



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**AND**

**THE TRANSPORT WORKERS UNION, AFL-CIO  
LOCAL 200**

**JULY 1, ~~2012~~ 2014 – JUNE 30, ~~2014~~ 2017**

**~~Revised Per Amendment #2~~**

## TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE I - REPRESENTATION.....</b>	<b>1</b>
I.A.    RECOGNITION .....	1
I.B.    INTENT .....	1
I.C.    NO STRIKE PROVISION .....	2
I.D.    OBJECTIVE OF THE CITY .....	2
I.E.    MANAGEMENT RIGHTS .....	2
I.F.    STEWARDS.....	3
I.G.    GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS .....	4
I.H.    UNION SECURITY .....	10
<b>ARTICLE II - EMPLOYMENT CONDITIONS.....</b>	<b>13</b>
II.A.    NON DISCRIMINATION .....	13
II.B.    AMERICANS WITH DISABILITIES ACT.....	13
II.C.    PERSONNEL FILES AND OTHER PERSONNEL MATTERS.....	13
II.D.    PERSONAL SERVICES CONTRACT .....	14
II.E.    EDUCATION AND CAREER DEVELOPMENT .....	15
II.F.    JOINT COMMITTEES .....	15
II.G.    SENIORITY .....	16
II.H.    PROBATIONARY PERIOD .....	16
II.I.    MINIMUM NOTICE FOR DISPLACEMENTS .....	16
II.J.    UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES.....	17
II.K.    SUBSTANCE ABUSE PREVENTION POLICY .....	17
<b>ARTICLE III - PAY, HOURS AND BENEFITS.....</b>	<b>18</b>
III.A.    WAGES .....	18
III.B.    COMPENSATION FOR VARIOUS WORK SCHEDULES .....	18
III.C.    ADDITIONAL COMPENSATION .....	19
1.    NIGHT DUTY .....	19
2.    STANDBY PAY AND PAGER PAY .....	19
3.    LEAD PERSON PAY .....	20
4.    BILINGUAL PAY .....	20
5.    ACTING ASSIGNMENT PAY .....	21
6.    SUPERVISORY DIFFERENTIAL ADJUSTMENT .....	21
III.D.    OVERTIME COMPENSATION & COMP. TIME .....	22
III.E.    HOLIDAYS AND HOLIDAY PAY .....	24
III.F.    SALARY STEP PLAN AND SALARY ADJUSTMENTS .....	26
1.    Promotive Appointment In A Higher Class .....	26
2.    Non-Promotive Appointment .....	27
3.    Appointment Above Entrance Rate.....	27
4.    Reappointment Within Six Months.....	28
5.    Compensation Adjustments.....	28
6.    Compensation Upon Transfer Or Re-Employment.....	29
III.G.    METHODS OF CALCULATION .....	30
III.H.    SENIORITY INCREMENTS .....	30

III.I.	WORKERS COMPENSATION LEAVE .....	31
III.J.	STATE DISABILITY INSURANCE (SDI) .....	32
III.K.	HEALTH AND WELFARE.....	33
1.	Employee Health Care .....	33
2.	Dental Coverage .....	35
3.	Contributions While on Unpaid Leave.....	36
III.L.	RETIREMENT .....	36
	Retirement Seminar .....	36
	Miscellaneous Retirement Improvement.....	36
	<del>Retirement Restoration</del> .....	36
III.M.	CHAPTER 12W PAID SICK LEAVE ORDINANCE .....	37
III.N.	LEAVES OF ABSENCE .....	37
III.O.	CHILD CARE AND DCAP .....	37
	Dependent Care Reimbursement Account (DCAP) .....	37
	Parental Release Time .....	37
III.P.	LONG TERM DISABILITY INSURANCE.....	38
III.Q.	TUITION REIMBURSEMENT .....	38
III.R.	SEVERANCE PAY .....	39
<b>ARTICLE IV - WORKING CONDITIONS .....</b>		<b>41</b>
IV.A.	HEALTH & SAFETY .....	41
IV.B.	FOUL WEATHER GEAR .....	41
	<b><u>IV.C. PAPERLESS PAY POLICY</u></b> .....	<b>41</b>
<b>ARTICLE V - SCOPE OF AGREEMENT .....</b>		<b>42</b>
V.A.	SCOPE OF AGREEMENT .....	42
V.B.	DURATION OF AGREEMENT .....	42
<b>APPENDIX A: OFFICE OF THE CITY ATTORNEY PAST PRACTICES.....</b>		<b>44</b>
<b>APPENDIX B: SUBSTANCE ABUSE PREVENTION POLICY .....</b>		<b>1</b>

## **PREAMBLE**

1. This Collective Bargaining Agreement (herein referred to as "CBA"), has been developed jointly by the Employee Relations Division, Department of Human Resources under the authority of the Office of the Mayor, the San Francisco Board of Supervisors (hereinafter referred to as "BOARD"), and the Transport Workers Union of America, AFL-CIO, Local #200 (hereinafter referred to as "LOCAL 200").

## **ARTICLE I - REPRESENTATION**

### **I.A. RECOGNITION**

2. The City acknowledges that LOCAL 200 has been certified as the recognized employee representative pursuant to the provisions of the Employee Relations Ordinance for the following classifications and bargaining units:

1773 Media Training Specialist  
7412 Automotive Services Worker Assistant Supervisor  
9155 Claims Investigator  
9156 Senior Claims Investigator  
9157 Claims Adjuster  
8126 Senior Investigator, Office of Citizen Complaints

3. The terms and provisions of this CBA shall be automatically applicable to any classification which is accreted to an existing unit covered by this CBA during its term. This Agreement shall not automatically extend to new bargaining units for which LOCAL 200 has gained representation or established a representative status through affiliations or service agreements. Said employees covered by the terms and provisions of this CBA are hereinafter referred to as "EMPLOYEE(S)," singular or plural as the context so indicates.

### **I.B. INTENT**

4. The Mayor in consultation with the Board of Supervisors, and LOCAL 200 have negotiated this agreement in accordance with Section A8.409, et seq. of the San Francisco City Charter.
5. It is the intent of the parties signatory hereto that the provisions of this CBA, upon ratification by the members of LOCAL 200, shall bind LOCAL 200 and its members.
6. It is the intent of the parties signatory hereto that the provisions of the CBA, upon ratification by the BOARD as to those matters within the BOARD's legal authority, shall bind the agencies of the City and County of San Francisco (hereinafter referred to as "CITY"), including any CITY department ("Department") employing individuals covered by this Agreement.
7. The terms and conditions of employment for EMPLOYEES covered by this CBA shall be governed by the terms and conditions established by CITY Charter provisions, ordinances of the BOARD, relevant rules of the CSC and by the terms and conditions of employment set forth in this CBA.

8. In the event provisions of this CBA are in conflict with the foregoing authorities, provisions of this CBA shall prevail to the fullest extent legally possible. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted, or modified by the terms of this CBA, said ordinance, resolution, rule or regulation shall be deemed to remain in full effect. If specific provisions of the CBA provide greater rights than the law, those provisions of the CBA will prevail.
9. **Duty to Meet & Confer.** Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the CITY agrees to meet & confer, as required by law with LOCAL 200 in advance regarding any proposed changes in working conditions within the scope of representation including but not limited to the bargainable impacts on EMPLOYEES of: changes in management structure, the process for the fair and equitable selection of training candidates, the scheduling of operations, reorganization plans, staffing, the prioritization of work assignments in the face of cutbacks in staffing, changes in overtime recording procedures. The CITY shall attempt to provide any proposed changes to LOCAL 200 in writing within fifteen (15) days before said changes are to go into effect (emergencies excepted). Within five (5) days of the receipt of the notice of proposed changes, LOCAL 200 may request, in writing, a meeting and/or present the Department with any comments and suggestions it may have in writing concerning the proposed changes. The Department shall reply, in writing, within ten (10) days by scheduling a meeting, if so requested by LOCAL 200, and by responding to LOCAL 200's written comments.
10. As provided within the Charter, any matter not resolved by the parties through meet & confer during the term of this Agreement may not be submitted to arbitration. However, if the parties are unable to resolve any differences on the aforementioned issues, either party may request that the matter be considered by the Joint Labor Management Board.
11. The Employee Relations Division will be advised of and coordinate, if necessary, all meet & confer and be available to assist so that all provisions in the CBA will be followed.

**I.C. NO STRIKE PROVISION**

12. The Union and each member of the bargaining unit covenant and agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, or absenteeism. The Union and each member of the bargaining unit covenant and agree not to engage in any form of sympathy strike including, but not limited to, observing or honoring the picket line of any other union or person.

**I.D. OBJECTIVE OF THE CITY**

13. The most efficient, effective and courteous delivery of CITY services is of paramount importance to the CITY and its EMPLOYEES, and is recognized to be a mutual obligation of the parties to this CBA within their respective roles and responsibilities.

