

MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

THE LABORERS INTERNATIONAL UNION, LOCAL 261

JULY 1, ~~2012~~2014- JUNE 30, ~~2014~~2017

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ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the Board of Supervisors and the Laborers International Union, Local No. 261 (hereinafter "Union").

I.A. RECOGNITION

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

3402 Farmer
3410 Apprentice Gardener
3417 Gardener
3419 Municipal Stadium Groundkeeper
3422 Park Section Supervisor
3424 Integrated Pest Management Specialist
3425 Senior Integrated Pest Management Specialist
3428 Nursery Specialist
3430 Chief Nursery Specialist
3434 Arborist Technician
3435 Urban Forestry Inspector
3436 Arborist Technician Supervisor
7215 General Laborer Supervisor I
7220 Asphalt Finisher Supervisor I
7246 Sewer Repair Supervisor II
7281 Street Environmental Services Operations Supervisor
7282 Street Repair Supervisor II
7404 Asphalt Finisher
7421 Sewer Maintenance Worker
7458 Switch Repairer
7501 Environmental Service Worker
7502 Asphalt Worker
7514 General Laborer
7540 Track Maintenance Worker

3. The terms and conditions of this Agreement shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this Agreement.

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I.B. INTENT

4. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action.
5. Moreover, it is the intent of the Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Board's jurisdiction, powers, and authority to act as defined by the Charter. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Mayor or the Board has no jurisdiction.
6. Any provision of this Agreement that is deemed by a Department, Commission, Board or Division to be an administrative matter within its jurisdiction shall be subject, at the option of the Union, to expedited arbitration to determine whether or not the provision is an administrative matter within the jurisdiction of the Department, Commission, Board or Division.
7. Matters determined to be administrative within the jurisdiction of the Department, Commission, Board or Division shall not be binding upon said Department, Commission, Board or Division unless and until said specific provision(s) have been approved and adopted in writing by the Department, Commission, Board or Division.

I.C. OBJECTIVE OF THE CITY

8. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
9. The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City shall meet and confer prior to the implementation of any production quotas. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

I.D. MANAGEMENT RIGHTS

10. The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of

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work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this agreement is in the province of the City.

11. The City and its departments retain all rights as set forth in the provisions in the Charter, existing ordinances and civil service rules establishing and regulating the civil service system; provided, however, that amendments to said existing ordinances may be proposed through the meeting and conferring process. These rights include, but are not limited to, the power, duty and right to hire, promote, transfer, assign and retain employees; to suspend or terminate for proper cause; to relieve employees of duties because of lack of work or lack of funds; to establish performance standards and evaluate employees; to determine and implement the methods, means, assignments, classifications, and personnel by which operations are to be conducted; and to initiate, prepare, modify and administer its budget. In no event shall the exercise of any of these rights conflict with any applicable Statute, Charter Provision, Civil Service Rule or any other pertinent provision of law.

I.E. JOINT LABOR MANAGEMENT COMMITTEE

12. 1. The parties have established a Joint Labor Management Committee with equal representation from both the City and the Union.

Scope:
 - a. to give advice and make recommendations regarding the meaning, interpretation, or application of this Agreement;
 - b. to give advice and make recommendations regarding issues which both the City and the Union agree to submit to the Joint Labor Management Committee;
13. 2. The Joint Labor Management Committee shall meet at a minimum on a quarterly basis on the Wednesday prior to the fourth Friday in January, April, July, and October of each year; and otherwise as needed. Dates can be adjusted for good cause or with the mutual agreement of the parties. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.
14. 3. The Committee is specifically empowered to discuss and facilitate the resolution of disputes and the settlement of non-economic contract interpretation grievances with citywide relevance and interest, and to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

I.F. NO WORK STOPPAGES

15. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union and employees covered by this Agreement will not authorize or engage in any strike, slowdown, or work stoppage.

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I.G. GRIEVANCE PROCEDURE

16. The following procedure is adopted by the Parties to provide for the orderly and efficient disposition of grievances and is the sole and exclusive procedure for resolving grievances as defined herein.

Definition

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

Grievance Description

18. The Union and the City agree that the following guidelines will be used in the submission of grievances:
- a. The basis and date of the grievance as known at the time of submission;
 - b. The section(s) of the contract which the Union believes has been violated;
 - c. The remedy or solution being sought by the Grievant.

Time Limits

19. The parties have agreed on this grievance procedure in order to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. All time limits referred to in this section are binding on each party. If the Union fails to follow the time limits (unless mutually extended), the grievance shall be considered withdrawn. If the City fails to follow the time limits (unless mutually extended), the Union shall be able to move the grievance to the next step.
20. For purposes of calculation of time, a "day" is defined as a "calendar day", including weekends and holidays. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day.

STEPS OF THE PROCEDURE

21. Except for grievances involving multiple employees or discipline and discharge, all grievances must be initiated at Step 1 of the grievance procedure. Grievance steps are skipped only with the express, prior approval of the other party, except as otherwise provided herein.

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22. A grievance affecting more than one employee shall be filed with the appointing officer or designee at Step 2. Grievances affecting more than one department shall be filed with the Employee Relations Division at Step 3. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
23. Grievances regarding disciplinary actions shall be initiated at Step 2 of the Grievance Procedure within fifteen (15) days of the mailing date of the final written notice imposing discipline. Only the Union shall have the right to file such grievances regarding disciplinary actions. The grievance shall set forth the basis of the appeal. As used herein "disciplinary action" shall be defined as discharge, suspensions and disciplinary demotion.
24. The grievant may have a Union representative present at all steps of the grievance procedure.
25. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than fifteen (15) 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 immediate supervisor shall respond within fifteen (15) days following notice of the Step 1 grievance.
26. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 1 answer. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant. The Appointing Officer or designee shall respond in writing within fifteen (15) days of receipt of the Step 2 grievance.
27. Step 3: A grievant dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Employee Relations Director, in writing, within twenty (20) days of receipt of the Step 2 answer. The Employee Relations Director **or his/her designee shall make a good faith effort to discuss the grievance with the Union prior to responding to the appeal in writing. The Employee Relations Director** shall respond to the appeal in writing within fifteen (15) days of receipt of the Step 3 grievance.

