

**MEMORANDUM OF UNDERSTANDING**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**BUILDING INSPECTORS' ASSOCIATION**

**JULY 1, 201922 - JUNE 30, 202224**

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**ARTICLE I - REPRESENTATION**

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through the designated representatives acting on behalf of the Building Inspectors' Association (hereinafter "Union").

**I.A. RECOGNITION**

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

6331	Building Inspector	Unit 51
6333	Senior Building Inspector	Unit 51
6334	Chief Building Inspector	Unit 50

3. The terms and conditions of this Agreement shall also be automatically applicable to any classification that is accreted to the unit covered by this Agreement during its term. This Agreement shall not automatically extend to bargaining units for which the Union has established a representative status through affiliations or service agreements. Upon request of the Union, the City will meet and confer concerning proposed changes to the bargaining units.

**I.B. INTENT**

4. It is the intent of the parties' signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action.
5. Moreover, it is the intent of the Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this Agreement over which the Mayor has no jurisdiction.

**I.C. OBJECTIVE OF THE CITY**

6. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such

## *ARTICLE I – REPRESENTATION*

achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

7. The Union recognizes the City's right to establish and/or revise performance levels, Standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City shall meet and confer prior to the implementation of any production quotas.
8. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

### **I.D. MANAGEMENT RIGHTS**

9. The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this Agreement is in the province of the City.

### **I.E. NO WORK STOPPAGES**

10. During the term of this Agreement, there shall be no strike or lockout nor shall the Unions engage in a sympathy strike. The terms strike, lockout or sympathy strike shall be provided in Charter Section A8.346 (a) and A8.346 (b). Charter Sections A8.346 (a) and A8.346 (b) are attached in Appendix A.

### **I.F. GRIEVANCE PROCEDURE**

11.
  1. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
12.
  2. A grievance is defined as an allegation by an employee, a group of employees or a Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement.

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A grievance does not include the following:

13. a. 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.
14. b. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within twenty (20) calendar days from the date of the reprimand.

### 3. **Grievance Description**

15. The Union and the City agree that grievances must include the following:
16. 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 employee or employees;
17. b. The section(s) of the Agreement which the Union believes has been violated;
18. c. The remedy or solution being sought by the Grievant.
19. The City shall return any grievance that does not include the information specified above. The Association may resubmit a grievance adding missing information, and all dates and other provisions shall be triggered off the new submission date. If Association submits the amended grievance within fourteen (14) calendar days from the date the City returned the grievance, the City will not deny the grievance based on timeliness, unless the City asserts the original grievance was not timely.

### 4. **Time Limits**

20. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
21. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

## ARTICLE I – REPRESENTATION

### 5. Steps of the Procedure – Non-Discipline Grievances

22. a. Except for grievances involving multiple employees or multiple departments, all grievances must be initiated at Step 1 of the grievance procedure.
23. (1) A grievance affecting more than one employee shall be filed with the Appointing Officer or designee at Step 3. Grievances affecting more than one department shall be filed with the Employee Relations Division at Step 4. In the event the City disagrees with the level at which the grievance is filed, it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
24. (2) The grievant may have a Union representative present at all steps of the grievance procedure.
25. b. Step 1:  
An employee shall discuss the grievance informally with the employee's immediate supervisor as soon as possible but in no case later than thirty (30) days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved.
26. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth:
1. the facts of the grievance;
  2. the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and
  3. the remedy or solution being sought by the grievant.
27. This form should be attached to any request to move the grievance to each successive step in the grievance procedure.
28. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
29. c. Step 2:  
If the Union is dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 1 response. The Step 2



## ARTICLE I – REPRESENTATION

grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step. The Appointing Officer or designee may convene a meeting within twenty (20) days with the grievant and/or the grievant's Union representative. The Appointing Officer or designee shall respond in writing within twenty (20) days of the hearing or receipt of the grievance, whichever is later.

30. d. **Step 3:**  
If the Union is dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Employee Relations Director at the Employee Relations Division ("ERD"), in writing, within twenty (20) days of receipt of the Step 2 response. The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. ERD may convene a grievance meeting within twenty (20) days with the grievant and/or the grievant's Union. The Director or designee shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
31. e. **Arbitration**  
If the Union is dissatisfied with the Step 3 response, it may invoke arbitration by submitting a request for arbitration to the Employee Relations Director at ERD, in writing, within twenty (20) days of the Step 3 response. The Employee Relations Director or designee shall respond to the Union with the identity of the appropriate contact in the City Attorney's Office, and copy the City Attorney's Office, to notify the City Attorney's Office that the Union has moved the grievance to arbitration. If the Union fails to contact the City Attorney's Office within thirty (30) calendar days of that letter, the grievance is deemed withdrawn.

### 6. **Selection of the Arbitrator**

32. a. The City and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of the union's receipt of ERD's letter acknowledging the Union's letter moving the matter to arbitration.
33. b. When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no

## ARTICLE I – REPRESENTATION

agreement is reached within seven (7) calendar days, or any extension of time mutually agreed upon, the parties shall request that the State Mediation and Conciliation Service (“SMCS”) provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.

34. c. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS.

### 7. Steps of the Procedure – Disciplinary Grievances

35. Permanent non-probationary employees may grieve (appeal) suspensions, disciplinary demotions or discharges.

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

37. b. Step 2:  
The Union may appeal the Appointing Officer’s response to the Employee Relations Director at the Employee Relations Division (“ERD”), in writing within ten (10) days). The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. ERD may convene a grievance meeting within twenty (20) days with the grievant and the grievant’s union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting, or if none is held within twenty (20) days of receipt of the appeal.

38. c. If the Employee Relations Director’s response is unsatisfactory only the Union may file a written appeal to arbitration. This appeal must be filed with the Employee Relations Director at ERD no later than fifteen (15) days following issuance of the Step 2 response. The Employee Relations Director or designee shall respond to the Union with the identity of the appropriate contact in the City Attorney’s Office, and copy the City Attorney’s Office, to notify the City Attorney’s Office that the Union has moved the grievance to arbitration. If the Union fails to contact the City

## ARTICLE I – REPRESENTATION

Attorney's Office within thirty (30) calendar days of that letter, the grievance is deemed withdrawn.

39. d. Selection of the Arbitrator  
Arbitrators shall be selected in the same manner as in non-disciplinary grievances.
40. e. Expedited Arbitration  
Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors shall be resolved through an expedited arbitration process; however, by mutual agreement, the parties may move such matters out of the expedited process to regular arbitration procedures provided herein.
41. 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 months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
42. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.
43. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.
44. The City agrees to schedule two arbitrators per month available to conduct expedited arbitrations. The City may, at its sole discretion, cancel any expedited arbitration sessions in time to avoid a cancellation fee if there are no expedited arbitrations calendared for that month. Additional arbitrators may be scheduled if the City and the Union agree that there is sufficient demand to do so.