**I.E. MANAGEMENT RIGHTS**

14. Except as otherwise provided in this Agreement, in accordance with applicable state laws, 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.

15. 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 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.
16. It is understood and agreed that except as specifically set forth in this agreement the CITY retains all of its powers and authority to manage municipal services and the work for performing those services.
17. The exercise of these rights shall not be subject to the grievance procedure. However, the exercise of such rights does not preclude EMPLOYEES from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

**I.F. STEWARDS**

18. LOCAL 200 may select one steward and/or alternate steward in each department or facility in which EMPLOYEES covered by this CBA are working. A steward shall only deal with grievances within or related to the steward's department, bureau or facility.
19. LOCAL 200 shall furnish the CITY with an accurate list of shop stewards. LOCAL 200 may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing, by Local 200, none will be recognized.
20. LOCAL 200 and the CITY recognize that it is the responsibility of the shop steward to assist in the resolution of grievance or disputes at the lowest possible level.
21. While handling grievances, discipline, or meeting with the CITY representatives concerning matters affecting the working conditions and status of EMPLOYEES covered by this CBA, one shop steward shall be allowed time off during normal working hours to perform such duties without loss of pay; provided, however, that time off for investigation shall be reasonably related to the difficulty of the grievance. No steward shall leave the duty or work station or assignment without specific approval of the EMPLOYEE's department head or other authorized manager. Such release time for the shop steward shall not be unreasonably denied.
22. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to investigate or present a grievance during on duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission, unless the parties agree to an alternative time.
23. In handling grievances or disciplinary matters, the shop steward shall have the right to:
24.
  1. Consult with the affected EMPLOYEE regarding the presentation of a grievance after the EMPLOYEE has requested the assistance or presence of the shop steward.

25. 2. Present to a supervisor a grievance, which has been requested by an EMPLOYEE or group of EMPLOYEES, for resolution or adjustment.
26. 3. Investigate any such grievance so that such grievance can be properly discussed with the supervisor or the designated representative.
27. 4. Attend meetings with supervisors or other City representatives when such meetings are necessary to adjust grievances or represent EMPLOYEES in disciplinary matters. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the EMPLOYEES are employed. Release time for the shop steward shall not be unreasonably denied.
28. In emergency situations, where immediate disciplinary action may be taken because of violation of law or a CITY or departmental rule (theft, etc.), the shop steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist the EMPLOYEE.
29. Shop stewards shall not interfere with the work of any employee.
30. Stewards shall receive timely notice of departmental orientation sessions, and shall be permitted to make appearances at departmental orientation sessions, in order to distribute LOCAL 200 materials and to discuss EMPLOYEE rights and obligations under this CBA. LOCAL 200 and the Department may agree to other arrangements for contact between stewards and new EMPLOYEES.
31. EMPLOYEE Representatives. Pursuant to the Meyers-Milias-Brown Act and Employee Relations Ordinance, a reasonable number of stewards or other designated EMPLOYEES may attend during working hours with no loss of pay, meetings scheduled with representatives of the Appointing Officer for the purpose of negotiations and meeting and conferring on terms and conditions of employment, and may participate in the discussions, deliberations and decisions at such meeting.

**I.G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS**

32. 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.
33. 1. Definition. A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this agreement, including discipline and discharge of EMPLOYEES.
34. CSC Rule “Carve-outs” are not subject to the grievance procedure nor may be submitted to arbitration.
35. 2. Time Limits. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be for a specifically stated period of time and confirmed in writing. In the event a grievance is not filed or appealed in a timely

manner it shall be deemed withdrawn. Failure of the CITY to timely reply shall authorize LOCAL 200 to appeal the grievance to the next step in the Grievance Procedure. For purposes of this section, a "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

36. 3. Economic Claims. Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance. Though the resolution of disputes outside the Grievance Procedure is desired, it is understood by Local 200 that, in order to preserve its claims for monetary relief, it will file a grievance upon having knowledge of the aggrieved event and, should resolution outside the Grievance Procedure appear probable, request an abeyance of the Grievance Procedure time limits, as set forth in section 2, above. The CITY will not unreasonably refuse a request for abeyance where settlement of an economic claim appears probable.
37. 4. Grievance Initiation.
  - a. A grievance affecting more than one EMPLOYEE shall be filed with the management official having authority over all EMPLOYEES affected by the grievance. Grievances must be filed in writing on a Union Grievance Form. The grievance will set forth the facts of the grievance, the terms and conditions of the Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
  38. b. Only LOCAL 200 shall have the right on behalf of a disciplined or discharged EMPLOYEE to appeal the discipline or discharge action.
39. 5. Steps of the Procedure. An EMPLOYEE shall discuss the grievance informally with his/her immediate supervisor, provided the grievance is not a discrimination or retaliation claim against that supervisor, and try to work out a satisfactory solution in an informal manner as soon as possible, but in no case later than five (5) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a LOCAL 200 representative present.
40. a. Step 1 (~~Intermediate/departmental~~ Immediate supervisor level). If the grievance is not resolved within five (5) working days after ~~contact~~ informal discussion with the immediate supervisor, the grievant will submit the grievance in writing to the ~~departmental (intermediate)~~ immediate supervisor no later than twenty (20) working days after the facts or event giving rise to the grievance. Claims alleging sexual harassment may be filed within four (4) months. The grievance will be submitted on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of this Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.



41. The intermediate/departmental supervisor shall respond in writing within five (5) working days following receipt of the written grievance.
42. b. Step 2 (Appointing Officer level). A grievant dissatisfied with the supervisor's response at Step 1 may appeal to the Appointing Officer, or its designee, in writing, within five (5) working days of receipt of the Step 1 answer. The Appointing Officer, or its designee, may convene a meeting within ten (10) working days with the grievant and the LOCAL 200 representative. The Appointing Officer, or its designee, shall respond in writing within ten (10) working days of the meeting or receipt of the grievance, whichever is later.
43. c. Step 3 (Employee Relations Division level). ~~A grievant~~ **If Local 200 is** dissatisfied with the Appointing Officer's response at Step 2, **only Local 200** may appeal to the Director, Employee Relations, or its designee ("ERD"), in writing, specifying the reason(s) why LOCAL 200 is dissatisfied with the Department's response, within ten (10) working days of receipt of the Step 2 answer. The grievance shall contain copies of all earlier correspondence and materials reviewed at the earlier steps. ERD may convene a grievance meeting ten (10) working days with the grievant, and/or LOCAL 200.
44. 1). Disciplinary Grievances. ERD shall have ten (10) working days after the receipt of the written grievance or if a meeting is held, ten (10) working days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.
45. 2). Contract Grievances. ERD shall have twenty (20) working days after the receipt of the written grievance, or if a meeting is held, twenty (20) working days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.
46. 6. Arbitration (Step 4). If LOCAL 200 is dissatisfied with the Step 3 response it may appeal by notifying ERD, in writing, within twenty (20) working days of its receipt of the Step 3 response that arbitration is being invoked. **The City and Local 200 must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of the union's receipt of ERD's letter acknowledging the Union's letter moving the matter to arbitration.**
47. 7. Expedited Arbitration. Suspensions of fifteen (15) working days or less shall be processed through an Expedited Arbitration proceeding. By written mutual agreement entered into during Step 3 of the Grievance Procedure, the parties may submit other grievances to the Expedited Arbitration process.
48. a. Selection of the Arbitrator for Expedited Arbitration. The parties will first attempt to mutually agree on an arbitrator within seven (7) working days of the invocation of Expedited Arbitration. If the parties are unable to agree on a selection within the seven (7) working days, either party may request a list of seven (7) appropriately experienced arbitrators from the California State

Mediation and Conciliation Service (CSMCS). As a condition of appointment to the CSMCS panel, each of the panelists must certify that (s)he will be available to hear the Expedited Arbitration in not greater than thirty (30) working days from her/his selection.

49. The parties will alternately strike panelists until a single name remains. Should the remaining panelist be unable to preside over the Expedited Arbitration within thirty (30) working days, the last name stricken from the panel will be contacted, and continuing, if necessary, in reverse order of the names being stricken, until a panelist is selected who can preside over the Expedited Arbitration within thirty (30) working days. Whether Local 200 or CITY strikes the first name in the alternating process shall be determined by lot.
50. b. Proceeding. No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same EMPLOYEE.
51. c. Costs. Each party shall bear its own expenses in connection with the presentation of its case. All fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an Expedited Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

8. Arbitration Procedure (not Expedited Arbitration).

52. a. Selection of an Arbitrator. The parties will first attempt to mutually agree on an arbitrator within seven (7) working days of the invocation of Arbitration. If the parties are unable to agree on a selection within the seven (7) working days, either party may request a list of seven (7) appropriately experienced arbitrators from the California State Mediation and Conciliation Service (CSMCS). The parties will alternately strike panelists until a single name remains, and the selected arbitrator will be contacted. If he or she is unavailable, then the arbitrators will be contacted in reverse order of the names being stricken until a panelist is selected. Whether LOCAL 200 or CITY strikes the first name in the alternating process shall be determined by lot.
53. b. Authority of the Arbitrator (both regular and expedited). The decision of the arbitrator shall be final and binding, unless challenged under applicable law.