ARBITRATION

28. If the Union is dissatisfied with the Step 3 response it may invoke arbitration by ~~fifteen (15) days of~~ notifying the Employee Relations Director in writing, within twenty (20) days of the date of the Step 3 decision.

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Selection of the Arbitrator

29. When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within fifteen (15) days, or any extension of time mutually agreed upon the parties shall request that the State Mediation and Conciliation Service provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.
30. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the State Mediation and Conciliation Service.
31. The parties shall schedule the arbitration hearing within thirty (30) days of selecting the Arbitrator, which shall be no later than sixty (60) days from the date of the ERD letter acknowledging the Union's request to arbitrate. If the Union fails to select an arbitrator and schedule a hearing, the grievance shall be considered withdrawn.

Authority of the Arbitrator

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

Fees and Expenses of Arbitrator

33. Each party shall bear its own expenses in connection with the arbitration, including, but not limited to, witness and attorney's fees, and any fees for preparation of the case. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost: All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties.

Hearing Dates and Date of Award

34. The parties shall make their best efforts to schedule hearings within forty (40) days of selection of an arbitrator. Awards shall be due within forty (40) days following the receipt of closing arguments. As a condition of appointment arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
35. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income derived from any subsequent employment or unemployment compensation received by the employee.
36. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

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37. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors shall be resolved through an expedited arbitration process; however, by mutual agreement, the parties may move such matters out of the expedited process to regular arbitration procedures provided herein.

Expedited Arbitration

38. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
39. For Fiscal Year 12-13, the City agrees to schedule two arbitrators per month available to conduct expedited arbitrations. The City may, at its sole discretion, cancel any expedited arbitration sessions in time to avoid a cancellation fee if there are no expedited arbitrations calendared for that month. Additional arbitrators may be scheduled for Fiscal Year 13-14, if the City and the Union agree that there is sufficient demand to do so.
40. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.
41. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

I.H. AGENCY SHOP

42. 1. Establishment of Agency Shop
- Upon request of the Union, the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classifications represented by the Union, provided that the election requirement shall be waived upon a showing that two-thirds (2/3) of all employees in the unit are dues paying members of the recognized employee organization.
43. If agency shop is approved by a majority of those eligible to vote or be a showing of two-thirds (2/3) membership, the City agrees to establish an agency shop within the represented unit.

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44. 2. Implementation of Agency Shop

Once agency shop has been established pursuant to the procedures outlined in Section I.H. above, the following shall apply.

45. a. Application

Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Unit 30 when on paid status.

46. These provisions shall not apply to individual employees of the City in representation Unit 30 who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance.

47. The Employee Relations Director shall give the Union no less than ten working days prior notice of any such proposed designation. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Employee Relations Ordinance.

b. Agency Shop Fee

48. All current and future employees of the City as described in Section 1 hereof, 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 periodic dues of the Union. Service fees will be assessed as of the time the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3) provision for an escrow account of amounts reasonably in dispute during an appeal.

3. Religious Exemptions

49. Any employee who demonstrates in a manner satisfactory to the Union that he or she is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall be excused from joining the Union or paying an agency fee to

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the Union, if such employee shall make a Qualified Charitable Contribution at the time and manner hereinafter prescribed:

50. a. The Qualified Charitable Contribution shall be the payment of a sum equal to the initiation fee, agency fee and general assessments and shall be paid in the amounts and at the times said fees and/or assessments would otherwise be due and payable if the employee were not exempt under this section.
51. b. The Qualified Charitable Contributions shall be paid to one or more of the following qualifies charities so long as such charity remains exempt from taxation under Section 501(c)(3) of the Internal Revenue Code:
 - (1) American Cancer Society;
 - (2) American Heart Association;
 - (3) Muscular Dystrophy Foundation.
52. c. Payment of Qualified Charitable Contributions by persons and at the times and manner described in this section, shall be a condition precedent to continued employment. The employee shall supply the City and Union with an acknowledgment of receipt from the qualified charity or other satisfactory evidence on a monthly basis that the Qualified Charitable Contribution has been paid in a timely fashion.
53. d. Any dispute between the Union and an employee as to whether an employee meets the eligibility requirements for payment of Qualified Charitable Contributions shall, at the request of the Union or affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association . The employee and Union shall each bear one-half of the cost of said arbitration, including: the fee of the American Arbitration Association and the arbitrator. The cost of a certified transcript of the proceedings shall be paid by the party requesting same.

4. Payroll Deductions

54. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.
55. The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1 hereof.

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56. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90, provided, however, that an employee may elect to make said service fee payments personally to the Union. In the event an employee fails to make payments as required by this agreement, the Union may give written notice of such fact to the City and the employee. In the event such notice is given, a representative of the Union, a representative of the City and the affected employee shall, within three (3) work days of such notice (excluding Saturdays, Sundays, and holidays) meet for the purpose of hearing the employee's position regarding non-payment, thoroughly explaining the circumstances to the employee and to work out a solution to any existing problems, pursuant to agency shop provisions (see exemptions). If the employee has not paid the required dues, fees, or charitable contributions and the matter is not resolved to the satisfaction of the Union, the Union may request in writing that the employee's employment be terminated. Upon receipt of such request, the City shall commence the termination process of said employee, consistent with applicable City procedures.
57. The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying service fees. All such lists shall contain the employee's name, home address, employee number, classification, department number, and amount deducted. A list of all employees in represented classes shall be regularly provided to the Union, at a cost not to exceed the actual cost, as determined by the Controller.
58. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.
59. 5. Revocation of the Agency Shop Fee
- The agency shop fee provision covering the bargaining unit herein may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.
60. 6. Financial Reporting
- Records of financial transactions shall be maintained and made available by the Union, as required by California Government Code Section 3502.5(d).
61. 7. Indemnification
- The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this provision.

