - 2548 Occupational Therapist\*
  - 2550 Senior Occupational Therapist\*
  - 2555 Physical Therapist Assistant\*
  - 2556 Physical Therapist\*
  - 2558 Senior Physical Therapist\*

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

**ARTICLE II – EMPLOYMENT CONDITIONS**

145. b. Employees in the above-listed classifications must establish eligibility for Automobile Allowance by providing proof of and maintaining a valid California drivers' license, and also by providing proof of required insurance.
146. c. Employees in the following classes now use cars provided by the City; however, individual employees in these classes will receive auto allowance and mileage reimbursement in accordance with subsection (2) a. above if said individual employee has not been supplied with a City automobile and is still required to drive the individual's personal vehicle as provided for above:  
6230 Street Inspector  
6231 Senior Street Inspector  
6232 Street Inspection Supervisor  
6272 Senior Housing Inspector  
6318 Construction Inspector
147. d. Employees in the following classes only shall receive auto allowance of \$100.00 per month and be eligible for a mileage allowance of eight (8) cents per mile:  
4260 Real Property Appraiser Trainee  
4261 Real Property Appraiser  
4265 Senior Real Property Appraiser  
4267 Principal Real Property Appraiser

**3. Mileage Allowance**

148. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the Appointing Officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate in accordance with the IRS allowance and for all necessary toll expenses.
149. Subject to review and approval by the Controller's Office, additional classes may be considered for eligibility for the Auto Allowance under Section 2 of this Article by the Union/City Relations Committee (UCRC).

**4. Reimbursement of Required Business-Related Travel Expenses**

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

**II.L. PARKING PLACARDS FOR CALIFORNIA CHILDREN SERVICES  
REHABILITATION PROFESSIONALS**

151. The Department of Public Health shall make for the term of the agreement only, at least two (2) parking placards to be shared by California Children Services Rehabilitation Professional employees in the following classes who are required by the Department of

**ARTICLE II – EMPLOYMENT CONDITIONS**

Public Health to use their personal car in the course of their work to provide patient care at the patient’s home or in the community:

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

**II.M. PARKING FACILITIES**

- 152. When an employee is required to use a personal automobile for City business the employee will be reimbursed for parking fees.
- 153. Parking fees for represented employees will be set and applied in accordance with Administrative Code Section 4.24.

**II.N. CELL PHONE USAGE FOR REHABILITATION PROFESSIONALS**

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

**II.O. PERSONNEL FILES**

- 155. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.
- 156. Each employee shall have the right to review the contents of the employee’s file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.
- 157. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
- 158. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days. All material in the file must be signed and dated by the author.

**ARTICLE II – EMPLOYMENT CONDITIONS**

159. Employees may cause to be placed in their personnel files materials reasonably related to their assigned job duties.
160. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct that is documented in the employee's personnel file or was the subject of a prior disciplinary action.
161. At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings. The sealed material shall not be used in disciplinary proceedings against the employee. This provision shall not apply to any discipline for violation of City Equal Employment Opportunity policies.

**II.P. DISCIPLINE**

162. The City shall have the right to discipline any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period for just cause. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion.
163. Suspensions, disciplinary demotions and discharges of non-probationary permanent, temporary civil service and provisional employees, who have served the equivalent of a probationary period, shall be subject to the following procedure:
164. a. The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.
165. b. The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by the City to consider the reply.
166. c. The employee shall be notified in writing of the decision. The employee's representative shall receive a copy of this decision.

**II.Q. PUC/CIP “PROJECT LABOR AGREEMENT”**

167. The parties agree that timely and successful implementation of the PUC's Capital Improvement Plan (CIP) projects is among their highest priorities, and that changes in the terms and conditions of employment set forth in this Agreement that are unique to CIP projects may facilitate the achievement of their mutual goal. The parties therefore



**ARTICLE II – EMPLOYMENT CONDITIONS**

agree that the Capital Improvement Plan Projects Addendum to this Agreement, incorporated herein as Appendix C for reference, shall be extended to June 30, 2014.

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

**II.R. SUBSTANCE ABUSE PREVENTION POLICY**

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

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

170. The wage rates for the employees covered by this agreement shall be rounded to the nearest whole dollar, biweekly salary. ~~The Human Resources Department will prepare a salary grade to reflect the appropriate compensation for each classification covered by this Agreement as of July 1, 2019 no later than September 30, 2019. The Agreement shall be administratively amended to include the salary grade and shall be attached to the Agreement as Appendix B, with notice to the Union.~~
171. Represented employees will receive the following base wage increases:
- Effective July 1, 2019: \_\_\_\_\_ 3.0 %
- Effective December 28, 2019: \_\_\_\_\_ 1.0 % **Effective July 1, 2022, represented employees shall receive a base wage increase of 5.25%.**
172. ~~Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.~~ **Effective July 1, 2023, represented employees shall receive a base wage increase of 2.50%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on July 1, 2023, will be delayed by approximately six (6) months, to be effective January 6, 2024.**
173. ~~Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.~~ **Effective January 6, 2024, represented employees shall receive a base wage increase of 2.25%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on January 6, 2024, will be delayed by approximately six (6) months, to be effective close of business June 30, 2024.**
- ~~174. \_\_\_\_\_~~ ~~Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor’s~~

ARTICLE III – PAY, HOURS AND BENEFITS

~~Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.~~

~~175. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.~~

**III.B. ADDITIONAL COMPENSATION**

1. Wage Corrections, Adjustments, and Studies

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

a. Fire Safety Inspectors

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

178. 2.) Fire Protection Engineers – Holidays. Fire Protection Engineers (5215) shall receive compensatory time equal to the computed rate authorized for the H-4 classification. The Fire Department may elect to suspend the compensatory time for the 5215 classification and replace it with income at the 5215's rate. Effective July 1, 2014 ~~2022~~ the base wage for classification 5215 Fire Protection Engineer shall be increased by five percent ~~65%~~. ~~Additionally, effective July 1, 2014 and thereafter, classification 5215 Fire Protection Engineer shall receive the same base wage increases as classification 6281 Fire Safety Inspector.~~

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

b. Deep Class -- Class 1241

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

~~181. a) Step 1 to 7 progression will occur following one year of service or the equivalent of 2080 hours at each step.~~

ARTICLE III – PAY, HOURS AND BENEFITS

~~182. b) Advancement above Step 7 will be contingent upon an employee receiving at least a competent and effective performance evaluation.~~

~~2.) Exceptions:~~

~~183. a) Step 2 Advancement: Within a month of an employee's advancement to Step 2, the employee's supervisor will provide the employee with a written list of performance standards against which the employee's performance will be measured for the next performance evaluation which should occur six months following the advancement to Step 2. To advance from Step 2 to Step 3, the performance evaluation must be at least competent and effective. If the employee does not receive written performance standards within three months of advancement to Step 2, or if the performance evaluation does not occur within sixty days following the employee's anniversary date that would result in advancement to Step 3, the employee will automatically advance to Step 3.~~

~~184. b) Step 8 Advancement: Within a month of an employee's advancement to Step 7, the employee's supervisor will provide the employee with a written list of performance standards against which the employee's performance will be measured for the next performance evaluation. To advance from Step 7 to Step 8, the performance evaluation must be at least competent and effective. If the employee does not receive written performance standards within three months of advancement to Step 7, or if the performance evaluation does not occur within sixty days following the employee's anniversary date that would result in advancement to Step 8, the employee will automatically advance to the next step. This advancement procedure will also apply for movement from Step 8 to Step 9 for all affected employees.~~

~~185. c) Step advancements based on performance evaluations outlined above will be retroactive to the employee's anniversary date in the class.~~

~~186. d) New employees may be appointed above Step 1 based on an evaluation of experience, education and job-related specialties upon the recommendation of the appointing officer and approval of the Department of Human Resources.~~

c. Physician Assistants

187. Employees in class 2218 shall receive the same salary as the Nurse Practitioner class (2328). **In addition, 2218 Physician Assistants shall receive the following premiums, which are applicable to 2328 Nurse Practitioners:**

- **shift differential**
- **standby pay**
- **quality of care premium**
- **jail health services premium**

ARTICLE III – PAY, HOURS AND BENEFITS

- weekend premium
- preceptor and MERT premium

d. Project Management

188. A permanent employee who is assigned by the Appointing Officer as a Project Manager as described by the specifications for classes 5502, 5504, 5506 or 5508 shall receive the rate of pay of the appropriate project manager classification during such assignment.
189. All assignments are subject to review and approval by the Human Resources Director.
190. An employee covered by this Agreement who is assigned to a Project Manager position shall continue to be represented by Local 21 and shall continue to receive all of the benefits granted in this Agreement.

e. Information Technology

1.) IS/IT Advisory Committee

191. The City and Union recognize that it is in their mutual interest to provide an Information Technology work environment that fosters the City’s mission, encourages efficiency, and values employees’ contributions. The parties also recognize that the delivery of Information Technology services within the City is currently being reorganized.
192. To ensure open communications between the Union and the City, the parties agree to the following:
193. (i) The parties shall form an Information Technology Advisory Committee which shall include representatives from the City and the Union;
194. (ii) During the reorganization process, the IT Advisory Committee shall meet upon request of the Union to discuss matters involving the reorganization of the delivery of technology services;
195. (iii) The Committee shall continue to meet upon either party’s request to discuss matters concerning the delivery of Information Technology Services within the City, including but not limited to an IT Training Academy, other matters related to core competencies and departmental needs, evaluation of whether to add extended ranges for classifications, the need for a classification study and/or addition of new IT classifications, and availability of promotional opportunities.

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

ARTICLE III – PAY, HOURS AND BENEFITS

196. For classes in the series 104x, 105x, 106x, 107x and 109x there shall be a ten (10) step salary plan. Employees below Step ten (10) shall advance to each successive step upon completion of six months service.

3.)

197a. Effective July 1, 2022, there shall be two (2) additional extended ranges, each at a rate of two and one-half percent (2.5%), for employees in classes 1044 (IS Engineer-Principal) and 1054 (IS Business Analyst-Principal).

4.)

197b. Effective July 1, 2022, employees in classes 1061 (IS Program Analyst-Assistant), 1062 (IS Programmer Analyst), 1063 (IS Programmer Analyst-Senior) and 1064 (IS Programmer Analyst-Principal) shall receive a one-time wage adjustment of two and one-half percent (2.5%); and effective July 1, 2023, employees in classes 1061 (IS Program Analyst-Assistant), 1062 (IS Programmer Analyst), 1063 (IS Programmer Analyst-Senior), and 1064 (IS Programmer Analyst-Principal) shall receive a one-time wage adjustment of two and one-half percent (2.5%).

f. EAP Counselors

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

g. Physical Therapists/Occupational Therapists

198. Employees in classes 2556 Physical Therapist, 2548 Occupational Therapist, 2558 Senior Physical Therapist and 2550 Senior Occupational Therapist shall be eligible for Step 6 after serving two years at Step 5 and will also be eligible for Step 7 after serving one year at Step 6. Employees shall be eligible for Step 8 after serving one year at Step 7.

h. Physical Therapy Assistants

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

i. Speech Pathologist

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

j. District Attorney's Investigative Assistant

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

k. Legislative Analysts

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

202. Employees in classes 1367 and 1371 who serve as Legislative Analysts and/or Senior Legislative Analysts in the Office of the Legislative Analyst shall receive a seven percent (7%) premium.
- l. Construction Inspectors
203. Employees in class 6318 who serve as Resident Engineer shall receive a five percent (5%) premium while serving in such capacity.
- m. Sewage Treatment Plant Superintendents
204. Employees in class 5130 who are in possession of an engineering license shall receive a five and one-half percent (5.5%) premium.
- n. Public Safety Communications Coordinators
205. Effective July 1, 2018, employees in class 8240 shall receive a one-time wage adjustment of an additional six and forty hundredths percent (6.40%) to their base wage.
- o. Deputy Sealer of Weights and Measures
206. Effective July 1, 2019, employees in class 6222 Deputy Sealer of Weights and Measures shall receive a one-time wage adjustment of an additional five and four hundredths percent (5.04%) to their base wage.
- p. Supervising Chemists
207. Effective July 1, 2019, employees in class 2488 Supervising Chemist shall receive a one-time wage adjustment of an additional three and seventy-five percent (3.75%) to their base wage. Additionally, effective July 1, 2020, employees in class 2488 Supervising Chemist shall receive another one-time wage adjustment of an additional three and seventy-five percent (3.75%) to their base wage.
- q. Supervising Biologists
208. Effective July 1, 2019, employees in class 2485 Supervising Biologist shall receive a one-time wage adjustment of an additional three and seventy-five percent (3.75%) to their base wage. Additionally, effective July 1, 2020, employees in class 2485 Supervising Biologist shall receive another one-time wage adjustment of an additional three and seventy-five percent (3.75%) to their base wage.
- r. Surveyors
209. Effective July 1, 2019, employees in classes 5310 Survey Assistant I, 5312 Survey Assistant II, and 5314 Survey Associate shall receive a one-time wage adjustment of an additional one-half percent (0.5%) to their base wage. Additionally, effective July 1, 2020, employees in classes 5310 Survey Assistant I, 5312 Survey Assistant II, and 5314 Survey Associate shall receive another one-time wage adjustment of an additional one-half percent (0.5%) to their base wage.

ARTICLE III – PAY, HOURS AND BENEFITS

210. s1. Engineering Classification Equity  
Effective July 1, 2019 ~~2022~~, the base wage increase for the classifications set forth below shall be increased by one **and one half** percent (1.05%). Effective July 1, 2020 ~~2023~~, the base wage for the classifications set forth below shall be increased by one **and one half** percent (1.05%).
- 5201 Junior Engineer
  - 5203 Assistant Engineer
  - ~~5207 Associate Engineer~~
  - 5241 Engineer
  - 5211 Senior Engineer/Architect/Landscape Architect
  - 5212 Principal Engineer/Architect/Landscape Architect
  - 5209 Industrial Engineer
  - 5214 Building Plans Engineer
  - 5218 Structural Engineer
  - 5219 Senior Structural Engineer
  - 5174 Administrative Engineer
  - 5502 Project Manager I
  - 5504 Project Manager II
  - 5506 Project Manager III
  - 5508 Project Manager IV

- 210a. Effective July 1, 2022, the base wage for the classification set forth below shall be increased by two and one half percent (2.5%). Effective July 1, 2023, the base wage for the classification set forth below shall be increased by two and one half percent (2.5%).

- 5207 Associate Engineer

211. t. Human Resources Analyst Series  
~~Employees in classifications 1249, 1241, 1244 and 1246 shall receive the following base wage adjustments~~ Effective July 1, 2022, the base wage for the classifications set forth below shall be increased by five percent (5.0%):

- ~~Effective July 1, 2020: 0.5%~~ 1241 Personnel Analyst
- ~~Effective July 1, 2021: 0.5%~~ 1244 Senior Personnel Analyst

These wage adjustments shall be applied prior to the application of any other wage increases effective on July 1, 2022.

- 211a. u. Accountants  
Effective July 1, 2022, the base wage for the classifications set forth below shall be increased by one and one-half percent (1.5%). Effective July 1, 2023, the base wage for the classifications set forth below shall be increased by two and one-half percent (2.5%):



ARTICLE III – PAY, HOURS AND BENEFITS

- 1649 Accountant Intern
- 1652 Accountant II
- 1654 Accountant III
- 1657 Accountant IV
- 1670 Financial Systems Supervisor

v. Health Program Educator

211b. Effective July 1, 2022, the base wage for the classification set forth below shall be increased by one percent (1.0%). Effective July 1, 2023, the base wage for the classification set forth below shall be increased by one percent (1.0%):

- 2822 Health Program Educator

w. Senior Health Program Educator

211c. Effective July 1, 2022, the base wage for the classification set forth below shall be increased by one percent (1.0%). Effective July 1, 2023, the base wage for the classification set forth below shall be increased by one percent (1.0%):

- 2825 Senior Health Program Educator

x. Estate Investigators

211d. Effective July 1, 2022, the base wage for the classifications set forth below shall be increased by two percent (2.0%):

- 4230 Estate Investigator
- 4231 Senior Estate Investigator

y. Architects

211e. Effective July 1, 2022, the base wage for the classifications set forth below shall be increased by one and one-half percent (1.5%) Effective July 1, 2023, the base wage for the classifications set forth below shall be increased by one and one-half percent (1.5%):

- 5260 Architectural/Landscape Architectural Assistant I
- 5261 Architectural/Landscape Architectural Assistant II
- 5262 Landscape Architectural Associate I
- 5265 Architectural Associate I
- 5266 Architectural Associate II
- 5268 Architect
- 5272 Landscape Architectural Associate II
- 5274 Landscape Architect

Effective July 1, 2022, the base wage for the classification set forth below shall be increased by two and one-half percent (2.5%). Effective July 1, 2023, the base wage for the classification set forth below shall be increased by two and one-half percent (2.5%):

- 5120 Architectural Administrator

z. EEO Programs Specialists

211f. Effective July 1, 2022, the base wage for the classification set forth below shall be increased by 8.63%:

- 1233 EEO Programs Specialists

This wage adjustment shall be applied prior to the application of any other wage increase effective on July 1, 2022.

aa. Administrative Analysts

211g. No later than August 1, 2023, the Union and City will meet to study equity for the 1823 and 1824 classifications.