### 8. **Authority of the Arbitrator**

45. The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all Parties.

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### 9. Fees and Expenses of Arbitration

46. Each party shall bear its own expenses in connection with the arbitration, including, but not limited to, witness and attorney's fees, and any fees for preparation of the case. Each party expressly waives any right to an award of attorney's fees or costs in any grievance proceedings. Transcripts shall not be required except that either party may request a transcript. The party making such a request shall be solely responsible for the cost. All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. If such individuals are employees of the City, they shall be compensated at their usual rate of pay for any time spent traveling to or from, and attending the arbitration hearing.

### 10. Hearing Dates and Date of Award

47. The parties shall make their best efforts to schedule hearings within forty (40) days of selection of an arbitrator. Awards shall be due within forty (40) days following the receipt of closing arguments. As a condition of appointment, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

48. 11. Any claim for monetary relief shall not extend more than the thirty (30) calendar days' period prior to the initiation of a grievance, nor shall an arbitrator award such monetary relief. Further, an arbitrator shall not award interest on any monetary relief.

### 12. "Skelly" Rights

49. A permanent non-probationary employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a meeting and to the following:
50. a. A notice of the proposed action;
51. b. The reasons for the proposed discipline;
52. c. A copy of the charges and the materials upon which the action is based, and
53. d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

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54. 13. During the term of this Agreement, the City's Department of Human Resources (DHR) will keep track of Union grievances as follows. For each grievance at each step of the grievance process, the Union shall be responsible for mailing (or emailing) a copy of the grievance, as well as notification that the grievance is being moved to the next step, to a person designated by the City's Employee Relations Director. The Union shall also be responsible for notifying DHR's designee in writing that the grievance is being moved to arbitration and identifying who the grievance was handed to at Step 1. For each grievance, where the Union has notified DHR as described above, DHR shall record: (a) when the grievance was filed; (b) when the grievance was moved to each successive step; (c) when the arbitration was calendared for arbitration; (d) when the arbitration took place; and (e) when the arbitration decision was issued or, in the alternative, whether the grievance was resolved in another manner; provided, however, that DHR shall only be responsible for recording the cited information if the Union provides it.

### I.G. OFFICIAL REPRESENTATIVES AND STEWARDS

55. 1. OFFICIAL REPRESENTATIVES
- The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City, during the employee's regular duty or work hours without loss in compensation, on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings, and the City disagrees, the Union shall discuss the matter with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.
56. 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.
57. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
58. 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.
59. 2. STEWARDS
- a. The Union shall furnish the City with an accurate written list of stewards and alternate stewards. The Unions may submit amendments to this list at any time because of the permanent absence of a designated steward. If

## ARTICLE I – REPRESENTATION

a steward is not officially designated in writing by a Union, none will be recognized for that area or shift.

60.           b.     The Unions recognize that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
61.           c.     Upon notification of a designated management person, stewards or designated officers of the Unions 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. Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.
62.           d.     In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave the post or duty if requested by the employee for purposes of representation.
63.           e.     The City may request that a steward not represent an employee in a disciplinary matter if the steward is a witness or otherwise personally involved in the matter.
64.           f.     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, or a disciplinary action, to interview an employee during the employee's duty time.

### 3.     TIME OFF FOR GRIEVANCE

65.           If an employee desires the assistance of a representative of the Association in the processing of a grievance, the City agrees to permit one (1) Association representative and any coworkers who may reasonably be needed in the processing of the grievance, reasonable time off during regular work hours, without loss of compensation or other benefits for this purpose. The grievant and/or authorized representative shall obtain the approval of their immediate supervisor or other authorized departmental supervisor before leaving their duty or work station or assignment for the purpose of processing a grievance.

## I.H.   UNION SECURITY

## ARTICLE I – REPRESENTATION

### 1. AUTHORIZATION FOR PAYROLL DEDUCTIONS

66. 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.
67. 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.
68. c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.
69. d. 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.
70. e. 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 within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
71. f. 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

## ARTICLE I – REPRESENTATION

cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.

72. g. 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.
73. h. With the exception of subsection (e) 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 21 calendar days.

## 2 INDEMNIFICATION

74. The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any 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 I.H. The Union shall be responsible for the defense of any claim within this indemnification 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 the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section I.H. 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.



## ARTICLE I – REPRESENTATION

### I.I. BULLETIN BOARDS

75. The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Union literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin board by the Union when no longer timely. Except as stated below, the City agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates City policy or the law. The Department may remove this type of literature immediately and shall notify the Union of its removal.

### I.J. UNION ACCESS

76. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such rules and regulations immediately below, as well as to such rules and regulations as may be agreed to by the department and the union. Union access to work locations will not disrupt or interfere with a department's mission and services or involve any political activities.
77. Union representatives have a reasonable right of access to non-work areas (bulletin boards, employee lounges and break rooms) and to hallways, in order to reach non-work areas to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees.
78. 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.
79. 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.
80. Nothing herein is intended to disturb existing written departmental union access policies. Further, departments may implement additional rules and regulations after meeting and conferring with the Union.

**ARTICLE II - EMPLOYMENT CONDITIONS**

**II.A. NON DISCRIMINATION**

81. 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. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
- 81a. If, after the execution of this Agreement, the City executes a written agreement or memorandum of understanding with any other bargaining unit that provides a deadline or time limit for the investigation and conclusion of claims sent to the City's Equal Employment Opportunity office, the Union shall have the opportunity to meet and confer with the City about adding similar language to this Agreement.
82. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination prescribed herein. ~~In the event that more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable.~~ It is understood that this ~~paragraph~~ section shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.

**II.B. AMERICANS WITH DISABILITIES ACT**

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

**II.C. PROBATIONARY PERIOD**

## *ARTICLE II – EMPLOYMENT CONDITIONS*

84. The probationary period as defined and administered by the Civil Service Commission shall be:
85. 2080 regularly scheduled hours worked, including legal holiday pay (LHP) for new appointees.
86. 1040 regularly scheduled hours worked, including legal holiday pay (LHP) for a promotive appointment.
87. 520 regularly scheduled hours worked, including legal holiday pay (LHP) for any other appointment type (i.e. bumping, transfers).
88. 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 173-hour probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.
89. The employee and the Appointing Officer or designee may extend the duration of the probationary period for up to 2080 hours by mutual consent in writing. The City shall give notice to the Union at the time that it seeks to extend an employee's probationary period.