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62. 8. Hudson Compliance

The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the Union has complied with the requirements set forth in this section and in Hudson, 475 U.S. 292.

I.I. SHOP STEWARDS

63. 1. The Union shall furnish the City with an accurate list of shop stewards in designated units by July 1 of each fiscal year. The Union shall be limited to designating one (1) steward for every thirty (30) employees in the bargaining unit **and three additional stewards for representation at remote locations (Millbrae, Sunol, Hetch Hetchy)**. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. The City will only recognize those shop stewards officially designated in writing by the Union.
64. 2. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
65. 3. Upon notification of an appropriate management person, stewards or designated officers of the Union, subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that shop steward release time will be equitably distributed. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present an informal 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.
66. 4. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City departmental rule (intoxication, theft, etc.) the shop steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.
67. 5. Shop stewards shall not interfere with the work of an employee. It shall not constitute interference with the work of an employee for a shop steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.
68. 6. **Departments will notify the Union of new employee orientation sessions at least ten working days prior to the session and** Shop stewards ~~shall receive timely notice of and~~ shall be permitted to make appearances at departmental

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orientation sessions in order to be introduced, distribute Union materials and to discuss employee rights and obligations under this Agreement.

I.J. BULLETIN BOARDS

69. Upon request by the Union, departments shall provide reasonable space on bulletin boards for use by the Union to communicate with its represented employees. Department representatives, upon request, will meet with Union representatives regarding the placement of bulletin board lock-boxes purchased by the Union in employee work locations. Lock-box keys will be provided to the Department.

I.K. COPE CONTRIBUTIONS BY CHECK-OFF

70. The City agrees that it will check off and transmit to the Laborers International Union, Local 261 Special Fund three cents (\$.03) for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by said fund. These transmittals shall occur monthly and shall be accompanied by a list of the names of these employees from whom such deductions have been made and the amount deducted for each such employee.

I.L. RELEASE TIME - CIVIL SERVICE TEST RESULTS

71. The Board of Supervisors urges all departments to, whenever possible, release people from their work locations in order to visit the Civil Service Commission with regard to matters affecting the particular individual as it pertains to testing and inspection of test results.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

72. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or nonmembership, nor shall a person be subject to sexual harassment. The City shall expedite the handling of complaints of sexual harassment pursuant to Section 16.9-25 of the Administrative Code.
73. Discrimination and sexual harassment as used herein shall mean discrimination and sexual harassment as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, and the Civil Rights Acts of 1866.
74. A complaint of discrimination or sexual harassment may, at the option of the employee, group of employees, or the Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service rules, the City Administrative Code and federal and state law. Provided however, if the employee, group of employees, or the Union elects to pursue remedies for discrimination or sexual harassment complaints outside the procedure of this Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process. In order to elect to pursue the complaint through the grievance and arbitration process, each employee who so elects must waive the right to pursue the complaint in other forums in a form acceptable to the City Attorney.

II.B. PERSONNEL FILES

75. Except for routine payroll and personnel administration documents, an employee shall have the opportunity to review, sign and date any and all material to be included in the file. The employee may also attach a response to such materials within thirty (30) days of receipt. Except for routine payroll and personnel administration documents, all material in the file must be signed and dated by the author.
76. Upon request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than ~~five (5)~~ **four (4)** years of actual work shall be “sealed” (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has no subsequent disciplinary action since the date of such prior action. If an employee has a pending disciplinary action, (s)he shall not be permitted to remove or request to seal any material

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relating to any disciplinary action until that matter has been resolved. Performance evaluations are excluded from this provision.

77. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee.
78. Once the statute of limitations for the filing of civil litigation has run involving any material that has been sealed, the removal provisions of paragraph one shall apply.
79. It is understood that replacing the word "removed" with the word "sealed" above shall not be construed to change the intent of this section with respect to the department's access to such material. Rather, the intent of this change is to assure that the material is not discarded or destroyed so that it is available to the City Attorney only on an as needed basis. In the event a sealed file is to be opened, the department will notify the employee and allow the employee and his/her representative to be present.
80. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct that is documented in the employee's personnel file or was the subject of a prior disciplinary action.

II.C. SENIORITY

81. It is recognized that the Appointing Authority has the sole authority regarding work shift assignments and the assignment of work generally. Nonetheless, and consistent with departmental operational needs, the Employee Relations Division, and the Union recommend and encourage City departments to give due consideration to departmental seniority, current satisfactory work performance and the absence of pending discipline, or discipline served in the preceding six months in the bidding of work shifts, the making of assignments and the selection of vacation time.

II.D. TRAVEL PAY

82. ~~No later than the first pay period after September 1, 2012, employees who reside within the City and County of San Francisco and are assigned to work at Sunol who received Travel Pay in Fiscal Year 2011-2012 shall receive a one-time lump-sum payment equal to the amount of travel pay they received in Fiscal Year 2011-2012 for travel expenses to and from Sunol.~~

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Travel for Temporary Assignments

83. If a department temporarily assigns an employee to work at another location outside of the City and County of San Francisco and the employee is required to transport himself/herself to a location further than the distance to his/her regularly assigned location, the employee shall not be required to travel on his/her own time for that portion of the trip which exceeds the normal commute time to his/her regular work location.
84. Employees using their own vehicle shall be reimbursed for mileage at the rate allowed by the IRS and toll expenses for the difference in distance between the employee's commute to his/her regularly assigned work location and the temporary location, provided that the employee's regular and temporary work locations are not both within the City and County of San Francisco.
85. The provisions in the Travel for Temporary Assignments Section shall not apply to employees who must be temporarily reassigned due to facility closure. In the event of such closure, the City will provide the Union with notice and an opportunity to meet and confer over the impact of the closure.

