



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN AND FOR**

**TEAMSTERS, LOCAL 856  
MULTI-UNIT**

**AND**

**CITY AND COUNTY OF SAN FRANCISCO**

**JULY 1, 2014 – JUNE 30, 2017**

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**ARTICLE I - REPRESENTATION**

This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") and Teamsters, Local 856 (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

**ARTICLE I. REPRESENTATION**

**A. RECOGNITION**

- 1. 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 units as listed below:

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>BARG. UNIT</u>
1434	SHELTER SERVICE REP	46
2453	SUPV PHARMACIST	46
2462	MICROBIOLOGIST	46
2464	SR. MICROBIOLOGIST	46
2496	RADIOLOGIC TECH SUPV	46
3320	ANIMAL KEEPER	46
3370	ANIMAL CARE ATTEND	46
3372	ANIMAL CONTROL OFF.	46
6139	SR. INDUS HYGIENIST	46
7444	PARKING METER REPAIR	46
8322	SR COUNSELOR- JUV.	46
8568	SR COUNSELOR - JUV. (SFERS)	46
8324	SUPV COUNSELOR - JUV	46
8572	SUPV COUNSELOR - JUV. (SFERS)	46

- 2. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this MOU. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Union the City will meet and confer concerning proposed changes to bargaining units.

**B. NO STRIKE PROVISION**

- 3. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union and represented employees will not engage in any work stoppage as defined in Charter Section A8.346.

**C. MANAGEMENT RIGHTS**

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

**ARTICLE I - REPRESENTATION**

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

**D. UNION/CITY RELATIONS COMMITTEE**

8. The parties hereby agree to establish a Union/City Relations Committee. The Committee shall consist of up to three (3) bargaining unit members appointed by the Union in addition to union staff and up to three (3) members appointed by the City. The chair of the committee will be selected from the City team for the first six (6) months of the committee's term, and will be selected from the Union team for the second six (6) months. The chair shall rotate thereafter.
9. The Committee shall meet every three months if matters of mutual concern are identified by either party. Either party may submit matters for the agenda, provided however, that grievance arbitration matters may not be discussed absent mutual agreement.
10. The Committee is also specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

Animal Care & Control

11. During the term of this Agreement (FY 2012-2013 & FY 2013-2014), a subcommittee shall be established between the Department and the Union and shall meet by no later than September 30, 2012, to further discuss matters within the scope of representation at Animal Care & Control. The parties shall meet on a regular or as-needed basis.

Department of Public Health

12. During the term of this Agreement (FY 2012-2013 & FY 2013-2014), a subcommittee shall be established between the Department and the Union and shall meet by no later than September 30, 2012, to further discuss night duty, standby, and call back for their represented employees.

**E. GRIEVANCE PROCEDURES**

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

## *ARTICLE I - REPRESENTATION*

14. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement.

A grievance does not include the following:

15. 1. 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.
16. 2. 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.

### Grievance Description

17. The Union and the City agree that the following guidelines will be used in the submission of grievances:
18. a. The grievances shall state the specific article(s), section(s) and paragraph(s) of this Agreement which the Union believes has been violated;
19. b. The grievances shall state the remedy or solution being sought by the Grievant or Union.

### 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 "working day," any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

### Steps of the Procedure: Non-discipline

21. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.
22. A grievance affecting more than one employee shall be filed with the appointing officer or designee. Grievances affecting more than one department shall be filed with the Employee Relations Division. 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.
23. The grievant may have a Union representative present at all steps of the grievance procedure.

## *ARTICLE I - REPRESENTATION*

24. Step 1: An employee shall discuss the grievance informally with his/her 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.
25. 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 the name of the employee, the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant. For grievances involving more than one employee, the Union will identify the names of all affected grievants as soon as reasonably possible, but no later than submission to Step 4.
26. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
27. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing, within ten (10) days of receipt of the Step 1 answer. The intermediate supervisor may convene a meeting or respond in writing within twenty (20) days of receipt of the grievance. If a meeting is held the intermediate supervisor shall respond in writing within twenty (20) days.
28. Step 3: A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 2 answer. 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.
29. Step 4: If the Union is dissatisfied with the Appointing Officer's response at Step 3, it may appeal to the Director, Employee Relations, in writing, within twenty (20) days of receipt of the Step 3 answer. The Director may convene a grievance meeting within twenty (20) days with Union; the grievant may attend the meeting if s/he so desires. 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.
30. Arbitration: If the Union is dissatisfied with the Step 4 answer it may invoke arbitration by notifying the Director of Employee Relations in writing, within twenty (20) days of the 4th Step decision. However, in order to proceed to arbitration, the City and the Union shall initiate the selection of an arbitrator and schedule the arbitration dates within 30 calendar days of the Union's receipt of the Director of Employee Relations denial of the grievance.

### Selection of the Arbitrator

31. The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) days following the effective date of this Agreement,



## *ARTICLE I - REPRESENTATION*

either party may obtain a panel through the appointment process of the American Arbitration Association. Provided however that an arbitrator may be removed from the panel by mutual consent at any time. Replacements, in the absence of mutual agreement, shall be made by American Arbitration Association appointment.

32. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) days the arbitrator shall be selected from the permanent panel by utilizing a strike off procedure.

### Discipline/Discharge Grievances

33. Permanent employees or employees who have served the equivalent of the probationary period may grieve (appeal) temporary reduction in pay, suspensions, disciplinary demotions or discharges.
34. If an employee has previously been disciplined regarding problems of abuse of sick leave or tardiness, in lieu of unpaid suspension, the Appointing Officer or his/her designee, may at his/her option, impose a temporary reduction in pay by reducing an employee's pay by 5% or to the next lower pay step, for subsequent attendance discipline. The duration of such pay reduction shall depend on the seriousness of the offense (e.g., one (1) day suspension equates approximately to four (4) weeks of reduced pay).

### Expedited Termination Grievances

35. Termination grievances will be filed directly at Step Three (Employee Relations Division).
36. The parties agree to use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) calendar days of the appeal to arbitration.
37. The parties will agree in advance on an arbitrator or panel of arbitrators to hear all termination grievances.

### Steps of the Procedure: Disciplinary Grievances

38. 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. The grievance shall set forth the basis of the appeal. The Appointing Officer or designee shall respond within twenty (20) days following receipt of the appeal.
39. Step 2. The union may appeal the Appointing Officer's decision to the Director of Employee Relations in writing within ten (10) days). The Director 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) of receipt of the appeal.
40. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) days following issuance of the final City decision.

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

### Selection of the Arbitrator

41. Selection of an arbitrator shall be as in paragraphs 31 and 32 above.

### Authority of the Arbitrator

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

### Fees and Expenses of Arbitrator

43. The fees and expenses of the Arbitration shall be shared equally by the parties including the cost of the arbitrator, court reporter and transcript, if ordered.

### Hearing Dates and Date of Award

44. Hearings shall be scheduled 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 to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
45. Any claim for monetary relief shall not extend more than thirty (30) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.
46. 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.

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

### Official Representatives

47. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings, and the City disagrees, the Union shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.
48. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
49. No selected employee member shall leave the duty or workstation, or assignment without specific approval of appropriate Employer representative.
50. In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

## **ARTICLE I - REPRESENTATION**

### Stewards

51. The Union shall at least annually furnish the City with an accurate written list of stewards and alternate stewards. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.
52. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
53. Upon notification of a designated management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.
54. Stewards shall be responsible for the performance of their workload, consistent with release time approved pursuant to rules established herein.
55. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty.
56. 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.
57. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

### **G. UNION ACCESS**

58. 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.
59. Union representatives shall also have a reasonable right of access to non-work areas (bulletin boards, employee lounges and break rooms), and to hallways in order to reach non-work areas, to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees.

## **ARTICLE I - REPRESENTATION**

60. 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.
61. 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.
62. 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.

### **H. UNION SECURITY**

#### Authorization for Deductions

63. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political committee contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Union, the Controller agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

#### Dues Deductions

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

### **I. AGENCY SHOP**

#### Application

65. Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the

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

Union no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208(B) of the Employee Relations Ordinance.

### Service Fee

66. For the term of this agreement, all current and future employees of the City in the particular unit or subunit, as described in Article I Section A, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union, or in lieu thereof, shall pay a service fee to the Union. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

### Financial Reporting

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

### Religious Exemption

68. Any employee of the City in a classification described in the above-referenced Application section, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall upon presentation of membership and historical objection be relieved of any obligation to pay the required service fee. The union shall be informed in writing of any such requests.

### Payroll Deduction

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

### Employee Lists

70. The City shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the

**ARTICLE I - REPRESENTATION**

employee's name, employee number, classification, department number and amount deducted.

71. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.
72. Indemnification: The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.

**J. EMPLOYEE REASSIGNMENTS**

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

**K. BULLETIN BOARDS**

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

**L. CIVIL SERVICE RULES**

75. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

**M. DATA**

76. The City will provide the Union the following data, by representation unit, for each employee on a quarterly basis within legal and reasonable administrative constraints.
1. Name;
  2. Employee Number;
  3. Department and Section;
  4. Current Classification.
77. Upon written request, the City agrees to provide to the Union on an annual basis, gender information by job classification.

*ARTICLE I - REPRESENTATION*

**N. ADDITIONAL DATA**

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

**ARTICLE II. EMPLOYMENT CONDITIONS**

**A. NON-DISCRIMINATION**

79. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment. The City shall expedite the handling of complaints of sexual harassment pursuant to Section 103.3 of the Civil Service Rules and Section 16.9-25 of the Administrative Code.
80. In the event more than one administrative remedy is available within the City and County governmental system of San Francisco, the Union and the employee shall elect only one. The election is irrevocable.

**B. PROBATIONARY PERIOD**

81. The probationary period, as defined and administered by the Civil Service Commission, shall be Two Thousand Eighty (2,080) hours.
82. The probationary period for a promotive appointment shall be One Thousand and Forty (1,040) hours.
83. The probationary period for an employee on all other job changes including but not limited to bumping and transfer shall be Six Hundred and Eighty (680) hours of service. If the employee is being returned to duty in the same department from which he/she was laid off, he/she shall serve the remainder of any probationary period.
84. A probationary period may be extended by mutual agreement, in writing, between the employee and the Appointing Officer or designee with notice to the Union.

**C. RECLASSIFICATION/REORGANIZATION**

Effects of Reclassification

85. Upon approval of the reclassification of an existing position by the Human Resources Director or the Civil Service Commission, the incumbent shall be separated from the position, and shall be eligible to exercise seniority to fill another position in the class occupied prior to the reclassification in accordance with the rules of the CSC or provisions of the CBA whichever governs.

Transfer of Work between Bargaining Units/Incidental Employee Work Assignments

86. The City shall have the right to assign work to any classification determined to be appropriate for the performance of said duties.



**ARTICLE II – EMPLOYMENT CONDITIONS**

87. The incidental assignment of out of class duties shall be subject to this provision. Incidental duties shall be defined as those constituting a minor portion of the employee’s assignment.

**D. AMERICANS WITH DISABILITIES ACT**

88. 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 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.

**E. RIGHT TO PRIVACY**

89. Employees will have a reasonable expectation of privacy when a department formally allows employees a closed work area as a locker and/or desk drawer with an individual key.

**F. SUBCONTRACTING OF WORK**

"Prop J." Contracts

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

91. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out. Prior to any final action being taken by the City to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,

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

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

## **ARTICLE II – EMPLOYMENT CONDITIONS**

98. In the event represented employees are laid off or displaced as a result of such contracting out, employment counseling will be made available to these employees.

### Personal Services Contracts

99. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals.
100. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.
101. If the Union wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after the union’s receipt of the department’s notice. 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 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.
102. 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 or commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph 101.
103. The City agrees to provide the Union 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.
104. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.

## **G. WORKFORCE REDUCTION**

### Obligation to Meet & Confer on Employee Workloads

105. 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.
106. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.

**ARTICLE II – EMPLOYMENT CONDITIONS**

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

Advance Notice of Pending Layoffs

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

**H. MINIMUM NOTICE FOR DISPLACEMENTS**

109. 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 his/her classification and department for the remainder of the notice period.

Layoff Procedures

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

Credit for Time Served in Temporary Position While on Layoff from Permanent Position

111. An employee who has completed probation in a permanent position and who:
112. 1. is "laid off" from said position,
113. 2. is immediately and continuously employed in another classification with the City, either permanent or temporary, and
114. 3. is thereafter permanently re-employed in his/her former classification without a break in service,
115. 4. shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

**ARTICLE II – EMPLOYMENT CONDITIONS**

**I. TRAVEL REIMBURSEMENT**

Municipal Railway

116. An employee who travels on the Municipal Railway for City business shall be reimbursed for such travel upon proof of purchase. Employees without Clipper cards shall provide receipts in order for reimbursement. Employees with Clipper cards shall provide a printout of the trip for which they seek reimbursement, unless they have a monthly MUNI Fast pass, in which case no reimbursement is required.

Mileage Allowance

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

**J. REIMBURSEMENT OF PERSONAL EXPENSES**

118. An employee who seeks reimbursement of damaged, destroyed or stolen property, which occurred during the performance of job duties, shall submit a claim to his/her department head with appropriate documentation specifying the property and the circumstances that led to the property damage or loss, including but not limited to an incident report, police report, receipts, pictures, and other proof of loss not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to reimbursement, if appropriate, no later than 120 days following the submission of such claim. Reimbursement may be delayed or denied, if the employee does not submit the appropriate documentation.

**K. FINGERPRINTING**

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

**L. PERSONNEL FILES**

120. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.
121. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.
122. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.

**ARTICLE II – EMPLOYMENT CONDITIONS**

123. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author.
124. Materials relating to disciplinary actions in the employee's personnel file which have been in the file three (3) years or more shall not be used for disciplinary purposes provided there has been no reoccurrence of the conduct, documented in the file, on which the discipline was based.
125. The above provision shall not apply to material relating to disciplinary actions based on the misuse or being under the influence of drugs or alcohol at work; acts which would constitute a crime; workplace violence; or mistreatment of persons including retaliation, harassment or discrimination of other persons based on a protected class status.
126. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the file.
127. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct which is documented in the employee's personnel file or the subject of a prior disciplinary action.

**M. INDEMNIFICATION OF CITY EMPLOYEES**

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

**N. LABOR-MANAGEMENT COMMITTEE**

129. For the term of this MOU, the City and the Union agree to establish at each department a Labor-Management Committee that shall convene upon the Union's written request, up to three (3) times per calendar year unless the parties mutually agree otherwise. Each party shall designate a chair, who shall have responsibility to make arrangements for scheduling the labor-management meeting and for drawing up the agenda.
130. a. Up to two (2) employees shall be released, unless agreed upon otherwise, to attend each scheduled meeting, provided the Union has given the Department at least seven (7) calendar days' notice of her/his selection. If either of the Union's first selections, cannot be released due to departmental operational or staffing requirements, the Union may make an alternate selection, provided the Union gives sufficient prior notice.
131. b. Items to be included and discussed at the meetings are to be submitted to the Department and to the Union at least seven (7) calendar days prior to the

**ARTICLE II – EMPLOYMENT CONDITIONS**

scheduled date of the meeting. Items not so submitted need not be responded to at the meeting. Appropriate agenda items for such meetings include:

1. administration of this Agreement;
2. additional items mutually agreed-to by the parties for placement on the agenda.

132. The parties agree that participants at these meetings will not have the authority to add to, subtract from, or in any way alter the terms and conditions set forth in this Agreement. Participants at these meetings shall have no right to determine issues under the exclusive jurisdiction of the Civil Service Commission. Finally, the parties agree that matters relating to pending grievances, discipline or individual performance issues shall not be discussed at these meetings.

**O. SENIORITY**

133. Departments will implement a vacation sign-up procedure that provides for vacation sign-up by seniority for employees covered by this MOU.

**P. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES**

134. 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.
135. It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking floating holidays as described in paragraphs 251 through 252 of the parties’ 2010-2012 Agreement, such work will be offered to holdovers in such represented classifications.

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

**A. WAGES**

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

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

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

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

137. Effective October 11, 2014, active represented employees of Teamsters, Local 856 Multi-Unit in the 8322/8568 Senior Counselor classification shall receive a one-time wage adjustment of an additional two percent (2%) to their base wages.

138. Base wages of SFERS classifications 8568 (Senior Counselor JUV (SFERS)) and 8572 (Supervising Counselor JUV (SFERS)) shall be maintained at the same level as classifications 8322 (Senior Counselor- JUV (PERS)) and 8324 (Supervising Counselor- JUV (PERS)), respectively.

139. All base wage calculations shall be rounded to the nearest salary schedule.

**B. ADDITIONAL COMPENSATION**

Wage Corrections, Adjustments, and Studies

140. Employees in classes 3372, 3370 and 1434 in the Department of Animal Care and Control may advance to Step 6 upon completion of two (2) years of service at Step 5.