### **II.D. PERSONNEL FILES**

90.
  1. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the Department's personnel office unless another location is designated and the employee notified in writing. Each employee shall have the right to review the contents of the employee's official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided to the employee at the employee's request. Copies in excess of 100 pages shall be at a charge of ten (10) cents per page.
91.
  2. 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 such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author, except for routine payroll and personnel administration documents. The City may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand delivery, except disciplinary notification which must be sent by certified mail when the employee is on leave.

## ARTICLE II – EMPLOYMENT CONDITIONS

92. 3. With the approval of the Appointing Officer or designee, the employee may include material relevant to the employee's performance of assigned duties in the file.
93. 4. Upon request of an employee subject to the approval of the Appointing Officer or designee, material relating to disciplinary action in the employee's file which are three (3) or more years old shall be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has had no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for purpose of assisting the City in defending itself in legal or administrative proceedings. In no event will the sealed material be used for disciplinary proceedings against the individual in whose file the document (s) have been sealed. Performance evaluations are excluded from this provision.
94. 5. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; misconduct stemming from drug or alcohol abuse; mistreatment of persons (except mere verbal altercations not involving discrimination or threats of violence); acts which would constitute a felony or misdemeanor involving moral turpitude; and/or acts which present an immediate danger to the public health and safety.
95. 6. 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 after diligent and timely investigation except for conduct which would constitute the commission of a crime. Presentation of the charging letter will signify the initiation of the disciplinary action. 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.

### **II.E. JURY DUTY**

96. An employee shall be provided leave with pay on a work day on when the employee serves jury duty, provided the employee gives prior notice of jury duty to the supervisor.
97. Employees assigned to jury services 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.
98. 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.

## ARTICLE II – EMPLOYMENT CONDITIONS

99. 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.

### II.F WORKFORCE REDUCTION

100. 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.
- i. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
- ii. The City shall provide written information relating to staffing levels and workloads in a given department, upon written request to the Director of Building Inspection or the appointing authority in other City agencies, where inspectors covered by this Agreement are employed.

### II.G. SUBCONTRACTING

Subcontracting of Work – City Charter Section 10.104-15

#### 1. "PROP. J" CONTRACTS

101. a. The City agrees to notify the Unions no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
102. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
103. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to:
104. (1) possible alternatives to contracting or subcontracting;
105. (2) questions regarding current and intended levels of service;
106. (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15,
107. (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

## ARTICLE II – EMPLOYMENT CONDITIONS

108. (5) questions relating to the effect on individual worker productivity by providing labor saving devices;
109. d. The City agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

### 2. ADVANCE NOTICE TO UNIONS ON PERSONAL SERVICES CONTRACTS

110. a. Departments shall notify the Unions of proposed personal services contracts where such services could potentially be performed by represented classifications. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the Submission of a PSC request to the Department of Human Resources and/or Civil Service Commission, whichever occurs first, the City shall notify the affected union of any personal services contract(s), including a copy of draft PSC summary form, where such services could potentially be performed by represented classifications.
111. b. If an affected Union wishes to meet with a department over a proposed personal services contract, the affected union must make its request to the appropriate department within two weeks after the union’s receipt of the department’s notice.
112. c. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the affected 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.
113. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.
114. e. The City agrees to provide affected unions with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

## *ARTICLE II – EMPLOYMENT CONDITIONS*

### **II.H. MINIMUM NOTICE FOR DISPLACEMENTS**

115. The City will provide ten (10) business days' notice to employees who are subject to displacement due to layoffs. 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.

### **II.I. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES**

116. 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.

### **II.J. BARGAINING UNIT WORK**

117. The City agrees that it will not assign work currently performed by employees under this Agreement to City employees in other bargaining units.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

1. WAGES

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

Effective July 1, 2019: \_\_\_\_\_ 3.0%

Effective December 28, 2019: \_\_\_\_\_ 1.0 %

~~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 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 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 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.~~

~~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.~~

**Effective July 1, 2022, represented employees shall receive a base wage increase of 5.25%.**



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.

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.

119. All base wage increases shall be rounded to the nearest whole dollar, bi-weekly salary.

### **III.B. MAINTENANCE AND CHARGES**

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

### **III.C. WORK SCHEDULES**

#### **1. NORMAL WORK SCHEDULES**

121. a. Unless otherwise provided, a “normal work day” is a tour of duty of eight (8) hours completed within not more than nine (9) hours.
122. b. A “normal work week” is a tour of duty on each of five consecutive days with two consecutive days off. 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.
123. c. Current work schedules (Monday through Friday) as of the effective date of this Agreement will remain in place unless a proposed change is mutually agreed to by the parties.

#### **2. FLEX-TIME SCHEDULES**

124. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by

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

appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, forty (40) hours per week, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights the employee may have on the same subject.

#### 3. ALTERNATE WORK SCHEDULES

125. By mutual agreement the City and Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days (4/10 or 9/80's), or a combination of features mutually agreeable to the parties. 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.

#### 4. EXCEPTIONS

126. a. Specially funded training programs approved by the Department of Human Resources.
127. b. Educational and Training Courses  
Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
128. c. Employees shall receive no compensation when properly notified two hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
129. 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.
130. 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.
131. The bi-weekly schedules of compensation contained in this Agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

ARTICLE III – PAY, HOURS, AND BENEFITS

132. d. Work Schedule -- Remote Locations  
On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer may arrange work schedules averaging five (5) days per week over a period of time, but consisting of more than five (5) consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the “normal work schedules” for such operations.
133. e. Voluntary Reduced Work Week  
Employees subject to the approval by the Appointing Officer 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. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.
134. f. Alternate Schedule  
The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.
135. g. Voluntary Time off Program  
The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
136. (1) General Provisions:  
Upon receipt of a projected deficit notice from the Controller, an Appointing Officer shall attempt to determine, (to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit), the interest of employees within the Appointing Officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
137. 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

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

except in cases where requests for voluntary time off in excess of ten (10) working days are denied.

(2) Restrictions on use of Paid Time Off while on Voluntary Time Off

138. i. All voluntary unpaid time off granted pursuant to this section shall be without pay.
139. ii. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

(3) Duration and revocation of Voluntary Unpaid Time Off

140. Approved voluntary time off taken pursuant to this section may not be changed by the Appointing Officer without the employee's consent.
141. Any change in the “normal work week” shall be the subject of meeting and conferring between the Union and the appointing officer.

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

1. NORMAL WORK SCHEDULE

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

#### III.E. OVERTIME COMPENSATION

143. Voluntary overtime shall be offered equitably among employees covered under the provisions of this MOU within each work unit and/or work location, subject to departmental operational needs.
144. Mandatory overtime shall be distributed equitably among employees covered under the provisions of this MOU within each work unit and/or work location, subject to departmental operational needs.
145. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or designated representative or any hours suffered to be worked by an employee in excess of a) forty (40) hours per City workweek for weekly overtime, and b) the regular or normal work day for daily overtime, shall be designated as overtime

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

and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable. Legal holidays shall count as time worked for the purpose of computing overtime.

146. Employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
147. For employees working an alternative schedule (such as 4-10s), daily overtime shall be compensated at one-and-one-half times the base hourly rate (including a night differential where applicable) for hours worked in excess of the number of hours in the workday as set forth in the alternative work schedule. Weekly overtime shall be determined as set forth above.
148. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
149. 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.
150. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half pursuant to the provisions herein.
151. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedule. A "Z" designated employee shall not maintain a balance of more than one hundred sixty (160) hours of compensatory time and may carry forward one hundred twenty (120) hours of earned but unused compensatory time into the next fiscal year.
- ~~152. Any "Z" designated employees with more than one hundred and sixty (160) hours of accrued compensatory time on July 1, 2019 may maintain their balance of accrued compensatory time, but shall not earn additional compensatory time until their balance of accrued compensatory time is less than one hundred and sixty (160) hours.~~

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

153. 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 requests in writing compensatory time off in lieu of paid overtime. Employees occupying non "Z" designated positions may not earn more than ~~one hundred (100)~~ **two hundred forty (240)** hours of compensatory time in a fiscal year and shall not accumulate a balance of compensatory time earned in excess of ~~one hundred (100)~~ **two hundred forty (240)** hours in a fiscal year. ~~Any non-"Z" designated employees with more than one hundred (100) hours of accrued compensatory time on July 1, 2019 may maintain their balance of accrued compensatory time, but shall not earn additional compensatory time until their balance of accrued compensatory time is less than one hundred (100) hours.~~
154. Subject to availability of funds, a Non- "Z" classified employee, upon the employee's request, shall be able to cash out earned but unused compensatory time; approval of the cash out is at the discretion of the Appointing Officer.
155. A non- "Z" designated employee who is appointed to a position in another department shall have the employee's entire Compensatory Time Off balance paid out at the rate of the underlying classification prior to appointment.
156. A non- "Z" designated employee who is appointed to a position in a higher, non-"Z" designated classification or who is appointed to a position in a "Z" designated classification shall have the employee's entire Compensatory Time Off balance paid out at the rate of the lower classification prior to promotion.
157. Employees working overtime at the end of their regular shift may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes before the commencement of the overtime period. Employees working more than four (4) hours of overtime may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes prior to the assigning of further overtime.
1. RECORDATION OF OVERTIME
158. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.
159. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.
160. When improved methods of payroll processing are implemented and with the approval of the Human Resources Director and the Controller, such overtime may be recorded on the regular timerolls.
161. For employees in classes 6331, 6333 and 6334, in the event that overtime is needed, the City shall call for volunteers. In the event there are not sufficient volunteers, employees would be assigned in order of inverse seniority.

**III.F. ADDITIONAL COMPENSATION**

**1. ACTING ASSIGNMENT PAY**

162. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay on the ~~tenth~~ **fifth** (10<sup>th</sup>~~th~~<sup>5th</sup>) consecutive work day of such an assignment. Acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.
163. b. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase ~~of to a step in an established salary schedule that represents at least 5%~~ **7.5%** above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay. **Such acting assignment shall not last longer than six (6) months without the approval of DHR and notice to the Union. Upon DHR approval, such acting assignment may be extended another six (6) months, or for such longer period as may be necessary to accommodate exigent circumstances, such as approved leave of the permanent incumbent.**
164. c. Acting assignments are intended to be used for short term temporary assignments of six months or less.

**2. BILINGUAL PAY**

165. Employees who are assigned to a designated position with a language special condition and certified by the Department of Human Resources as having proficiency in interpreting and/or translating to and from one or more non-English languages including sign language for the hearing impaired and Braille for the visually impaired shall be granted additional compensation of thirty-five (\$35.00) per pay period.
166. 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.

**3. CALL BACK PAY**

167. 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 compensation (pay or compensatory time off as appropriate - "Z" employees can

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only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater.

168. This section shall not apply to employees who are called back to duty when on standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

#### 4. CERTIFICATION PREMIUMS

169. Any represented Building Inspectors who hold certifications in the following ICBO categories shall be granted additional premium pay as follows above the base rate per hour for each such certification. The combined total of these premiums shall not exceed 5.5%. These premiums will be paid only when the certifications are current.

Certified Building Official	4%
Plans Examiner	3%
ATC Safety Assessment Program Certification	1%
Building Code Accessibility Specialist	2%
Mechanical Inspector	2%
Residential Energy Code Specialist	1%

#### 5. EXTENDED TOUR OF DUTY PREMIUM

170. An extended tour of duty shall be a tour of duty of eight hours work completed within eleven consecutive hours but extended over more than nine hours. There shall be only one split in any tour of duty. Employees on an extended tour of duty shall be paid for time actually worked and shall be paid 50% above their base rate after the ninth hour.

#### 6. LEAD WORKER PAY

171. Employees in the covered classes, when designated in writing by their supervisor or foreman as a lead worker, shall be entitled to a twelve dollar and fifty cents (\$12.50) per day premium when required to take the lead on any job where at least four employees are assigned.

172. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.

#### 7. NIGHT DUTY PREMIUM

173. Employees shall be paid eight percent (8%) more than the base rate for each hour regularly assigned between the hours of 5:00 p.m. and 7:00 a.m. if at least four (4) hours of the employee's shift is 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. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between



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the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least four (4) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

174. 8. OFFICE OF STATEWIDE HEALTH AND PLANNING (OSHPD) PREMIUM  
Those inspectors in classes 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector who are OSHPD certified shall receive a premium of \$8.00 per hour for each hour that they are assigned and are actually performing an OSHPD inspection for a hospital, medical clinic or City Jail construction.
175. 9. STANDBY PAY  
Employees who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic communication device or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
176. 10. SUPERVISORY DIFFERENTIAL ADJUSTMENT  
The Appointing Officer or Human Resources Director is authorized to adjust the compensation of a supervisory employee if:
177. a. the supervisor, as part of the regular responsibilities of the classification, supervises, directs, and is accountable and responsible for the work of subordinates;
178. b. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;
179. c. the organization is a permanent one approved by the Appointing Officer, Board or Commission where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources;
180. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and
181. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate

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will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.

182. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:
183. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.
184. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.
185. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.
186. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.
187. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the Department of Human Resources of what changes in organizational structure or compensation support the adjustment.