II.E. QUALIFIED APPLICATOR CERTIFICATE AND PESTICIDE CONTROL ADVISOR LICENSE

86. 1. Employees who are required to obtain and maintain a valid Qualified Applicator Certificate and Pesticide Control Advisor License as a part of their work assignment shall continue to be reimbursed for continuing education classes required to maintain their license and the fee charged for renewing their certificate upon presentation of documentation that establishes verification of the successful completion of the course or renewal process.
87. 2. The reimbursement authorized by this section shall apply only to the renewal of required certificates and not to their initial acquisition.
88. 3. The City will reimburse the direct cost of acquiring and maintaining the license to those employees who work for the City departments who are required by their respective departments to use their advisor's license to write plans (advice) for the application of covered agents.
89. 4. The City will also reimburse those employees referenced above who work for "City" departments for the cost of their membership in the California Agriculture Production Consultants Association when such membership is required by the department.
90. 5. The City's negotiating representatives will attempt to attain a letter from the City Attorney setting forth the obligations of the City with respect to indemnification of

ARTICLE II – EMPLOYMENT CONDITIONS

employees for actions taken (or not taken) under their Pest Control Advisor License.

II.F. RIGHT TO PRIVACY

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

II.G. SUBCONTRACTING

1. “Prop J.” Contracts

92. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
93. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
94. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,
- (1) possible alternatives to contracting or subcontracting;
 - (2) questions regarding current and intended levels of service;
 - (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15;
 - (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
 - (5) questions relating to the effect on individual worker productivity by providing labor saving devices.
95. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

ARTICLE II – EMPLOYMENT CONDITIONS

2. Advance Notice to Union on Personal Services Contracts

96. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or 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.
97. b. If the Union wishes to meet with a department over a proposed personal services contract, the Union must make the written request to the Human Resources Director with a copy forwarded to the appropriate department within ten (10) working days after the Union receives notice of the Department’s proposed personal services contract. If the Union fails to request to meet within the ten (10) working days, it waives its right to meet with the City.
98. c. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the 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.
99. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.
100. e. 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.

3. Advance Notice to Union on Construction/Maintenance or Job Order Contracts

101. a. At the time the City issues an invitation for a Construction Bid and Specifications, the City shall notify the Union with a copy to the **Alliance for Jobs and Sustainable Growth** ~~San Francisco Building Trades Council~~ of any construction/maintenance or job order contract(s), where such

ARTICLE II – EMPLOYMENT CONDITIONS

services could potentially be performed by represented classifications. **Local 261 agrees that the mailing and email address for Alliance for Jobs and Sustainable Growth must be communicated to the ERD Director and to the City Administrator before June 1st, 2014. Thereafter, the Union will notify ERD in writing of any changes of address.**

102. b. If the Union wishes to meet with a department over a proposed construction/maintenance contract, the Union must make its request to the appropriate department within two weeks after the receipt of the department's notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
103. c. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.
104. d. The City agrees to provide the Laborers' International Union, Local 261 with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

II.H. BARGAINING UNIT WORK

105. The City agrees that it will not assign work currently performed by LIUNA represented employees under this Agreement to City employees in any other bargaining unit. **In the event that bargaining unit work is assigned to non-represented workers, the City will do so only subject to Article II.L of this agreement (as amended 7/1/2014,) or pursuant to mutual agreement.**

- 105(a). The San Francisco Gardener-Horticulture Apprenticeship Program was organized under the California Division of Apprenticeship Standards. All Departments participating in the Gardener-Horticulture Apprenticeship Program must follow these standards as set by the Joint Apprenticeship Committee, acting in accordance with its functions and responsibilities, except to the extent the standards conflict with state or federal law, the San Francisco Charter or Codes, or the San Francisco Civil Service Rules. Any disputes regarding the application of the Standards within**

ARTICLE II – EMPLOYMENT CONDITIONS

departments are subject to the resolution process described within the Standards. This section and the Apprenticeship Standards are not subject to the grievance process in I.G. (Grievance Procedure).

106. Requests for classification or reclassification review shall not be governed by this Collective Bargaining Agreement but may be submitted to the Civil Service Commission whose determination is not subject to the grievance procedure.

II.I. REQUESTS FOR REASSIGNMENT

107. In Departments with no shift/assignment bid, employees may request consideration for reassignment to a vacant permanent position. Vacant permanent positions shall be posted for a minimum of five (5) days.

II.J. TEMPORARY ASSIGNMENTS

108. Where possible, departments will provide employees with two weeks' notice prior to the effective date of a temporary assignment to a different work location. A department will not reassign employees to another work location temporarily for arbitrary or capricious reason(s).

II.K. MINIMUM NOTICE FOR DISPLACEMENTS

109. The City will provide ten (10) business days' notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.

II.L. GUIDELINES FOR SUPERVISOR WORKLOADS

110. Upon written request by the Union, the Department will meet to establish guidelines regarding supervisorial workloads with respect to span of control. **All Departments utilizing alternate workers agree to meet, confer, and agree pursuant to Article I.E.3., to guidelines for ongoing orientation and support of supervisors, and assignment and direction of work.**

II.M. PROBATIONARY PERIOD

111. The probationary period, as defined and administered by the Civil Service Commission shall be:
112. 2080 hours for new appointees.

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- 113. 1040 hours for a promotive appointment.
- 114. 520 hours for any other appointment type (i.e. bumping, transfers).
- 115. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee's probationary period as defined and administered by the Civil Service Commission. Provided however, upon permanent appointment, all employees must serve no less than a three month probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.
- 116. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

117. All base wage calculations shall be rounded to the nearest salary grade. Represented employees will 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 $(2.00\% \leq \text{CPI-U} < 3.00\%) + 0.25\%$, 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.