Lead Person Pay

141. Employees in classification 7444 Parking Meter Repairer designated in writing by their supervisor or foreman as a lead person shall be entitled to a \$5.00 per day premium when required to plan, design, sketch, layout, detail, estimate, order materials and take the lead on any job and direct the work of at least three other persons who are assigned.

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

142. Employees in Class 8322 Senior Counselor – Juvenile Hall, when assigned by their supervisor to act as “Officer of the Day” for periods of less than ten (10) consecutive working days, shall be entitled to a \$18.00 per day premium. Employees shall not be eligible to receive both the Officer of the Day Premium and the Acting Assignment Pay.

“In Charge” Assignment Pay

143. Employees in classes 3372 Deputy Animal Control Officer, 3370 Animal Care Attendant and 1434 Shelter Service Representative shall, when assigned to be in charge of their division during the absence of higher level supervision for an entire shift, be paid a premium of \$9.00 per day when so assigned.
144. Animal keepers, when assigned to be in charge of their section during the absence of higher level supervision for an entire shift, shall be paid a premium of \$5.50 per day when so assigned. Employees so assigned as described above shall serve in the “in charge” assignment at the pleasure of the appointment authority and shall not obtain any tenure or property interest in the assignment.

Acting Assignment Pay

145. Employees assigned by the Department Head or designee to perform the full range of essential functions of a position in a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
146. 1. The assignment must be in writing.
147. 2. The position to which the employee is assigned must be a budgeted position.
148. 3. The employee is assigned in writing to perform the duties of a higher classification for ten (10) consecutive working days.
149. If each of the above criteria are met and upon verification by the Department Head, an employee shall be paid a one full salary step adjustment (approximately 5%) but which does not exceed the maximum step of the salary grade of the class to which temporarily assigned, retroactive to the first day of assignment. Premiums based on percent of salary shall be paid at a rate which includes Acting Assignment pay.
150. If each of the above criteria are met but an employee does not receive the acting assignment pay, the employee must file a grievance within thirty days of written notice of the assignment.
151. Requests for classification or reclassification review shall not be governed by this provision.

Supervisory Differential Adjustment

152. The Appointing Officer shall adjust the compensation of a supervisory employee whose compensation grade is set herein subject to the following conditions:



*ARTICLE III – PAY, HOURS AND BENEFITS*

153. 1. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
154. 2. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
155. 3. The organization is a permanent one approved by the appointing officer, chief administrative officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
156. 4. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
157. 5. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate 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.
158. 6. The adjustment of the compensation grade of the supervisor shall not exceed 5% over the compensation exclusive of extra pay, of the employee supervised.
159. If the application of this section adjusts the compensation grade of an employee in excess of his/her immediate supervisor, whose class is also covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
160. 7. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
161. 8. The Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

Bilingual Premium

162. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." Employees who are assigned to a "designated bilingual position" for a minimum of ten (10) hours shall be granted additional compensation of thirty-five dollars (\$35.00) biweekly. A "designated bilingual position" is a position

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

designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

#### Night Duty

163. Employees who, as part of their regularly scheduled work shift, are required to work at least two (2) hours between (five) 5:00 p.m. and (midnight) 12:00 a.m. shall receive a premium of 8.5% per hour in addition to their straight time hourly base rate of pay for any and all hours worked between (five) 5:00 p.m. and (seven) 7:00 a.m. Employees whose regular shift includes at least a minimum of two (2) hours between the hours of midnight (12:00a.m.) and seven (7:00a.m.) shall be paid a premium of ten (10%) of their base rate for each hour worked. Excluded from this provision are those employees who participate in an authorized flex-time program or an alternate work schedule where the work shift includes hours to be worked between the hours of (five) 5:00 p.m. and (seven) 7:00 a.m. Day shift employees assigned to work during the night duty premium hours are not eligible for night duty premium. Payment of this premium shall be made for actual hours worked.

#### Standby Pay

164. Employees who, as part of the duties of their positions are assigned in writing by the Appointing Officer or designee to standby when normally off duty to be instantly available on call for the performance of their regular duties, shall be paid the Federal Minimum Wage per hour for the period of such standby service. During the standby period employees are relieved from duty and such hours are not to be considered hours worked under the FLSA. The issuance of an electronic paging device does not in itself constitute eligibility for standby pay. When such employees are called on to perform their regular duties during the period of such standby service, they shall be paid while engaged in such service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in positions whose duties are primarily administrative in nature.

#### Standby Pay – San Francisco General Hospital (Class 2453 Supervising Pharmacist)

165. Employees in class 2453 Supervising Pharmacist at SFGH who are assigned to standby duty with an electronic paging device and who are required to be instantly available to respond in accordance with departmental policy, shall be compensated \$150.00 per week and four (4) hours compensation.

#### Call Back

166. Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be paid at the applicable rate for all hours actually worked (with a three (3) hour minimum). This section shall not apply to employees who are called back to duty when on stand-by status.

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

7444 Meter Technology Premium

167. Effective July 1, 2014, only employees in classification 7444 Parking Meter Repairer, who are assigned by their supervisor or foreman to perform work on equipment other than single space meters during their assigned shift, and who previously received the premium in fiscal year 2013-2014, shall be entitled to a five dollar (\$5.00) per day premium when required to repair complex and electronic components on-site. All employees in class 7444 who did not receive the Meter Technology Premium in fiscal year 2013-2014 shall not be eligible to receive this premium. The Meter Technology Premium shall sunset when there are no remaining employees in class 7444 Parking Meter Repairer who are eligible to receive this premium.

**C. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

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

Promotive Appointment in a Higher Class

169. An employee or officer who has completed a probationary period or six (6) months of service, whichever is less, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:
170. 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 in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.
171. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary grade for which is higher than the salary grade of the employee's permanent class shall be deemed promotive.

Non-promotive Appointment

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

Appointment Above Entrance Rate

173. Appointments may be made by an appointing officer at any step in the compensation grade under any of the following conditions:
174. 1. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.
175. 2. Loss of compensation would result if appointee accepts position at the normal step.

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

176. 3. A severe, easily demonstrated and documented recruiting and retention problem exists.
177. 4. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

Reappointment Within Six Months

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

Compensation Upon Transfer or Reemployment

179. 1. Transfer. An employee transferred from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.
180. 2. Reemployment in Same Classification Following Layoff. 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.
181. 3. Reemployment in an Intermediate Classification. 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.
182. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
183. 4. Reemployment in a Formerly Held Classification. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary step in the salary grade for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

**D. METHODS OF CALCULATION**

184. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly

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

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

185. 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 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.

#### **E. SENIORITY INCREMENTS**

##### Advancement Through Salary Steps

186. Full time employees who are appointed at step 1 may advance to the second step and to each successive step upon completion of the one (1) year required continuous service. Part-time regularly scheduled employees may advance to the second step upon completion of 2080 continuous hours of service, and to each successive step upon completion of 2080 continuous hours of service.
187. Employees who enter a classification at a rate of pay at other than the first step may advance one (1) step upon completion of the one (1) year required service. Further increments may accrue following completion of the required service at this step and at each successive step.
188. Date Increment Due. Increments may accrue and become due and payable on the next day following completion of required service in the class and with approval of the appointing officer, unless otherwise provided herein.

##### Exceptions

189. a. Satisfactory Performance. For all employees, 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 any intent to withhold a step increase. However, if the unsatisfactory performance occurs within the sixty (60) days before the employee's salary anniversary date, the Appointing Officer shall provide notice of intent to withhold a step increase within a reasonable time. The notice shall be in writing and shall provide a list of reasons and/or explanation for the denial.
190. b. Upon notification of intent to withhold a step increase, management/supervisor shall initiate a performance plan with goals and a timeline to earn the step increase; provided, however, that nothing in this section is intended to or shall make performance plans subject to the grievance procedure. Management/supervisor may consider the employee's and Union's input in creating the performance plan. The timeline for the plan may be extended by agreement, in writing, executed by the employee, the Union and the supervisor.
191. c. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation(s) may be used as evidence by either party in

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a grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

192. d. If the Appointing Officer takes no action with respect to an employee's step advancement, by default an employee shall be granted a step advancement on his/her salary anniversary date.
193. e. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement on the employee's salary anniversary date the following fiscal year. However, at any time before that date, the Appointing Officer, in his or her sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the Appointing Officer's decision, with no retroactive payment allowed.
194. f. An employee's salary anniversary date shall be unaffected by this provision.
195. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military 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 his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
196. 1. An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the compensation grade plan, unless otherwise specifically provided for in the MOU. Employees under permanent Civil Service appointment may receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
197. 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.