#### 11. TRAVEL FOR TEMPORARY ASSIGNMENTS

188. If a department temporarily assigns an employee(s) to work at another location, the City shall provide the employee(s) transportation in City-owned vehicles(s) for travel with no loss of pay, provided that the employee's regular and temporary work locations are not both within the City and County of San Francisco. In these circumstances, the employee will first report to the employee's regularly-assigned work location and then travel to the temporary work location.
189. The provision in the paragraph above shall not apply to employees who must be temporarily reassigned due to facility closure. In the event of such closure, the City will provide the Union with notice and an opportunity to meet and confer over the impact of the closure.

#### 12. NO PYRAMIDING

190. There shall be no pyramiding of overtime and premium pay under this MOU. If an employee working overtime is eligible for overtime pay and is also covered by other premium pay provisions, unless otherwise noted, that employee shall be compensated in the following manner: the overtime premium pay will be computed on the straight time hourly base rate of pay and any other premium pay will then be added on.

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

191. A holiday is calculated based on an eight-hour day. The following days are designated as holidays:
- January 1 (New Year's Day)
  - the third Monday in January (Martin Luther King, Jr.'s birthday)
  - the third Monday in February (Presidents' 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 (Veterans' Day)
  - Thanksgiving Day
  - the day after Thanksgiving
  - December 25 (Christmas Day)
192. Provided further, if January 1, **June 19**, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
193. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States is a holiday.
1. HOLIDAYS THAT FALL ON A SATURDAY
194. 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 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing Officer in the current **or next** fiscal year.
2. HOLIDAY COMPENSATION FOR TIME WORKED
195. Employees required by their respective Appointing Officers to work on any of the above designated or observed holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e.: 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked). At the employee's request and with the approval of the

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Appointing Officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of this Agreement.

196. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.
3. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY
197. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.
198. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, the employee shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the current or next fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday through Friday work schedule.
4. HOLIDAY PAY FOR LAID OFF EMPLOYEES
199. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.
5. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION
200. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time and one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

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#### 6. FLOATING HOLIDAYS

201. Eligible employees covered by this Agreement shall receive five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year shall not exceed the total number of floating holidays received in the previous fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. No compensation of any kind shall be earned or granted for floating holidays not taken.

#### 7. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

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

### III.H. TIME OFF FOR VOTING

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

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

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

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

### III.J. VESTED LEAVE CASHOUTS

206. 1. Cashouts of vested sick leave upon separation are made pursuant to Charter Section A8.363.

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207.           2.       Cashouts of vested vacation leave upon separation are made pursuant to Administrative Code 16.13.

#### **III.K. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

208.           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.       **APPOINTMENT ABOVE ENTRANCE RATE**

209.           Subject to the Controller's certification of available funds and procedures to be established by DHR, appointments may be made by an Appointing Officer at any step in the compensation schedule under the following conditions:
210.           a.       A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the employee's former classification.
211.           b.       Loss of compensation would result if appointee accepts position at the normal step.
212.           c.       A severe, easily demonstrated and documented recruiting and retention problem exists, such that all City appointments in the particular class should be above the normal step.
213.           d.       The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.
214.           e.       For classes 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, when the Controller certifies that funds are available. To be considered, request for adjustment under the provisions of this Section must be received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.
215.           f.       For classes 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, when the Human Resource Director (HRD) approves appointments of all new hires in a classification at a step above the entrance rate, the HRD may advance to that step incumbents in the same classification who are below that step.
2.       **PROMOTIVE APPOINTMENT IN A HIGHER CLASS**
216.           An employee following completion of six months continuous service who is appointed to a position in a higher classification, either permanent or temporary,

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deemed to be promotive by the Department of Human Resources shall have the employee's salary adjusted to that step in the promotive class as follows:

- 217. a. If the employee's salary in the present classification is equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
- 218. b. If the employee's salary in the present classification is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.
- 219. c. For purpose of this Section, appointment to a position with a higher salary schedule shall be deemed promotive.
- 220. d. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to this section. However, advancement to the next salary step in the apprentice class shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.
- 221. e. For employees in 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, where the reason for failing to successfully complete a promotive probationary period is other than conduct which would support termination for cause, the Department of Building Inspection's position shall be that the employee shall be returned to the next available vacant position in the class from which the employee was promoted.

#### 3. EXEMPT APPOINTIVE POSITION

- 222. An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or lesser salary grade, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Department of Human Resources.

#### 4. REAPPOINTMENT WITHIN SIX MONTHS

- 223. 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

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resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

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

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

224. An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at the 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. **Re-employment in Same Class Following Layoff**

225. 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. **Re-employment in an Intermediate Class**

226. 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. **Re-employment in a Formerly Held Class**

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

### III.L. METHODS OF CALCULATION

#### 1. BI-WEEKLY

228. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for work performed during the bi-weekly payroll period.



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There shall be no compensation for time not worked unless such time off is authorized time off with pay.

#### III.M. VACATION ACCRUAL

229. **The following is for informational purposes only.**
230. Definitions. "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.
231. Award and Accrual of Vacation. Beginning with the first full pay period after the effective date of this Agreement, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.
232. a. 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.
233. b. 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.
234. c. 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.
235. d. 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<br/>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              |
236. Per Diem or Hourly. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly

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payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

#### III.N. SENIORITY INCREMENTS

1. ENTRY AT THE FIRST STEP  
237. Full-time employees entering at the first step shall advance to the second step upon completion of one (1) year service and to each successive step upon completion of the one year required service.
2. ENTRY AT OTHER THAN THE FIRST STEP  
238. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
3. DATE INCREMENT DUE  
239. Increments may accrue and become due and payable on the next day following completion of required service as a full-time employee in the class, unless otherwise provided herein.
4. EXCEPTIONS:  
240. a. 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 may 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.  
241. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:  
242. (1) An employee shall be compensated at the beginning step of the compensation schedule plan, unless otherwise specifically provided for in this Agreement. Employees may receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

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243. (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.
244. (3) Advancement through the increment steps of the compensation schedules may accrue and become due and payable on the next day following completion of required service in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
245. (a) An employee who during that portion of the employee's anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due.
246. (b) An employee who during that portion of the employee's anniversary year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
247. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in the employee's permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from their permanent position.

c. Satisfactory Performance

248. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days notice of the intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of at least 5 days of the intent to withhold a step increase at that time.
249. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee in relation to determining whether an employee has performed satisfactorily for purposes of determining whether a step advancement should be withheld.

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250. If an employee's step advancement is withheld, that employee shall be eligible for a step advancement upon the employee's next anniversary (increment) due date. An employee's anniversary date shall be unaffected by this provision.
251. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
252. Withholding of step advancement shall not affect an employee's base wage increases as provided for in Article III.A. Wages.