2. Acting Assignment Pay

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

- a. The assignment shall be in writing.
- b. The position to which the employee is assigned must be a budgeted position.
- c. The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days or eighty (80) hours.

213. Upon written approval by the Appointing Officer, beginning on the eleventh (11th) day of an acting assignment under this section and retroactive to the first (1st) day of the assignment, an employee shall be paid five percent (5%) above the employee's base salary but such pay shall not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate that includes out of class pay where the premium is applicable to the class the person is performing in.

213a. Acting assignments are not intended to exceed six (6) months except to the extent required to backfill a position where the incumbent is on approved leave. When an acting assignment exceeds six (6) months, the relevant department shall, within fourteen (14) calendar days, provide a written report to the Department of Human Resources explaining why the position has not been filled through the merit-based exam process.

214. Disputes regarding eligibility for acting assignment pay under this Section shall be resolved through expedited arbitration under Section I.E(5)(a) of this Agreement.

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

3. Acting Assignment Exceptions

215. An employee who believes the employee has been assigned to perform a substantial portion of the duties and responsibilities of a higher classification even though the Acting Assignment criteria have not been met shall be entitled to file a claim for acting assignment pay with the Appointing Officer. The Appointing Officer must respond to the claim, in writing, within 30 days. If the claim is denied, and the Union wishes to file a grievance, such grievance must be filed through expedited arbitration under Section I.E(5)(a) of this Agreement. Back pay shall be limited to the date the employee's claim was filed with the Appointing Officer.
216. Requests for classification or reclassification review shall not be governed by this provision.

4. Supervisory Differential Adjustment

217. The Department of Human Resources is hereby directed to adjust the compensation of a supervisory employee, whose schedule of compensation is set herein subject to the following conditions.
218. a. The supervisor, as part of the regular responsibilities of the supervisor's class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
219. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
220. c. The organization is a permanent one approved by the appointing officer, chief administrative officer, Board or Department of Human Resources, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
221. 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.
222. e. The salary grade of the supervisor is less than one full step (approximately 5%) over the salary grade, exclusive of extra pay (except Project Management Assignment Pay or extended ranges), of the employee supervised. In determining the salary grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the salary grade the top step of which is closest to the flat rate so converted shall be deemed to be the salary grade of the flat rate classification.
223. f. The adjustment of the salary grade of the supervisor shall be 5% over the salary grade, exclusive of extra pay (except Project Management Assignment Pay), of

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

the employee supervised. DHR clarification of the application of this paragraph is hereby incorporated by reference.

224. g. When the salary grade of the supervisor is equal to one full step (approximately 5%) or is over the salary grade, exclusive of extra pay (except Project Management Assignment Pay), of the employee supervised, but the salary of the supervisor is less than one full step (approximately 5%) over the salary of the employee supervised, exclusive of extra pay (except Project Management Assignment Pay), the Appointing Officer may adjust the supervisor's step to increase the supervisor's salary to be above the salary of the employee supervised, exclusive of extra pay (except Project Management Assignment Pay).
225. h. A supervisory differential shall be available to employees assigned by the Appointing Officer to supervise one or more employees in the same classification.
226. i. If the application of this section adjusts the salary grade of an employee in excess of the employee's immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of the supervisor's highest paid subordinate, provided that the applicable conditions of this section are also met.
227. j. 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.
228. k. 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.
229. l. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Department of Human Resources may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
230. m. Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the Human Resources Director.

5. Lead Person Pay

231. Employees designated by their supervisor as a lead person shall be entitled to a \$~~10~~15.00 per day premium when required to take the lead on any job when at least three other persons are assigned to the job.

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

**6. PUC/CIP Planning Function Assignment Pay**

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

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

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

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

235. This provision shall expire on June 30, ~~2022~~2024.

**7. Supervisory Differential for Classification 2924 Medical Social Work Supervisor**

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

**8. Licensed Civil/Geotechnical/Structural Engineers**

**a. Licensed Civil/Structural Engineers**

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

**b. Licensed Civil/Geotechnical Engineers**

238. Licensed Civil Engineers in the following Engineering classifications, 5207, 5241, 5211, and 5212, who also possess and maintain a geotechnical engineer's

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

license issued by the State of California and who are assigned geotechnical work shall be paid a premium of two (2) steps in addition to their current rate of pay when so assigned as certified in writing by the appointing officer.

9. Certificate of Competency

239. Employees in classes 5220 and 5222 who possess a certificate of competency from the State Water Resources Control Board shall receive a four percent (4%) premium payment in addition to the employee’s basic wage. Any employee, including those in class 6106, who is receiving this premium on June 30, 2001 shall continue to receive the premium during the life of this agreement.
240. Employees assigned to the 2478 Senior Sewage Treatment Chemists class or its successor class who are required by the City to possess a Certificate of Competency by the State Water Resources Control Board in order to perform their job duties shall continue to receive \$25.00 per pay period in addition to the employee’s basic wage for the life of this agreement.

10. Bilingual Premium

241. Subject to Department of Human Resources approval, employees who are certified as bilingual and who are assigned to perform bilingual services shall receive a bilingual premium of sixty dollars (\$60) per pay period. For purposes of this section, “bilingual” means the ability to interpret and/or translate non-English languages including sign language for the hearing impaired and Braille for the visually impaired, and “certified” means the employee has successfully passed a language proficiency test approved by the Director of Human Resources.
242. Effective January 1, 2020, at the City’s discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.

11. Advanced Appraiser Certification Premium

243. Employees in classes ~~4220 Personal Property Auditor~~ **Tax Auditor-Appraiser**, ~~4222 Senior Personal Property Auditor~~ **Senior Tax Auditor-Appraiser**, ~~4224 Principal Property Auditor~~ **Principal Tax Auditor-Appraiser**, 4261 Real Property Appraiser, 4265 Senior Real Property Appraiser and 4267 Principal Real Property Appraiser who **are employed by the Office of the Assessor-Recorder and** possess and maintain any or all of the following advanced appraiser certificates shall receive a lump sum payment of ~~one~~ **two** thousand dollars (\$~~1~~**2**000) for each fiscal year the certification is maintained:
- 1) An Advanced Appraisers Certificate issued by the California State Board of Equalization; or
  - 2) A Certified General Appraiser certificate issued by the California Office of Real Estate Appraisers; or
  - 3) An “MAI” designation issued by the Appraisal Institute

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

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

**12. Certified Hand Therapist Premium**

245. Employees in the classifications 2548 Occupational Therapist, 2550 Senior Occupational Therapist, 2556 Physical Therapist and 2558 Senior Physical Therapist who possess and maintain on file proof of certification as a Certified Hand Therapist and who are assigned by the Appointing Authority to perform hand therapy work shall be paid a five percent (5.0%) premium payment on base pay while engaged in hand therapy work.

**13. EEO Premium**

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

**14. Legislative Assistant Premium**

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

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

214a. Effective July 1, 2016, class 1835 Legislative Assistant shall receive a 2.5% wage increase in addition to the general wage increase provided for under Section III.A. Wages.

**15. Housing Inspector Certification Premium**

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

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

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

**16. OSHPD Premium**

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

**17. Public Safety Communication Coordinator Premium**

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

- 1) AA or AS degree in public safety, business or related field; or
- 2) BA or BS degree in public safety, business or related field; or
- 3) Ten (10) years of service in the public safety field and completion and maintenance of the following ongoing training requirements: a) CPR certification; b) Emergency Medical Dispatcher Certification through the National Academy of Emergency Dispatch; and c) Emergency Fire Dispatcher Certification through the National Academy of Emergency Dispatch.

**18. Purchasing Manager Certification Premium**

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

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

**19. Standby Pay**

253. Employees who receive this premium shall respond immediately when paged or called. Employees who, as part of the duties of their positions are required by the appropriate employer representative to stand by when normally off duty to be instantly available on call to perform their regular duties, shall be paid 10% of base pay for the period of such standby service when outfitted by their Department with a cell phone or other electronic communication device. When such employees are paged or called to perform their regular duties during the period of such standby service, they shall be paid their usual rate of pay for either a quarter hour or the actual time worked, whichever is greater, while engaged in such service. For Z-symbol employees, standby pay shall not be allowed unless the



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

employee is assigned in writing to standby for emergencies that directly threaten the health or safety of the public and/or City employees or that relate to the City’s information and communication systems. Employees reporting directly to Department Heads are not eligible for standby pay.

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

20. Call Back

255. 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 their work day and departure from their place of employment, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on stand-by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

21. Night Duty

256. Employees shall be paid eight percent (8%) more than the base rate for each hour worked between 5:00 p.m. and 7:00 a.m. provided that the employees’ regular shift includes at least one (1) hour between 5:00 p.m. and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and 7:00 a.m.
257. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees’ regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

22. County Surveyor Premium

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

23. Underwater Diver Pay

259. Represented employees shall be paid \$12.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving, or while actually providing on site supervision of an underwater dive as a part of the PUC’s dive operations or supervising the critical planning phases of an underwater dive as part of the PUC’s dive operations.

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

**24. MTA Performance/Attendance Incentive Pay**

260. The Municipal Transportation Agency (MTA) and the Union agree that represented employees at the MTA are eligible for any reward program that the MTA may choose to establish for those employees pursuant to Charter Section 8A.100 for the purpose of incentivizing the attainment of service, performance and/or attendance goals.

**25. Extended Ranges**

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

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

- a. IS Engineer-Principal (1044)
- b. IS Business Analyst-Principal (1054)
- c. IS Programmer Analyst-Principal (1064)
- d. IS Project Director (1070)
- e. Equal Employment Opportunity Programs Senior Specialist (1231)
- f. Training Officer (1232)
- g. Principal Personnel Analyst (1246)
- h. Public Relations Officer (1314)
- i. Senior Systems Accountant (1657)
- j. Financial Systems Supervisor (1670)
- k. Supervising Auditor (1686)
- l. Senior Statistician (1806)
- m. Principal Administrative Analyst II (1825)
- n. Performance Analyst III - Project Manager (1830)
- o. Supervising Purchaser (1958)
- p. Physician's Assistant (2218)
- q. Forensic Toxicologist (2458)
- r. Laboratory Services Manager (2489)
- s. Health Program Coordinator III (2593)
- t. Senior Employee Assistance Counselor (2595)
- u. Volunteer/Outreach Coordinator (3374)
- v. Principal Real Property Officer (4143)
- w. Principal Personal Property Auditor (4224)
- x. Principal Real Property Appraiser (4267)
- y. Sewage Treatment Plant Superintendent (5130)
- z. Safety Officer (5177)
- aa. Industrial Engineer (5209)
- bb. Principal Engineer (5212)
- cc. Chief Surveyor (5216)
- dd. Principal Architect (5273)
- ee. Planner V (5283)
- ff. Traffic Sign Manager (5306)

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

- gg. Project Manager I-IV (5502-5508)
- hh. Principal Environmental Specialist (5644)
- ii. Senior Industrial Hygienist (6139)
- jj. Chief Housing Inspector (6274)
- kk. District Attorney Investigative Assistant (8132)
- ll. Legal Assistant (8173)
- mm. Signal & Systems Engineer (9197)
- nn. Feasibility Analyst, Port (9377)
- oo. Senior Property Manager, Port (9386)

263. 3. The parties may agree to provide extended salary ranges for additional classifications; provided, however, that extended ranges shall be limited to those classes where there is no further in-unit promotive opportunity.
264. 4. Subject to the requirements set forth in this section, Appointing Officers may seek approval to place incumbent employees at a rate of pay in an extended range based on consideration of whether the adjustment would serve one or more of the following purposes:
- a) to address demonstrated recruitment or retention issues;
  - b) to compensate an employee exercising a special skill;
  - c) to compensate for a special project of limited duration; and/or
  - d) to recognize exemplary performance.
265. 5. Subject to the requirements as set forth in this section, Appointing Officers may select employees in the above eligible classifications for temporary placement in an extended range. For example, employees may be temporarily placed in an extended range to compensate for assignment to a special project of limited duration; placement in an extended range would be granted for the duration of that special assignment only.
266. 6. Placement in an extended salary range shall be assigned in increments of 2.5% above base pay (i.e., placement may be at 2.5%, 5.0% or 7.5% above base pay), set at the nearest existing salary grade, not to exceed 7.5% above base pay.
267. 7. The Department of Human Resources shall verify that employees selected for placement in an extended range under this section satisfy the foregoing criteria upon written certification by the Appointing Officer detailing the basis for the placement.
268. 8. Placement in extended salary ranges under this section shall be funded through Departmental budgets, and shall require certification by the Controller’s Office and the Mayor’s Budget Office that adequate funds are available.
269. 9. Employees placed in an extended range under this section shall not be eligible to receive additional pay under any of the following:

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

- a. The Pilot Capital Project Incentive Program pursuant to the Capital Projects MOU Addendum (Appendix C of this Agreement); or
- b. Leadership Pay or Special Skills Pay pursuant to the Capital Projects MOU Addendum (Appendix C of this Agreement); or
- c. Acting Assignment Pay pursuant to section III.B of this Agreement; or
- d. Supervisory Differential Adjustment section III.B of this Agreement.

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

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

**III.C. SALARY STEP PLAN AND SALARY ADJUSTMENT**

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

1. Promotive Appointment in a Higher Class

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

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

2. Non-promotive Appointment

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

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

3. Appointment Above Entrance Rate

276. Appointments may be made by an appointing officer at any step in the salary grade upon the approval of the Human Resources Director under one or more of the following conditions:
277. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the employee's former classification.
278. b. Loss of compensation would result if appointee accepts position at the normal step.
279. c. A severe, easily demonstrated and documented recruiting and retention problem exists.
280. d. The appointee possesses special experience, qualifications, and/or skills including, but not limited to, the number of years performing similar work elsewhere which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.
281. e. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.

4. Reappointment Within Six Months

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

5. Compensation Adjustments

- a. Salary Increase in Next Lower Rank Classification.
283. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary the employee would have received had the employee remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in the employee's former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer of promotion from the employee's current classification or refuses an exempt appointment to a higher classification.

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

This provision shall not apply to offers of appointment which would involve a change of residence.

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

b. Flat Rate Converted to Salary Range.

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

c. Continuation of Salary Step Earned Under Temporary Appointment.

286. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary appointment.

~~d. Credit for Temporary Service.~~

~~287. A temporary employee, one with no permanent status in any class, certified from a regular civil service list who has completed six (6) months or more of temporary employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary grade and to successive steps upon completion of the six (6) months or one (1) year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.~~

e. Salary Anniversary Date Adjustment.

288. Permanent employees working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such employees reach their salary anniversary date in their permanent class unless their provisional, exempt or temporary appointment was a promotive appointment, in which case the salary anniversary date is the date of the employee's promotion.

6. Compensation Upon Transfer or Reemployment

a. Transfer.