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

54. c. Costs of Arbitration. The direct expenses of the arbitration including the fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an arbitration is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise, which shall not be unreasonably withheld.
55. d. Hearing Dates and Date of Award. Except for the Expedited Arbitration procedure described above, hearing dates shall be scheduled within thirty (30) working days of selection of an arbitrator or on the next practicable date mutually agreeable to the parties. Awards shall be due, in writing, within thirty (30) working 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.
56. 9. The Discipline Process. The CITY shall have the right to discipline any non-probationary permanent EMPLOYEE, temporary civil service EMPLOYEE, or provisional EMPLOYEE upon completion of twelve (12)-months service, for just cause.
57. As used herein "discipline" shall be defined as written reprimands, written warnings, discharge, suspensions and disciplinary demotion. In lieu of an unpaid suspension, the City may, at its option, impose a temporary reduction in pay by reducing an employee's pay by five percent (5%) or to the next lower pay step. The duration of such pay reduction shall depend on the seriousness of the offense. However, the cumulative loss in pay associated with any single implementation of this provision shall not exceed the value of a 30-day unpaid suspension.
58. EMPLOYEES who are released or disciplined during their initial probationary period or during any probationary period established by this CBA, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of Article II.A. In such an appeal the EMPLOYEE shall bear the burden of proof with respect to the claimed violation.
59. No interview of an EMPLOYEE that may result in disciplinary action or at which discipline is to be imposed will be undertaken unless the EMPLOYEE is first advised of his/her right to representation. If requested by the EMPLOYEE, such representation must be secured within the succeeding twenty-four (24) hour period, excluding holidays and weekends. If the EMPLOYEE does not secure representation within such period, the right is waived.
60. Written reprimands, written warnings, suspensions, disciplinary demotions and discharges of non-probationary permanent EMPLOYEES, temporary civil service EMPLOYEES, or

provisional EMPLOYEES with twelve (12)-months service, shall be subject to the following procedure:

61. a. The basis of any proposed discipline shall be communicated in writing to the EMPLOYEE and to LOCAL 200 no later than fifteen (15) working days after management has attained findings on the event or occurrence which is the basis of the discipline, or the offense will be deemed waived.
62. b. Except in emergency situations, where immediate disciplinary action must be taken because of a violation of law or a CITY or department rule (theft, *etc.*), no disciplinary action can be taken without first providing the EMPLOYEE and LOCAL 200 with the written charges and the materials upon which the charges are based.
63. c. The EMPLOYEE and her/his representative shall be afforded a reasonable amount of time to respond, either orally at a meeting (“Skelly hearing”), or in writing, to the management official designated by the CITY to consider the reply. Should the EMPLOYEE and her/his representative elect to respond orally at a Skelly hearing, the Department will notify the parties, in writing, at least three (3) working days in advance of the meeting, unless mutually agreed otherwise by the parties. LOCAL 200 shall have the right to be present at the Skelly hearing. The EMPLOYEE and her/his representative may present any relevant oral/written testimony and other supporting documentation as part of her/his response.
64. Individuals who may have direct knowledge of the circumstances relating to the discipline may be present at the request of either party at the hearing. In the case of CITY employees giving relevant oral testimony, they shall be compensated at an appropriate rate of pay for time spent.
65. d. The EMPLOYEE shall be notified in writing of the decision based upon the information contained in the written notification, the EMPLOYEE's statements, and any further investigation occasioned by the EMPLOYEE's statements. The EMPLOYEE's representative shall receive a copy of this decision.
66. e. Progressive Discipline: For most offenses, management is expected to use a system or progressive discipline under which the EMPLOYEE is given increasingly more severe discipline each time an offense is committed. Management is not bound by progressive discipline in cases of serious offenses where no specific warning or prior disciplinary action need precede separation for cause. A common pattern may include oral warning, written warning, suspension, and finally, separation for cause.

10. Termination Grievance

67. a. For terminations, grievances are to be initiated at Step 3 with the Employee Relations Director or his/her designee.

68.           b.       The parties will use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) days of the appeal from ERD's decision. The parties will agree in advance on a standing arbitrator or panel of arbitrators to hear termination grievances.

## **I.H.    UNION SECURITY**

### **1.       Authorization for Deductions**

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

### **2.       Dues Deductions**

70.           Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two-week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, One South Van Ness Avenue, 8th Floor, San Francisco, CA 94103-5418; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

### **3.       Fair Share Agreement**

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

### **4.       Implementation**

72. An agency shop shall be implemented within represented units or subunits when: the Union requests, in writing, an agency shop should be implemented for all current and newly hired employees on a date to be agreed to by the Union and the Employee Relations Division. The Union will comply with the provisions of paragraph 74, below, prior to implementation.

5. Service Fee

73. For the term of this Agreement, all current and future EMPLOYEES as described in Section I.A. above, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such service fee will be used by the Union only for the purposes permitted by law.

6. Financial Reporting

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

7. Religious Exemption

75. Any represented employee of the City in a job code covered by this Agreement, 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. Local 200 shall be informed in writing of any such requests.

8. Payroll Deduction

76. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after compliance with Section I.H., above, 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 EMPLOYEE described in Section I.A. hereof, and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such

employee. Nine (9) working days following payday the Controller will promptly pay over to the Union all sums withheld for membership or service fees.

**I.I. GENERAL INFORMATION**

77. As provided under paragraph 153, the Department shall maintain all records of overtime worked by EMPLOYEE(s) in their respective divisions/departments. Copies of said records shall be made available to the representative of LOCAL 200 upon request.
78. Notice of Occurrence of Industrial Accidents. Timely notice of the occurrence of an injury to any EMPLOYEE sustained in the course of his or her employment shall be given to LOCAL 200. Information supplied may include the date of the accident or injury, corrective action taken, current status of EMPLOYEE, and the work location of the accident or injury. When an EMPLOYEE is hospitalized, LOCAL 200 will be notified by telephone.

## ARTICLE II - EMPLOYMENT CONDITIONS

### II.A. NON DISCRIMINATION

79. The CITY and LOCAL 200 agree that this Agreement shall be administered in a nondiscriminatory manner. Specifically, no person covered by this Agreement shall be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion or LOCAL 200 membership or activity. Discrimination as used herein shall mean discrimination as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Act of 1866, Meyers-Milias-Brown Act and any other laws and regulation relating to employment discrimination.
80. A complaint of discrimination may, at the employee's option, be processed through the City's Equal Employment Opportunity complaint process, or federal or state administrative or judicial processes. If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration procedure.

### II.B. AMERICANS WITH DISABILITIES ACT

81. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act, and all other applicable federal, state and local disability anti-discrimination statutes and further agree that this agreement will not be interpreted, administered or applied in any manner which is inconsistent with said Act. The CITY reserves the right to take any action necessary to comply therewith.

### II.C. PERSONNEL FILES AND OTHER PERSONNEL MATTERS

82. There shall be maintained only one official personnel file for an EMPLOYEE, and the EMPLOYEE shall have access to the file to review the file during normal working hours, upon reasonable request. The personnel files for EMPLOYEES covered by this CBA shall be maintained at the Personnel Office.
83. No material may be entered into the official personnel file without knowledge of the EMPLOYEE and a copy being given to him/her. An EMPLOYEE will have the option to sign, date and attach a response to material entered in his/her personnel file within thirty (30) days of his/her having knowledge of the entry. ~~Discipline involving less than a suspension may not be considered for subsequent disciplinary actions after twelve (12) months. Discipline involving a suspension of five (5) days or less may not be considered for subsequent disciplinary actions after eighteen (18) months. Discipline involving a suspension of greater than five (5) days may not be considered for subsequent disciplinary actions after thirty six (36) months.~~ **At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed**



**documents will be retained in the employee's personnel file and may be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings. The sealed material shall not be used in disciplinary proceedings against the employee.**

Discipline resulting from a chemical dependency violation may not be considered for subsequent disciplinary actions after sixty (60) months. Subject to the approval of the Civil Service Commission, the EMPLOYEE may request, in writing, that any disciplinary documents that may no longer be considered, as described above, be removed from his/her personnel file. In addition, this provision shall not apply to employees disciplined for: misappropriating public funds or property, misusing or destroying public property, using illicit drugs or alcohol at work or being under the influence of illicit drugs or alcohol at work; mistreating other persons, (including retaliation, harassment or discrimination of other persons based on a protected class); engaging in acts that would constitute a crime; engaging in acts that present an immediate danger to the public health and safety; or dishonesty, provided that such acts are reasonably related to the employees' employment.