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

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

#### **III.P. WORKERS COMPENSATION**

254. 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. Use of compensatory time requires the employee's appointing officer's approval.
255. Pursuant to Civil Service Rule 120.24, an employee returning from disability leave as defined by Civil Service Rule 120.24 will accrue sick leave and/or supplemental disability credits at an accelerated rate.

#### **III.Q. STATE DISABILITY INSURANCE ("SDI")**

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

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

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

#### III.S. HEALTH BENEFIT CONTRIBUTIONS

1. EMPLOYEE HEALTH CARE
258. The City shall maintain the level of health insurance and dental benefits as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage.
2. DENTAL COVERAGE
259. Each employee covered by this Agreement shall be eligible to participate in the City's dental program.
260. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.
261. Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.
3. CONTRIBUTIONS WHILE ON UNPAID LEAVE
262. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.
4. HEALTH COVERAGE
- a. **Health Coverage**
263. 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:**

264. 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:**

265. 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:**

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

**4) Contribution Cap**

267. 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**

268. For purposes of this agreement, and 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,

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

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**

269. Notwithstanding any other provision of this Agreement, for “medically single employees” (Employee Only) who are permanently assigned by the City to work in areas outside the health coverage areas of Kaiser and Blue Shield for the term of this Agreement the City shall continue to contribute one hundred percent (100%) of the premium for the employees’ own health care benefit coverage.

### **III.T. LIFE INSURANCE**

- 269(a) Upon becoming eligible to participate in the Health Service System under San Francisco Administrative Code Section 16.700, the City shall provide term life insurance in the amount of \$50,000 for all employees covered by this agreement.**

### **III.U. PRE-TAX CAFETERIA 125 PLANS**

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

### **III.V. RETIREMENT**

271. Any City pick-up of an employee’s contributions shall not be considered as part of an employee’s compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
272. Rule changes by the City’s Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.
273. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

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

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

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

#### **III.W. FEDERAL MINIMUM WAGE**

278. Notwithstanding any of the other provisions of this Agreement, no employee working in a federally funded position shall be paid at a rate less than the established Federal Minimum Wage if that is a condition upon receipt of the Federal funds.

#### **III.X. FAIR LABOR STANDARDS ACT**

279. The City agrees that it will, at a minimum, compensate in a manner consistent with the Fair Labor Standards Act. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.

#### **III.Y. AUTOMOBILE USE, ALLOWANCE AND PARKING; MUNI PASSES**

##### **1. AUTOMOBILE USE AND ALLOWANCE**

280. The City shall attempt to provide vehicles for all represented inspectors required to perform field inspections. When employees are required to drive their own automobiles to perform City Business due to lack of availability of City vehicles, they shall be reimbursed for mileage at the rate permitted by the Internal Revenue Service regulations. Employees who are required to drive their own automobile on City business, shall receive an allowance of \$100.00 per month in any month when such vehicle is actually used on the job more than six (6) working days. Miscellaneous expenses such as tolls and parking fees, shall be processed for reimbursement upon submission of an approved field expense report.

##### **2. PARKING**

281. The City shall continue its practice of using its best, good faith effort to furnish no cost employee parking on City-controlled property for represented employees, however when business needs, costs or other legitimate



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

considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs.

282. Bargaining unit employees who are assigned city vehicles to perform work related activities who receive parking citations for meters, yellow zones or truck loading zones may submit the citation to their supervisors for consideration. Tickets issued for violations other than those referenced above (i.e., meters, yellow zones and/or truck loading zones) or tickets incurred outside of work hours (work hours include overtime assignments) are the responsibility of the employee.

3. MUNI PASSES

283. In order to conserve resources in accordance with City policy, the affected Departments shall provide MUNI passes to inspectors who elect to use public transit in the course of carrying out City business.

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

284. 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.AA. AIRPORT EMPLOYEE COMMUTE OPTIONS PROGRAM**

285. 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. 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. TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

286. Represented employees shall be on paid status when assigned to attend required educational programs scheduled during normal working hours.

**IV.B. TUITION REIMBURSEMENT**

287. Budget. The City shall budget ten thousand dollars (\$10,000) during each year of this Agreement for the Tuition Reimbursement. Unused funds shall not be carried forward to the next fiscal year.
288. Eligible Employees. Any employee who regularly works at least 20 hours per week with a minimum of one (1) year continuous service in any class represented by the Union immediately before submitting an application, is eligible for Tuition Reimbursement fund reimbursement.
289. Eligible Expenses. Until such funds are exhausted, and subject to approval by the Appointing Officer or designee, an employee may utilize the funds 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 a classification to which the employee might reasonably expect to be promoted. No reimbursement shall be made for expenses to employees receiving reimbursement under a Federal or State Veterans benefit program or from other public funds.
290. Approval and Timing. 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 in a future fiscal year event. Reimbursements will not be paid until the employee provides proof of payment and proof of satisfactory completion (for courses and examinations) or proof of attendance for conferences. If an employee provides notice of resignation, the employee must submit the expense report and receive all online approvals before separating from the City.
291. Certifications, Licenses, and Continuing Education. Employees will not be required to utilize Tuition Reimbursement funds for Department-mandated training, including when a certificate, license or registration is required by the City or the State as a condition of employment.
292. Reporting. By November 1st of each year, the City shall provide to the Union a report showing Tuition and Training fund activity for the prior fiscal year, including name, job

*ARTICLE V – WORKING CONDITIONS*

class, department, expense description, paid amount, and denials by the Department of Human Resources.

**ARTICLE V - WORKING CONDITIONS**

**V.A. WORK ENVIRONMENT**

293. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment for represented employees. The City agrees to maintain safety standards for represented employees as required by the pertinent provisions of Cal-OSHA.
294. When an employee has a good faith belief that a work assignment presents health and safety risks outside those normally associated with the work, the employee may refuse to begin or continue a work assignment.
295. When in such case an employee declines to begin or continue a work assignment, the employee shall notify the employee's in house safety officer of the situation. The in-house safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the in-house officer and until the officer has made their determination, the employee shall not be required to perform the disputed assignment, and may be reassigned if other work is available.
296. If the safety officer determines that the complaint is valid, the safety officer's decision shall override the departmental management decisions, including abatement procedures or employee reassignment.
297. Right to Know: Material Safety Data sheets shall be available for inspection by employees or their Union representative.

**V.B. SAFETY EQUIPMENT AND PROTECTIVE CLOTHING**

298. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
299. City Departments shall make available to represented employees, City-provided boots and clothing, no later than December 31st of each year such boots and/or clothing are to be provided in accordance with this MOU.
300. For employees in classifications 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, the City will continue to supply all safety shoes and safety equipment.