118. Employees appointed to the following classifications shall enter at Step 5:

3422 Park Section Supervisor
3430 Chief Nursery Specialist
3436 Tree Topper Supervisor I
7215 General Laborer Supervisor I
7220 Asphalt Finisher Supervisor I
7246 Sewer Repair Supervisor II
7281 Street Environmental Services Operations Supervisor

119. 3417 Gardeners and 7514 Laborers appointed after completing the full curriculum of a State-certified apprenticeship program or equivalent coursework when approved by the Apprenticeship Board Committee, shall enter at Step 5. If completion of the full curriculum occurs after appointment, such employees shall be moved to Step 5 upon curriculum completion.

ARTICLE III – PAY, HOURS AND BENEFITS

III.B. MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

1. REGULAR WORK SCHEDULES

121. a. Unless otherwise provided a regular workday is a tour of duty of eight (8) hours completed within not more than nine (9) hours. A regular workweek is a tour of duty of five (5) consecutive workdays within a seven (7) day period.
- b. Flexible Work Schedule
122. All classifications of employees having a normal workday may, with the appointing authority's permission, voluntarily work in a flex-time program authorized by the appointing officer under the following conditions:
123. The employee must work five (5) days a week and forty (40) hours per week.
124. The employee must execute a document stating that he or she is voluntarily participating in a flex-time program. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Schedule" as defined.
- c. Alternate Work Schedule
125. Subject to meet and confer, the City and Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include a full-time workweek of less than five (5) days. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Schedule" as defined.
126. d. Exceptions:
127. (1) The 20-20 Educational Program.

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128. (2) Specially funded training programs approved by the Department of Human Resources.
129. (3) Educational and Training Courses - Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
130. (4) Employees shall receive no compensation when properly notified at least two (2) hours prior to the start of the shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified, report to work, and are then informed no work applicable to the classification is available shall be paid for a minimum of two hours. **In the event of inclement weather, the Department of Public Works will make reasonable, good faith efforts to reassign employees to other duties for the day.**
131. (5) Employees who begin their shifts and are subsequently relieved of duty due to the above-listed reasons shall be paid a minimum of four hours, computed to the nearest one-quarter hour.

132. Work Schedule Changes

Pursuant to an exercise of management's rights, the appointing officer can change a work schedule based on the department's operational needs. The appointing officer will provide written authorization confirming such change and five (5) calendar days' notice to the employee, unless operational needs require otherwise. Upon request of the Union during the 5-day notice period, the department will meet and confer on the impact of a noticed work schedule change.

133. No change will be made for an arbitrary or capricious purpose nor will an individual employee's schedule be changed temporarily to avoid paying an individual employee overtime. Where a department and the Union have a shift bid, the provisions of the shift bid agreement will address changes to work schedules and shifts.

Notice of Shift Change

134. All bargaining unit members shall be entitled to the two (2) paid hours in the event that the City fails to provide forty-eight (48) hours' notice of a shift change, except as provided otherwise in written Departmental bid systems.

ARTICLE III – PAY, HOURS AND BENEFITS

135. (6) **Work Schedules**
On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Department of Human Resources, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the normal work schedule for such operations.
136. (7) **The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.**
137. (8) **City-wide Voluntary Reduced Work Week**
Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.
138. (9) **Voluntary Time Off Program**
The mandatory furlough provisions of CSC Rules shall not apply to covered employees.

2. PART-TIME WORK SCHEDULE

139. A part-time work schedule is a tour of duty of less than forty (40) hours per week.

III.D. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

1. REGULAR WORK SCHEDULES

140. Compensation fixed herein on a per diem basis are for a normal eight (8) hour work day; and on a bi-weekly basis for a bi-weekly period of service consisting of regular work schedules.

2. PART-TIME WORK SCHEDULES

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

III.E. ADDITIONAL COMPENSATION

1. NO PYRAMIDING

142. There shall be no pyramiding of benefits and or other premiums beyond that required by the provisions of the Federal Fair Labor Standards Act. Each premium shall be separately calculated against an employee's base rate of pay.

2. EXTENDED TOUR OF DUTY PAY

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

144. Exception: Employees of Camp Mather who during the summer season work a tour of duty of eight hours completed within thirteen consecutive hours shall be paid \$1.50 per day above the compensation to which they are otherwise entitled.

3. CONTAINER CRANES PREMIUM

145. Port employees of the Maintenance Department who are assigned to work full-time in watch-standing, maintenance and/or repair of container cranes shall be paid at a rate of fifteen percent (15%) above the base hourly rate for their classification for those hours actually worked on the cranes at the crane site.

4. LEAD WORKER PAY

146. Employees in non-supervisory classifications shall be entitled to a \$10.00 per day premium as follows
- a. When designated in writing by the Appointing Officer or designee and
 - b. When at least two non-supervisory employees in the same classification are working together and one is assigned to **direct the work of the other(s)** act as the lead person; **or**.

c. For 3417 Gardeners and 7514 Laborers, when leading and directing an alternate work crew of at least three workers or a crew with mixed classifications composed of at least three other workers; or

d. For 3417 Gardeners, when leading, directing, coaching and training at least one 3410 Gardener Apprentice in the field.

147. **The employee and the Union must be given notification of the written assignment within five (5) days of the lead pay designation.** Employees are not eligible to receive both “Lead Worker” and “Acting Assignment Pay.”