84. Standards of Performance. LOCAL 200 recognizes the CITY's right to establish and/or revise performance levels, norms, or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each EMPLOYEE or group of EMPLOYEES.
85. EMPLOYEE(s) who work at less than acceptable levels of performance may be subject to disciplinary measures.
86. Consistent with the Meyers-Milias-Brown Act and Article I.B., herein, the CITY agrees to meet & confer with LOCAL 200 to discuss the effect of an implementation of revised performance levels, norms or standards. However, EMPLOYEE performance evaluations may not be grieved or submitted to arbitration.

#### **II.D. PERSONAL SERVICES CONTRACT**

87. Personal Services Contracts. No personal service contracts shall be approved by the CITY for work which normally is, or which can be, performed by EMPLOYEES or eligibles for Civil Service classifications covered by this CBA without first meeting and conferring with LOCAL 200, consistent with Article I.B. herein, and subject to approval of the Civil Service Commission.
88. 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.
89. If the Union and member of the PEC 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 affected Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

90. 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 89.
91. 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.
92. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.

#### **II.E. EDUCATION AND CAREER DEVELOPMENT**

93. Equal Access to Training Opportunities. Other than training required by management, access to training opportunities shall be provided equitably to all EMPLOYEES who indicate their willingness to participate in such training. As provided under Article I.B., the Appointing Officer, or its designee, and LOCAL 200's representatives will meet & confer to develop the process for the fair and equitable selection of training candidates.
94. Notice of Training Opportunities. The Appointing Officer, or its designee, shall post announcements of all training opportunities affecting positions within LOCAL 200's jurisdiction in a mutually agreeable, accessible location.
95. Review of Training and Promotional Opportunities. Any EMPLOYEE(s), with the assistance of LOCAL 200, may discuss the issue of training opportunities and future potential promotion with the appropriate representative of the Department.
96. EEO Training. The Department will offer training to managers and supervisors in the area of equal employment opportunity and discrimination.

#### **II.F. JOINT COMMITTEES**

97. Both Union and management agree that effective communications and collaborative problem-solving is conducive to creating and maintaining a positive work environment. This in turn enhances employee morale, increases productivity and improves customer service. The parties agree to establish a new executive level Joint Labor Management Board ("JLMB"). The JLMB shall consist of an equal number of Union and management representatives to be determined by the parties. The purpose of the JLMB shall be to provide the parties with a forum for discussion of important non-contractual matters of mutual concern including: formulation of major management policies that affect the LOCAL 200 membership, the effects of budgetary reductions on the Department system,

major restructurings of the Department, EMPLOYEE training and education, professional development and standards, general staffing issues, establishment of new civil service classifications, and health and safety issues. The JLMB will be charged with acknowledging the topics of concern as enumerated in Article IV.A., herein. The JLMB shall jointly plan and recommend programs and/or solutions to problems in these areas. The JLMB shall meet at least quarterly, or on the call of either party. Matters presented to the JLMB may not be grieved or submitted to arbitration, except as provided by law. Disciplinary grievances and matters involving the claims of individual EMPLOYEES shall not be presented to the JLMB. However, the consideration of an issue by the JLMB shall not preclude an EMPLOYEE from pursuing a grievance relating to such issue regarding any action by management that otherwise constitutes a violation of this CBA. Matters that appear on the agenda and are not resolved after two (2) consecutive meetings shall be dropped from the JLMB, unless continued by mutual agreement.

## **II.G. SENIORITY**

98. Seniority, for the purpose of this Article, is defined as the length of continuous service determined from the day of certification to a permanent position in a classification as described in Article I.A.
99. EMPLOYEES covered by this CBA permanently promoted to another classification or receiving any non-permanent appointment may retain their seniority in their original classification in case of return to that position within one (1) year. After one year, promoted employees returning to their original classification shall return to the level of seniority reached at the time of their promotion.
100. Seniority for the purposes of vacation sign-ups shall be computed on the basis of the date of hire with the CITY and County of San Francisco. Where there is more than one EMPLOYEE with the same date of hire, the date of hire in the classification and the position on the Civil Service list shall determine the order for sign-up.

## **II.H. PROBATIONARY PERIOD**

101. The probationary period, as defined and administered by the Civil Service Commission, shall be 2080 hours for all new employees; 1040 hours for all promotive appointments; 520 hours for all other job changes, including but not limited to transfers and bumping. The probationary period may be extended by mutual agreement, in writing, between the ~~Union and the City~~ employee and the Appointing Officer or designee. The City shall give notice to the Union at the time that it seeks to extend an employee's probationary period.

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

102. ~~For Fiscal Years 2012-2013 and 2013-2014 only, t~~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.

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

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

**II.K. SUBSTANCE ABUSE PREVENTION POLICY**

104. 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 Christopher D. Burdick shall be retained by the parties for that arbitration proceeding.

## ARTICLE III - PAY, HOURS AND BENEFITS

### III.A. WAGES

105. All base wage increases shall be rounded to the nearest salary grade for the employees covered by this agreement.
106. Represented employees shall receive the following base wage increases:

~~Effective July 1, 2013: ——— 1%~~

~~Effective January 4, 2014: — 1%~~

~~Effective March 29, 2014: — 1%~~

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  $(2.00\% < \text{CPI-U} < 3.00\%) + 0.25\%$ , which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

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

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

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

108. Normal Work Schedule. The normal work day is a tour of eight (8) hours to be completed in nine (9) hours. The normal work week is a tour of duty on each of five (5) consecutive days.
109. Any EMPLOYEE(s) may choose to work a daily shift, where such a shift may be offered, consisting of not more than ten (10) hours. Said EMPLOYEE(s) must then have a tour of duty consisting of four (4) consecutive days of work and three (3) consecutive days off. Overtime shall be paid for all work in excess of ten (10) hours daily and/or forty (40) hours weekly.
110. 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 payroll period of service consisting of a normal work schedule.

111. For the purpose of computing hours of work, work time will include: (1) all regularly scheduled work required by the job; (2) in addition to (1), above, all work performed at the request of the EMPLOYEE(s)' supervisor or manager; (3) time spent by designated representatives of LOCAL 200 in meetings pursuant to Employee Relations Ordinance Section 16.219; (4) time spent by a designated representative of LOCAL 200 representing EMPLOYEE(s) covered by this CBA in the grievance procedure; (5) time spent in court appearances while conducting business related to the Department; (6) time spent on jury duty.
112. An EMPLOYEE who is required to serve on a jury or report to Court for jury duty on her/his regular day off shall be considered to have the following Saturday as an assigned day off if the regular day off lost was Monday or Tuesday, and shall be considered to have Sunday as an assigned day off if the regular day off lost was Wednesday, Thursday or Friday.
113. Statutory holidays shall be counted as hours actually worked.
114. All compensation shall be calculated upon the hours actually worked proportionate to the compensation for a normal work schedule.

### **III.C. ADDITIONAL COMPENSATION**

115. The CITY and LOCAL 200 agree that the following rates of premium pay shall apply to those positions agreed by the parties to be eligible for premium pay. All premium pay shall be for hours actually worked. Premiums shall be calculated against the EMPLOYEE's base rate of pay and may not be pyramided.

#### **1. NIGHT DUTY**

116. EMPLOYEES shall be paid eight and one-half percent (8.5%) more than the base rate for each hour actually worked between 5:00 p.m. and 12:00 a.m. (swing), except for those EMPLOYEES working a normal shift in excess of eight (8) hours per day that requires work between the hours of 5:00 p.m. and 12:00 a.m. Employees working more than five (5) hours of their regular shift between 5:00 p.m. and 12:00 a.m. shall receive the 8.5% differential for the entire shift. Night shift premium shall be paid only for days and hours actually worked, as set forth above, except for statutory holidays and vacation days.
117. EMPLOYEES shall be paid ten percent (10%) more than the base rate for each hour actually worked between 12:00 a.m. and 7:00 a.m. (graveyard), except for those EMPLOYEES working a normal shift in excess of eight (8) hours per day that requires work between the hours of 12:00 a.m. and 7:00 a.m. Employees working more than five (5) hours of their regular shift between 12:00 a.m. and 7:00 a.m. shall receive the 10% differential for the entire shift. Night shift premium shall be paid only for days and hours actually worked, as set forth above, except for statutory holidays and vacation days.