**V.C. REPLACEMENT OF PRESCRIPTION SAFETY EYEGLASSES**

301. This provision is designed to replace prescription safety glasses for those unit members who work under conditions that make the wearing of safety goggles or a protective

## ARTICLE V – WORKING CONDITIONS

mask impracticable. For unit employees who meet the above test, the City will reimburse the employee for prescription safety glasses that are damaged in the course of their work, provided that the employee has exercised reasonable care with respect to the glasses. The reimbursement shall be limited to that portion of the cost of replacement glasses, which are comparable to those damaged, that is not otherwise covered by insurance.

302. To be eligible for reimbursement, the employee must apply for whatever insurance coverage may be available to and meet all the other criteria set forth above.

### **V.D. FOUL WEATHER GEAR**

303. Represented Employees shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear consisting of hat, coat, pants and boots.

### **V.E. TOOL INSURANCE**

304. As applicable, the City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools subject to the following conditions:
305. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.
306. 2. The employee must demonstrate compliance with all of the tool safekeeping rules required by the City at the employee's particular work location.
307. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of the employee's tools to their appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.
308. 4. The employee shall be responsible for using all reasonable means to preserve and protect their tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by the appointing officer.
309. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
310. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to their appointing officer, the local police department and the Union.

## *ARTICLE V – WORKING CONDITIONS*

311.           b.     The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
312.           c.     The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of the employee's return to report the loss.
313.           d.     In case of damage due to fire, the requirements of Section 5 above shall be followed with the exception that verified reports need not be filed with the police.
314.           e.     The first Ten Dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars (\$10.00).
315.           f.     The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform the employee's job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

### **V.F. MEDICAL EXAM**

316.           In instances when covered employees are exposed to conditions hazardous to their health and when required by State law, said employee may request and be entitled to a medical examination. The cost will be paid by the City.
317.           Departmental safety/medical monitoring programs shall only be instituted after meeting and conferring, as required by the Meyers-Milias Brown Act, between the parties. Any such program shall assure that reasonable accommodations be made within the department for persons with disabilities.

### **V.G. CLEAN UP TIME**

318.           Adequate clean-up time is provided on an as-needed basis.

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

## ARTICLE V – WORKING CONDITIONS

319. Attached as Appendix B is the Substance Abuse Prevention Policy (SAPP). Appendix B will be implemented after acquisition of a vendor to provide oral fluid testing.

### **V.I. WORKPLACE ISSUES AND CONFLICT OF INTEREST**

320. The City and the Association mutually agree to hold periodic meetings, at the request of either party, to discuss items of importance to either party. The City and the Association agree that during the term of this Agreement, it will take those steps necessary to support the establishment and maintenance of active hiring lists for building inspector classes through the Department of Human Resources process.

- I.* The parties mutually agree that it is in the best interest of the City and the Department of Building Inspection workforce to have clear, reasonable conflict of interest rules.

### **V.J. PAPERLESS PAY POLICY**

321. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement.
322. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner, in the workplace or outside of work. 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.
323. 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.

**ARTICLE VI - SCOPE**

324. The parties recognize that re-codifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree, in this event, that such terms will read as if they accurately reference the same sections in their newly codified form.

**VI.A. SCOPE OF AGREEMENT**

325. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein.

**VI.B. REOPENER**

326. Consistent with the provisions of Charter Section A8.409, this Agreement shall be reopened if the Charter is amended to enable the City and the Unions to arbitrate retirement benefits.

**VI.C. ZIPPER CLAUSE**

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

**PAST PRACTICE**

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

**CIVIL SERVICE RULES/ADMINISTRATIVE CODE**

329. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract. No later than January 1, 1998, except that this date may be extended for up to an additional three months if requested by either party, such Civil Service Rules and Administrative Code provisions shall be appended to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors. As



## ARTICLE VI – SCOPE

required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted initially for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement. After such Civil Service rules and Administrative Code sections are appended to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.

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

### **VI.D. DURATION OF AGREEMENT**

331. This Agreement shall be effective July 1, 2019~~22~~, and shall remain in full force and effect through June 30, 2022~~24~~, with no reopeners except as specifically provided herein.

### **VI.E. SAVINGS CLAUSE**

332. 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. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 201922.

FOR THE CITY

FOR THE UNION

Carol Isen ~~Micki Callahan~~  
Date  
Human Resources Director

Edward Donnelly Date  
Building Inspectors' Association of San  
Francisco

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

Peter Finn Date  
Secretary Treasurer  
Teamsters Local 856

Mark Leach Date  
Labor Representative  
Teamsters Local 856

*APPROVED AS TO FORM*

DAVID CHIU ~~DENNIS J. HERRERA,~~  
CITY ATTORNEY

Jonathan Rolnick ~~Katharine Hobin Porter~~  
Date  
Chief Labor Attorney

APPENDIX A

Excerpted From Charter Section A8.346

**Section A.346 (a)** As used in this section the word “strike” shall mean the willful failure to report for duty, the willful absence from one’s position, any concerted stoppage or slowdown of work, any concerted interruption of operations or services by employees, or the willful abstinence in whole or in part from the full, faithful, and proper performance of duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions of employment: provided, however, that nothing contained in this section shall be construed to limit, impair, or affect the right of any municipal employee to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of municipal employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

**Section A8.346(b):** No person holding a position by appointment or employment under the civil service provisions of this charter, exclusive of uniformed members of the police and fire departments as provided under section 8.345 of this charter, which persons are hereinafter referred to as municipal employees, shall strike, nor shall any municipal employee cause, instigate, or afford leadership to strike against the city and county of San Francisco. For the purpose of this section, any municipal employee who willfully fails to report for duty, is willfully absent from their position, willfully engages in a work stoppage or slowdowns, willfully interrupts city operations or services, or in any way willfully abstains in whole or in part from the full, faithful, and proper performance of the duties of their employment because such municipal employee is “honoring” a strike by other municipal employees, shall be deemed to be on strike.

## APPENDIX B.: 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 their 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 their 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 B

- (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 B

- m. “Equipment” includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee’s paid work time); any water craft; powder-actuated tools; power tools; heavy machinery or equipment; underwater equipment; equipment that is used to change the elevation of the Covered Employee more than five (5) feet; or any other device(s) or mechanism(s) the use of which may constitute a comparable danger to the employee or others.
- n. “Illegal Drugs” refer to those drugs listed in Section 5.a. Section 5.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 5.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 Building Inspector’s Association.
- t. “Policy” means “Substance Abuse Prevention Policy” or “Agreement” between the City and County of San Francisco and the Union and attached to the parties’ Memorandum of Understanding (“MOU”).
- u. “Prescription Drug” means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.