5. CALL-BACK PROVISION

147(a). *Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of their work day and departure from their place of employment, shall be granted a minimum of four (4) hours pay at the applicable rate. This section shall not apply to employees who are called back to duty when on stand-by status.*

56. STANDBY PAY

148. a. Employees who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid ten percent (10%) of their regular straight time rate of pay for the period of such standby service when outfitted by their department with a cell phone or another type of electronic communications device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid for hours actually worked computed to the nearest one-quarter (1/4) hour while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

b. STANDBY PAY FOR EMPLOYEES OF THE PUBLIC UTILITIES COMMISSION ONLY

149. Employees of the Public Utilities Commission (“PUC”) who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service to perform their regular duties, shall be paid twenty percent (20%) of their regular straight time rate of pay for the period of such

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standby service. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service at the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

67. NIGHT SHIFT DIFFERENTIAL

150. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and 12 midnight if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and 12 midnight, except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and 12 midnight. Shift pay of 8.5% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and 12 midnight.
151. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of 12 midnight and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between 12 midnight and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 12 midnight and 7:00 a.m. Shift pay of 10% shall be paid for the entire shift provided at least five (5) hours of the employee's shift falls between 12 midnight and 7:00 a.m.

78. ACTING ASSIGNMENT PAY

152. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal duties and responsibilities of a higher classification of a budgeted position shall be entitled to acting assignment pay, no earlier than the tenth (10th) consecutive work day of such an assignment and shall be retroactive to the first (1st) day of the assignment.
153. b. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary grade that represents at least 5% above the employee's base salary and that 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 the acting assignment pay.
154. c. Where the above requirements are satisfied, but an employee does not receive a premium, the employee must file a grievance within thirty (30) days of the assignment.

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89. SUPERVISORY DIFFERENTIAL ADJUSTMENT

155. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose grade of compensation is set herein subject to the following conditions:
156. a. 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 or when on an intermittent and/or rotating supervisory assignment.
157. b. An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
158. c. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
159. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
160. e. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation, grade exclusive of extra pay, of the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.
161. f. The adjustment of the compensation grade of the supervisor shall be to the nearest compensation grade representing, but not exceeding, one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised.
162. 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 covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under this paragraph are also met.

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163. g. The decision of the Department of Human Resources as to whether the compensation grade of a supervisory employee shall be adjusted in accordance with this section shall be final and shall not be subject to grievance.
164. h. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
165. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.
166. i. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
167. j. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.
- 167(a). k. The Department of Public Works has notified the Department of Human Resources of circumstances regarding Class 7421's (Sewer Maintenance Worker) supervision of the Sewer Repair job crews that warrant a supervisory differential of 7.5% on all hours worked while coordinating sewer repair jobs. Individuals eligible for this supervisory differential are also entitled to receive the Field Crew Leader Premium for Class 7421 Sewer Maintenance Worker.**

**910. POWER TOOL/POT WORKER/ASPHALT SCREED WORKER/
CONFINED SPACE/MAIN GANG PREMIUM**

168. Employees assigned to perform work with pneumatic power tools, green machines, "chippers," or a sawmill, or who are assigned work as "pot worker," "asphalt screed worker," or when working in a permit-required confined space shall receive a premium of \$1.35 per hour when using such tools or when working in a permit-required confined space in the performance of their duties. **Employees who are regularly assigned to utility crew trucks at the SFPUC City Distribution Division (CDD) ("Main Gang") shall receive this premium for all hours worked performing duties in this assignment; an employee performing this**

assignment shall not receive the premium until he/she has worked 1040 hours actually performing the work and obtaining the specific knowledge of the tools and equipment associated with this assignment.

11. AIRPORT PERIMETER MAINTENANCE PREMIUM

168(a). Laborers assigned to perform airport perimeter maintenance repair work shall be entitled to 10% of their base hourly wage for each hour actually performing said work.

1012. UNDERWATER DIVING PREMIUM

169. Represented employees shall be paid \$12.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving. Such assignments will be for an eight (8) hour minimum.

170. The City shall provide all diving gear deemed necessary to the performance of this job assignment.

1113. CLASSES 7215 AND 3417 DISTRICT CAPTAIN PAY

171. Employees in Class 7215 General Laborer Supervisor I and 3417 Gardener will receive an additional five (5) percent of pay when regularly assigned as a District Captain, subject to the approval of the Appointing Officer or designee. Captain assignments will be made in writing by the department.

172. For Recreation and Park Department only, effective July 1, 2012, employees currently assigned as District Captain will be assigned as Park Services Captain. Employees in Class 3417 Gardener will receive an additional five percent (5%) of pay when regularly assigned in writing as a Park Services Captain.

173. A District Captain or a Park Services Captain will receive an additional five percent (5%) of pay for each day when their regularly assigned supervisor is absent or when assigned in writing to evaluate, train, administer and work with City College of San Francisco, or otherwise manage jointly administered apprenticeship programs.

1214. MEAL PROVISION FOR HETCH HETCHY ONLY

174. When an employee works longer than a ten (10) hour shift at a remote location, the City shall provide the employee with a meal or pay the employee the current per diem rate for the meal.

1315. PUBLIC OUTREACH/AND PUBLIC/EMPLOYEE SAFETY CROSS TRAINING PREMIUM

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175. It is understood that bargaining unit members are frequently required to address social service needs and problems as well as threats to public health and public/employee safety posed in our streets and parks.
176. To ensure that bargaining unit members are trained adequately to safely deal directly with members of the public and to properly refer citizens to appropriate City agencies, all bargaining unit members shall be cross-trained with public outreach and public/employee safety skills ~~which shall include~~ing, but not limited to, techniques in safely information on blood-borne pathogens, threat identification (including animal threats), appropriate techniques for deescalating confrontations, and proper handling of biohazards.
177. ~~In 2004-05, Departments~~ By January 1, 2015, DPW and SFRPD shall develop and administer this cross training program and shall certify each employee's successful completion. The Union may suggest additional safety related topics that should be included in this cross training and will bring Public Outreach/Public Safety to the Joint Labor Management Committee pursuant to Article I.E. Training shall be ~~mandatory for~~ offered to all covered employees whose classification or assignment requires addressing social service needs and problems, as well as threats to public health and employee safety. New employees will be offered this cross training within sixty (60) days of employment, and public outreach and public/employee safety cross-training for all employees who require this training bargaining unit members will be at least every two years.
178. ~~Effective July 1, 2012, the Public Outreach/Public Safety Cross Training Premium in the amount of 1% will be built into the base rate of all covered employees.~~
- ~~1416.~~ FIELD CREW LEADER PREMIUM FOR CLASS 7421 SEWER MAINTENANCE WORKER
179. Employees in Class 7421 Sewer Maintenance Worker shall continue to earn a 7.5% premium for all hours worked while coordinating sewer repair jobs.
- ~~1517.~~ DEPARTMENT OF PUBLIC WORKS- ALL DEPARTMENTS - LABORERS APPRENTICESHIP PROJECT
180. Employees appointed to Class 7501 Environmental Service Worker who are actively enrolled in the Laborers Apprenticeship Project shall be compensated as follows:
181. a. Employees appointed to Class 7501 Environmental Service Worker who are enrolled in the Laborers Apprenticeship Project shall be compensated in