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

289. An employee transferred from one department to another, but in the same classification, shall transfer at the employee’s current salary, and if the employee is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.
- b. Reemployment in Same Classification Following Layoff.
290. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
- c. Reemployment in an Intermediate Classification.
291. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
- d. Reemployment in a Formerly Held Classification.
292. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary step in the salary grade for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

**III.D. METHODS OF CALCULATION**

1. Monthly

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

2. Bi-Weekly

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

*ARTICLE III – PAY, HOURS AND BENEFITS*

3. Per Diem or Hourly

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

4. Weekly

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

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

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

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

6. Daily Rates for Monthly and Bi-Weekly

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

7. Conversion to Bi-Weekly Rates

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

**III.E. FLEXIBLE STAFFING**

**299a. Flexible Staffing Program allows for promotion and career advancement of qualified and successful incumbents. Departments are encouraged to consider the Flexible Staffing Program whenever possible. The Flexible Staffing Program is governed by the Civil Service Rules and not subject to the grievance procedure.**



**III.EE.SENIORITY INCREMENTS**

1. Advancement Through Salary Steps

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

~~301. b. Provisional employees shall be advanced to the step they would have achieved had they been permanent from the first day of employment in the class. Thereafter, employees' anniversary date shall be from the first day in the class regardless of status.~~

302. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

2. Date Increment Due

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

3. Schedule of Salary Increments

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

4. Exceptions

305. a. An employee's scheduled step increase may be denied if the Appointing Officer or designee determines that the employee's performance has been unsatisfactory. In the absence of a recommendation to deny a step increase, an employee shall receive the scheduled step increase. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days' notice prior to the employee's salary anniversary date of any intent to withhold a step increase and the basis for such withholding. However, if unsatisfactory performance occurs within the sixty (60) days before the employee's salary anniversary date, the Appointing Officer shall provide the notice and basis for the intent to withhold a step increase within a reasonable time.

306. b. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation(s), and any facts underlying the performance evaluation(s) or other relevant information, maybe used as evidence by either party in an expedited grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

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

307. c. An employee shall not receive a salary adjustment based upon service as herein provided if the employee has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since the employee's previous increment equals or exceeds the service required for the increment, and such increment date shall be the employee's new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
308. d. When records of salary grade are established and maintained by electronic data processing, then the following shall apply:
309. 1.) An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the salary grade plan, unless otherwise specifically provided for in the MOU. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
310. 2.) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
311. e. Advancement through the increment steps of the salary grades shall accrue and become due and payable on the next day following completion of required service as a permanent appointee in the class; provided that the above procedure for advancement to the salary grade increment steps is modified as follows:
312. 1.) An employee who during that portion of the employee's anniversary year prior to January 1 of the current calendar year, is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the current calendar year.
313. 2.) An employee who during that portion of the employee's anniversary year prior to January 1 of the current calendar year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service prior to January 1 of the current calendar year.

5. Receipt of Paychecks

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

**III.FG.WORK SCHEDULES**

1. Regular Work Schedules

a. Regular Work Day.

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

b. Regular Work Week.

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

317. Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.

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

2. Flexible Work Schedule

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

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

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

3. Alternate Work Schedule

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

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

4. Voluntary Reduced Work Week

323. Employees subject to approval by an appropriate employer representative may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay shall be computed proportionately in accordance with such reduced work week.

5. Voluntary Time Off Program (“VTOP”)

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

6. General Provisions

325. 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.

326. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.

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

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

328. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

8. Duration and Revocation of Voluntary Unpaid Time Off

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

9. Notice of Change in Work Schedule

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

**III.GH.OVERTIME COMPENSATION AND COMPENSATORY TIME**

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

331. Appointing officers may require employees to work longer than the normal workday or longer than the normal workweek. For full time employees, any time worked under proper authorization of the appointing officer or designee or any hours suffered to be worked in excess of the regular or normal workday or workweek shall be treated as follows:
332. 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.
333. For purposes of this Article, the terms: “time worked”, “hours worked”, or “actual hours worked” includes time actually worked and time paid but not worked on recognized City holidays identified in Article III.I. paragraph 350.
334. Employees occupying executive, administrative, or professional positions designated by a “Z” symbol in the Annual Salary Ordinance shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of regular work schedules as defined in this Article. However, as authorized by and pursuant to the restrictions of the Annual Salary Ordinance, the “Z” symbol may be suspended to allow overtime payment, subject to the availability of funds, and pursuant to approval of the Director of Human Resources. The “Z” symbol may be suspended for individual positions in a classification. Employees in positions whose “Z” symbol has been suspended may not earn/accrue compensatory time for the duration of the suspension of the “Z” symbol.
1. Non-Z Designated Classifications:  
Employees classified Non-Z or L are compensated for overtime subject to the following:
335. a. For employees working a regular 8-hour per day schedule, overtime at one and one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of 8 hours in a day or for hours worked in excess of 40 in a week;
336. b. For employees working a flex-time schedule as described above, overtime at one and one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of 40 in a week;
337. c. For employees working alternative schedules as described above, overtime at one and one-half the base hourly rate (including a night differential where applicable) for hours worked in excess of the number of hours in a workday as set forth in an alternative work schedule or for actual hours worked in excess of 40 hours in a week. Overtime for employees working a 9/80 schedule is based on the FLSA workweek designated in such a schedule.

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

338. d. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one-half.
339. e. Effective July 1, 2019, employees in Non-Z or L designated job classifications may not accumulate a balance of compensatory time in excess of one hundred twenty (120) hours. Any employees who have a compensatory time balance in excess of one hundred twenty (120) hours on July 1, 2019 may maintain their compensatory balances, but may not accrue any additional compensatory time until their balance drops below one hundred twenty (120) hours.
340. f. Employees in Non-Z or L designated job classifications may not earn more than one hundred twenty (120) hours of compensatory time in a fiscal year.
341. g. When an employee is appointed to a position in another department, the employee's entire compensatory time balances shall be paid out at the rate of the underlying classification prior to appointment.
342. h. When an employee is appointed to a position in a higher, Non-Z or L designated classification or is appointed to a position in a Z- designated classification, the employee's entire compensatory time balances shall be paid out at the rate of the lower classification prior to promotion.
343. i. When overtime is necessary, it shall be distributed fairly, subject to employee qualifications and availability.

2. Z-Designated Classifications

344. Except as otherwise required by the Fair Labor Standards Act, compensatory time may be accrued as follows:
345. a. An employee shall not maintain a balance of more than one hundred sixty (160) hours of compensatory time;
346. ~~b. An employee may carry forward one hundred twenty (120) hours of earned but unused compensatory time into the next fiscal year.~~
347. Compensatory time earned will be reported to each employee.
348. In order to allow employees the opportunity to take compensatory time off (CTO), upon receipt of such notice of accrual of one hundred and sixty (160) hours of accrued compensatory time, the employee shall request days off as CTO within the next three (3) to six (6) month period. The department shall not unreasonably deny a CTO request pursuant to this paragraph. CTO will be taken in full workday blocks unless an alternative is mutually agreed upon. Scheduling shall be by mutual agreement.

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

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

3. Part-Time Employees

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

**III.HI. FAIR LABOR STANDARDS ACT**

351. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct all City Departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act Benefits.

**III.II. HOLIDAYS**

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

January 1 (New Year's Day)

the third Monday in January (Martin Luther King, Jr.'s Birthday)

the third Monday in February (President's Day)

the last Monday in May (Memorial Day)

**June 19 (Juneteenth)**

July 4 (Independence Day)

the first Monday in September (Labor Day)

the second Monday in October (~~Columbus Day~~ **Indigenous Peoples Day, Italian American Heritage Day**)

November 11 (Veteran's Day)

Thanksgiving Day

the day after Thanksgiving

December 25 (Christmas Day)

353. Provided further, if January 1, **June 19**, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

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

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

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

356. Five (5) floating days off (forty (40) hours) to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee’s regular shift. Employees (both full-time and part-time) establish initial eligibility for the floating days off upon appointment. Floating Holidays received in one fiscal year but not used shall be carried forward to the next succeeding fiscal year. The maximum number of floating holidays carried forward to a succeeding fiscal year shall not exceed the total number of floating holidays received in the previous fiscal year, and at no time shall employees be able to accumulate more than 80 hours of floating holidays. No compensation of any kind shall be earned or granted for floating days off not taken.
357. 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.
358. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under the department head’s jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current or next fiscal year. The City shall provide one week’s advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.
1. Holiday Compensation for Time Worked
359. Employees required by their respective City representative to work on any of the above-specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid for the legal holiday plus extra compensation of one (1) additional day’s pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours’ pay for eight (8) hours worked or a proportionate amount of less than eight (8) hours worked; provided, however, that at an employee’s request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.
360. Executive, administrative and professional employees designated with the “Z” symbol and who the City believes are exempt under the provisions of the Fair Labor Standards Act shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one and one-half (1½) times for work on the holiday.
2. Holidays for Employees on Work Schedules Other Than Monday Through Friday
361. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if



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

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.

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

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

3. Holiday Pay for Employees Laid Off

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

4. Employees Not Eligible for Holiday Compensation

365. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status immediately preceding or immediately following the legal holiday shall not receive holiday pay.

5. Part-time Employees Eligible for Holidays

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

367. 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.

368. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

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

6. Holiday Compensation for Employees Working Alternative Work Schedules

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

7. Z Employees

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

**III. ~~JK~~. VACATION**

1. Definitions

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

2. Award and Accrual of Vacation

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

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

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

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

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

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

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

**III.KL. TIME OFF FOR VOTING**

377. 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.LM. JURY DUTY**

378. An employee shall be provided leave with pay on a work day when the employee serves jury duty, provided the employee gives prior notice of the jury duty to the supervisor.
379. Employees assigned to jury duty whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when serving jury duty, provided the employee gives prior notice of the jury duty to the supervisor.
380. To receive leave with pay for jury duty, employees must (1) provide written proof of jury service from the court to verify actual appearance for each day of jury duty, and (2) decline any payment from the court for jury duty.
381. If an employee is required to call-in during the work day for possible midday jury duty, the employee shall coordinate in advance with the employee’s supervisor about whether and when to report to work.

**III.MN. PROVISIONAL EMPLOYEES**

382. Non-permanent employees, defined as employees with no permanent classification or employees with a permanent classification serving in another classification, shall be entitled to the following:
383. 1. Non-permanent employees shall be treated as permanent employees with respect to health and welfare benefits, compensation and salary steps, seniority, retirement (upon completion of 1040 hours in any twelve month period), and leave benefits, including but not limited to sick leave, vacation and personal leave.
384. 2. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee’s probationary period as defined and administered by the Civil Service Commission. Provided however, upon permanent appointment, all employees must serve no less than a thirty-day probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.

**III.NO. PER-DIEM REHABILITATION PROFESSIONALS**

385. In lieu of benefits, Per Diem (as-needed) employees shall be paid at a wage rate no lower than step 5. When an as-needed per-diem accepts a regularly-scheduled position (FT or

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

PT, permanent or provisional civil service status) the employee shall be paid at no lower than a step 3 wage rate, but dependent upon their experience, may be placed at a higher step at the discretion of the Appointing Officer. Per-diems who accept employment to a permanent or provisional civil service position, will receive all the benefits granted to a permanent employee with the exception of health and retirement benefits, which will accrue upon the completion of 1040 hours for employees granted provisional positions, and “just cause,” which will be available to the employee upon completion of the equivalent of a probationary period (when appointed provisionally) or the completion of a probationary period (when appointed to a permanent position).

**III.ØP. HEALTH AND WELFARE AND DENTAL INSURANCE**

1. City Contribution

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

a. Health coverage

387. 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:

388. 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:

389. 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:

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

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

4) Contribution Cap

391. 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

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

b. Medically Single Employees Outside of Health Coverage Areas

393. The provisions in section III.O.1.a.1. of this Agreement above shall not apply to “medically single employees” (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such “medically single employees” (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees’ own health care benefit coverage.

c. Other Terms Negotiable

394. While the parties have agreed in this section 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).

2. Dental Benefits

395. Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

3. Benefits While on Unpaid Leave

396. 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

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

Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

4. Hetch Hetchy Stipend

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

5. Life Insurance

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

**III.PQ.RETIREMENT**

1. Retirement Payments

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

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

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

3. Quarterly Report and Annual Meeting

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

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

5. Release Time for Pre-Retirement Planning Seminars

402. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one (1) day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
403. Employees must provide at least two (2) weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee’s attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
404. All such seminars must be located within the Bay Area.
405. This section shall not be subject to the grievance procedure.

**III.QR.STATE DISABILITY INSURANCE (SDI)**

406. For any bargaining unit, covered by this Agreement, that has elected coverage in SDI the payment of sick leave pursuant to Rule 20 of the Civil Service Commission shall not affect and shall be supplementary to payments from SDI. An employee entitled to SDI shall receive in addition thereto such portion of such employee’s accumulated sick leave with pay as will equal, but not exceed, the regular bi-weekly take-home earnings of the employee, excluding optional deductions. Such supplementary payments shall continue for the duration of the employee’s illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first. At the employee’s option, accrued vacation, and compensatory time off (for non-Z employees only) can also be integrated with SDI payments in the same manner as sick leave.
407. Any over-payments of SDI coverage will be returned to the employee no later than the second pay period following departmental notification to the Controller’s Payroll & Personnel Division.
408. During the term of the Agreement, all classifications added to an existing bargaining unit that is covered by State Disability Insurance (“SDI”) shall automatically be enrolled in SDI. If a new bargaining unit is created or if the Union gains recognition for additional bargaining units, the Union shall certify in writing to the Employee Relations Director whether such units shall be enrolled in SDI.

**III.RS.WORKERS’ COMPENSATION LEAVE**

Workers’ Compensation Supplementation (Shadow Sick Leave Account)

409. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee’s

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

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.

410. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
411. 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.
412. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
413. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

### **III.ST. LONG TERM DISABILITY**

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

### **III.FU. RETURN TO WORK**

415. The City will make a good faith effort to return and reassign employees who have sustained an occupational injury or illness where the employee's doctor certifies that the employee is temporarily unable to perform specified aspects of the employee's regular job duties. Duties of this modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class.
416. Where appropriate temporary modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's department, the employee may be temporarily assigned to work in another classification, on a different



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

shift, and/or in another department, subject to the approval of the Appointing Officer or designee.

417. Neither the decision to provide or deny modified duty, nor the impact of such a decision shall be subject to grievance or arbitration.
418. It is also understood that modified duty assignments are temporary only; modified duty assignments for employees temporarily unable to perform regular job duties may not exceed three (3) months. An employee assigned to temporarily modified duty assignment shall receive the employee’s regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and/or out of class assignment pay as may be provided under this Agreement.
419. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures under those laws.

**III.~~UV~~. SICK LEAVE**

420. Employees shall be entitled to accumulate up to 1040 hours of sick leave.

**III.~~VW~~. PAID SICK LEAVE ORDINANCE**

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

**III.~~WX~~. PARENTAL RELEASE TIME**

422. Upon proper advance notification, employees may be granted up to 40 hours Parental Leave – two hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of the employee’s biological, adopted or foster child or a child for whom the employee has parental or child rearing responsibilities (including a grandchild or child of a domestic partner) and who is residing in the employee’s household. Parental Leave shall not exceed eight hours in any calendar month of the year.
423. In order to qualify for Parental Leave, employees must give reasonable notice to their immediate supervisors prior to taking the time off. Employees must provide written verification from the school or licensed child day care facility that they participated in school/child care related activities on a specific date and at a particular time, if requested by management.

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

424. Employees may utilize either existing vacation, compensatory time off, or personal (unpaid) leave to account for absences after the two paid hours per semester have been used.
425. Denial of Parental Leave under this section is not subject to the grievance process.

**III.XY.LIABILITY**

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

**III.YZ. AIRPORT EMPLOYEE COMMUTE OPTIONS PROGRAM**

427. The San Francisco International Airport (SFIA) Employee Commute Options Program (Eco Program) will be available for the term of the Agreement to SFIA employees. Under the Eco Program, employees who relinquish their SFIA-provided free parking privileges will receive a monthly allowance in an amount set by SFIA. Participation is voluntary and approved on a first come first serve basis. The SFIA reserves the right to amend or discontinue the Eco Program in its sole discretion, at any time for any reason including but not limited to a lack of funding as determined by the SFIA, with thirty (30) days’ notice to the Union and affected members. If SFIA terminates the Eco Program, participating employees shall have their free parking privileges restored. The Eco Program, including but not limited to denial of participation, change in allowance amount, or amendment or termination of the Eco Program, is not subject to the grievance procedure.

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

**IV.A. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS**

428. When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall reimburse the employee for the amount of the fee for the renewal of such certificate, registration or license.

**IV.B. EMPLOYEE DEVELOPMENT FUND**

429. The City shall budget \$1,000,000 during each fiscal year of this Agreement for the Employee Development Fund for employee training, education and development. Such funds shall be released in two installments, \$500,000 on July 1 and \$500,000 on January 1, of each fiscal year. **Unused funds shall carry forward to the next year.**

430. An employee is eligible to seek Employee Development Fund reimbursement if the employee has regularly worked **as a City employee for** at least 20 hours per week for at least one (1) year of continuous service, ~~in any classification represented by the Union,~~ immediately prior to receipt of application.