**F. WORK SCHEDULES**

1. Regular Work Schedule

198. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8) hours of work completed within not more than nine (9) hours. A regular workweek is a tour of duty of worked hours on each of five (5) consecutive days within a seven (7) day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five (5) consecutive working days in conjunction with changes in their work shifts or schedules.

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

2. Flexible Work Schedule

199. All classifications of employees having a Regular Work Schedule may, with the Appointing Officer's permission, voluntarily work in a flex-time program authorized by the Appointing Officer under the following conditions:
200. a. The employee must work five (5) days a week and forty (40) hours per week.
201. b. The employee must execute a document stating that he or she is voluntarily participating in a flex-time program. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Schedule" as defined in section 1 above.
202. c. This provision shall not be grievable or arbitrable.

3. Alternate Work Schedule

203. By mutual agreement the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include full-time work weeks of less than five (5) days or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Schedule" as defined in section 1 above. Requests for alternate work schedules shall not be unreasonably denied.

4. Part Time Work Schedule

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

5. Voluntary Reduced Work Week

205. 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.

6. Voluntary Time Off Program ("VTOP")

206. The mandatory furlough provisions of CSC Rule 120 shall not apply to covered employees.
207. a. 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.
208. 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

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of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.

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

209. (1) All voluntary unpaid time off granted pursuant to this section shall be without pay.

210. (2) 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.

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

7. Animal Care and Control Graveyard Shift

212. The Department of Animal Care & Control agrees to allow employees assigned to work the graveyard shift to waive their one-hour lunch break with prior supervisor approval based on operational need which will result in a one hour reduction in the length of their work shift. At any time, the Department may re-evaluate the feasibility of the work schedules and determine whether it is appropriate to allow employees who work the graveyard shift to waive their one-hour lunch break. In such event the employee would work the full number of work hours assigned.

**G. COMPENSATION FOR VARIOUS WORK SCHEDULES**

1. Normal Work Schedules

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

2. Part-Time Work Schedules

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

3. No Available Work

215. Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours. Employees who have been designated by their department as emergency personnel must report to work as scheduled unless otherwise notified by the Appointing Officer of designee.



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

**H. OVERTIME COMPENSATION**

217. The Appointing Officer may require employees to work longer than the regular workday or the regular workweek. Any time worked under proper authorization or suffered to be worked by an employee, exclusive of part-time employees, in excess of actual paid work on a regular workday or workweek shall be treated as follows:

Non-“Z” Designated Classifications

218. Employees in classifications designated as Non-“Z” are compensated for overtime subject to the following:

219. a. For employees working a regular eight (8) hour workday, overtime at one-and-one-half times the base hourly rate (which may include a night differential if applicable) for actual hours worked in excess of eight (8) hours in a day or for hours worked in excess of forty (40) hours in a week; provided that employees working in classifications that are designated as having a regular workday of less than eight (8) hours or a regular workweek of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified regular hours until they exceed eight (8) hours per day and forty (40) hours per week;

220. b. For employees working a flexible work schedule as described in section F.2. above, overtime at one-and-one-half times the base hourly rate (which may include a night differential if applicable) for actual hours worked in excess of forty (40) hours in a week;

221. c. For employees working an alternate work schedule as described in section F.3. above, overtime at one-and-one-half times the base hourly rate (which may include a night differential if applicable) for hours worked in excess of the normal workday as set forth in an alternate work schedule or for actual hours worked in excess of forty (40) hours in a week. Overtime for employees working a 9/80 schedule is based on the FLSA workweek designated in such a schedule.

222. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non-“Z” designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half. An employee who is appointed to a position in another department shall have his or her entire compensatory time balances paid out at the rate of the underlying classification prior to appointment. An employee who is appointed to a position in a higher, non-Z or L designated classification shall have his or her entire compensatory time balances paid out at the rate of the lower classification prior to promotion.

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223. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked in a day and week. (For purposes of this calculation fixed holidays, jury duty and military leave shall be counted as hours worked). Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

“Z” Designated Classifications

224. Employees in classifications designated as “Z” shall not be paid for overtime worked but may be granted compensatory time off at time and one half for actual hours worked in excess of forty (40) hours in a week.
225. When an appointing officer receives notice from an employee, designated as a “Z” employee for FLSA purposes, that the employee will resign, the appointing officer, or designee, will use his/her best efforts to accommodate that employee’s request to exhaust any unused compensatory time.
226. For purposes of calculation of overtime, fixed holidays will be considered actual hours worked.

Compensatory Time

227. Employees may carry forward up to two hundred forty (240) hours of earned but unused compensatory time into the next fiscal year.

**I. FAIR LABOR STANDARDS ACT**

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

**J. HOLIDAYS**

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

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

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230. In addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.
231. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
232. The City shall accommodate religious belief or observance of employees as required by law.
233. Employees are granted four floating holidays to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays received in one (1) 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 may not exceed the total number of floating holidays received in the previous fiscal year, and at no time shall employees be able to accumulate more than six (6) floating holidays. No compensation of any kind shall be earned or granted for floating holidays not taken.
234. Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, 2013, may be carried over to be used in Fiscal Years 2012-13, 2013-14 and 2014-15.
235. During Fiscal Years 2012-13, 2013-14 and 2014-15, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.
236. Employees who have established initial eligibility for floating holidays and 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 off.
237. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year. The City shall provide one week's advance

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notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

1. In-Lieu Holidays

238. Requests for in-lieu holidays shall be made to the appropriate management representative prior to or no later than thirty (30) days after the holiday is earned and must be taken within the fiscal year.
239. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein
240. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.

2. Holiday Compensation for Time Worked

241. Employees required by their respective Appointing Officers to work on any of the above-specified or substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.
242. Executive, administrative and professional employees designated with the "Z" symbol and who the City believes are exempt under the provisions of the Fair Labor Standards Act shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one half (1 1/2) times for work on the holiday.

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

243. a. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.
244. b. 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.
245. c. Employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.
246. d. Sections b. and c. above shall apply to part-time employees on a pro-rata basis.

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

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

4. Holiday Pay for Employees Laid Off

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

5. Employees Not Eligible for Holiday Compensation

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

6. Part-time Employees Eligible for Holidays

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

252. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1//10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

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

**K. VACATION**

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

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**L. HEALTH AND WELFARE AND DENTAL INSURANCE**

Employee Health Care

255. The level of the City's contribution to employee health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428.
- a. Health Coverage Effective January 1, 2014 Through December 31, 2014
- 1) Medically Single (Employee Only)
256. Effective January 1, 2014 through December 31, 2014, for “medically single employees” (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the “medically single employee” (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City’s premium contribution will not fall below the lesser of: (a) the “average contribution” as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the “average contribution,” one hundred percent (100%) of the premium.
257. For the period January 1, 2014 through December 31, 2014 only, for “medically single employees” (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan.
- 2) Dependent Health Care Pick-Up.
258. Effective January 1, 2014 through December 31, 2014, for Dependent Coverage (Employee Plus One; Employee Plus Two More), the City will also contribute a maximum of \$225 per month towards each employee's dependent health coverage for the life of the agreement. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser’s dependent health care medical premium charged to the employee plus two or more dependents category.
- b. Health Coverage Effective January 1, 2015
259. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City’s contribution of a percentage of those premiums and the employee’s payment of the balance (Percentage-Based Contribution Model), as described below:
- 1) Employee Only:
260. 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%)

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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:

261. 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:

262. 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

263. 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

264. For purposes of this agreement, and any resulting agreements under paragraph 272, to ensure that all employees enrolled in health insurance through the City’s Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City’s health insurance premium contribution under the Percentage-Based Contribution Model is less than the “average contribution,” as established under Charter section A8.428(b), then, in addition to the City’s contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual “average contribution.” The parties intend that the City’s contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

c. Agreement Not to Renegotiate Contributions in 2014

265. The terms described in paragraphs 266 through 271 above will be effective in calendar year 2015, and the parties agree not to seek to modify this agreement through the term of any MOU entered into prior to, or in the spring of, 2014.

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d. Other Terms Negotiable

266. While the parties have agreed in paragraph 272 not to negotiate any changes to the Percentage-Based Contribution Model, the parties are free to make economic proposals to address any alleged impact of the health contribution levels described above or other health related issues not involving the percentage-based contribution model (e.g. wellness and transparency).

e. Other Agreements

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

Dental Coverage

268. The City shall provide dental coverage through the term of this agreement.

269. 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.

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

271. **CONTRIBUTIONS WHILE ON UNPAID LEAVE.** 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.

**M. STATE DISABILITY INSURANCE (SDI)**

272. Employees in the bargaining unit(s) covered by this agreement shall be enrolled in the State Disability Insurance Program. 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.