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relation to a Class 7514 General Laborer based on actual hours worked as follows:

<u>Time in the Appren. Project (Actual Hours Worked)</u>	<u>Compensation</u>
Upon Appointment	55% of 5 th Step 7514 General Laborer
500 hours	60% of 5 th Step 7514 General Laborer
1000 hours	65% of 5 th Step 7514 General Laborer
1500 hours	70% of 5 th Step 7514 General Laborer
2000 hours	75% of 5 th Step 7514 General Laborer
2500 hours	80% of 5 th Step 7514 General Laborer

182. b. Hours spent at the Training Center or at on-site DPW training shall not count toward actual hours worked for purposes of advancement in compensation as delineated in section a. and b. above.

~~183. c. Actual hours worked during fiscal year 2004-2005 will be counted to meet required service for purposes of compensation.~~

184. The Department of Public Works-Laborer's Apprenticeship Project shall be jointly administered consistent with the Project Guidelines appended for informational purposes only to the MOU (Attachment A). The City shall allocate the following funds which shall be used by the Union to provide funding for the Project training program, including administrative costs and training-related expenses. For Fiscal Years 2012-2013 and 2013-2014, the City shall allocate to the Union's Local 261 Training Fund four thousand, two hundred and fifty dollars (\$4,250) per each 7501 Environmental Service Worker participant per fiscal year. The City's allocation will not exceed seventy-five (75) participants for a total of three hundred eighteen thousand seven hundred and fifty dollars (\$318,750) per fiscal year.

185. Beginning FY 2009-2010, the City and the Union, through the Joint Labor Management Committee (JLMC), will jointly develop the semi-annual tree climbing seminar for eligible bargaining unit members. Training may be located at Camp Mather, subject to budgetary constraints and training curriculum. The program will be implemented during FY 2010-2011.

~~1618. RECREATION AND PARK DEPARTMENT - ALL DEPARTMENTS -~~ GARDENERS APPRENTICESHIP PROJECT

186. a. Employees appointed to Class 3410 Apprentice Gardener shall be compensated in relation to a Class 3417 Gardener based on actual hours worked as follows:

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Time in the Apprenticeship Project (Actual Hours Worked)	Compensation
Upon Appointment	55% of 5th Step 3417 Gardener
500 hours	60% of 5th Step 3417 Gardener
1000 hours	65% of 5th Step 3417 Gardener
1500 hours	70% of 5th Step 3417 Gardener
2000 hours	75% of 5th Step 3417 Gardener
2500 hours	80% of 5th Step 3417 Gardener

187. b. Hours spent in education courses or at on-site departmental training shall not count toward actual hours worked for purposes of advancement in compensation as delineated in section a. above.
188. c. Actual hours worked in class 3410, which comprises the length of the Gardener apprenticeship, will not exceed four thousand (4000) hours, except by approval of the appointing authority, subject to the applicable Civil Service Commission Rules.
189. d. ~~Recreation and Park Department~~ 3410 Apprentice Gardeners must participate in a California State-approved apprenticeship for the Gardener occupation.

III.F. OVERTIME COMPENSATION

190. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or 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; provided that employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
191. Overtime shall be distributed on a voluntary, rotational basis, except in emergency situations. The rotation shall begin with the most senior eligible employee in the classification within each work unit and/or work location and continue down through the seniority list until the list is exhausted at which point eligibility returns to the top of the list.

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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.

192. Employees with documented poor attendance or unsatisfactory work performance shall be removed from the overtime wheel until such time as their attendance/work performance is documented as improved. Requests to be placed back on the rotation schedule shall not be denied in an arbitrary or capricious manner. For purposes of this section, documented means the employee has been sent a written notice describing poor attendance or unsatisfactory work performance by management.
193. There shall be no eligibility for overtime assignment only if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
194. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
195. 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 of this agreement.
196. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for over-time worked, but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.
197. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half. Subject to availability of funds, covered non-Z employees, upon their request, shall be able to cash-out accumulated compensatory time off at end of the fiscal year. Those employees occupying positions designated "L" shall not accumulate in excess of 480 hours calculated at time and one half.
- 197a. 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.**

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197b. 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.

198. **Only the** The use of any sick leave shall be excluded from determining hours worked in excess of forty (40) hours in a week for determining eligibility for overtime payment.

~~199. For the purposes of determining the rate of pay (i.e. straight time or time and one half), the department will look back to the previous five (5) work days to determine whether sick leave was used.~~

III.G. HOLIDAYS AND HOLIDAY PAY

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

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

201. Provided further, that if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following shall be designated a holiday.

202. 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 designated a holiday.

1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

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

2. HOLIDAYS THAT FALL ON A SATURDAY

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204. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

3. HOLIDAY COMPENSATION FOR TIME WORKED

205. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked. At the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.

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

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

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

5. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

6. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

7. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

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

8. FLOATING HOLIDAYS

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

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214. Employees shall receive a one-time award of two (2) additional floating holidays in Fiscal Year 2012-2013, which shall be administered in the same manner as the floating holidays in the paragraph above.