#### **2. STANDBY PAY AND PAGER PAY**

118. EMPLOYEES who, as part of the duties of their positions are required by the Appointing Officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five

- (25%) percent of their regular straight time rate of pay for the period of such standby service, except that EMPLOYEES shall be paid ten (10%) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the Department with an electronic paging device. When such EMPLOYEES are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
119. Senior Investigators Class 8126 may be placed on standby status as part of the officer-involved shooting (“OIS”) team. OIS standby shall be called “duty week” and commences at 8 a.m. Monday and ends at 8 a.m. the following Monday. For each duty week the employee is assigned to standby status, the employee shall receive twelve (12) hours of compensatory time. In the event an 8126 Senior Investigator under this paragraph is required to report to an OIS incident during his/her normal work shift, he/she shall be compensated at his/her normal rate of pay. In the event an 8126 Senior Investigator under this paragraph is required to report to an OIS incident at a time that is not during his/her normal work shift, he/she shall earn compensatory time as a rate of time and a half while engaged in such emergency service.
120. EMPLOYEES in classification 9155 shall receive twenty-five (25%) percent of their regular straight time rate of pay for standby service whether or not they are outfitted by the Department with an electronic paging devices.
121. No EMPLOYEE shall be compensated for standby service unless the Appointing Officer or its designee assigns said EMPLOYEE to such standby service.

### 3. LEAD PERSON PAY

122. Employees shall be entitled to a one dollar and fifty cents (\$1.50) per hour premium if authorized in writing by the Appointing Officer or designee to be lead person, and if required and assigned by their supervisor to take the lead on any job and direct the work of at least three other employees in the same classification

### 4. BILINGUAL PAY

123. A “Designated Bilingual Position” is a position designated by the department, which requires Translation Services. “Translation Services” consist of the interpretation (i.e., review, comprehension, and utilization) or translation of a foreign language, including sign language for the hearing impaired and Braille for the visually impaired.
124. An employee in a Designated Bilingual Position who routinely and consistently provides more than forty (40) hours per pay period of Translation Services as part of his or her regular job assignment will receive a bilingual premium of sixty dollars (\$60.00) per pay period.

125. An employee in a Designated Bilingual Position who routinely and consistently provides, but less than forty (40) hours per pay period, non-English service including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of forty dollars (\$40.00) per pay period.
126. EMPLOYEES required to use their own vehicles for CITY Business shall be reimbursed for mileage at the rate allowed by the IRS during the term of this CBA.

5. ACTING ASSIGNMENT PAY

127. EMPLOYEES assigned by the Appointing Officer or its designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
128. a. the assignment shall be in writing;
129. b. the position to which the EMPLOYEE is assigned must be a budgeted position.
130. c. the EMPLOYEE is assigned to perform the duties of a higher classification for longer than ~~eleven (11)~~ ten (10) consecutive working days or eighty (80) hours, retroactive to the first (1<sup>st</sup>) day of the assignment.
131. d. Upon written approval by the Appointing Officer or its designee, beginning on the eleventh (11th) day of an acting assignment under this section and retroactive to the first (1<sup>st</sup>) day of the assignment, an EMPLOYEE shall be paid at a step of the established salary grade of the higher class which is at least five percent (5%) above the EMPLOYEE's base salary but which does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
132. e. Requests for classification or reclassification review shall not be governed by this provision.
133. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within thirty days of written notice of the assignment.

6. SUPERVISORY DIFFERENTIAL ADJUSTMENT

134. The Department of Human Resources may adjust the compensation of a supervisory EMPLOYEE whose compensation grade is set herein subject to the following conditions:
135. 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.



136. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
137. The organization is a permanent one approved by the Department, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
138. 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.
139. 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.
140. The adjustment of the compensation grade of the supervisor shall not exceed five (5%) percent over the compensation exclusive of extra pay, of the EMPLOYEE supervised.
141. If the application of this section adjusts the compensation grade of an EMPLOYEE in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount one dollar (\$1) bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions of this section are also met.
142. In no event will the Department of Human Resources approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Department of Human Resources may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
143. 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 either acted upon by or pending before the Human Resources Director.

#### **III.D. OVERTIME COMPENSATION & COMP. TIME**

144. Overtime and Comp Time Calculation. Except as set forth in Article III.B., time worked in excess of eight (8) hours per day or forty (40) hours per week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable. EMPLOYEES shall not be entitled to overtime compensation for work performed in excess of specified regular hours until they exceed eight (8) hours per day or forty (40) hours per week; provided that employees, if any, working in an alternative work schedule shall be entitled to overtime as provided by III.B.
145. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked in a day and week except that statutory holidays shall be considered time worked. Multiple vacation days taken within a scheduled work week shall not be considered as time worked for calculating overtime. Notwithstanding the above, all mandatory hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be designated as overtime and compensated at one-and-a-half times the base hourly rate.

146. EMPLOYEES occupying Fair Labor Standards Act (“FLSA”) exempt positions, including positions designated by the CITY as “Z” classifications in the Annual Salary Ordinance, shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half hour for each hour worked, only if the overtime worked has been approved in advance. **A “Z” classified employee may not accumulate a balance of compensatory time in excess of one hundred and sixty (160) hours. A “Z” classified employee may carry over no more than one hundred and twenty (120) hours of compensatory time into the following fiscal year.**
147. EMPLOYEES covered by the FLSA (non-Z) who are required to work overtime shall be paid at a rate of one and one-half times the regular base rate, unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off.
148. No Appointing Officer shall require an EMPLOYEE not designated by a “Z” symbol in the Annual Salary Ordinance to work overtime when it is known by said Appointing Officer that funds are legally unavailable to pay said EMPLOYEE, provided that an EMPLOYEE may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to the provisions herein.
149. 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~~**120** hours calculated at the rate of time and one half. **A Non-“Z” classified employee may carry over no more than eighty (80) hours of compensatory time into the following fiscal year.**
- 149a. A Non-“Z” classified 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.**
- 149b. A Non-“Z” classified employee who is appointed to a position in a higher, Non-“Z” designated classification or who is appointed to a position in a “Z” designated classification shall have his or her entire compensatory time balances paid out at the rate of the lower classification prior to promotion.**
150. EMPLOYEES working overtime during premium pay time shall receive overtime pay based on the premium rate.
151. In the absence of operational need to the contrary, overtime shall be distributed on a voluntary, rotational basis. The rotation shall begin with the most senior qualified employee in the classification, in the unit, and continue down through the seniority list until the list is exhausted, at which point it returns to the top of the list. If an employee cannot be reached or if an employee declines an offer to work an overtime assignment, the rotation wheel will advance to the next employee on the seniority list.
152. Employees placed on sick leave restriction pursuant to Civil Service Rule 120.11 are ineligible for voluntary overtime assignments.

153. Recordation Of Overtime. The Department shall maintain all records of overtime worked by EMPLOYEE(s) in their respective divisions/Departments. Copies of said records shall be made available to the representative of LOCAL 200 upon request.
154. Overtime Earned ("O.E."). When an EMPLOYEE covered by this CBA is transferred from one group to another within Department, the accumulated "overtime earned" time shall be transferable by the EMPLOYEE to be used in his or her new position.
155. 1). EMPLOYEES wishing to use OE time must submit the request for the time off in writing not later than 12 noon of the fifth working day preceding the EMPLOYEE'S regular start of shift of the day for which time off is requested.
156. 2). A roster of those EMPLOYEES requesting days off will be maintained by the Department or group manager and will be available to LOCAL 200 for review.
157. 3). The request shall be granted unless an emergency situation exists or the time off would cause severe personnel shortages as determined by the Appointing Officer or its designee.
158. 4). Up to ten percent (10%), but not more than two (2) non "Z" EMPLOYEES per group or Department may be granted time off at the same time, and no more than one "Z" EMPLOYEE per group or Department may be granted time off at any one time. However, "Z" EMPLOYEES may not take time off under this section without the agreement of the Appointing Officer or its designee, if the time off would cause more than fifty percent (50%) of the normal complement of EMPLOYEES in the group or Department to be absent.
159. 5). The first EMPLOYEE to submit a request in a group or Department will take precedence if more than one EMPLOYEE has requested time off at the same time.
160. 6). Requests for time off lasting more than three (3) days must be approved by the group or Department manager.
161. An EMPLOYEE called in to work on a regular day off shall be paid for each hour actually worked, but in no instance will (s)he be provided with less than eight (8) hours of work on that day.