431. Until such funds are exhausted, and subject to approval by the appointing officer or appropriate designee, an employee may utilize up to a maximum of \$2,000 per fiscal year for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee's current classification. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training, subject to the restrictions of applicable law, including Administrative Code Chapter 12X. All expenses must be relevant to the employee's current classification or classifications to which the employee might reasonably expect to be promoted. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program or from other public funds.

432. In addition, subject to approval by the appointing officer or designee, and as permissible under applicable law, including Administrative Code Chapter 12X, employees may utilize up to \$500 of the funds available to them for that fiscal year under this section to pay for up to one-half of the cost of necessary travel outside of the nine Bay Area Counties for approved training. Travel reimbursement rates shall be as specified by, and guidance regarding Chapter 12X provided in, the Controller's Accounting Policies and Procedures. Employee Development Funds may not be used for food.

433. An employee may submit a pre-approval request for an expense incurred in the current fiscal year or prior fiscal year. An employee cannot submit a request for an expense occurring in a future fiscal year. The City will not provide reimbursement until the employee provides proof of payment and proof of satisfactory completion. An employee separating from City service must submit the expense report and receive all approvals before the effective date of separation from the City.

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

- ~~434. The Union shall have the authority to make pre-approval determinations for covered employees' reimbursements. Upon request of the Union, the City shall provide training and assistance to the Union and covered employees regarding the reimbursement process.~~
- ~~435. Unused funds shall not be carried over from year to year and shall not carryover beyond the expiration of this MOU.~~
436. Employees shall not utilize these funds for Department-mandated training or for certificates, licenses or registrations required by the City or the State as a condition of employment (however, the costs of continuing education for these certificates, licenses or registrations may be reimbursed through the Employee Development Fund).
437. The Union agrees to work cooperatively with the City to help build City University – a program intended to ensure San Francisco has the most educated and highly trained workforce possible. City University is a partnership between the City, learning institutions, the business community and labor organizations which shall create new sources of funding and new opportunities to professionally develop City employees.
438. Administrative issues concerning the use of the Employee Development Fund shall be addressed through the UCRC.

**IV.C. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL PSYCHOLOGISTS**

439. Each regularly scheduled full-time or part-time 2576 Supervising Clinical Psychologists (excluding as needed employees) may be reimbursed up to a maximum of \$2,000 per fiscal year for tuition, internal or external training programs, professional conferences and professional association membership relevant to the employee's current classification. The funds may also be used to reimburse employees for the purchase of Personal Digital Assistants, professional software, books and subscriptions. Tuition reimbursement must be approved by the employee's Appointing Officer and be in accordance with procedures determined by the Human Resources Director.

**IV.D. PROFESSIONAL ASSOCIATION MEETINGS**

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

**IV.E. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS**

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

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

**IV.F. EDUCATIONAL PROGRAMS**

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

**IV.G. EMPLOYEE SUGGESTION PROGRAM**

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

**IV.H. EDUCATIONAL LEAVE FOR REHABILITATION PROFESSIONALS AND PHYSICIAN ASSISTANTS**

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

2538	2548	2555	2566
2540	2550	2556	2218
2542	2551	2558	

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

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

**IV.I. GENERAL TRAINING**

447. The City will use its best efforts to provide Local 21 represented employees with up to forty (40) hours of paid time off for job-related training and/or professional development, which shall include one day of professional development of an employee's choice, not to

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

be unreasonably denied. Such time may include departmental-sponsored training and/or professional development; DHR sponsored training and/or professional development; and/or outside training and/or professional development approved by appointing officer or designee. The foregoing includes but is not limited to mandatory continuing education and/or training requirements.

**IV.J. SPECIAL EDUCATION LEAVE FOR SUPERVISING CLINICAL PSYCHOLOGIST**

448. Each regular full time or part time 2576 Supervising Clinical Psychologist (excluding as needed employees) shall be allowed the required number of hours of educational leave with pay for re-licensure to attend formally organized courses, institutes, workshops or classes to fulfill re-licensure requirements, as authorized and approved by the Appointing Officer or designee.

ARTICLE V: WORKING CONDITIONS

V.A. HEALTH AND SAFETY

449. The City acknowledges its responsibility to provide safe, healthful work environments for City employees. The Union acknowledges its members play the critical role in maintaining workplace safety, and agree to follow health and safety guidance and procedures. Many City departments have Health and Safety (H&S) staff with unique skills, knowledge, and abilities regarding workplace safety.
450. When an employee, in good faith, believes that a condition exists which is presents an imminent hazard ~~immediately dangerous to life or health~~, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the supervisor and explain why the employee believes it is a condition presents an imminent hazard unsafe. If the Department agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.
451. If the Department and the employee, or the employee’s designated representative, do not concur, the potentially imminent ~~hazardous condition~~ shall be evaluated by the departmental ~~Occupational Safety and Health (OSH)~~ H&S staff, or a member of the ~~DPH OSH Program~~ City’s H&S Program staff, if the Department does not have professional ~~OSH~~ H&S staff.
452. ~~If the Departmental or DPH OSH staff, and the employee and the employee’s representative do not agree the potentially hazardous condition will be evaluated by a panel of three (3) City OSH professionals who have not been involved in either of the previous evaluations.~~
453. Such evaluations shall be ~~performed~~ initiated by appropriate H&S health and/or safety staff (~~6141 OSH Manager; including but not limited to 6139 Senior Industrial Hygienist; 6138 Industrial Hygienist; 5177 Safety Officer; and/or 6130 Safety Analyst~~) within five (5) business days by close of business the next business day.
454. ~~In the event that either the employee or the Union disagrees with the evaluation of the three person panel, they may appeal to a neutral arbitrator for an expedited hearing; the arbitrator shall be selected in advance and may be an outside (non-City) health and safety expert.~~ While the employee is awaiting the completion of the evaluation, and until the H&S staff has made a determination regarding the presence of an imminent hazard, the employee shall not be required to perform the disputed assignment. The findings of the evaluation will be shared with the employee and the employee’s representative.

ARTICLE V – WORKING CONDITIONS

454a. If the H&S staff determine that the complaint is valid, that determination shall override a departmental management determination, including abatement procedures or employee reassignments. If, after investigation, the H&S staff determines that the work assignment does not present an imminent hazard, the H&S staff shall notify the employee. The employee shall then have the following options:

- continue to work in reliance on the determination
- request a re-assignment, which shall not be unreasonably denied; or
- continue to refuse the work assignment.

454b. If the employee elects to continue to refuse the work assignment, the employee shall not be paid unless the employee executes a CCSF Payroll Request for Employee Offset Agreement. If it is finally determined that the complaint was not valid, the employee shall repay the City in the manner set forth in the Employee Offset Agreement. If it is finally determined that the employee’s complaint was valid, and the employee has not elected to be paid, the employee shall be made whole for all lost wages and benefits.

454c. Paragraphs [454a] and [454b] will sunset on July 1, 2024, absent mutual agreement.

454d. Employees shall not be subject to discipline or retaliation for exercising in good faith any rights under this Section.

454e. At its own expense, the Union may employ or assign its own safety consultant. The Union’s consultant shall have the minimum qualifications appropriate to evaluate whether the condition identified presents an imminent hazard to life or health. Where the Union employs such a consultant, the consultant shall investigate the imminent hazard in conjunction with the City’s H&S staff. If after consultation between the Union consultant and the City’s H&S staff, the dispute remains unresolved after 30 calendar days, the dispute shall bypass steps 1-3 of the grievance procedure and shall be submitted for final determination directly to a neutral arbitrator selected pursuant to the expedited arbitration provisions of this Agreement.

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

**V.B. ASSAULT DATA**

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



**ARTICLE V – WORKING CONDITIONS**

**V.C. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS**

457. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.
458. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.
1. Eye Examinations
459. All represented employees, who are health service system members, shall be eligible for one (1) annual VDT examination and prescribed eyewear.
2. Breaks
460. Every employee working on video display equipment shall be required to take a break away from the employee’s screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours of work.
3. Physical Plant
461. The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:
462. a. Where necessary, effective glare screens shall be affixed to the front of such machines;
463. b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;
464. c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;
465. d. Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.
4. Inspection of Machines
466. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

ARTICLE V – WORKING CONDITIONS

5. Pregnancy

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

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

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

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

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

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

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

**V.E. PROTECTIVE CLOTHING**

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

474. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations. Individual requests for additional equipment may be forwarded to the UCRC for further attention. **The City shall reimburse employees up to two-hundred dollars (\$200) annually toward the cost of acquiring one (1) pair of protective footwear. This reimbursement is limited to any represented employee who is required by the City to wear protective footwear.**

**V.F. COMFORT STANDARDS**

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

**ARTICLE V – WORKING CONDITIONS**

**V.G. UNIFORM ALLOWANCE**

476. Employees, excluding as-needed employees, who are required to wear and supply their own uniform or lab coat or smock in the course of their duties and who are employed on September 1 of any year covered by the Agreement, shall be paid an annual uniform allowance of \$175.00, or, in the case of lab coats or smocks, \$100.00 no later than the first pay period in December of each year. The Department shall fix the appropriate amount for the allowance after meeting and conferring with the Union prior to September 1 of each year.
477. New employees (excluding as-needed employees) who are required by the Department of Public Health to wear scrubs in the course and scope of their employment will be provided with five (5) scrubs within two weeks of appointment.
478. The Department of Public Health shall furnish employees (excluding as-needed employees) who are required by the Department of Public Health to wear scrubs in the course and scope of their employment with up to two (2) replacement scrubs in any twelve-month period. Scrubs shall also be replaced by the Department of Public Health if they are damaged in the course of the employee’s performance of their duties.

**V.H. UNIFORM ALLOWANCE (COMPUTER OPERATORS)**

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

**V.I. REIMBURSEMENT OF PERSONAL EXPENSES**

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

**V.J. FINGERPRINTING**

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

V.K. TELECOMMUTING

~~482. The City and the Union recognize that telecommuting programs represent good public policy. Pursuant to the 2003-2006 Agreement, the Government Efficiency Committee reviewed the feasibility of implementing a telecommuting policy for the classifications represented by the Union.~~

483. ~~Thereafter, the City convened a telecommuting committee (including representatives from City departments and the Union) which developed a comprehensive policy and program regarding telecommuting. Based on the recommendations of the committee, †The City implemented a Citywide Telecommuting Policy and Program (TPP), establishes specific conditions under which employees may perform their job-related duties remotely. The TPP can be found~~ copies of which are available on the Department of Human Resources Website at [www.sfdhr.org](http://www.sfdhr.org) and is incorporated herein for reference purposes only.

484. As described in the TPP materials, telecommuting is permissible under an agreement between the employee and the Appointing Officer or designee, subject to the approval of the Appointing Officer. An employee who meets the eligibility criteria and program guidelines may apply to participate in the TPP for a maximum for two (2) days each week, coming to work in person three (3) days each week. Telecommuting Program. As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject to the telecommuting appeal process. Either a telecommuting employee or the City may end a telecommuting arrangement at any time.

484a. ~~However, †Telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason(s).~~ In the event a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal the decision to the City’s Director of Human Resources, whose decision shall be final and binding. *Neither the Telecommuting Program TPP nor this Section V.K. are subject to the grievance and arbitration procedure of this Agreement.*

Location of Remote Work

~~484b.~~ Unless approved in writing by the Human Resources Director, employees are prohibited from working remotely outside of the State of California, except for incidental work at the request of the City or when the employer’s specific task requires working out of state, such as participation in training or a conference. All City employees are Disaster Service Workers under California law. In a declared emergency, employees approved for telecommuting must be able to physically report where directed within forty-eight (48) hours of a declared emergency.

ARTICLE V – WORKING CONDITIONS

**V.L. PAGERS/VOICEMAIL FOR REHABILITATION PROFESSIONALS**

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

**V.M. PAPERLESS PAY POLICY**

486. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement.
487. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access or who otherwise wish to receive a paper statement shall be able to receive hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
488. Under the policy, all employees will have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.

**V.N. HUMAN SERVICES AGENCY'S DEPARTMENT OF DISABILITY AND AGING SERVICES CASELOADS**

- 488a. At the request of the Union, within the first fiscal year quarter of this Agreement, the Human Services Agency's Department of Disability and Aging Services (DAS) shall meet with represented members assigned to the Public Guardian, Public Administrator, and Representative Payee Programs to discuss caseloads.**

**ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT**

**VI.A. SCOPE OF AGREEMENT**

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

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

**VI.B. SAVINGS CLAUSE**

491. Should a court or administrative agency declare any provision of this Agreement invalid, inapplicable to any person or circumstance, or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect for the duration of the Agreement.

*ARTICLE VI – IMPLEMENTATION AND TERM OF AGREEMENT*

**VI.C. AMENDMENT OR MODIFICATION**

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

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

493. This Memorandum of Understanding shall be in effect from July 1, 2019~~22~~22 through and inclusive of June 30, 2022~~4~~.

~~494. Upon mutual agreement, the parties may reopen this agreement for the sole purpose of addressing recruitment or retention difficulties with the City's engineers.~~

IN WITNESS HEREOF, the parties hereto have executed this Agreement.

FOR THE CITY

FOR THE UNION

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

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Debra Grabelle Date  
Executive Director  
IFPTE, Local 21

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~~Carol Isen~~ Date  
Ardis Graham  
Employee Relations Director

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~~Paul Bignardi~~ Date  
Al Barber  
Bargaining Team Member  
IFPTE, Local 21

Approved As To Form:  
DENNIS J. HERRERA  
DAVID CHIU  
City Attorney

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~~Mar Bustos~~ Date  
Valerie Barber  
Bargaining Team Member  
IFPTE, Local 21

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~~Katharine Hobin Porter~~ Date  
Jonathan Rolnick  
Chief Labor Attorney  
City and County of San Francisco

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Jenna Castro Date  
Bargaining Team Member  
IFPTE, Local 21

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~~Tina Cen-Camero~~ Date  
Bargaining Team Member  
IFPTE, Local 21

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Deanna Chan Date  
Bargaining Team Member  
IFPTE, Local 21

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~~Dean Coate~~ Date  
**Janey Chan**  
Bargaining Team Member  
IFPTE, Local 21

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~~Moses Corrette~~ Date  
**Gloria Lucas Davis**  
Bargaining Team Member  
IFPTE, Local 21

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~~Larry Griffin~~ Date  
**Chris Di Prima**  
Bargaining Team Member  
IFPTE, Local 21

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~~Eileen Housteau~~ Date  
**Erica Dixon**  
Bargaining Team Member  
IFPTE, Local 21

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~~Frances Hsieh~~ Date  
**Alexa Groenke**  
Bargaining Team Member  
IFPTE, Local 21

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~~Albert Ko~~ Date  
**Frances Hsieh**  
Bargaining Team Member  
IFPTE, Local 21

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Krysten Laine Date  
Bargaining Team Member  
IFPTE, Local 21

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~~Tedman Lee~~ Date  
**Elaine Leeming**  
Bargaining Team Member  
IFPTE, Local 21

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~~Michael Louie~~ Date  
**Rina Lopez**  
Bargaining Team Member  
IFPTE, Local 21

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~~Gloria Lucas~~ Date  
**Damon Louie**  
Bargaining Team Member  
IFPTE, Local 21

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~~Peter Luong~~ Date  
**Jonathan Lyons**  
Bargaining Team Member  
IFPTE, Local 21

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~~Ken Nim~~ Date  
**Judith Nierdorff**  
Bargaining Team Member  
IFPTE, Local 21

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Michelle Pollard Date  
Bargaining Team Member  
IFPTE, Local 21

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Tracey Sacca Date  
**Bianca Polovina**

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Bargaining Team Member  
IFPTE, Local 21

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~~JR Santos~~ Date  
**Francisco Santos, Jr.**  
Bargaining Team Member  
IFPTE, Local 21

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John Seagrave Date  
Bargaining Team Member  
IFPTE, Local 21

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~~Fran Sperisen~~ Date  
**Yasir Shiekh**  
Bargaining Team Member  
IFPTE, Local 21

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~~Marilyn Thompson~~ Date  
**Dimitri Shikaloff**  
Bargaining Team Member  
IFPTE, Local 21

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~~Kim Thompson~~ Date  
**Jeanne Sum**  
Bargaining Team Member  
IFPTE, Local 21

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Gus Vallejo Date  
**Lorrie Tanioka**  
Bargaining Team Member  
IFPTE, Local 21

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~~Rinaldi Wibowo~~ Date  
**Amar Thomas**  
Bargaining Team Member  
IFPTE, Local 21

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~~Danny Yeung~~ Date  
**Kim Thompson**  
Bargaining Team Member  
IFPTE, Local 21

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**Ken Tse** Date  
**Bargaining Team Member**  
**IFPTE, Local 21**

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**Gus Vallejo** Date  
**Bargaining Team Member**  
**IFPTE, Local 21**

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**Rinaldo Wibowo** Date  
**Bargaining Team Member**  
**IFPTE, Local 21**

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**Danny Yeung** Date  
**Bargaining Team Member**  
**IFPTE, Local 21**

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**Mollie Simons** Date  
**Attorney**  
**IFPTE, Local 21**

Timothy Mathews  
Research Specialist  
IFPTE, Local 21

Date

**APPENDIX A: LOCAL 21 REPRESENTED CLASSIFICATIONS**

THE FOLLOWING LIST OF CLASSES IS SUBJECT TO CHANGE. PLEASE REFER TO SECTION 16.210 OF THE SAN FRANCISCO ADMINISTRATIVE CODE (EMPLOYEE RELATIONS ORDINANCE) FOR THE MOST CURRENT LIST OF REPRESENTED CLASSIFICATIONS.