**N. RETIREMENT**

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 the 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.



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274. Effective July 1, 2012, all represented employees agree to pay their own employee retirement contribution.

1. Proposition C Employee Cost-Sharing

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

276. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, bargaining unit members in CalPERS shall make the mandatory statutory employee contribution described in paragraph 281 plus an additional mandatory contribution to effectuate San Francisco Charter Section A8.409-9 (the "Prop. C Contribution"). The Prop. C Contribution is determined, as set forth in the chart below, based on the employee contribution rate which corresponds to the SFERS annual employer contribution rate for that fiscal year. For example, for FY 2012-2013, based on the employer contribution rate of 20.71%, the Prop. C Contribution will be 2.5% of covered compensation for miscellaneous safety bargaining unit members in CalPERS earning at the annual rate of less than \$100,000, and 3% of covered compensation for such bargaining unit members earning at the annual rate of \$100,000 or more.

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

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25.01% - 27.5%	3.5%	4.0%
27.51% - 30.0%	3.75%	4.25%
30.01% - 32.5%	3.75%	4.25%
32.51% - 35.0%	4.0%	4.5%
35.01% +	4.0%	5.0%

277. The Prop. C Contribution:

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be included in the gross income of the bargaining unit members for FICA taxes when they are made;
- (iv) will be reported to CalPERS as City contributions to be applied against the City's CalPERS reserve, and will not be applied to the bargaining unit member's individual CalPERS account;
- (v) will be included in the bargaining unit member's compensation as reported to CalPERS and the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid by the City to CalPERS; and
- (vi) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of, salary.

278. In the event that the Prop. C Contribution is zero, i.e. the annual SFERS employer contribution rate is between 11-12%, section C above will not apply. In the event that the Prop. C Contribution is a negative number, i.e. the annual SFERS employer contribution rate is less than 11%, Section C above will not apply and the Prop. C Contribution will be treated as a City pick up of the bargaining unit members' mandatory CalPERS retirement contribution under paragraph 281 to the extent of the Prop. C Contribution.

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

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right to take said contributions into account for the purpose of salary comparisons with other employers.

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

2. Employee payment of employee contribution to CalPERS

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

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of, salary; and
- (iv) the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid to CalPERS.

Retirement Reopener

282. At the written request of the Union, the City agrees to meet and confer with the Union over a mutually satisfactory contract amendment with PERS to effect safety retirement improvements. As set forth in Charter Section A8.409-2 any contract amendment shall be cost neutral. As set forth in Charter Sections A8.409.-5 and A8.506-2, the parties acknowledge that any disputes remaining after meet and confer on a PERS contract amendment are not subject to the impasse resolution procedures in Charter Section A8.409.

Retirement Seminar Release Time

283. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS or PERS. All such seminars must be located within the Bay Area.

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284. 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.

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

**O. LIFE INSURANCE**

286. The City shall provide \$50,000 term life insurance for each permanent employee in the unit.

**P. LONG TERM DISABILITY INSURANCE**

287. The City, at its own cost, shall provide to employees a Long Term Disability (LTD) benefit that provides, after a one hundred and eighty (180) day elimination period, sixty percent salary (60%) (subject to integration) up to age sixty-five (65). Employees who are receiving or who are eligible to receive LTD shall be eligible to participate in the City's Catastrophic Illness Program only to the extent allowed for in the ordinance governing such program.

**Q. RETURN TO WORK PROGRAMS**

288. The City shall establish a Return-To-Work Program which shall provide for modified work assignments for employees who have sustained an occupational injury or illness to enable these employees to return to work as soon as possible consistent with their medical restrictions, as determined by licensed physician in accordance with Workers' Compensation laws and regulations.

289. The City recognizes that departments may have varying hours of public service, occupational standards or requirements for employees and other unique or specialized requirements. In order to provide for these unique elements, departments may create departmental Return-to-Work Programs.

290. Departmental Return-to-Work Programs shall conform to the standards of the Citywide Return-to-Work Program, but shall supplement the Citywide Program with procedures to account for the department's unique requirements.

291. Modified duty assignments shall be available only to employees who have suffered an occupational injury or illness and who may return to full duty following a period of recuperation. Such assignments shall be within the sole discretion of the appointing officer. The decision to provide such modified duty and/or the impact of such decisions on the availability of modified duty assignments for occupationally injured employees shall not be subject to grievance or arbitration.

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292. An employee's refusal to participate in a Return-to-Work Program may affect benefit eligibility.
293. Employees shall only be compensated for hours worked and may receive supplemental benefits as prescribed by Workers' Compensation laws.
294. An employee shall remain in a modified work assignment for a maximum of sixty (60) days
295. Employee participation in the Return-to-Work Program shall be reviewed every thirty (30) days. Participation in a Return-to-Work may be extended with the agreement of the department and the licensed physician in accordance with Workers' Compensation law.
296. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act (ADA), the Fair Employment and Housing Act (FEHA) and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.
297. The following terms shall be defined for use in this program as they are in the Civil Service Commission Rules. The terms listed below are provided for informational purposes only and may change. These terms shall not be subject to grievance or arbitration procedures.
1. Occupational Injury or Illness
298. An occupational injury or illness is one that arises out of and occurs in the course of employment as defined by the State of California Labor Code.
2. Temporary Occupational Disability
299. An employee is temporarily disabled for the time following an injury or illness during which the employee:
300. a. is recovering from the effects of the injury/illness; and
301. b. is unable to perform his or her usual and customary job duties as determined by the licensed physician in accordance with Workers' Compensation laws and regulations; and
302. c. is expect to continue to recover or to improve; and
303. d. has not been found to be a "Qualified Injured Worker" as defined by the State of California Labor Code.
3. Modified Work Assignment
304. The term "modified work assignment" is defined as a temporary work assignment provided to an employee who cannot perform his or her usual and customary job duties

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

as a result of an occupational injury or illness. A modified work assignment may be provided when an individual is recuperating from an occupational injury or illness. The assignment must comply with the employee's medical restrictions.

- 305. Unless specifically addressed herein, those terms and conditions of employment which are set forth in Civil Service Commission Rule 120 - Leave of Absence shall apply to employees covered by this agreement.
- 306. Denial of Leave of Absence shall be subject to the grievance procedure. Except as so provided, the grievance procedure shall not apply to the provisions of Rule 120.

#### **R. DISABILITY LEAVE**

- 307. An employee who is absent because of an occupational or non-occupational disability (“disability leave”) and who is receiving Workers’ Compensation (Temporary Disability or Vocational Rehabilitation Maintenance Allowance) or State Disability Insurance (“disability indemnity pay”) may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for a regular work schedule. Use of compensatory time requires approval of the employee’s Appointing Officer or designee.
- 308. Sick leave with pay, compensatory time, or vacation credits shall be used to supplement disability indemnity pay at the minimum rate in units of one tenth (.1) hour.
- 309. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee’s normal salary unless the employee makes an alternative election as provided in this section.
- 310. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence.
- 311. Pursuant to Civil Service Rule 120.23, an employee returning from disability leave (as defined in CSC Rule 120.23) will accrue sick leave with pay and/or supplemental disability credits at an accelerated rate.

#### **S. PARENTAL RELEASE TIME**

- 312. Represented employees shall be granted paid release time to attend parent teacher conferences of two (2) hours per semester.
- 313. 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 thirty-six (36) hours each fiscal year, not exceeding eight (8) hours in any calendar month

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

of the fiscal year, to participate in the activities of the school of any child of the employee, provided 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.

- 314. If both of the child’s parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.
- 315. Denial of Parental Leave under this section is not subject to the grievance process.

**T. PAID SICK LEAVE ORDINANCE**

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

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

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

**A. EDUCATION**

318. Access to training/educational opportunities will be made available equitably to employees covered by this MOU in order to increase the capacity of an employee to perform his/her job, and to update skills for all electronic, mechanical and new technology.

**B. SPECIAL EDUCATIONAL LEAVE FOR HEALTH PERSONNEL**

319. Each regular full-time employee who has served in one of the following enumerated classes which require a valid license or certificate, excluding motor vehicle license, shall be allowed a maximum of forty (40) hours educational leave with pay per fiscal year to attend formally organized courses, institutes, workshops or classes which are necessary to achieve the particular classification's certification or relicensure.

320. Employees referred to below must be employed by the City as regular full time employees for at least ninety (90) continuous calendar days before they are entitled to take such educational leave. It is the intent of the parties that leave pursuant to this provision shall be granted subject only to the reasonable staffing requirements of the department and of granting of such leave, preference shall be given to the employee having the earliest relicensure or recertification date.