### **III.E. HOLIDAYS AND HOLIDAY PAY**

162. The following paid holidays shall be observed:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Columbus Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Veterans Day  
Christmas Day

163. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday, and if it falls on a Saturday, the Friday before is a holiday as defined herein. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States shall be deemed a holiday for this purpose.
164. The CITY shall accommodate religious belief or observance of EMPLOYEES as required by law.
165. Eligibility for Payment. EMPLOYEE(s) not scheduled to work on a paid legal holiday as listed above will be paid for that holiday provided that he/she is on paid status the work day immediately preceding and the work day immediately following the holiday. Payment shall consist of eight (8) hours straight time.
166. Holiday Worked. EMPLOYEE(s) (in non-Z classifications) scheduled to work on a paid legal holiday as listed above shall receive time and one-half for the hours worked, plus the rate of pay as stated in Article III.E.3. herein. EMPLOYEE(s) may elect to receive compensatory time off, computed at the rate of time and one-half in lieu of monetary payment for time worked on paid holidays.
167. EMPLOYEES in "Z" classifications shall receive eight hours holiday pay and in addition shall receive compensatory time off at the rate of one-and-a-half (1-1/2) times for work on the holiday.
168. Holidays That Fall On A Saturday. 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. Those EMPLOYEES who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be compensated as provided in Article III.E.3., herein.
169. Holiday Pay For EMPLOYEES Laid Off. 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 work days shall be paid for the holiday.

170. EMPLOYEES who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
171. Floating Holidays. In addition to the holidays listed herein, the employees covered by this CBA will receive four (4) floating holidays and one (1) floating holiday that may be taken on an employee's birthday for which approval will not be unreasonably withheld. Only EMPLOYEES working a Normal Work Schedule, as described in Article III.B., will receive a five (5) floating holidays. The five (5) floating holidays may be taken on days selected by the EMPLOYEE subject to prior scheduling approval of management. EMPLOYEES must complete six (6) months continuous City service to establish initial eligibility for the five (5) floating holidays. The five (5) floating holidays shall not be considered holidays for purposes of calculating holiday compensation for time worked. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year shall not exceed the total number of floating holidays received in the previous fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift.
172. ~~Effective July 1, 2012 for Fiscal Year 2012-2013, employees shall receive a one-time addition of two (2) floating holidays for one year, which shall be administered in the same manner as the floating holidays in the paragraph above.~~
173. ~~Notwithstanding the paragraphs above, a~~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.~~
174. 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.

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

175. Appointments to positions in the CITY and County Service shall be at the entrance rate established for the position except as otherwise provided herein.
1. Promotive Appointment In A Higher Class
176. An EMPLOYEE or officer who is a permanent appointee following completion of the probationary period or 2,080 hours of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

177. a. If the EMPLOYEE is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the EMPLOYEE's salary in the promotive class shall be adjusted to two steps in the compensation grade over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
178. b. If the EMPLOYEE is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the EMPLOYEE shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.
179. c. If the appointment deemed promotive described above is a temporary appointment, and the EMPLOYEE, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with sections herein.
180. 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 class shall be deemed promotive.

2. Non-Promotive Appointment

181. An EMPLOYEE or officer who is a permanent appointee following completion of the probationary period or 2,080 hours of permanent service, and who accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. Appointment Above Entrance Rate

182. Upon the request of an Appointing Officer, appointments may be made at any step in the compensation grade upon recommendation of the Human Resources Director under the following conditions:
183. a. A former permanent CITY EMPLOYEE, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or
184. b. Loss of compensation would result if appointee accepts position at the normal step; or

- 185. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step; and
- 186. d. The Controller certifies that funds are available. To be considered, request for adjustment under the provisions of this Section must be received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.
- 187. e. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.

4. Reappointment Within Six Months

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

5. Compensation Adjustments

- 189. a. Prior Fiscal Year. When an EMPLOYEE promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same grade step during the current fiscal year his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.
- 190. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any EMPLOYEE promoted from one class to a higher classification who would receive a lesser salary than an EMPLOYEE promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.
- 191. b. Salary Increase in Next Lower Rank. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an EMPLOYEE who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such EMPLOYEE must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the EMPLOYEE waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

192. The special rate of pay herein provided shall be discontinued if the EMPLOYEE fails to file and compete in any promotional examination for which he/she is otherwise qualified, and which has a compensation grade higher than the protected salary of the EMPLOYEE.
193. c. Continuation of Salary Step Plan Earned Under Temporary Appointment. When an EMPLOYEE is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this agreement, provided that the salary shall not be less than the same step in the salary grade the EMPLOYEE received in the immediately prior temporary appointment.
194. d. Credit for Temporary Service. A temporary EMPLOYEE, one with no permanent status in any class, certified from a regular civil service list who has completed six months or more of temporary employment within the immediately preceding one year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary grade and to successive steps upon completion of the six months or one year required service from the date of permanent appointment. These provisions shall not apply to temporary EMPLOYEES who are terminated for unsatisfactory services or resign their temporary position.
195. e. Salary Anniversary Date Adjustment. Permanent EMPLOYEES working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such EMPLOYEES reach their salary anniversary date in their permanent class.

6. Compensation Upon Transfer Or Re-Employment.

196. a. Transfer. An EMPLOYEE transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.
197. b. Reemployment in Same Class 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.
198. c. Reemployment in an Intermediate Class. An EMPLOYEE who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking



classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the EMPLOYEE would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

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

### III.G. METHODS OF CALCULATION

200. An EMPLOYEE whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
201. Conversion to Bi-Weekly Rates. Rates of compensation established on other than a bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

### III.H. SENIORITY INCREMENTS

202. Entry At The First Step. **Effective July 1, 2014: Employees appointed on or after July 1, 2014 shall advance to the second step and to each successive step upon completion of one (1) year of required service.**
203. Entry At Other Than The First Step. Except as otherwise provided herein, EMPLOYEES who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
204. Date Increment Due. Increments shall accrue and become due and payable on the next day following completion of required service as an EMPLOYEE in the class, unless otherwise provided herein.
- Exceptions.
205. a. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
206. b. An EMPLOYEE shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any

type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such EMPLOYEE shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

207. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply: An EMPLOYEE shall be compensated at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this CBA. EMPLOYEES shall 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.
208. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
209. An EMPLOYEE who (1) has completed probation in a permanent position, (2) is “Laid Off” from said position, (3) is immediately and continuously employed in another classification with the CITY either permanently or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

### **III.I. WORKERS COMPENSATION LEAVE**

210. An EMPLOYEE who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the EMPLOYEE’s accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the EMPLOYEE would have earned for the regular work schedule. Use of compensatory time requires the EMPLOYEE’s Appointing Officer’s approval.
211. An EMPLOYEE who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the EMPLOYEE has sick pay credits and is eligible to use them) to provide up to the EMPLOYEE’s normal salary unless the EMPLOYEE makes an alternative election as provided in this section.
212. EMPLOYEE supplementation of workers compensation payment to equal the full salary the EMPLOYEE would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an

EMPLOYEE's paid leave credits including vacation, sick leave balance, or other paid leave as available. An EMPLOYEE returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

- 213. Salary may be paid on regular time-rolls and charged against the EMPLOYEE's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the EMPLOYEE.
- 214. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
- 215. The parties agree, therefore, that this provision clarifies and supersedes any conflicting provision of the Civil Service Commission Rules bargainable and arbitrable under Charter section A8.409, et seq.

#### Return To Work

- 216. The CITY will make a good faith effort to return EMPLOYEES covered by this CBA who have sustained an occupational injury or illness to temporary modified duty within the EMPLOYEE's medical restriction. Duties of the modified assignment may differ from the EMPLOYEE's regular job duties and/or from job duties regularly assigned to EMPLOYEES in the injured EMPLOYEE's class. Where appropriate modified duty is not available within the EMPLOYEE's classification, on the EMPLOYEE's regular shift, and in the EMPLOYEE's Department, the EMPLOYEE may be temporarily assigned pursuant to this section to work in another classification, on a different shift, and/or in another Department, subject to the approval of the Appointing Officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months. An EMPLOYEE assigned to a modified duty assignment shall receive their regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and or out of class assignment pay as may be provided under this agreement.
- 217. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.

#### **III.J. STATE DISABILITY INSURANCE (SDI)**

- 218. All employees in the bargaining unit(s) covered by this Agreement shall be enrolled in the State Disability Insurance (SDI) Program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

### III.K. HEALTH AND WELFARE

#### 1. Employee Health Care

219. Health Service System Contributions. CITY shall contribute to the City Health Service System for each EMPLOYEE covered by this CBA who is a member of the Health Service System such sums as are required by the CITY Charter.

~~a. Health Coverage Effective Through December 31, 2013~~

~~1) Medically Single~~

- ~~220. From July 1, 2012 to December 31, 2013, for “medically single”/Employee Only employees, i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits, the City shall contribute all of the premium for the employee’s own health care benefit coverage.~~

~~2) Dependent Health Care Pick-Up~~

- ~~221. Amount of Employee Contribution to be Paid by the City: From July 1, 2012 to December 31, 2013, for Dependent Coverage (Employee Plus One; Employee Plus Two More), the City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. 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 coverage for the employee plus two or more dependents category.~~

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

1) Medically Single

222. 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.