(As of June 30, 2019)

SetID	Job Code	Descr	Union Code
COMMN	1003	IS Operator-Senior	021
SFMTA	1003	IS Operator-Senior	021
COMMN	1010	Information Systems Trainee	021
SFMTA	1010	Information Systems Trainee	021
COMMN	1011	IS Technician Assistant	021
SFMTA	1011	IS Technician Assistant	021
COMMN	1021	IS Administrator 1	021
SFMTA	1021	IS Administrator 1	021
COMMN	1022	IS Administrator 2	021
SFMTA	1022	IS Administrator 2	021
COMMN	1023	IS Administrator 3	021
SFMTA	1023	IS Administrator 3	021
COMMN	1024	IS Administrator-Supervisor	021
SFMTA	1024	IS Administrator-Supervisor	021
COMMN	1031	IS Trainer-Assistant	021
SFMTA	1031	IS Trainer-Assistant	021
COMMN	1032	IS Trainer-Journey	021
SFMTA	1032	IS Trainer-Journey	021
COMMN	1033	IS Trainer-Senior	021
SFMTA	1033	IS Trainer-Senior	021
COMMN	1041	IS Engineer-Assistant	021
SFMTA	1041	IS Engineer-Assistant	021
COMMN	1042	IS Engineer-Journey	021
SFMTA	1042	IS Engineer-Journey	021
COMMN	1043	IS Engineer-Senior	021
SFMTA	1043	IS Engineer-Senior	021
COMMN	1044	IS Engineer-Principal	021
SFMTA	1044	IS Engineer-Principal	021
COMMN	1051	IS Business Analyst-Assistant	021
SFMTA	1051	IS Business Analyst-Assistant	021

**APPENDIX A**

COMMN	1052	IS Business Analyst	021
SFMTA	1052	IS Business Analyst	021
COMMN	1053	IS Business Analyst-Senior	021
SFMTA	1053	IS Business Analyst-Senior	021
COMMN	1054	IS Business Analyst-Principal	021
SFMTA	1054	IS Business Analyst-Principal	021
COMMN	1061	IS Program Analyst-Assistant	021
SFMTA	1061	IS Program Analyst-Assistant	021
COMMN	1062	IS Programmer Analyst	021
SFMTA	1062	IS Programmer Analyst	021
COMMN	1063	IS Programmer Analyst-Senior	021
SFMTA	1063	IS Programmer Analyst-Senior	021
COMMN	1064	IS Prg Analyst-Principal	021
SFMTA	1064	IS Prg Analyst-Principal	021
COMMN	1070	IS Project Director	021
SFMTA	1070	IS Project Director	021
COMMN	1091	IT Operations Support Admin I	021
SFMTA	1091	IT Operations Support Admin I	021
COMMN	1092	IT Operations Support Admin II	021
SFMTA	1092	IT Operations Support Admin II	021
COMMN	1093	IT Operations Support Admn III	021
SFMTA	1093	IT Operations Support Admn III	021
COMMN	1094	IT Operations Support Admin IV	021
SFMTA	1094	IT Operations Support Admin IV	021
COMMN	1095	IT Operations Support Admin V	021
SFMTA	1095	IT Operations Support Admin V	021
COMMN	1130	Youth Comm Advisor	022
COMMN	1203	Personnel Technician	022
SFMTA	1203	Personnel Technician	022
COMMN	1229	Special Examiner	022
COMMN	1230	Instructional Designer	021
COMMN	1231	EEO Senior Specialist	022
SFMTA	1231	EEO Senior Specialist	022
COMMN	1232	Training Officer	021
SFMTA	1232	Training Officer	021
COMMN	1233	EEO Programs Specialist	022
SFMTA	1233	EEO Programs Specialist	022
COMMN	1241	Personnel Analyst	022

**APPENDIX A**

SFMTA	1241	Personnel Analyst	022
COMMN	1244	Senior Personnel Analyst	022
SFMTA	1244	Senior Personnel Analyst	022
COMMN	1246	Principal Personnel Analyst	022
SFMTA	1246	Principal Personnel Analyst	022
COMMN	1249	Personnel Trainee	022
SFMTA	1249	Personnel Trainee	022
COMMN	1250	Recruiter	022
SFMTA	1250	Recruiter	022
COMMN	1312	Public Information Officer	021
SFMTA	1312	Public Information Officer	021
COMMN	1314	Public Relations Officer	021
SFMTA	1314	Public Relations Officer	021
COMMN	1360	Special Assistant 1	021
SFMTA	1360	Special Assistant 1	021
COMMN	1361	Special Assistant 2	021
SFMTA	1361	Special Assistant 2	021
COMMN	1362	Special Assistant 3	021
SFMTA	1362	Special Assistant 3	021
COMMN	1363	Special Assistant 4	021
SFMTA	1363	Special Assistant 4	021
COMMN	1364	Special Assistant 5	021
SFMTA	1364	Special Assistant 5	021
COMMN	1365	Special Assistant 6	021
SFMTA	1365	Special Assistant 6	021
COMMN	1366	Special Assistant 7	021
SFMTA	1366	Special Assistant 7	021
COMMN	1367	Special Assistant 8	021
SFMTA	1367	Special Assistant 8	021
COMMN	1368	Special Assistant 9	021
SFMTA	1368	Special Assistant 9	021
COMMN	1369	Special Assistant 10	021
SFMTA	1369	Special Assistant 10	021
COMMN	1370	Special Assistant 11	021
SFMTA	1370	Special Assistant 11	021
COMMN	1371	Special Assistant 12	021
SFMTA	1371	Special Assistant 12	021
COMMN	1452	Executive Secretary 2	022



**APPENDIX A**

SFMTA	1452	Executive Secretary 2	022
COMMN	1454	Executive Secretary 3	022
SFMTA	1454	Executive Secretary 3	022
COMMN	1492	Asst Clk, Board of Supervisors	022
SFMTA	1492	Asst Clk, Board of Supervisors	022
COMMN	1522	Cfdntal Sctry to City Atty	022
COMMN	1543	Secretary, Comm on the Environ	022
COMMN	1544	Secretary, Library Commission	022
COMMN	1548	Sctry, Human Svcs. Commission	022
COMMN	1549	Sctry, Juv Probation Comm	022
COMMN	1551	Secretary, Health Commission	022
COMMN	1555	Sctry, Bldg Inspection Comm	022
COMMN	1574	Ex Asst to the Controller	022
COMMN	1649	Accountant Intern	021
SFMTA	1649	Accountant Intern	021
COMMN	1650	Accountant I	021
SFMTA	1650	Accountant I	021
COMMN	1652	Accountant II	021
SFMTA	1652	Accountant II	021
COMMN	1654	Accountant III	021
SFMTA	1654	Accountant III	021
COMMN	1657	Accountant IV	021
SFMTA	1657	Accountant IV	021
COMMN	1670	Financial Systems Supervisor	021
SFMTA	1670	Financial Systems Supervisor	021
COMMN	1684	Auditor II	021
SFMTA	1684	Auditor II	021
COMMN	1686	Auditor III	021
SFMTA	1686	Auditor III	021
COMMN	1801	Analyst Trainee	021
COMMN	1803	Performance Analyst I	021
COMMN	1804	Statistician	021
SFMTA	1804	Statistician	021
COMMN	1805	Performance Analyst II	021
SFMTA	1805	Performance Analyst II	021
COMMN	1806	Senior Statistician	021
SFMTA	1806	Senior Statistician	021
COMMN	1823	Senior Administrative Analyst	021

**APPENDIX A**

SFMTA	1823	Senior Administrative Analyst	021
COMMN	1824	Pr Administrative Analyst	021
SFMTA	1824	Pr Administrative Analyst	021
COMMN	1825	Prnpl Admin Analyst II	021
SFMTA	1825	Prnpl Admin Analyst II	021
COMMN	1827	Administrative Services Mgr	021
SFMTA	1827	Administrative Services Mgr	021
COMMN	1830	Perf Analyst III Project Mgr	021
COMMN	1835	Legislative Assistant	022
SFMTA	1835	Legislative Assistant	022
COMMN	1849	Prog Mgr, Bus & Econ Develop	021
COMMN	1867	Auditor I	021
COMMN	1942	Asst Materials Coordinator	021
SFMTA	1942	Asst Materials Coordinator	021
COMMN	1944	Materials Coordinator	021
SFMTA	1944	Materials Coordinator	021
COMMN	1950	Assistant Purchaser	021
SFMTA	1950	Assistant Purchaser	021
COMMN	1952	Purchaser	021
SFMTA	1952	Purchaser	021
COMMN	1956	Senior Purchaser	021
SFMTA	1956	Senior Purchaser	021
COMMN	1958	Supervising Purchaser	021
SFMTA	1958	Supervising Purchaser	021
COMMN	2107	Med Staff Svcs Dept Anl	021
COMMN	2119	Health Care Analyst	021
COMMN	2218	Physician Assistant	021
COMMN	2403	Forensic Laboratory Analyst	021
COMMN	2456	Forensic Toxicologist	021
COMMN	2457	Forensic Toxicologist Supervis	021
COMMN	2458	Chief Forensic Toxicologist	021
COMMN	2481	Water Quality Technician	021
SFMTA	2481	Water Quality Technician	021
COMMN	2482	Water Quality Tech III	021
COMMN	2483	Biologist	021
COMMN	2484	Biologist III	021
COMMN	2485	Supv Biologist	021
COMMN	2486	Chemist	021

**APPENDIX A**

COMMN	2487	Chemist III	021
COMMN	2488	Supv Chemist	021
COMMN	2489	Lab Svcs Mgr	021
COMMN	2538	Audiometrist	021
SFMTA	2538	Audiometrist	021
COMMN	2540	Audiologist	021
SFMTA	2540	Audiologist	021
COMMN	2542	Speech Pathologist	021
SFMTA	2542	Speech Pathologist	021
COMMN	2548	Occupational Therapist	021
SFMTA	2548	Occupational Therapist	021
COMMN	2550	Senior Occupational Therapist	021
SFMTA	2550	Senior Occupational Therapist	021
COMMN	2551	Mental Hlth Treatment Spec	021
SFMTA	2551	Mental Hlth Treatment Spec	021
COMMN	2555	Physical Therapist Assistant	021
SFMTA	2555	Physical Therapist Assistant	021
COMMN	2556	Physical Therapist	021
SFMTA	2556	Physical Therapist	021
COMMN	2558	Senior Physical Therapist	021
SFMTA	2558	Senior Physical Therapist	021
COMMN	2561	Optometrist	021
COMMN	2566	Rehabilitation Counselor	021
SFMTA	2566	Rehabilitation Counselor	021
COMMN	2576	Sprv Clinical Psychologist	021
COMMN	2589	Health Program Coordinator 1	021
SFMTA	2589	Health Program Coordinator 1	021
COMMN	2591	Health Program Coordinator 2	021
SFMTA	2591	Health Program Coordinator 2	021
COMMN	2593	Health Program Coordinator 3	021
SFMTA	2593	Health Program Coordinator 3	021
COMMN	2594	Employee Assistance Counselor	021
SFMTA	2594	Employee Assistance Counselor	021
COMMN	2595	Sr Employee Asst Counselor	021
SFMTA	2595	Sr Employee Asst Counselor	021
COMMN	2802	Epidemiologist 1	021
SFMTA	2802	Epidemiologist 1	021
COMMN	2803	Epidemiologist 2	021

**APPENDIX A**

SFMTA	2803	Epidemiologist 2	021
COMMN	2819	Assistant Health Educator	021
SFMTA	2819	Assistant Health Educator	021
COMMN	2822	Health Educator	021
SFMTA	2822	Health Educator	021
COMMN	2825	Senior Health Educator	021
SFMTA	2825	Senior Health Educator	021
COMMN	2846	Nutritionist	021
SFMTA	2846	Nutritionist	021
COMMN	2924	Medical Social Work Supervisor	021
SFMTA	2924	Medical Social Work Supervisor	021
COMMN	2978	Contract Compliance Officer 2	021
SFMTA	2978	Contract Compliance Officer 2	021
COMMN	2982	Rent Board Supervisor	021
SFMTA	2982	Rent Board Supervisor	021
COMMN	2992	Contract Compliance Officer 1	021
SFMTA	2992	Contract Compliance Officer 1	021
COMMN	3374	Volunteer/Outreach Coord	021
COMMN	3530	Chaplain	021
SFMTA	3530	Chaplain	021
COMMN	4140	Real Property Manager	021
COMMN	4142	Senior Real Property Officer	021
COMMN	4143	Principal Real Property Ofc	021
COMMN	4220	Personal Property Auditor	021
COMMN	4222	Sr Personal Property Auditor	021
COMMN	4224	Pr Personal Property Auditor	021
COMMN	4230	Estate Investigator	021
COMMN	4231	Senior Estate Investigator	021
COMMN	4232	Veterans Claims Representative	021
COMMN	4233	Veterans Claims Representative	021
COMMN	4260	Real Prop Appraiser Trainee	021
COMMN	4261	Real Property Appraiser	021
COMMN	4265	Senior Real Property Appraiser	021
COMMN	4267	Pr Real Property Appraiser	021
COMMN	5120	Architectural Administrator	021
SFMTA	5120	Architectural Administrator	021
COMMN	5130	Sewage Treatment Plant Supt	021
SFMTA	5130	Sewage Treatment Plant Supt	021

**APPENDIX A**

COMMN	5174	Administrative Engineer	021
SFMTA	5174	Administrative Engineer	021
COMMN	5177	Safety Officer	021
SFMTA	5177	Safety Officer	021
COMMN	5201	Junior Engineer	021
SFMTA	5201	Junior Engineer	021
COMMN	5203	Assistant Engineer	021
SFMTA	5203	Assistant Engineer	021
COMMN	5207	Assoc Engineer	021
SFMTA	5207	Assoc Engineer	021
COMMN	5209	Industrial Engineer	021
SFMTA	5209	Industrial Engineer	021
COMMN	5211	Eng/Arch/Landscape Arch Sr	021
SFMTA	5211	Eng/Arch/Landscape Arch Sr	021
COMMN	5212	Engineer/Architect Principal	021
SFMTA	5212	Engineer/Architect Principal	021
COMMN	5214	Building Plans Engineer	021
SFMTA	5214	Building Plans Engineer	021
COMMN	5215	Fire Protection Engineer	021
SFMTA	5215	Fire Protection Engineer	021
COMMN	5216	Chief Surveyor	021
SFMTA	5216	Chief Surveyor	021
COMMN	5218	Structural Engineer	021
SFMTA	5218	Structural Engineer	021
COMMN	5219	Senior Structural Engineer	021
SFMTA	5219	Senior Structural Engineer	021
COMMN	5241	Engineer	021
SFMTA	5241	Engineer	021
COMMN	5260	Architectural Assistant 1	021
SFMTA	5260	Architectural Assistant 1	021
COMMN	5261	Architectural Assistant 2	021
SFMTA	5261	Architectural Assistant 2	021
COMMN	5262	Landscape Architect Assoc 1	021
SFMTA	5262	Landscape Architect Assoc 1	021
COMMN	5265	Architectural Associate 1	021
SFMTA	5265	Architectural Associate 1	021
COMMN	5266	Architectural Associate 2	021
SFMTA	5266	Architectural Associate 2	021