- 2444 Clinical Laboratory Technologist
- 2453 Supervising Pharmacist
- 2464 Senior Microbiologist
- 2496 Radiologic Technologist Supervisor
- 6139 Senior Industrial Hygienist
- 2462 Microbiologist

**C. TUITION AND TRAINING REIMBURSEMENT FUND**

321. The City agrees to allocate twenty thousand dollars (\$20,000.00) annually to a tuition and reimbursement fund for the exclusive use of classifications covered by this agreement. Each employee shall have a maximum of two thousand dollars (\$2,000.00) available for reimbursement. At the end of each fiscal year, any funds not expended shall not carry over into the next year.

322. For the term of the agreement, until such funds are exhausted, an employee may utilize up to the amount provided for in the preceding paragraph for tuition, internal or external training programs, professional conferences, and a maximum of three (3) professional association memberships. In addition, subject to approval by the Department of Human Resources and to the extent funds are available, employees may utilize up to seven hundred and fifty dollars (\$750) to pay for one half of the cost of reasonable and



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

necessary travel and lodging for approved training. Travel reimbursement rates shall be as specified in the Controller’s travel policy memo. However, tuition funds may not be used for food.

323. Tuition Reimbursement Funds will be encumbered at the time that the employee submits his or her Departmentally-approved request upon submission of a Departmentally-approved request to DHR, provided that the employee includes certification of registration and proof of payment with his or her request to DHR. In the event that it is not possible to provide certification of registration and/or proof of payment, the employee must provide sufficient documentation regarding the course, training program, professional conference, professional association membership or desired license and the anticipated cost of such training program, professional conference, professional association membership or desired license. In the event that DHR rejects the employee’s request, such encumbered funds shall be returned to the Tuition Reimbursement Fund balance. Encumbered funds will not be paid out until the employee provides proof of satisfactory completion and proof of payment. Encumbered funds not used by June 30th of each fiscal year shall be released back into the Employee Development Fund to reimburse employees who submitted a Departmentally-approved request for reimbursement during that same fiscal year but who did not receive reimbursement due to the unavailability of funds at the time.
324. On an annual basis in January, the Union may request from Employee Relations Division a report of education reimbursement allocations and the remaining balance in the fund.

**D. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS**

325. When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall reimburse the employee for the amount of the fee for the renewal of such certificate, registration or license, excluding drivers licenses.
326. Upon mutual agreement employees shall be provided reimbursement and related expenses to attend local professional association meetings, conferences, classes, courses, seminars and other programs to maintain certificates, licenses or registrations required by condition of employment.

**E. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS**

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

Employees assigned to attend educational programs outside of regular work hours shall be compensated at straight time.

328. All represented classes which require a valid license registration or certificate shall be allowed a maximum of 40 hours of educational leave with pay per fiscal year to attend formally organized courses, institutes, workshops or classes which are necessary to achieve the particular classification's recertification or re-licensure.

## ARTICLE V. WORKING CONDITIONS

### A. WORK CLOTHING

329. Safety shoes shall be provided to class 6139.
330. In the event uniforms are required for any represented class, the City shall provide and maintain such uniforms (including shoes). Shoe allowances are normally provided on an annual basis, except for employees who receive prior approval for health and safety reasons to replace their shoes in a shorter time period.
331. The City shall continue to provide and maintain uniforms for classes 2453, 2444, 2462 and 2464.
332. By December 1 of each year, classes 2496 and 2444 shall receive reimbursement with proof of purchase up to \$175 annually for any job related clothing or protective gear required by the employer. Class 7444, parking meter repairer, shall receive reimbursement with proof of purchase up to \$175 annually for the purchase of job related rain gear.
333. The City shall continue its practice as administered by the Department of Animal Care and Control of up to \$200 biennially or \$100 annually shoe allowance for classes 3370 and 3372.
334. Effective July 1, 2012, 3372 Animal Care and Control Officers shall be provided up to \$250 annually for uniform cleaning and maintenance.

### B. TOOL INSURANCE

335. The City agrees to indemnify employees covered under this MOU for the loss or destruction of the employee's tools subject to the following conditions:
336. 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.
337. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.
338. 3. Upon approval of this MOU and prior to any losses, the employee must submit a list of his/her tools to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.
339. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims

*ARTICLE V – WORKING CONDITIONS*

under this section shall be subject to disciplinary action by his/her appointing officer.

340. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
341. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to his/her appointing officer, the local police department and the Union.
342. b. The statement must contain the member's location, and details of loss, date of loss and date reported to the police.
343. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of his/her return to report the loss.
344. 6. 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.
345. 7. The first Ten Dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars (\$10.00). The City will make its best effort to pay such claims within ninety (90) calendar days.
346. 8. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee or his 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 the appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

**C. EMPLOYEE ASSISTANCE PROGRAM**

Employee Assistance Program Advisory Committee

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

**D. PAPERLESS PAY POLICY**

DIRECT DEPOSIT OF PAYMENTS

348. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide “Paperless Pay” Policy. This policy will apply to all City employees, regardless of start date.
349. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksite computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.
350. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
351. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
352. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
  2. Switch from the direct deposit option to the pay card option, or vice versa;
  3. Obtain a new pay card the first time the employee’s pay card is lost, stolen or misplaced;
353. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.
354. Prior to implementing the “Paperless Pay Policy,” the City will give all employee organizations a minimum of 30-days’ advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

*ARTICLE V – WORKING CONDITIONS*

355. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
356. The parties mutually agree that employees may print out pay advices during work hours.

## ARTICLE VI. HEALTH AND SAFETY

357. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. Adequate staffing shall be considered a safety issue where employees deal directly with animals, i.e. 3320, 3370 and 3372.
358. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the Department's Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure at Step 3 for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.
359. Each department shall have a Health and Safety Committee with a representative from the Union.
360. The Department of Animal Care & Control supports the Union's request for a security guard to be on the premises seven days a week (during regular business hours), and agrees to request the necessary funding for security guard position(s) in the annual budget process.

### Video Display Equipment Working Conditions

361. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.
362. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.
363. 1. Eye Examinations. The City and the Union agree that the subject of eye examinations for employees required to use video display equipment should be referred to the Joint Labor-Management Health & Safety Committee for review.
364. 2. Breaks. Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours' work.
365. 3. Physical Plant. The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

*ARTICLE VI – HEALTH AND SAFETY*

- 366. a. Where necessary, effective glare screens shall be affixed to the front of such machines;
  - 367. b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;
  - 368. c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;
  - 369. d. Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well-being. The City will give the Union as much advance notice as possible of such changes.
370. 4. Inspection of Machines. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.
371. 5. Pregnancy. Upon request, the City shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

Right to Know

372. Material Safety Data sheets shall be available for inspection by employees or their Union representative.

Substance Abuse Prevention Policy

373. Attached as Appendix B is the Substance Abuse Prevention Policy (SAPP). Also attached is a side letter related to the implementation of the SAPP. If pursuant to the side letter the parties proceed to arbitration, then Arbitrator Carol Vendrillo (or another mutually-agreed-upon arbitrator if she is not available) shall be retained by the parties for that arbitration proceeding.

**ARTICLE VII. IMPLEMENTATION AND TERM OF AGREEMENT**

**A. MEET AND CONFER/SCOPE OF AGREEMENT**

374. 1. Except in cases of health and safety emergencies or as otherwise provided in this MOU, the City shall give reasonable written certified notice to the Union of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5 not contained in this agreement. The Union shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
375. In cases of health and safety emergencies when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
376. 2. If the Union does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in Paragraph 1 hereof, the Union shall be deemed to have waived its opportunity to meet and confer on the proposed change.
377. 3. If the Union timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Union over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
378. 4. This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein. This Memorandum may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.
379. 5. This provision is not intended to bar any grievance submitted in accordance with the terms of this MOU.

**B. SAVINGS CLAUSE**

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

**C. DURATION OF AGREEMENT**

381. This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, 2017.



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

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. \_\_\_\_\_ on \_\_\_\_\_, 2014.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

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

\_\_\_\_\_  
Tim Jenkins Date  
Labor Representative, Teamsters, Local 856

\_\_\_\_\_  
Martin Gran Date  
Employee Relations Director

\_\_\_\_\_  
Emi Uyehara Date  
Chief Negotiator

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

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

## **APPENDIX A – DEPARTMENTAL MOU PROVISIONS FOR RECREATION AND PARK DEPARTMENT**

### **(Governing Class 3320 Animal Keepers assigned to the San Francisco Zoo)**

#### **Introduction**

The achievement of the Zoo's mission and goals is the mutual obligation of all employees within their respective roles and responsibilities. It is recognized that, within these respective roles and responsibilities, the public requires high standards of both Zoo Management (“Management”) and Animal Keeper (“Keeper”) performance and the continual development and implementation of modern, progressive, and effective work practices.