223. 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

224. *Amount of Employee Contribution to be Paid by the City:* From January 1, 2014 through December 31, 2014, for Dependent Coverage (Employee Plus One; Employee Plus Two More), the City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. 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 coverage for the employee plus two or more dependents category.

b e. Health Coverage Effective January 1, 2015

225. 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:

226. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

2) Employee Plus One:

227. 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:

228. 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

229. 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

230. For purposes of this agreement, and any resulting agreements under paragraph 231, 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 d. Agreement Not to Renegotiate Contributions in 2014

231. The terms described in paragraphs 225 through 230 above will be effective in calendar year 2015, and the parties agree not to seek to modify this agreement through the term of any MOU entered into prior to, or in the spring of, 2014.

d e. Other Terms Negotiable

232. While the parties have agreed in paragraph 231 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 f. Other Agreements

233. 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.
234. Life Insurance. A term life insurance policy of \$50,000 with a permanent total disability benefit provision, subject to the conditions and provisions of said policy, shall be provided for all EMPLOYEES covered by this CBA, the full premium cost of which shall be paid for by the Department. Coverage shall be suspended for an EMPLOYEE who has been off the payroll and been absent from service for a continuous period of twelve months.
235. Eye Examinations. For all covered EMPLOYEES required to use VDTs on average at least two (2) hours per day, the Department will provide a base line eye examination at the Occupational Safety and Health facility ("OSH"), followed by an eye examination at OSH once a year.

2. Dental Coverage

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

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

3. Contributions While on Unpaid Leave

238. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.

**III.L. RETIREMENT**

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

Retirement Seminar

240. Subject to development, availability and scheduling by SFERS, 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.
241. 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.
242. All such seminars must be located within the Bay Area.
243. This section shall not be subject to the grievance procedure

Miscellaneous Retirement Improvement

244. The City agrees to meet and confer with TWU, Local 200 (representing non-MTA classifications) over a possible Charter amendment to enhance miscellaneous retirement benefits. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409's impasse resolution procedures.

Retirement Restoration

245. ~~For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes was impacted by the wage reduction in Fiscal Years 2010-2011 or 2011-2012 described in Section III.A. of the parties' 2010-2012 Agreement, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the wage~~

~~reduction described in Section III.A. of that Agreement for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period).~~

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

### **III.M. CHAPTER 12W PAID SICK LEAVE ORDINANCE**

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

### **III.N. LEAVES OF ABSENCE**

248. Those portions of the Civil Service Commission Rules applicable to Leaves, which are negotiable and arbitrable pursuant to Charter Sections A8.409 et seq., may not be changed during the term of this Agreement except by mutual consent. Those matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.
249. Bereavement Leave. Three (3) days' leave with pay shall be allowed to each EMPLOYEE for a death as defined in the Civil Service Commission Rule regarding Bereavement Leave which includes but is not limited to mother, father, sister, brother, husband, wife, son and daughter, mother-in-law, father-in-law, aunt, uncle, domestic partner, and dependent relatives living in the EMPLOYEE's home.

### **III.O. CHILD CARE AND DCAP**

250. The CITY and LOCAL 200 agree that employees covered by this CBA will be eligible to participate in any childcare programs made available to all CITY employees.

#### Dependent Care Reimbursement Account (DCAP)

251. The City shall continue to offer a flexible spending account for Dependent Care Reimbursement (DCAP) which allows employees to establish a “pre-tax” account of up to \$5,000 per year to reimburse dependent care costs.

#### Parental Release Time

252. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
253. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours



each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

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

254. 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 as set forth in the ordinance governing such program.

### **III.Q. TUITION REIMBURSEMENT**

255. The City agrees to allocate six thousand dollars (\$6,000) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications represented hereunder. Employees in said classifications may not receive more than seven hundred and fifty dollars (\$750) per fiscal year from this special allocation. If any portion of said allocation remains unexpended on June 30<sup>th</sup> of any fiscal year, it shall be carried over to the next fiscal year. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.
256. Eligibility: Any regularly scheduled Employee within the City service who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when such courses are offered by an accredited educational institution.
257. Expenses: The City will reimburse each eligible Employee up to \$750 annually for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The City will attempt to make such payment promptly upon the Employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.
258. Pre-Approval: Application for reimbursement shall be prepared on a form provided by the Department of Human Resources. Courses require pre-approval by the Department of Human Resources and the Appointing Officer (or designee), neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the Department of Human Resources and the Appointing Officer (or designee), reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the Employee is eligible to receive reimbursement for said tuition under a federal or State Veterans benefit program from other public funds.

259. Repayment: If an employee resigns from the City within two (2) years following completion of the training course, the amount of tuition reimbursement shall be repaid by the Employee to the City by cash payment or out of the Employee's last pay warrant or, if applicable retirement earnings.

### **III.R. SEVERANCE PAY**

260. The City agrees that when involuntarily removing or releasing from employment a represented employee, the appointing officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the appointing officer fails or declines to inform the employee a full thirty (30) days in advance, the member shall receive pay in lieu of the number of days less than thirty (30) upon which s/he was informed.
261. In addition to the paragraph above, except as provided in this Section III.R., the City agrees that when involuntarily removing or releasing from employment a represented employee, the employee shall also receive one week's severance pay for each full year worked, up to a maximum of 26 weeks, in exchange for a release signed by the employee and LOCAL 200 of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or LOCAL 200 may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of severance pay due under this Section III.R.
262. Except as provided otherwise in this Section III.R., in the event a represented, exempt employee is involuntarily returned to a permanent job code, that employee may elect to separate from City Service and shall receive one week's severance pay for each full year worked, up to a maximum of 26 weeks, in exchange for a release signed by the employee and LOCAL 200 of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or LOCAL 200 may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster) a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of severance pay due under this Section III.R.
263. Payment of severance is dependent upon approval by the Appointing Officer, Controller and the Human Resources Director. Approval will be based on a good faith consideration of whether the employee's removal or release was involuntary, was initiated by the Appointing Authority, and was in the best interests of the City; and whether the termination of employment was based on conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, or acts which would constitute a felony or misdemeanor. Additionally, an employee eligible for severance

pursuant to paragraph 261 and paragraph 262 above may receive severance pursuant to either, but not both.

264. For purposes of this Section III.R., an employee who receives notification from the City that he or she is eligible for early retirement benefits under Charter Section A8.401 and who thereafter elects to retire and accept benefits under Charter Section A8.401 shall not be eligible for severance pay under paragraph 261 or paragraph 262.

## ARTICLE IV - WORKING CONDITIONS

### IV.A. HEALTH & SAFETY

265. The CITY acknowledges that State law requires every employer to provide a safe, healthy work environment for its employees. The CITY agrees to take all steps within its power to meet this responsibility for the EMPLOYEES covered by this CBA.
266. Joint Safety Committee. Health and Safety issues shall be presented to and addressed at the Joint Labor Management Board (JLMB”), as described in Article II.F. (Joint Committees).
267. Health and safety issues to be considered by the JLMB shall include, but not limited to, ergonomics, use of city owned vehicles, shelters for street corner locations, use and inspection of video display terminals, chemical compounds, and use of personal vehicles for shelters during inclement weather.

### IV.B. FOUL WEATHER GEAR

268. The City agrees to provide employees with adequate foul weather gear and required safety equipment, in compliance with Cal-OSHA regulations for the duration of this contract.

### IV.C. PAPERLESS PAY POLICY

- 268a. 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.
- 268b. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access shall be able to receive hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available.
- 268c. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or bank card. Employees not signing up for either option will be defaulted into bank cards.
- 268d. Prior to implementing this policy, the City will give all employee organizations a minimum of 30-days’ advance notice.
- 268e. The union hereby waives any further right to meet and confer over the Citywide Paperless Pay Policy or its implementation, including meet and confer over the effects of the policy.

## ARTICLE V - SCOPE OF AGREEMENT

### V.A. SCOPE OF AGREEMENT

269. 1. Savings clause. Should any part hereof or any provision herein be declared invalid by reason of conflict with a charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part of portion of this CBA shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the CBA.
270. This CBA sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.
271. 2. Civil Service Rules & Administrative Code. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet & confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to EMPLOYEES covered by this contract.
272. 3. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement.

### V.B. DURATION OF AGREEMENT

273. This Agreement shall be effective July 1, ~~2012~~ 2014 and shall remain in full force and effect through June 30, ~~2014~~ 2017.

**APPENDIX A**

WITNESS HEREOF, the parties hereto have executed this MOU this \_\_\_\_\_ day of \_\_\_\_\_, ~~2012~~ **2014**.

FOR THE CITY AND COUNTY OF SAN  
FRANCISCO

FOR THE UNION

\_\_\_\_\_  
Micki Callahan Date  
Human Resources Director

\_\_\_\_\_  
Nichelle Flentroy Date  
Chief Negotiator  
Transport Workers Union, Local 200

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

\_\_\_\_\_  
LaWanna Preston Date  
Chief Negotiator

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

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

## **APPENDIX A**

### **APPENDIX A: OFFICE OF THE CITY ATTORNEY PAST PRACTICES**

Emergency response shall be rotated among those Class 9155 Claims Investigators responsible for MUNI related investigations.