**APPENDIX A**

COMMN	5268	Architect	021
SFMTA	5268	Architect	021
COMMN	5272	Landscape Architect Assoc 2	021
SFMTA	5272	Landscape Architect Assoc 2	021
COMMN	5274	Landscape Architect	021
SFMTA	5274	Landscape Architect	021
COMMN	5275	Planner Technician	021
COMMN	5276	City Planning Intern	021
COMMN	5277	Planner 1	021
SFMTA	5277	Planner 1	021
COMMN	5278	Planner 2	021
SFMTA	5278	Planner 2	021
COMMN	5283	Planner 5	021
SFMTA	5283	Planner 5	021
COMMN	5288	Transportation Planner II	021
SFMTA	5288	Transportation Planner II	021
COMMN	5289	Transportation Planner III	021
SFMTA	5289	Transportation Planner III	021
COMMN	5290	Transportation Planner IV	021
SFMTA	5290	Transportation Planner IV	021
COMMN	5291	Planner 3	021
SFMTA	5291	Planner 3	021
COMMN	5293	Planner 4	021
SFMTA	5293	Planner 4	021
COMMN	5298	Planner 3-Environmental Review	021
SFMTA	5298	Planner 3-Environmental Review	021
COMMN	5299	Planner 4-Environmental Review	021
SFMTA	5299	Planner 4-Environmental Review	021
COMMN	5301	Manager, Traffic Painting Prog	021
SFMTA	5301	Manager, Traffic Painting Prog	021
COMMN	5302	Traffic Survey Technician	021
SFMTA	5302	Traffic Survey Technician	021
COMMN	5303	Sprv, Traffic & Street Signs	021
SFMTA	5303	Sprv, Traffic & Street Signs	021
COMMN	5304	Materials Testing Aide	021
SFMTA	5304	Materials Testing Aide	021
COMMN	5305	Materials Testing Technician	021
SFMTA	5305	Materials Testing Technician	021

**APPENDIX A**

SFMTA	5306	Traffic Sign Manager	021
COMMN	5310	Survey Assistant I	021
SFMTA	5310	Survey Assistant I	021
COMMN	5312	Survey Assistant II	021
SFMTA	5312	Survey Assistant II	021
COMMN	5314	Survey Associate	021
SFMTA	5314	Survey Associate	021
COMMN	5320	Illustrator and Art Designer	021
SFMTA	5320	Illustrator and Art Designer	021
COMMN	5330	Graphics Supervisor	021
SFMTA	5330	Graphics Supervisor	021
COMMN	5362	Engineering Assistant	021
SFMTA	5362	Engineering Assistant	021
COMMN	5364	Engineering Associate 1	021
SFMTA	5364	Engineering Associate 1	021
COMMN	5366	Engineering Associate 2	021
SFMTA	5366	Engineering Associate 2	021
COMMN	5380	StdntDsgnTrain1, Arch/Eng/Plng	021
SFMTA	5380	StdntDsgnTrain1, Arch/Eng/Plng	021
COMMN	5381	StdntDsgn Train2/Arch/Eng/Plng	021
SFMTA	5381	StdntDsgn Train2/Arch/Eng/Plng	021
COMMN	5382	StdntDsgnTrain3, Arch/Eng/Plng	021
SFMTA	5382	StdntDsgnTrain3, Arch/Eng/Plng	021
COMMN	5408	Coord of Citizen Involvement	021
SFMTA	5408	Coord of Citizen Involvement	021
COMMN	5502	Project Manager 1	021
SFMTA	5502	Project Manager 1	021
COMMN	5504	Project Manager 2	021
SFMTA	5504	Project Manager 2	021
COMMN	5506	Project Manager 3	021
SFMTA	5506	Project Manager 3	021
COMMN	5508	Project Manager 4	021
SFMTA	5508	Project Manager 4	021
COMMN	5601	Utility Analyst	021
COMMN	5602	Utility Specialist	021
COMMN	5620	Regulatory Specialist	021
SFMTA	5620	Regulatory Specialist	021
COMMN	5638	Environmental Assistant	021

**APPENDIX A**

COMMN	5640	Environmental Spec	021
COMMN	5642	Sr. Environmental Spec	021
COMMN	5644	Principal Environ Specialist	021
COMMN	6115	Wastewater Control Inspector	021
SFMTA	6115	Wastewater Control Inspector	021
COMMN	6116	Sprv Wastewater Cont Inspector	021
SFMTA	6116	Sprv Wastewater Cont Inspector	021
COMMN	6130	Safety Analyst	021
SFMTA	6130	Safety Analyst	021
COMMN	6137	Assistant Industrial Hygienist	021
SFMTA	6137	Assistant Industrial Hygienist	021
COMMN	6138	Industrial Hygienist	021
SFMTA	6138	Industrial Hygienist	021
COMMN	6139	Senior Industrial Hygienist	021
SFMTA	6139	Senior Industrial Hygienist	021
COMMN	6222	Depty Sealer of Weights & Meas	021
COMMN	6229	Street Inspector Trainee	021
COMMN	6230	Street Inspector	021
SFMTA	6230	Street Inspector	021
COMMN	6231	Senior Street Inspector	021
SFMTA	6231	Senior Street Inspector	021
COMMN	6232	Street Inspection Supervisor	021
SFMTA	6232	Street Inspection Supervisor	021
COMMN	6262	Plan Checker	021
SFMTA	6262	Plan Checker	021
COMMN	6266	Senior Plan Checker	021
SFMTA	6266	Senior Plan Checker	021
COMMN	6270	Housing Inspector	021
SFMTA	6270	Housing Inspector	021
COMMN	6272	Senior Housing Inspector	021
SFMTA	6272	Senior Housing Inspector	021
COMMN	6274	Chief Housing Inspector	021
SFMTA	6274	Chief Housing Inspector	021
COMMN	6281	Fire Safety Inspector 2	021
SFMTA	6281	Fire Safety Inspector 2	021
COMMN	6315	Cost Estimator	021
COMMN	6317	Assistant Const Inspector	021
SFMTA	6317	Assistant Const Inspector	021



**APPENDIX A**

COMMN	6318	Construction Inspector	021
SFMTA	6318	Construction Inspector	021
COMMN	6319	Senior Const Inspector	021
SFMTA	6319	Senior Const Inspector	021
COMMN	6335	Disability Access Coordinator	021
SFMTA	6335	Disability Access Coordinator	021
COMMN	7132	Telecommunication Supervisor	021
SFMTA	7132	Telecommunication Supervisor	021
COMMN	7336	Electr Instrmntn Tech Wtr Poll	021
SFMTA	7336	Electr Instrmntn Tech Wtr Poll	021
COMMN	7457	Sign Worker	021
SFMTA	7457	Sign Worker	021
COMMN	8116	Legislative Calendar Clerk	022
SFMTA	8116	Legislative Calendar Clerk	022
COMMN	8118	Legislative Clerk	022
SFMTA	8118	Legislative Clerk	022
COMMN	8132	DA Investigative Assist	021
SFMTA	8132	DA Investigative Assist	021
COMMN	8151	Claims Investigator, CA	022
SFMTA	8151	Claims Investigator, CA	022
COMMN	8152	SrClaimsInvstgtor,Cty Atty Ofc	022
SFMTA	8152	SrClaimsInvstgtor,Cty Atty Ofc	022
COMMN	8167	Admin Hearing Examiner	021
SFMTA	8167	Admin Hearing Examiner	021
SFMTA	8168	Administrative Hearing Sup	021
COMMN	8169	Legislative Asst City Atty Ofc	022
SFMTA	8169	Legislative Asst City Atty Ofc	022
COMMN	8173	Legal Assistant	021
SFMTA	8173	Legal Assistant	021
COMMN	8219	Parking Enforcement Admin	021
SFMTA	8219	Parking Enforcement Admin	021
COMMN	8240	Pub Safety Communication Coord	021
SFMTA	8240	Pub Safety Communication Coord	021
COMMN	8247	Emergency Planning Coordinator	021
COMMN	8252	Forensic Latent Examiner I	021
COMMN	8253	Forensic Latent Examiner II	021
COMMN	8254	Forensic Latent Examiner Sup	021
COMMN	8259	Criminalist I	021

**APPENDIX A**

COMMN	8260	Criminalist II	021
SFMTA	8260	Criminalist II	021
COMMN	8262	Criminalist III	021
SFMTA	8262	Criminalist III	021
COMMN	8264	Forensic Document Examiner	021
SFMTA	8264	Forensic Document Examiner	021
COMMN	8600	Emergency Services Assistant	021
COMMN	8601	Emergency Services Coord I	021
COMMN	8602	Emergency Services Coord II	021
SFMTA	8602	Emergency Services Coord II	021
COMMN	8603	Emergency Services Coord III	021
COMMN	8604	Emergency Services Coord IV	021
SFMTA	9151	Real Estate Devt. Mgr, SFMTA	021
SFMTA	9195	Light Rail Vehicle Equip Eng	021
SFMTA	9196	Sr Light Rail Veh Equip Eng	021
SFMTA	9197	Signal and Systems Engineer	021
COMMN	9206	Airport Property Specialist 1	021
COMMN	9255	Airport Economic Planner	021
COMMN	9376	Market Research Spec, Port	021
COMMN	9377	Feasibility Analyst, Port	021
COMMN	9386	Senior Property Manager, Port	021
COMMN	9393	Maritime Marketing Repr	021
COMMN	9395	Property Manager, Port	021
COMMN	9976	Technology Expert I	021
SFMTA	9976	Technology Expert I	021
COMMN	O970	Accounting Supervisor (OCII)	021
COMMN	O990	Assistant Prjct Manager (OCII)	021

**APPENDIX B: SCHEDULES OF COMPENSATION**

**(To be appended by September 30, 2014)**

**APPENDIX C: CIP ADDENDUM**

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

**Introduction**

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

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

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

**Findings**

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

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

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

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

*APPENDIX C*

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE I - DEFINITIONS**

- 1.1 "Agreement" means "Capital Improvement Plan Projects MOU Addendum" between the City and Local 21 covering the City's capital projects.
- 1.2 "Capital Improvement Program" or "CIP" means the Capital Improvement Program of the San Francisco Public Utilities Commission which consists of approximately 38 infrastructure improvement projects for regional water and approximately 39 infrastructure improvement projects for local water, all of which will be bond funded. The CIP may also in the future include a bond-funded Clean Water Improvement Program and a Repair and Replacement Program in which annual water revenues will be utilized for ongoing maintenance of these regional and water projects.
- 1.3 "Major Capital Projects" as used herein mean those capital projects with budgets for construction, professional /personal services, purchase, or installation that continue over a multi-year period and that provide facilities, systems or equipment with a useful life of three years or more or extend the useful life of a facility, system or equipment for three years or more and that: 1) exceed five (5) million dollars (\$5,000,000.00); or 2) exceed one million dollars (\$1,000,000.00) and which are certified by the Appointing Officer and the City Administrator's Office as so significantly complex as to merit additional compensation for those employees working on such projects. Significantly complex projects are those projects that involve three or more engineering disciplines and that:
- i. carry a high degree of consequence of error that could result in potentially significant bond penalties or potential loss of significant grant or bond funding; and or,
  - ii. require significant involvement in negotiation and consensus building among a variety of stakeholders, including regulatory agencies; involve complex, unusual or unique construction or fabrication methods; and that are generally highly visible.
- 1.4 The decision of the Appointing Officer and/or City Administrator's Office regarding the complexity of a capital project as provided in paragraph 1.3 above shall not be subject to the grievance procedures under this Agreement or to interest arbitration.
- 1.5 "City" means City and County of San Francisco.
- 1.6 "CSC" means the Civil Service Commission of the City and County of San Francisco.
- 1.7 "Day" means calendar days, unless otherwise expressly provided.
- 1.8 "DHR" means Department of Human Resources, a department of the City.
- 1.9 "DPW" means Department of Public Works, a department of the City.
- 1.10 "MTA" means Municipal Transportation Agency.

**APPENDIX C**

- 1.11 "Emergency" means unanticipated event or delay that impacts the functionality of the water system.
- 1.12 "JUCC" means Joint Union-City Committee, a joint labor management committee between the City and Local 21.
- 1.13 "Local 21" means "Union" or "International Federation of Professional and Technical Engineers (IFPTE), Local 21."
- 1.14 "MMBA" means the Meyers-Miliias-Brown Act, Government Code section 3500 et seq.
- 1.15 "MOU" means the memorandum of understanding between the City and Local 21.
- 1.16 "Parties" means the City and County of San Francisco and the International Federation of Professional and Technical Engineers (IFPTE), Local 21.
- 1.17 "Planning" means the activities of employees in the classes covered by this Agreement during the pre-design and/or planning phase of the City's capital projects.
- 1.18 "PUC" means Public Utilities Commission, a department of the City.
- 1.19 "RFP" or "RFQ" means Request for Proposal or Request for Qualifications.
- 1.20 "UCRC" means Union/City Relations Committee.

**ARTICLE II – SCOPE OF AGREEMENT**

- 2.1 Parties. Subject to approval by the Board of Supervisors and ratification by the Union, the Agreement shall apply to the City and County of San Francisco and IFPTE, Local 21.
- 2.2 Covered Classifications. This Agreement shall govern the following Local 21 represented design, construction management and project management classifications.

- 5120 Architectural Administrator
- 5174 Administrative Engineer
- 5201 Junior Engineer
- 5203 Assistant Engineer
- 5205 Associate Materials Engineer
- 5207 Associate Engineer
- 5211 Senior Engineer
- 5212 Principal Engineer
- 5218 Structural Engineer
- 5219 Senior Structural Engineer
- 5241 Engineer
- 5260 Architectural Assistant I

*APPENDIX C*

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

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

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



## APPENDIX C

### 2.4 Exclusions

- 2.4.1 Except as set forth herein, the Agreement is not intended to, and shall not affect Local 21 represented classes not covered in Section 2.2.
- 2.4.2 This Agreement shall not abrogate, diminish or modify the jurisdiction and requirements of the State Constitution, State Codes, Charter, the Administrative Code and the Civil Service Commission and Civil Service Commission Rules. Matters within the jurisdiction of the Civil Service Commission as set forth in Charter Section A8.409-3 are not subject to any interest or grievance arbitration procedure.
- 2.4.3 This agreement shall not apply where acceptance of funding from a state or federal agency precludes its application.

## **ARTICLE III – STAFFING**

### 3.1 Principles

- 3.1.1 The parties agree that in order to maximize City employment opportunities, it is necessary to hire and promote highly qualified employees quickly and efficiently. The parties acknowledge that many employees involved in capital projects possess state licenses in engineering, architecture and other specialties; such licenses often establish a candidate's minimum qualifications for employment; and, with respect to licensed professionals, employment and promotional decisions are best addressed at the departmental level.
- 3.1.2 The parties agree that the hiring methods employed on the CIP and other capital projects throughout the City should be fair, should honor the merit system, should command public confidence, and should be focused on creating a talented city workforce.
- 3.1.3 The parties agree that this Article covers matters within the jurisdiction of the Civil Service Commission and shall be administered subject to Civil Service Commission Rules and procedures.

### 3.2 Hiring

- 3.2.1 Continuous Testing. As permitted under Civil Service Rule III, the Union agrees to the use of continuous testing for all classes covered by this agreement.
- 3.2.2 Certification Rules. In accordance with Civil Service Rule 113, the parties agree to the following certification rules for covered classes:

## APPENDIX C

- a. Rule of the List. Classes 5211 (Senior Engineer), 5212 (Principal Engineer), 5270 (Senior Architect), 5273 (Principal Architect) and 5275 (Senior Landscape Architect) shall utilize the Rule of the List.
- b. Rule of Seven scores. Classes 5174 (Administrative Engineer), 5241 (Engineer), 5268 (Architect) and 5274 (Landscape Architect) shall utilize a ranked list and the Rule of Seven scores.
- c. Rule of Five scores. Classes 5266 (Architectural Assistant II) and 5272 (Landscape Architect Associate II) shall utilize a ranked list and the same certification rule (Rule of Five scores) currently used by Class 5207 (Associate Engineer).
- d. Rule of Three scores. Classes 5260 (Architectural Assistant I), 5261 (Architectural Assistant II), 5262 (Landscape Architectural Associate I) and 5265 (Architectural Associate I) shall utilize a ranked list and the same certification rule (Rule of Three scores) currently used for Class 5201 (Junior Engineer) and Class 5203 (Assistant Engineer).
- e. Other Covered Classes. Consistent with Civil Service Rules, the basic certification will be Rule of Three scores unless the parties mutually agree to a broader certification rule. All other covered classes shall continue to utilize existing certification rules. All certification rules may be modified by mutual agreement.