Management, in the best interest of zoo operations, reserves the right to organize and reorganize the work of the Zoo, to assign personnel qualified to effectively carry out such assignments, to establish and modify days off, and to make alternate arrangements when necessary. Animal Keepers shall be responsible for the duties of their Section and Primary Work Area (“PWA”) if applicable. Management shall develop standards and organize the work within Sections.

Animal Keeper assignments will be organized into five-day Primary Work Areas and two-day relief assignments whenever operationally feasible. The current Primary Work Areas are listed in Attachment 1. It is understood that Primary Work Areas provide continuity and consistency for Animal Keepers and animal care. Animal Keepers assigned to PWAs shall have the right to those assignments, unless the PWA is reorganized. In keeping with Article II, Section G., paragraphs 87 through 89 of the 2003-2005 Memorandum of Understanding Between the City and County of San Francisco and Teamsters, Local 856 (“MOU”) representing Civil Service Animal Keepers, Management agrees to meet and confer in good faith and endeavor to reach agreement on Civil Service Keeper workloads.

It is understood that PWAs will need to evolve as the Zoo continues to rebuild and to pursue its mission and goals. The Zoo reserves the right to assign Animal Keepers as needed for training purposes, special projects, address performance issues, or to meet unforeseen circumstances.

Management recognizes and values the abilities and qualifications of its internal workforce and will afford internal candidates the first chance to bid for job opportunities as they arise. Specific circumstances regarding bidding for positions are described in the rules that follow. Management will assign work and fill vacancies based on abilities and qualifications. Management is committed to filling vacancies (as described in Section 12 herein) that are respectful of Zoo-wide seniority (as defined in Section 7 herein), responsive to Animal Keepers' career development interests, and that best match skills and abilities to position requirements. In the great majority of cases, superior seniority equates to superior experience. Therefore, in most cases, the Keeper with the greatest seniority will be selected for vacant Keeper positions to which they apply. In some instances, special requirements may make that unfeasible. Internal job postings that require special skills will include an explanation for those requirements. Managers will consider all relevant factors to ensure responsible hiring decisions that build an effective and motivated workforce and advance the mission of the Zoo.

Management recognizes, supports, and values Animal Keepers' ongoing commitment to continuing to develop and improve their expertise throughout their tenure. In appreciation of this,

Management will offer Keepers the opportunity to select days off and vacation time in order of Zoo-wide seniority among the Section's Keepers. Zoo-wide seniority is understood to mean time worked as an Animal Keeper at the San Francisco Zoo as defined in Section 7 herein.

The parties acknowledge that Civil Service class 3320 Animal Keepers are employees of the City and County of San Francisco, employed under the appointing authority of the Director of the Department of Recreation and Park. Management recognizes and will apply the City and County of San Francisco Charter, Administrative Code, Civil Service Rules, and any other regulations that govern Civil Service Employees.

In the interest of providing support and guidance to Curators and Animal Keepers as they implement the provisions of this Departmental Policy, the Labor Management Committee ("LMC") will be revived. The LMC will consist of an equal number of Animal Keepers and Animal Management Representatives as well as the Director of Human Resources. The LMC will meet regularly to review matters connected with the implementation of this Departmental Policy and will provide interpretation and guidance in order to facilitate smooth and consistent application of the work rules. The LMC will also seek to resolve any disputes that might arise. In the interest of fostering collaboration and continuing to improve our work environment, the LMC may consider other issues by mutual agreement.

The following provisions of Appendix A shall apply to Animal Keepers employed by the City and County of San Francisco's Recreation and Park Department.

### **Section 1. Objective of the Zoo**

The San Francisco Zoo's Mission Statement represents the purpose of the Zoo. The achievement of this mission and goals is recognized to be the mutual obligation of the parties within their respective roles and responsibilities.

### **Section 2. Pay Warrants**

Management agrees that the time rolls for Civil Service Animal Keepers will be submitted on a timely basis to the City's Payroll-Personnel Services Division of the Controller's Office.

### **Section 3. List of Unit Employees**

Upon written request to the Personnel Director of the Recreation and Park Department, and no more often than quarterly, the Department shall furnish the Union with the names and dates of hire of all Civil Service class 3320 Animal Keepers.

### **Section 4. Chain Of Command**

Management has the authority to delineate the chain of command for all employees. Management's authority to delineate the chain of command is not grievable.

## **Section 5. Safety**

The Zoo will implement and maintain an Injury and Illness Prevention Program as required under SB 198. Under this program, a Safety Committee shall exist on which at least one member shall be an Animal Keeper. Training shall be provided to each Animal Keeper and all Animal Keepers will be responsible for knowing and complying with the safety procedures of the Zoo.

## **Section 6. Training and Professional Development**

6.1 Management shall ensure training for Animal Keepers in the performance of their assigned duties. No Animal Keeper shall be assigned to a work area without the appropriate training.

6.2 All Animal Keepers are expected to keep current their training in all areas of their Section.

6.3 Factors used by Management in selecting Keepers for training and professional development will include, but are not limited to, the Zoo's needs, the Keeper's need for training, and the Keeper's interests.

6.4 Management has the right to make the final decision on the training needs of the Zoo, and to select the Animal Keepers who receive professional development, and to release Keepers on official time for professional development.

6.5 Animal Keepers may be permitted, when practicable, to engage in professional development in the form of work related seminars, meetings, events, training sessions, and classes.

## **Section 7. Seniority**

Citywide and Departmental seniority for City and County employees shall be defined pursuant to Civil Service Rules 121 and 102.26, respectively.

In accordance with Civil Service Rule 102.26.4., Departmental seniority for Civil Service Animal Keepers for shift and work assignments, vacation or holiday schedule, is determined by the Zoo and shall be defined as the total length of continuous permanent service as a class 3320 Animal Keeper at the Zoo. Leaves of absence shall not constitute a break in service. Temporary or CETA (Comprehensive Training and Employment Act) appointments in Class 3320 shall not be used to determine seniority. Civil Service employees who are temporarily appointed to another position at the Zoo and later return to their position of Animal Keeper shall regain their original seniority.

In any departmental bidding process within the Zoo where seniority is a factor and City and County of San Francisco employees are in competition with Zoological Society employees, Civil Service Animal Keepers' seniority, as defined above plus length of service as a temporary Animal Keeper (including CETA time), will be included in the definition of seniority.

## **Section 8. Days off**

Within each Section, and in order of Zoo-wide seniority, Animal Keepers will choose among available days off. If, as a result of this process, new opportunities for days off are created, other Animal Keepers, also in order of Zoo-wide seniority will have the opportunity to select newly available days off. This process will continue until all available days off have been selected.

If an Animal Keeper's request for an available day or days off is denied, management will notify the Animal Keeper in writing why the request cannot be met. This notice will be provided within 7 days of the request.

In case of job sharing, days off for the 2 participating Animal Keepers will be determined separately based on each Animal Keeper's Zoo-wide seniority.

If an Animal Keeper is likely to be away from work for more than 30 days, their days off will be temporarily made available to the other Keepers in the Section in order of their Zoo-wide seniority. Any opportunities for a change of days-off that are then realized as a result of this change will be made available to the other Keepers in the Section in order of Zoo-wide seniority.

Animal Keepers can temporarily make available one or all of their days off to other Keepers in the Section by Zoo-wide seniority. These day(s)-off can be reclaimed by the Keeper with notice of no less than 2 pay periods.

Management agrees not to unduly restrict availability of weekend days off and will seek to maximize opportunities for days off as long as effective coverage is ensured and budget requirements are met. Effective coverage shall be defined as 1 Keeper assigned to each work area\*. Both Management and the Union recognize that there will occasionally be instances where Keepers will have to work short staffed. It is understood that Management will need to redesign work areas as the Zoo changes and grows.

*\*During the period of November 16, 2002 through February 16, 2003 there was a trial period during which Zoo Management attempted to provide additional access to paid leave and access to Saturdays and Sundays off by agreeing to scheduling only 1 Keeper per work area per day. This was monitored on an ongoing basis. At the end of that period, Zoo Management continued the pilot and continues to monitor it on an on-going basis. Going forward, the LMC will evaluate and submit a non-binding recommendation to Zoo Management regarding the feasibility of continuing the policy on a Section-by-Section basis.*

## **Section 9. Vacation and Other Paid Leave**

Within each Section, and in order of Zoo-wide seniority, Animal Keepers will choose paid leave during an annual sign-up process that will begin the first week of each December. During the sign-up, only one Keeper will be allowed to take paid leave each day unless the immediate supervisor authorizes time-off for additional Keeper(s). All paid leave requested after the annual sign-up will be granted on a first come first served basis with only one Keeper allowed to take paid leave each day unless the immediate supervisor authorizes time-off for additional Keeper(s). Animal Keepers may request to take paid leave on days when another Keeper is already scheduled to be off. If the request is made 30 or more days in advance of the date(s) needed, the immediate supervisor will notify the Keeper as soon as possible, but no later than 25 days from the date(s) requested whether the paid leave will be granted.