## 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:



## APPENDIX B

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

## APPENDIX B

- m. “Equipment” includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee’s paid work time); 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 Transport Workers Union, AFL-CIO Local 200.
- t. “Policy” means “Substance Abuse Prevention Policy” or “Agreement” between the City and County of San Francisco and the Union and attached to the parties’ Memorandum of Understanding (“MOU”).
- u. “Prescription Drug” means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.
- v. “Refusal to Submit,” “Refusing to Submit,” “Refuse to Test,” or “Refusal to Test” means a refusal to take a drug and/or alcohol test and includes, but is not limited to, the following conduct:

## APPENDIX B

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

## 4. COVERED CLASSIFICATIONS

## APPENDIX B

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

### 5. SUBSTANCES TO BE TESTED

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

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

b. Prescribed Drugs or Medications.

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

- (1) Upon receipt of a signed release from the Covered Employee's licensed healthcare provider, the department representative may consult with Covered Employee's healthcare provider to confirm specific job duties that the employee can perform while on prescribed medication. If the employee's healthcare provider is not readily available, or none is given, the department representative may consult with any City-licensed healthcare provider before making a final determination whether the employee may perform his/her job functions. However, if an employee, at the time of notification, brings in a medical note from the healthcare provider who prescribed the medication clearing the employee to work, then the City shall not restrict that employee from performing his or her job functions.
- (2) If a Covered Employee is temporarily unable to perform his or her job because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform a temporary modified duty assignment consistent with the employee's medical restrictions without loss of pay until either the employee is off the prescribed medication or is cleared by a licensed healthcare provider. This temporary modified duty reassignment shall last for a period of no more than thirty (30) working days. If, after thirty (30) working days, the employee is still on said medication and/or has not been cleared by a licensed healthcare provider to return to work without restrictions, the City may extend the temporary modified duty assignment for a period not to exceed

## APPENDIX B

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, 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.

## APPENDIX B

### II. Post-Accident Testing

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

## 7. TESTING PROCEDURES

### I. Collection Site

- a. If there is a trained Collector available on site, the City may conduct “on-site” tests (alcohol breathalyzer testing and oral fluid testing). If any of those tests are “Non-Negative,” a confirmation test will be performed. The on-site tests may enable the

## APPENDIX B

Covered Employee and the City to know immediately whether that employee has been cleared for work.

- b. If a trained Collector is not available on-site, the staff of a collection facility under contract to the City, or the City's drug testing contractor shall collect oral fluid samples from Covered Employees to test for prohibited drugs.
  - (1.) A Covered Employee presenting herself/himself at the approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until (s)he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as a “Refusal to Submit.”
- c. Covered Employees who Refuse to Test may be subject to disciplinary action, up to and including termination, pursuant to Exhibit A.
- d. Alcohol and drug testing procedures.
  - (1.) Alcohol Testing Procedure. Tests for alcohol concentration on Covered Employees will be conducted with a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Alcohol tests shall be by breathalyzer using the handheld Alco-Sensor IV Portable Breath Alcohol Analyzer device, or any other U.S. Department of Transportation (DOT) approved breath analyzer device.
  - (2.) Drug Testing Procedure. Tests for drugs shall be by oral fluid collection. The oral fluid specimens shall be collected under direct visual supervision of a Collector and in accordance with the testing device manufacturer’s recommended procedures for collection. Screening results may be provided by the Collector or by a laboratory. Confirmation tests shall be conducted at a laboratory.
  - (3.) The Covered Employee being tested must cooperate fully with the testing procedures.
  - (4.) A chain of possession form must be completed by the Collector, hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
- e. After being tested for drugs, the Covered Employee may be barred from returning to work until the department is advised of the final testing result by the MRO. During that period, the Covered Employee will be assigned to work that is not safety-sensitive or placed on paid administrative leave for so long as the Covered Employee is eligible for such leave under the terms of the applicable provision of the City’s Administrative Code. The test shall be deemed a negative test if the MRO has not advised of the final

## APPENDIX B

testing result by the time the Covered Employee's paid leave has expired under the terms of the applicable provision of the City's Administrative Code.

### II. Laboratory

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

### III. Medical Review Officer (MRO)

- a. All positive drug, or Substituted, Adulterated, positive-Diluted Specimen, or Invalid Drug Test, as defined herein, will be reported to a Medical Review Officer (MRO). The MRO shall review the test results, and any disclosure made by the Covered Employee, and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive.
- b. When the laboratory reports a confirmed positive, Adulterated, Substituted, positive-Diluted, or Invalid test, it is the responsibility of the MRO to: (a) make good faith efforts to contact the employee and inform him or her of the positive, Adulterated, Substituted, positive-Diluted, or Invalid test result; (b) afford the employee an opportunity to discuss the test results with the MRO; (c) review the employee's medical history, including any medical records and biomedical information provided by the Covered Employee, or his treating physician, to the MRO; and (d) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. Employees shall identify all prescribed medication(s) that they have taken. If the Covered Employee fails to respond to the MRO within three (3) days, the MRO may deem the Covered Employee's result as a positive result.



## APPENDIX B

- c. The MRO has the authority to verify a positive or Refusal To Test without interviewing the employee in cases where the employee refuses to cooperate, including but not limited to: (a) the employee refused to discuss the test result; or (b) the City directed the employee to contact the MRO, and the employee did not make contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the Covered Employee is tested.
- d. If the testing procedures confirm a positive result, as described above, the Covered Employee and the Substance Abuse Prevention Coordinator (SAPC) for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. The results of a positive drug test shall not be released until the results are confirmed by the MRO. The Covered Employee may contact the SAPC, or the MRO, to request a drug or adulterant retest within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.
- e. A drug test result that is positive and is a Diluted Specimen will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require that the employee take an immediate retest. If the retest yields a second negative Diluted Specimens result, the test will be treated as a normal negative test, except in the case of subsection (f).
- f. If the final test is confirmed negative, then the Employee shall be made whole, including the cost of the actual laboratory re-testing, if any. Any employee who is subsequently determined to be subject of a false positive shall be made whole for any lost wages and benefits, and shall have their record expunged.
- g. The City shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
- h. All information from a covered employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated or pursuing disciplinary action based upon a violation of this policy. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Covered Employee or as required by law.

## 8. RESULTS

- a. Substance Abuse Prevention and Detection Threshold Levels.  
For post-Accident or reasonable suspicion testing where the Covered Employee was operating a commercial motor vehicle, any test revealing a blood/alcohol level equal to or greater than 0.04 percent, or the established California State standard for commercial motor vehicle operations, shall be deemed positive. For all other post-Accident or reasonable suspicion testing, any test revealing a blood/alcohol level equal to, or greater than, 0.08 percent, or the established California State standard for non-commercial motor vehicle operations, shall be

## APPENDIX B

deemed positive. Any test revealing controlled substance confirmation level as shown in the chart below shall be deemed a positive test.

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

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

### 9. CONSEQUENCES OF POSITIVE TEST RESULTS

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

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

## APPENDIX B

- c. In the event the City proposes disciplinary action, the notice of the proposed discipline shall contain copies of all laboratory reports and any other supporting documentation upon which the City is relying to support the proposed discipline.

### 10. RETURN TO DUTY

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

### 11. TRAINING

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

### 12. ADOPTION PERIOD

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

### 13. JOINT CITY/UNION COMMITTEE

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

### 14. SAVINGS CLAUSE

Notwithstanding any existing substance abuse prevention programs, if any provision of an existing department policy, rule, regulation, or resolution is inconsistent with or in conflict with any provision of this policy, this policy shall take precedence. Should any part of this policy be determined contrary to law, such invalidation of that part of this policy will not invalidate the

## APPENDIX B

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

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

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

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

## 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                 | ___ Reaching for support |
| ___ Staggering              | ___ Falling              |
| ___ Arms raised for balance | ___ Stumbling            |

##### **3. AWARENESS:**

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

##### **4. APPEARANCE:**

- |                                |                            |
|--------------------------------|----------------------------|
| ___ Red Eyes                   | ___ Dilated (large) Pupils |
| ___ Constricted (small) Pupils | ___ Frequent Sniffing      |

##### **Section III – NARRATIVE DESCRIPTION**

JULY 1, 2012 **2014** - JUNE 30, 2014 **2017** CBA BETWEEN CITY AND COUNTY OF SAN FRANCISCO  
AND TRANSPORT WORKERS' UNION, AFL-CIO, LOCAL 200

## APPENDIX B

**(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: \_\_\_\_\_