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

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

3.2.5 Appeals. Nothing herein shall waive an employee's right to pursue available remedies before the Civil Service Commission in accordance with Civil Service Commission Rules. The Union agrees not to appeal to the Civil Service Commission the utilization of continuous lists or the application of the certification rules set forth in this Agreement. Neither hiring decisions nor any other provision of this Section shall be grievable under either the provisions of this Agreement or the parties' MOU.

### 3.3 Technical Engineers

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

**ARTICLE IV – CONTRACTING**

4.1 Principles

- 4.1.1 The parties commit to delivering the CIP and related projects with the highest quality and on-time and on-budget.
- 4.1.2 The parties commit to use in-house staff to perform engineering, planning, architectural, construction management, program management and project management work where feasible and practicable given the needs and schedule of the CIP and related projects.
- 4.1.3 The parties agree that contracting-out may be necessary in some circumstances and that disagreements over decisions to contract-out shall be fact-based and shall utilize the criteria set forth herein.
- 4.1.4 The parties acknowledge that the process set forth herein is intended as a pilot designed to improve communication and decision making with regard to contracting issues at PUC and DPW.
- 4.1.5 The parties acknowledge that this is a pilot process limited to contracting decisions at PUC and DPW, but mutually desire that successful outcomes will motivate other City departments to utilize this pilot process or related processes for contracting decisions.

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

- 4.2.1 Specialized Expertise. The City may contract-out specialized services for which City staff do not possess the necessary specialized skills or experience.
- 4.2.2 Peak Workloads. The City may contract-out to address temporary peak workloads. Temporary peak workloads are situations where City staff are capable of providing needed services, but sufficient staff are not available to meet project deadlines and the work is not forecasted to be sufficient to sustain the hiring of additional, qualified permanent employees without risk of layoff or displacement.
- 4.2.3 Emergencies and/or Unanticipated Events or Delays. The City may contract-out work necessary to address emergencies, unanticipated events or delays.

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

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

*APPENDIX C*

- a. Poll other City departments to see if such specialized expertise exists;
- b. Engage in forecasting with other City departments to assess whether an in-house position with the specialized expertise can be supported;
- c. Post the need for specialized skills on email or other systems to enable in-house employees to apply for specialized positions;
- d. Determine the extent to which on-going training by City-staff and existing contractors to employees seeking new skills or job opportunities can mitigate the need to rely upon additional contractors for such specialized expertise;
- e. To the extent applicable, use information contained in the PUC-developed Skills Bank to determine staff availability and training needs.

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

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

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

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

*APPENDIX C*

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

**ARTICLE V – COMPENSATION**

5.1 Principles

- 5.1.1 Recognizing the challenging goals of the CIP and other major capital projects, the parties agree that a flexible compensation structure is necessary. In particular, incentives may be appropriate to encourage and recognize employees who assume additional responsibilities, develop and utilize specialized skills through classroom and on-the-job training, and exhibit leadership, initiative and creativity in their field.
- 5.1.2 The parties further acknowledge that although basic compensation levels are established through their existing MOU, the needs and resources of the CIP and related major capital projects are unique.

5.2 Leadership Pay

5.2.1 Eligibility

- a. Subject to the conditions herein, employees directed to perform any of the assignments referenced and defined in sub-section 5.2.2 shall receive a premium equal to 5% of base salary for hours that such duties are actually performed. Such incentives are intended to recognize additional responsibilities and/or special skills on the CIP and other major capital projects. Leadership pay shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions.
- b. An Employee is not eligible to receive Leadership Pay if:
- i. The employee is receiving acting assignment pay pursuant to MOU section III.B.2 (Acting Assignment Pay) or a supervisory differential pursuant to MOU section III.B.4 (Supervisory Differential Adjustment).
  - ii. The employee is receiving Lead Person Pay under MOU Section III.B.5 (Lead Person Pay) on the same day.
  - iii. The employee is assigned or appointed to a project manager classification.
- c. All assignments eligible for Leadership Pay must be made in writing and approved by the Appointing Officer or designee. Such assignments are at the sole discretion of the Appointing Officer or designee.

- d. It is understood that additional compensation is intended for the hours that such additional duties are performed. An employee who believes they qualify for such a premium, and the premium has not been paid, shall address the issue in accordance with Article III.B.3 (Acting Assignment Exceptions) of the parties' MOU.
- e. Employees shall have no expectation of continued payment once such additional responsibilities have been completed. The termination or removal of such responsibilities shall not be subject to the grievance procedure.
- f. Leadership pay shall be calculated on base pay.

#### 5.2.2 Leadership Assignments

- a. Project Engineer/Architect/Landscape Architect. Employees assigned to function as the Project Engineer/Architect/Landscape Architect of a major capital project shall receive a premium equal to 5% of base salary while actually engaged in such assignments. The Project Engineer/Architect/Landscape Architect (PE) is supervised by the Functional Manager and reports to a Project Manager for project budget, and schedule issues. The PE is responsible for ensuring that Design Lead Engineers/Architects/Landscape Architects and other support groups, including consultants and other City engineering groups produce integrated work products that meet project goals. The PE ensures the integrity and timely completion of the critical engineering calculations, QA, presentations, and progress reporting.
- b. Resident Engineer. Employees assigned to function as a resident engineer/architect/landscape architect (RE) of a major capital project shall receive a premium equal to 5% of base salary while actually engaged in such functions. The Resident Engineer (RE) shall be responsible for overall construction management oversight and completion of the construction project. The function includes construction team coordination, negotiations, reporting, enforcement of codes and regulations, monitoring of construction quality, budget and schedule, and construction close-out; however, inspection duties are not considered a part of the function. The RE reports to the Construction Manager (CM) for construction issues and the Project Manager (PM) for financial issues. The RE is the primary point of contact for the Field Contractor.
- c. CAD Manager. Employees in technical engineering classifications shall receive a premium equal to 5% of base salary when assigned to direct the work of one or more employees in the same or a higher class, or has lead responsibility for continuous improvement and enforcement of departmental CAD standards, while actually engaged in such assignments on major capital projects.
- d. Flexible Lead. Employees covered by this Agreement shall receive a premium equal to 5% of base salary when assigned to direct the work of three or more employees in the same or a higher class, while actually engaged in such assignments on major capital projects.

APPENDIX C

5.3 Special Skills Pay

5.3.1 Eligibility

- a. Employees directed to substantially perform any of the assignments referenced and defined in sub-section 5.3.2 shall receive a premium equal to 5% of base salary for the duration of the assignment. Such incentives are intended to recognize additional responsibilities and/or special skills on the CIP and other capital projects. Special skills pay shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions.
- b. An employee is not eligible to receive Special Skills Pay if:
  - i. The employee is receiving acting assignment pay pursuant to MOU section III.B.2 (Acting Assignment Pay) or a supervisory differential pursuant to MOU section III.B.4 (Supervisory Differential Adjustment).
  - ii. The employee is assigned or appointed to a project manager classification.
- c. All Special Skills Pay assignments must be made in writing and approved by the Appointing Officer or designee. Such assignments are at the sole discretion of the Appointing Officer or designee.
- d. An employee who believes the employee qualifies for such a premium, and the premium has not been paid, shall address the issue in accordance with Article III.B.3 (Acting Assignment Exceptions) of the parties' MOU.
- f. Employees shall have no expectation of continued payment once such additional responsibilities have been completed. The termination or removal of such responsibilities shall not be subject to the grievance procedure.
- g. Special skills pay shall be calculated on base pay.

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

- a. Scheduler. The Scheduler is responsible for preparing detailed and complex project or construction schedules using Primavera or similar computer software, or is responsible for detailed analysis and evaluation of such schedules prepared by others. The Scheduler performs analysis and evaluation of the impacts of construction activities at the site and their impact on normal operations at the site. The Scheduler performs analysis and evaluation of change orders, claims, and other project events and reports on their impacts on the construction quality and schedule.
- b. Cost Estimator. The Cost Estimator prepares detailed cost estimates of major capital projects during all phases of projects, from conceptual design estimates through

change order estimates during construction. Such cost estimates shall be based on industry standard cost estimating databases, supplemented by local cost data and experience, using formats and methodologies consistent with current industry practices.

- c. Other Specialty. The parties recognize that additional special skills requiring a 5% incentive may be identified by the City or the JUCC. Such additional special skills shall be entitled to receive the above premium upon approval of the City's Human Resources Director after appropriate consultation with affected Departments.

## **ARTICLE VI – JOINT UNION-CITY COMMITTEE**

### 6.1 Principles

- 6.1.1 The parties agree that a Joint Union-City Committee (JUCC) shall be a forum for communication and cooperation to support the joint mission to deliver high quality, cost effective services to PUC and DPW major capital projects.
- 6.1.2 The parties agree that both parties bring value, talent and the resources necessary to provide excellent public service in furtherance of the CIP's primary objectives.
- 6.1.3 The parties agree that the JUCC will help further the parties' following mutual interests:
  - a. To improve our relationship;
  - b. To provide a supportive, productive, challenging, high-quality work environment in which all employees are treated with dignity and respect and are valued for their individual and team contributions;
  - c. To ensure gains in efficiency, effectiveness and accountability thereby helping to ensure that the PUC CIP and other capital projects are delivered with the highest quality, on-time and on-budget;
- 6.1.4 The parties agree that the JUCC is vital to the success of this Agreement and that the primary mission of the JUCC shall be to ensure that this Agreement functions effectively and that disputes are resolved expeditiously in support of the PUC CIP's primary objectives.
- 6.1.5 The parties incorporate by reference the Agreement between the PUC and the Union dated November 16, 2001 which describes the participants in and scope of the JUCC. The parties further agree to incorporate by reference the Memorandum of Understanding between the PUC and DPW, dated October 9, 2002 which also addresses the JUCC. To the extent inconsistencies exist between either the November 16, 2001 Agreement or the October 9, 2002 MOU and this Agreement, this Agreement shall supercede.



## APPENDIX C

### 6.2 JUCC Steering Committee

- 6.2.1 The JUCC shall consist of a steering committee consisting of five representatives selected by the City and five representatives selected by Local 21. Each side may select one alternate.
- 6.2.2 The JUCC shall be co-chaired by the Assistant General Manager for Infrastructure or designee and the Executive Director of IFPTE, Local 21 or designee.
- 6.2.3 The JUCC may appoint additional City and Local 21 representatives to staff sub-committees or to participate in JUCC matters as necessary.

### 6.3 Scope of Issues.

- 6.3.1 The parties agree that the JUCC shall be an advisory body charged with the following responsibilities:
  - a. review of CIP and – other major capital projects’ core labor issues including staffing, contracting, recognition, working conditions and organizational process improvements;
  - b. advice and recommendations regarding the meaning, interpretation, or application of this Agreement;
  - c. advice and recommendations regarding issues which both the City and the Union agree to submit to the JUCC;
  - d. advice and recommendations regarding necessary specialty assignments as described in Section 5.3.2(d);
  - e. review of DPW and PUC RFP’s and/or RFQ’s for Personal Service Contracts for services pertaining to the delivery of major capital projects.
  - f. advice and recommendations regarding the City’s forecasts of capital project workloads and staffing availability.
  - g. creation, deletion or modification of necessary sub-committees.

- 6.3.2 The parties acknowledge that the JUCC does not in any way displace the City's UCRC or grievance procedures described in the collective bargaining agreement between the parties.

### 6.4 Sub-Committees.

- 6.4.1 The JUCC shall initially include the following sub-committees, subject to change as set forth in Section 6.3.1 (f). The composition and membership of each sub-committee shall be subject to the discretion of the steering committee.

*APPENDIX C*

- a. Staffing and Contracting
- b. Performance Recognition and Incentive Programs
- c. Working Conditions
- d. Organization and Process Improvement

6.4.2 The “Quality Initiatives Council” (QIC) shall be incorporated into the JUCC. The “Process Improvement Teams” (PIT’s) of the QIC shall be reconstituted as subcommittees of the JUCC subject to the provisions of 6.3.1(f) and 6.4.1.

6.5 Meetings. The JUCC Steering Committee and all subcommittees shall meet as required but not less than quarterly except by mutual agreement.

**ARTICLE VII – EXPEDITED GRIEVANCE PROCEDURE**

7.1 Except where specifically excluded, all disputes between Local 21 and the PUC or DPW covered by this Agreement which cannot be addressed through the JUCC may be submitted by mutual agreement to expedited arbitration as set forth in Article I.E.(10) of the MOU.

7.2 All other disputes involving the application or interpretation of the parties’ MOU shall be resolved pursuant to the grievance procedures set forth in Article I.E. of the MOU.

**ARTICLE XIII – SAVINGS CLAUSE**

8.1 The parties agree that in the event any article, provision, clause sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

8.2 The parties further agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

**ARTICLE IX – TERM**

9.1 This Agreement shall continue in full force and effect through June 30, 2022~~4~~.

**APPENDIX D: PSC ADDENDUM**

WHEREAS, the City and the Union acknowledge the need to reduce the cost of Personal Service Contracts in the City budget, and desire to preserve the employment of City employees;

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

1. In any budget proposal for FY 2009-2010, the Mayor will reflect a reduction of the aggregate dollar value of Professional and Specialized Services (including Personal Service Contracts (PSCs)) paid through the General Fund by not less than \$25 million and, if practicable, by as much as \$30 million relative to the value of such services in FY 2008-2009.
2. The City has recommended to the Board the elimination of the CPI for contracts, materials, and supplies for FY 09-10. (Est. \$13.5 million)
3. Through FY 2009-2010, the City agrees to use its best efforts to establish opportunities for individuals on the holdover list for Local 21 classifications to obtain employment in the City's enterprise departments.
4. During FY 2009-2010, the City will subject departmental requests for requisition approval by general fund departments to increased scrutiny. The process, involving the Mayor's Office and the Department of Human Resources, requires submissions of organizational charts and additional justification to obtain approvals. Approvals will be based on criteria including: (i) whether the positions are revenue-generating; (ii) whether they are needed to meet safety-related, legal or contractual requirements; (iii) the extent to which the position affects a core City function; and (iv) the impact of filling the positions on the general fund.
5. The City will meet quarterly with the Union to provide information on its efforts pursuant to paragraph 3, and on all departmental requests and approvals under paragraph 4.
6. The Mayor's Chief of Staff will conduct a review by July 1, 2009 to determine whether the design and construction management work proposed by the Recreation and Park Department at Palega Playground should be performed by the Department of Public Works and to explore possible ways to resolve any future disputes involving the MOU between DPW and Rec and Park. As part of this review, the Chief of Staff shall chair a meeting of representatives of Local 21, DPW and Rec and Park. The Chief of Staff will prepare a document memorializing the determinations. Nothing in this paragraph shall prejudice the Union's right to pursue legal action against the Civil Service Commission with respect to its decision to permit a PSC contract covering the Palega Playground work.
7. The City and Local 21 agree to establish a special joint citywide Labor-Management subcommittee to the PEC joint labor management committee created in section 7a. of this appendix:

*APPENDIX D*

- a. Review areas of General Fund and Enterprise PSCs and other city contracts affecting Local 21 members with the goal of ensuring appropriate use of Local 21 represented Civil Service classifications in construction management, inspection, and other work performed by Local 21 represented classifications.
- b. Explore establishing workload forecasting by city departments.
- c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements.

The Committee will be formed with three representatives from the Union and three from management. Release time is to be provided for work of this Committee.

- 7a. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:
  - 7b. a. Review areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.
  - 7c. b. Explore establishing workload forecasting by city departments.
  - 7d. c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
  - 7e. d. Existing committees set out in individual union MOUs shall continue as sub-committees under this provision but shall take on specific areas of concern so as to avoid redundant efforts. Parties agree to set meeting agendas in advance to increase efficiency.
  - 7f. e. The Committee will be comprised of eight (8) members of the Public Employee Committee and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.

Update as of July 1, 2012

The joint Labor-Management committee on personal services contracts as described above in paragraph 7 met as agreed and successfully concluded their work early, establishing the attached non-grievable letter of understanding executed on March 28, 2012. Said letter of understanding is attached for informational purposes only and is not subject to the grievance procedures under this Agreement or to interest arbitration. Further, the parties agree that the letter of understanding is not intended to and shall not be interpreted to impinge on matters within the jurisdiction of the Civil Service Commission as specified in Charter Section A8.409-3.