For requests that are made within 30 days of the desired day(s) off, the immediate supervisor will grant or deny the request within a mutually agreed upon time frame. Determination of whether paid leave is granted or not is based on maintaining the minimum number of Animal Keepers needed to staff the Section's PWAs. Any Keeper who wishes to cancel any scheduled paid leave

may do so with at least 30 days' notice. Any cancellation with less than 30 days' notice requires the approval of the immediate supervisor.

### **Section 10. Alternate Work Schedules**

Each Section may elect by a two-thirds majority of Animal Keepers assigned to the Section to establish an alternative work schedule. Managers will approve alternate work schedules provided that such alternate schedule will allow for adequate staff coverage, adequate supervision, is within the authorized budget, and meets the Zoo's public service needs.

Alternate work schedules for Civil Service employees shall be pursuant to the City's policy governing alternate work schedules and MOU Article III.F., paragraph 203.

### **Section 11. New/Modified Sections and Primary Work Areas**

When a new Section is created or Sections are combined, assignments will normally be organized into five-day Primary Work Areas and two-day relief assignments in accordance with the provisions of this agreement.

Assignments to new or modified Sections will be offered in the following order:

1. to any regular full-time Animal Keeper who has lost all his/her animals to the new or modified work area;
2. then to any regular full-time Animal Keeper who has lost some of his/her animals. If more than one Keeper falls into this category and is interested, the position will go to the Keeper with the most Zoo-wide seniority.

The assignment will then be posted Zoo-wide to all Animal Keepers and be offered to Keepers in the following order:

1. regular full-time Keepers in any Section. If more than one Keeper falls into this category and is interested, the position will go to the Keeper with the most Zoo-wide seniority;
2. qualified, temporary Animal Keepers;
3. qualified, regular part-time Animal Keepers
4. and finally, if necessary, to qualified individuals not currently working as Animal Keepers at the S.F. Zoo.

### **Section 12. Vacancies**

Vacancies will be posted Zoo-wide and will be filled in the following order:

1. To any regular full-time Animal Keeper currently in the Section in which the vacancy occurs. If more than one Keeper falls into this category and is interested, the position will go to the Keeper with the most Zoo-wide seniority.

2. Then to any regular full-time Animal Keeper regardless of their Section. If more than one Keeper falls into this category and is interested, the position will go to the Keeper with the most Zoo-wide seniority.

3. After which, qualified, temporary Animal Keepers

4. And then qualified, regular part-time Animal Keepers

5. And finally, if necessary, to qualified individuals not currently working as Animal Keepers at the S.F. Zoo.

In some instances, special requirements may make the above process unfeasible. If so, the posting for the position will include an explanation for those special requirements. Managers will consider all relevant factors to ensure responsible hiring decisions that build an effective and motivated workforce and advance the mission of the Zoo.

### **Attachment 1. Primary Work Areas**

Primates:

Gorillas, Triple Grotto, PDCI, PDC II, PDC III, Lemur Forest

Carnivores:

Lions, Bears, FCC

Pachyderms:

Asia I, Asia II, Africa, Black Rhino

Hoofstock:

Giraffe, Walkabout, Backstring, Koala

Commissary:

Kitchen I, Kitchen II

Children's Zoo:

Hatchery, Native Trail, Red Barn, Yellow Barn, Insect Zoo, Meercat/Prairie Dog

Birds:

Lorikeet, Aviary, Penguin, ACC, Flamingos, Bird 6

## **Side Letter A. Extension of Alternate Work Schedule**

Zoo Management allowed interested Sections to continue on an alternate work schedule for the period of October 27, 2002 through November 16, 2002 in order to determine the feasibility of regularly extending the alternative schedule past Daylight Savings Time.

## **Side Letter B. Animal Keepers' Right to Primary Work Areas**

Management reserves the right to organize and reorganize work, assign personnel qualified to effectively carry out such assignments, to establish and modify days off, and to make alternate arrangements when necessary.

The parties agree that only Animal Keepers will be able to bid for animal keeping positions in accordance with the process outlined in Appendix A. Only Animal Keepers will have primary work areas. Other animal care staff, including Senior Keepers, will be assigned animal care work as necessary.

The animals and exhibits currently referred to as Area 5 and assigned to a Senior Keeper will remain part of their regular assignments until a need for change in the section's operation presents itself (for example, the opening of Africa!). At that time the animals and exhibits will be assigned to a PWA and made available to Animal Keepers within the respective section in alignment with process outlined in Appendix A. Before eliminating an existing PWA, either as a result of reorganization or reduction in animals/exhibits, the animals/exhibits in area 5 would be reassigned to a PWA(s) for assignment in accordance with Appendix A.



## APPENDIX B

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

#### 3. DEFINITIONS

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

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

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- m. "Equipment" includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee's paid work time); firearms when a firearm is required, and approved by the Appointing Officer, to be carried and used by the Covered Employee; banding tools; band-it; power tools; bucket truck; or equipment that is used to change the elevation of the Covered Employee more than five (5) feet.
- n. "Illegal Drugs" or "drugs" refer to those drugs listed in Section 5.0. Section 8.a. lists the drugs and alcohol and the threshold levels for which a Covered Employee will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") threshold levels, or U.S. government required threshold levels where required, in effect at the time of testing, if applicable. Section 8.a. will be updated periodically to reflect the SAMHSA or U.S. government threshold changes, subject to mutual agreement of the parties.
- o. "Invalid Drug Test" means the result of a drug test for an oral fluid specimen that contains an unidentified adulterant, or an unidentified substance, that has abnormal physical characteristics, or that has an endogenous substance at an abnormal concentration -preventing the laboratory from completing or obtaining a valid drug test result.
- p. "MRO" means Medical Review Officer who is a licensed physician certified by the Medical Review Officers Certification Council or U.S. Department of Transportation responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
- q. "Non-Negative Test" or "positive test" means a test result found to be Adulterated, Substituted, Invalid, or positive for alcohol or drug metabolites.
- r. "Oral Fluid" means saliva or any other bodily fluid generated by the oral mucosa of an individual.
- s. "Parties" means the City and County of San Francisco and the Teamsters, Local 856 Multi-Unit.
- 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.

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

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

### 4. COVERED CLASSIFICATIONS

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

### 5. SUBSTANCES TO BE TESTED

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

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

- b. Prescribed Drugs or Medications.

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

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

- (2) If a Covered Employee is temporarily unable to perform his or her job because of any potential side effects caused by prescribed medication, the employee shall be

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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.
- 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,

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union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that he or she will be tested (up to a maximum of one hour) for the employee to obtain representation. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that he or she will be tested.

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

### II. Post-Accident Testing

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

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

### 7. TESTING PROCEDURES

#### I. Collection Site

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



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

### II. Laboratory

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

### III. Medical Review Officer (MRO)

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

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

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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.

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

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

### 9. CONSEQUENCES OF POSITIVE TEST RESULTS

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

1. Is confirmed to have tested positive for alcohol or drugs;
2. Refuses to Submit to testing; or
3. Has submitted a specimen that the testing laboratory report is an Adulterated or Substituted Specimen.

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

### 10. RETURN TO DUTY

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

### 11. TRAINING

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

### 12. ADOPTION PERIOD

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

### 13. JOINT CITY/UNION COMMITTEE

## APPENDIX B

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.

**APPENDIX B**

**EXHIBIT A**

**CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE**

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

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

**APPENDIX B**

**EXHIBIT B**

**REASONABLE SUSPICION REPORT FORM**

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

*~Please print information~*

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

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

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

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

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

**Section II**

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

**1. SPEECH:**

- \_\_\_ Incoherent/Confused
- \_\_\_ Slurred

**2. BALANCE:**

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

**3. AWARENESS:**

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

**4. APPEARANCE:**

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

**APPENDIX B**

**Section III – NARRATIVE DESCRIPTION**  
**(MUST be completed in conjunction with Section I and/or Section II)**  
*~Please print information~*

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

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**Section IV**

In addition to completing the narrative in Section III above:

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

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

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

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

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

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

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