## APPENDIX B

- 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 B

- 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 their 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 their job functions.



## APPENDIX B

- (2) If a Covered Employee is temporarily unable to perform their 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 B

- 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 of the test (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 they 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 of the test (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 they 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

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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 present for testing 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.

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

### II. Laboratory

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

### III. Medical Review Officer (MRO)

- a. All positive drug, or Substituted, Adulterated, Positive-Diluted Specimen, or Invalid Drug Test, as defined herein, will be reported to a Medical Review Officer (MRO). The MRO shall review the test results, and any disclosure made by the Covered Employee, and shall attempt to interview the individual to determine if there is any physiological or medical reason why the

## APPENDIX B

result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive.

- b. When the laboratory reports a confirmed positive, Adulterated, Substituted, positive-Diluted, or Invalid test, it is the responsibility of the MRO to: (a) make good faith efforts to contact the employee and inform 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 his treating physician, to the MRO; and (d) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. Employees shall identify all prescribed medication(s) that they have taken. If the Covered Employee fails to respond to the MRO within three (3) days, the MRO may deem the Covered Employee's result as a positive result.
- c. The MRO has the authority to verify a positive or Refusal to Test without interviewing the employee in cases where the employee refuses to cooperate, including but not limited to: (a) the employee refused to discuss the test result; or (b) the City directed the employee to contact the MRO, and the employee did not make contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the Covered Employee is tested.
- d. If the testing procedures confirm a positive result, as described above, the Covered Employee and the Substance Abuse Prevention Coordinator (SAPC) for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. The results of a positive drug test shall not be released until the results are confirmed by the MRO. The Covered Employee may contact the SAPC, or the MRO, to request a drug or adulterant retest within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.
- e. A drug test result that is positive and is a Diluted Specimen will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require that the employee take an immediate retest. If the retest yields a second negative Diluted Specimens result, the test will be treated as a normal negative test, except in the case of subsection (f).
- f. If the final test is confirmed negative, then the Employee shall be made whole, including the cost of the actual laboratory re-testing, if any. Any employee who is subsequently determined to be subject of a false positive shall be made whole for any lost wages and benefits, and shall have their record expunged.
- g. The City shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.

## APPENDIX B

- h. All information from a covered employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated or pursuing disciplinary action based upon a violation of this policy. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Covered Employee or as required by law.

### 8. RESULTS

- a. Substance Abuse Prevention and Detection Threshold Levels.

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

CONTROLLED SUBSTANCE *	SCREENING LEVEL **	CONFIRMATION LEVEL **
Amphetamines	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. *** Screening and confirmation levels are set by vendor within identified ng/ml range consistent with oral fluids testing device and industry standards. If federal screening and confirmation guidelines are adopted, the City in consultation with its drug testing vendor shall have the option of testing at the federally approved screening and confirmation ng/ml levels.		

- 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

## APPENDIX B

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

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

### 10. RETURN TO DUTY

The SAPC will meet with a Covered Employee who has tested positive for alcohol and/or drugs. The SAPC will discuss what course of action may be appropriate, if any, and assistance from which the employee may benefit, if any, and will communicate a proposed return-to-work plan, if necessary, to the employee and department. The SAPC may recommend that the Covered Employee voluntarily enter into an appropriate rehabilitation program administered by the Covered Employee's health insurance carrier prior to returning to work. The Covered Employee may not return to work until the SAPC certifies that 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

## APPENDIX B

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

### 12. ADOPTION PERIOD

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

### 13. JOINT CITY/UNION COMMITTEE

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

### 14. SAVINGS CLAUSE

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



**EXHIBIT A**

**CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE**

Testing Types/Issues	First Positive/Occurrence	Second Positive/Occurrence within Three (3) Years
Post-Accident and Reasonable Suspicion	Suspension of no more than ten (10) working days; Referred to Substance Abuse Prevention Coordinator (SAPC); SAPC may Recommend Treatment; <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 |   |

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- \_\_\_ An observable contemporaneous change in the Covered Employee's behavior that strongly suggests drug or alcohol impairment at work. [Such observable change(s) must be described in Section III below.]

4. APPEARANCE:

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

Section III – NARRATIVE DESCRIPTION

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

*~Please print information~*

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

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Section IV

## APPENDIX B

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 the reason the employee needs to 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 C: 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 or employees new to the unit. 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 or employees new to the unit 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 or employee's new to the unit 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 transferred or promoted employees new to the 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 or employees new to

**the unit** 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 **and employees new to the unit** 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 thirty (30) minutes to meet with represented new employees 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 **or employees new to the unit** 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. 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. 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 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.

## APPENDIX C

**F. Alternate Procedures:** In the event the Union identifies one or more new employees or employees new to the unit 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)~~ thirty (30) 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)~~ forty-five (45) 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.

**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

## APPENDIX C

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 and employees new to the unit 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  
Arts Commission  
Asian Art Museum  
Airport Commission  
Board of Appeals  
Board of Supervisors  
Office of Economic & Workforce  
Development  
California Academy of Sciences  
Child Support Services  
Children, Youth and Their Families  
City Attorney's Office  
City Planning Department  
Civil Service Commission  
Commission on the Status of Women  
Department of Building Inspection  
Department of Environment  
Department of Elections  
Department of Homelessness  
Department of Human Resources  
Department of Police Accountability

Department of Technology  
District Attorney's Office  
Ethics Commission  
Fine Arts Museum  
Fire Department (Non-Sworn)  
General Services Agency  
Health Service System  
Human Rights Commission  
Juvenile Probation Department  
Library  
Mayor's Office  
Office of the Assessor-Recorder  
Office of the Controller  
Office of the Treasurer/Tax Collector  
Port of San Francisco  
Public Defender's Office  
Rent Arbitration Board  
SF Children and Families Commission  
SF Employees' Retirement System  
War Memorial & Performing Arts

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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)

## **ATTACHMENT A – Compensation Grades**

**For current rates of pay, please refer to the City and County of San Francisco's Compensation Manual located at:**

**<http://www.sfgov.org/site/uploadedfiles/dhr/compmanual/CompManual.pdf>**.

## **GLOSSARY- CIVIL SERVICE COMMISSION JURISDICTION**

The following provisions are for informational purposes only. They shall be interpreted, applied and administered by the Civil Service Commission, and shall not be subject to the grievance and arbitration procedure set forth in this Memorandum of Understanding.

### **LEAVES OF ABSENCE**

Employees who are absent from their duties because of illness or disability are eligible for sick leave. In addition to normal use sick leave, employees shall be entitled to the following:

#### **A. Sick Leave – Bereavement**

1. Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however, two (2) additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.
2. Absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect. Leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death.