**APPENDIX E: SUBSTANCE ABUSE PREVENTION POLICY**

1. MISSION STATEMENT

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

2. POLICY

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

3. DEFINITIONS

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

*APPENDIX E*

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

*APPENDIX E*

- m. “Equipment” includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee’s paid work time); firearms when a firearm is required, and approved by the Appointing Officer, to be carried and used by the Covered Employee; banding tools; band-it; power tools; bucket truck; or equipment that is used to change the elevation of the Covered Employee more than five (5) feet.
- n. “Illegal Drugs” refer to those drugs listed in Section 5.0. Section 8.a. lists the drugs and alcohol and the threshold levels for which a Covered Employee will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration (“SAMHSA”) (formerly the National Institute of Drug Abuse, or “NIDA”) threshold levels, or U.S. government required threshold levels where required, in effect at the time of testing, if applicable. Section 8.a. will be updated periodically to reflect the SAMHSA or U.S. government threshold changes.
- o. “Invalid Drug Test” means the result of a drug test for an oral fluid specimen that contains an unidentified adulterant, or an unidentified substance, that has abnormal physical characteristics, or that has an endogenous substance at an abnormal concentration -preventing the laboratory from completing or obtaining a valid drug test result.
- p. “MRO” means Medical Review Officer who is a licensed physician certified by the Medical Review Officers Certification Council or U.S. Department of Transportation responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.
- q. “Non-Negative Test” or “positive test” means a test result found to be Adulterated, Substituted, Invalid, or positive for alcohol or drug metabolites.
- r. “Oral Fluid” means saliva or any other bodily fluid generated by the oral mucosa of an individual.
- s. “Parties” means the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO.
- t. “Policy” means “Substance Abuse Prevention Policy” or “Agreement” between the City and County of San Francisco and the Union attached to the parties’ Memorandum of Understanding (“MOU”).
- u. “Prescription Drug” means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.

*APPENDIX E*

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



*APPENDIX E*

- z. “Substituted Specimen” means a specimen with laboratory values that are so diminished that they are not consistent with oral fluid and which shall be deemed a violation of this policy, and shall be processed as if the test results were positive.

4. COVERED CLASSIFICATIONS

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

5. SUBSTANCES TO BE TESTED

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

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

- b. Prescribed Drugs or Medications.

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

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

## APPENDIX E

- (2) If a Covered Employee is temporarily unable to perform the employee's job because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform a temporary modified duty assignment consistent with the employee's medical restrictions without loss of pay until either the employee is off the prescribed medication or is cleared by a licensed healthcare provider. This temporary modified duty reassignment shall last for a period of no more than thirty (30) working days. If, after thirty (30) working days, the employee is still on said medication and/or has not been cleared by a licensed healthcare provider to return to work without restrictions, the City may extend the temporary modified duty assignment for a period not to exceed thirty (30) working days, provided that the healthcare provider certifies that the employee is reasonably anticipated to be able to return to work without restrictions after that thirty (30) day period. Employees who are unable to return to work under this provision shall be referred to the Department's human resources representative designated to engage with employees regarding possible reasonable accommodation under state and federal disability laws.

### 6. TESTING

#### I. Reasonable Suspicion Testing

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

*APPENDIX E*

- c. If the City requires an employee under reasonable suspicion to be tested, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that the employee will be tested (up to a maximum of one hour) for the employee to obtain representation. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that the employee will be tested.
- d. Department representative(s) shall document the incident. If a Covered Employee Refuses to Submit to testing, then the City shall treat the refusal as a positive test, and shall take appropriate disciplinary action pursuant to the attached discipline matrix.

II. Post-Accident Testing

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

*APPENDIX E*

telephone number is on file with DHR for the purpose of Accident review. The union may change the designated representative, in writing, as necessary from time to time, but it is the sole responsibility of the union to ensure that a current telephone number (with voice mail capability) for two designated representatives are on file with DHR.

7. TESTING PROCEDURES

I. Collection Site

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

## APPENDIX E

- (4.) A chain of possession form must be completed by the Collector, hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
  - e. After being tested for drugs, the Covered Employee may be barred from returning to work until the department is advised of the final testing result by the MRO. During that period, the Covered Employee will be assigned to work that is not safety-sensitive or placed on paid administrative leave for so long as the Covered Employee is eligible for such leave under the terms of the applicable provision of the City's Administrative Code. The test shall be deemed a negative test if the MRO has not advised of the final testing result by the time the Covered Employee's paid leave has expired under the terms of the applicable provision of the City's Administrative Code.

### II. Laboratory

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

### III. Medical Review Officer (MRO)

- a. All positive drug, or Substituted, Adulterated, positive-Diluted Specimen, or Invalid Drug Test, as defined herein, will be reported to a Medical Review Officer (MRO). The MRO shall review the test results, and any disclosure made by the Covered Employee, and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive.

APPENDIX E

- b. When the laboratory reports a confirmed positive, Adulterated, Substituted, positive-Diluted, or Invalid test, it is the responsibility of the MRO to: (a) make good faith efforts to contact the employee and inform the employee of the positive, Adulterated, Substituted, positive-Diluted, or Invalid test result; (b) afford the employee an opportunity to discuss the test results with the MRO; (c) review the employee's medical history, including any medical records and biomedical information provided by the Covered Employee, or the employee's treating physician, to the MRO; and (d) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. Employees shall identify 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

**APPENDIX E**

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.

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

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

**9. CONSEQUENCES OF POSITIVE TEST RESULTS**

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

1. Is confirmed to have tested positive for alcohol or drugs;
2. Refuses to Submit to testing; or

## APPENDIX E

3. Has submitted a specimen that the testing laboratory report is an Adulterated or Substituted Specimen.
  - a. If the Union disagrees with the proposed disciplinary action, it may use the grievance procedure as set forth in the parties' MOU, provided, however, that such a grievance must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.
  - b. All proposed disciplinary actions imposed because of a positive drug/alcohol test(s) shall be administered pursuant to the disciplinary matrix set forth in Exhibit A. Subject to good cause, the City may impose discipline for conduct in addition to the discipline for a positive drug/alcohol test. The positive test may be a factor in determining good cause for such additional discipline.
  - c. In the event the City proposes disciplinary action, the notice of the proposed discipline shall contain copies of all laboratory reports and any other supporting documentation upon which the City is relying to support the proposed discipline.

### 10. RETURN TO DUTY

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

### 11. TRAINING

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

### 12. ADOPTION PERIOD

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



13. JOINT CITY/UNION COMMITTEE

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

14. SAVINGS CLAUSE

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

**EXHIBIT A**

**CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE**

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

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

**EXHIBIT B**

**REASONABLE SUSPICION REPORT FORM**

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

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

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

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

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

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

**Section II**

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

**1. SPEECH:**

- Incoherent/Confused
- Slurred

**2. BALANCE:**

- |  |   |
|--|---|
| <input type="checkbox"/> Swaying                 | <input type="checkbox"/> Reaching for support |
| <input type="checkbox"/> Staggering              | <input type="checkbox"/> Falling              |
| <input type="checkbox"/> Arms raised for balance | <input type="checkbox"/> Stumbling            |

**3. AWARENESS:**

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

**4. APPEARANCE:**

- |   |   |
|---|---|
| <input type="checkbox"/> Red Eyes                   | <input type="checkbox"/> Dilated (large) Pupils |
| <input type="checkbox"/> Constricted (small) Pupils | <input type="checkbox"/> 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]

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**Section IV**

In addition to completing the narrative in Section III above:

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

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

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

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

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

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

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

**APPENDIX F: TechHire Program**

The purpose of the TechHire Program (“Program”) is to speed recruitment and filling vacancies in technologist classifications, expand training opportunities for employees in those classifications, foster diversity of the City’s technology workforce, and ensure exempt technologist hiring conforms to Charter requirements.

1. Training: The Technologist Training Fund under the purview and administration of the Department of Technology, for the purpose of upgrading the skills and competencies of City technologists shall be allocated not less than \$100,000 annually as noted below:

Funding Department	Amount
Citywide General Fund	\$50,000
Public Utilities Commission (“PUC”)	\$10,000
Airport Commission (“Airport”)	\$10,000
Port of San Francisco (“Port”)	\$10,000
Municipal Transportation Agency (“MTA”)	\$20,000
Total Committed Funding	\$100,000

Funds from the PUC, Airport, Port, and MTA will be used solely for employees of the respective departments.

2. Revision of IT Series Classification Specifications: The Union agrees not to oppose revised minimum qualifications for technology classifications. In turn, the City agrees that salary comparisons used in labor negotiations involving technology classifications will base job matches on job functions and responsibilities and not on minimum qualifications.

3. Demographic Report: At least once annually, the City will provide the Information Technology Advisory Committee (ITAC) with reports on the demographics of the City’s technologist workforce, in a manner that protects employee privacy.

4. Twice Yearly Meeting: The City and the Union will devote one ITAC meeting every six months to the Program, in which results of the Program will be reviewed. The parties will review success in:

- a) speed in recruitment and filling vacancies;
- b) training efforts;

*APPENDIX F*

- c) fostering the diversity of the technology workforce; and
- d) ensuring exempt technologist hiring conforms to City Charter Requirements.

5. Review of Classifications Categorized as Exempt from the Civil Service: The City will review the list of classifications that the Union believes may be inappropriately categorized as exempt from civil service, and will engage in good faith efforts to remedy appointments in any such classes if the City determines the class is inappropriately categorized.

**6. The Union and the City will agree to meet and discuss the use of the Category 12 Technology Expert I-9976 appointments.**

**APPENDIX G: UNION ACCESS TO NEW EMPLOYEES PROGRAM**

I. Purpose

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

II. Notice and Access

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

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

- B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed, **and any employee who has promoted or transferred into the bargaining unit.**

C. Notice

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

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

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded **up to forty-five (45) minutes and not fewer than** thirty (30) minutes to meet with represented new employees **and any employee who has promoted or transferred into the bargaining unit** who are present, ~~unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes.~~ The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda, **and shall have the option of placing the Union presentation as the final item on the agenda for the portion of NEO when all bargaining unit participants are still present.** ~~The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time.~~ One (1) of the Union's representatives may be a Union member designated by the Union; **if at least ten (10) or more represented new employees are present, the Union may bring up to two (2) Union members.** Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be



*APPENDIX H*

unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.

- F. **Alternate Procedures:** In the event the Union identifies one or more new employees who did not attend the Union’s presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union’s representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.
1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee’s break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
  2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union’s request.
  3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.
- G. **Process for Periodic Union Orientations:** By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

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

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

*APPENDIX H*

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

III. Data Provisions

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

IV. Hold Harmless

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

ATTACHMENT A

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

**ATTACHMENT B**

Airport  
Department of Emergency Management  
Department of Public Health  
San Francisco Public Works  
Human Services Agency

Municipal Transportation Agency  
Public Utilities Commission  
Recreation & Parks Department  
Police Department (Non-Sworn)

**APPENDIX H: TRANSITION OF CATEGORY 18 APPOINTMENTS TO PERMANENT CIVIL SERVICE APPOINTMENTS**

**1. Purpose**

**The parties agree to the following process to review and identify San Francisco Charter Section 10.104.18 (Category 18) appointments in classifications represented by the Union that are appropriate for conversion to Permanent Civil Service (“PCS”) status.**

**2. Process**

**Step 1: Identify Positions for Possible Conversion**

**The City shall present positions grouped by Job Classification for conversion to PCS status by the target dates listed below. Should the Union disagree with a position not identified for conversion, the City and the Union will meet to discuss after the target date.**

- 1) All Category 18 appointments in a classification where the number of appointments is greater or equal to 50 as of July 1, 2022. Target date: December 31, 2022.**
- 2) All Category 18 appointments in a classification where the number of appointments are greater or equal to 20 as of July 1, 2022. Target date: June 30, 2023.**
- 3) All remaining Category 18 appointments. Target date: December 31, 2023.**

**Step 2: Testing Process for Positions Converted from Category 18 to Permanent Civil Service**

**The testing process shall be either:**

**Option A:**

**The DHR director will propose changes to the Civil Service Rules to allow the City to use alternative merit based selection procedures to address the positions identified for conversion to PCS, and to provide an expedited pathway for PCS appointments.**

**Option B:**

**Conduct the appropriate exam for each identified position in accordance with DHR procedures and the Civil Service Rules.**

**Under both Option A and B, the Union and the City agree to use “rule of the list” as the default certification rule for all eligible lists positions identified through this process.**

**Step 3: Duration of Probationary Period**

**If the successful candidate in the converted position has served in the hiring Department for at least 2080 hours in the same classification, then the employee’s probationary period shall be 40**

*APPENDIX H*

**hours, excluding any time off for leave, vacation, other types of time off (not including legal holidays), or overtime.**

**This process will not supersede Article II.B. Probationary Period in the parties' MOU unless expressly agreed upon by the parties.**

**The parties agree to meet bimonthly for Fiscal Year 2022 – 2023 to address issues related to identification and conversion. Thereafter, the parties agree to meet quarterly.**

**SIDELETTER**

**Health at Home Productivity**

The National Association for Home Care and Hospice and the California Association for Health Services at Home provide best practices and guidelines for health at home programs and recommend basing patient visits per day on factors like geography and patient acuity. To better ensure the financial sustainability of the Health at Home program and to be consistent with best practices for providing high-quality care to patients, the Department of Public Health (DPH) and the Union are committed to moving towards such an acuity-based and geography-based model to determine patient visits per day for employees who work in the Health at Home program.

DPH will meet with affected staff to review alternate models and to solicit recommendations for implementation of a new model. Prior to implementation of the new model, DPH will provide notice to Local 21 regarding any changes in developing the model, negotiate over matters within the scope of bargaining, and meet and confer with the Union on any impacts of the change.

Until the new model is implemented, productivity standards shall be as described herein:

The Productivity Standard for Health at Home is the following (or its equivalent):

- Four (4) case manager revisits per day, or
- Five (5) non-case manager revisits per day (Carry-calls)

It is understood, reflecting the Oasis paperwork required on these visits that, in calculating the above standard:

1. A new referral or new admission is equal to two (2.0) revisits.
2. A re-certification visit is equal to 1.5 revisits.
3. A resumption of care visit is equal to 1.5 revisits.

These standards will expire and will no longer be applicable effective October 1, 2014 or as soon as practicable thereafter should more time be needed to implement the new model.

**SIDE LETTER AGREEMENT**

**RE: DHR HIRING PROPOSALS**

**The parties are entering into this side letter to identify and set in motion, to the extent permissible under the San Francisco City Charter and Civil Service Rules, expedited selection processes to address the City's current vacancy rate in permanent civil service positions and reliance on project-based (Charter section 10.104.18) positions. Given the significant number of vacancies, expected retirements, and reliance on overtime and temporary employees, the parties recognize the urgency to make changes to the City's hiring processes in order to best deliver critical services to the public.**

**First, the Department of Human Resources is committed to using existing tools and resources to streamline City hiring processes, including:**

- **eliminating unnecessary administrative approvals for a position request to fill (RTF);**
- **expanding the use of online on-demand exams and continuous class-based testing;**
- **modifying or adopting new screening and assessment tools to evaluate applicants for entry-level and promotional exams; and**
- **streamlining hiring selection and approval processes to deliver qualified candidates to departments more quickly.**

**Second, the parties recognize that under the City Charter section 10.101, the Civil Service Commission has the legal authority to establish examination and appointment rules, and many of those rules must either be amended, updated or rescinded to provide a merit-based system that better serves applicants, City employees and departments.**

**To that end, the DHR Director will seek appropriate Civil Service Rule amendments to allow the City to fill vacant permanent positions more rapidly, including amendments that will make it easier for Charter Section 10.104.18 (Category 18) employees to seek Permanent Civil Service (PCS) appointments. These Civil Service Rule changes may include:**

- **using rule of the list as the default certification rule for certain examination types;**
- **developing alternative merit-based selection processes to allow Category 18 employees to apply for and be appointed to Permanent Civil Service (PCS) positions;**
- **changing the types of matters appealable to the Civil Service Commission;**
- **reducing the minimum posting periods for Civil Service examination announcements; and**
- **other changes to the Civil Service Rules to allow for expedited hiring.**

**The City and the Union agree to meet as soon as practicable to discuss making joint proposals to the Civil Service Commission requesting the Civil Service Rule changes described above.**



*SIDELETTER*

**Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Civil Service Commission outside of the process set forth in this side letter to streamline City hiring processes.**