III.H. TIME OFF FOR VOTING

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

III.I. SALARY GRADE PLAN AND SALARY ADJUSTMENTS

216. 1. Appointments to positions in the City and County Service shall be at the entrance rate established for the position except as otherwise provided herein.
217. 2. Appointments may be made by an appointing officer at any step in the compensation grade upon recommendation of the Human Resource Director under the following conditions:
218. a. A former permanent City employee, following resignation with service satisfactory, is being re-appointed to a permanent position in his/her former classification; or
219. b. Loss of compensation would result if appointee accepts position at the normal step; or
220. 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
221. d. The Controller certifies that funds are available. To be considered, requests for adjustment under the provisions of this Section must be received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.
222. 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.
223. f. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrant appointment above the entrance rate.

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3. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

224. An employee who has completed six (6) months of service, and who is appointed to a position in a higher classification deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:
225. The employee shall receive a salary step in the promotive class which is closest to an adjustment of 10% above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.
226. For purpose of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.

4. NON-PROMOTIVE APPOINTMENT

227. When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment. If the salary steps do not match, then the employee shall receive 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.

5. RE-APPOINTMENT WITHIN SIX MONTHS

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

6. COMPENSATION ADJUSTMENTS

229. 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 schedule 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.
230. 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.

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231. 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 that would involve a change of residence.
232. 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.
233. c. Flat Rate Converted to Salary Range
An employee serving in a class in the prior fiscal year at a flat rate which is changed to a compensation grade number during the current fiscal year, shall be paid on the effective date of such change the step in the current salary grade closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

7. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

234. 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.
235. 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.

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236. 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.
237. d. Re-employment 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.J. METHODS OF CALCULATION

238. 1. BI-WEEKLY
An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
239. 2. PER DIEM OR HOURLY
An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
240. 3. CONVERSION TO BI-WEEKLY RATES
Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.K. SENIORITY INCREMENTS

241. 1. ENTRY AT THE FIRST STEP
Effective July 1, 2012, full-time employees entering at the first step may advance to the second step and to each successive step upon completion of the one year required service.

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2. ENTRY AT OTHER THAN THE FIRST STEP

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

3. DATE INCREMENT DUE

243. Full time employees may advance to the second step upon completion of six (6) months of continuous service and to each successive step upon completion of the one (1) year required continuous service. Part-time regularly scheduled employees may advance to the second step upon completion of 1,040 continuous hours of service, and to each successive step upon completion of 2,080 continuous hours of service.

4. EXCEPTIONS

244. a. 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 may receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
245. b. 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:
246. (1) An employee shall be compensated at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this agreement. Employees may receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
247. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
248. (3) Advancement through the increment steps of the compensation grades may accrue and become due and payable on the next day following completion of required service provided that the above

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procedure for advancement to the compensation grade increment steps is modified as follows:

249. (a) An employee who during that portion of his/her anniversary year, is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due.
250. (b) An employee who during that portion of his/her anniversary year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
251. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in 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.
252. c. Satisfactory Performance. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days' notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of his/her intent to withhold a step increase at that time. A copy of the notice shall be provided to the Union.
253. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee in relation to determining whether an employee has performed satisfactorily for purposes of determining whether a step advancement should be withheld.
254. If an employee's step advancement is withheld, that employee shall be eligible for a step advancement upon his/her next anniversary (increment) due date. An employee's anniversary date shall be unaffected by this provision.
255. 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.

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d. EMPLOYEES IN CLASS 7501 ENVIRONMENTAL SERVICE WORKER

256. Employees in Class 7501 shall advance to the next salary step upon completion of twelve (12) weeks of continuous service within the trainee program. Increments shall accrue and become effective as provided under sub-section (3) of this section.

III.L. HEALTH INSURANCE

257. Any contributions the City makes under this Section shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

1. EMPLOYEE HEALTH CARE

258. Pursuant to the City Charter, the City agrees to contribute the amount applicable per month directly into the City Health Services System for each employee who is a member of the Health Services System. The level of benefits is set pursuant to the City Charter and the Health Services System.

- ~~259. Any contributions the City makes under this Section shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.~~

2. DEPENDENT HEALTH CARE PICK-UP

260. For the period of January 1, 2014 through December 31, 2014, the City shall contribute toward the monthly cost of a represented employee's dependent coverage in an amount up to 75% of the monthly cost of the City's least expensive medical plan's dependent health care medical premium charged for the employee plus two or more dependents per category.

3. MEDICALLY SINGLE (EMPLOYEE ONLY)

- ~~261. From July 1, 2012, to December 31, 2013, for "medically single employees" (Employee Only) (i.e., benefited employees not receiving contributions paid by the City for dependent health care benefits) enrolled in health plans other than City Plan, the City shall contribute all of the premium for the employees' own health care benefit coverage. For all employees enrolled in the highest cost plan in the medically single/Employee Only category, the City's contribution will be capped at an amount equivalent to the cost of the second highest cost plan for medically~~

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~~single/Employee Only enrollees. Employees who elect to enroll in the highest cost plan in this category must pay the difference between the capped amount of the highest cost plan described above and the cost of highest cost plan coverage in the medically single/Employee Only category.~~

262. Effective January 1, 2014 though 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.
263. Effective January 1, 2014 though December 31, 2014, for “medically single employees” (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plans.
264. The provisions in paragraphs 262 and 263 above shall not apply to “medically single employees” (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such “medically single employees” (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees’ own health care benefit coverage.

4. Health Coverage Effective January 1, 2015

264a. 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:

264b. 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:

264c. 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,

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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:

264d. 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

264e. 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

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

6) Medically Single Employees Outside of Health Coverage Areas

264g. The provisions in paragraph 264b above shall not apply to "medically single employees" (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such "medically single employees" (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees' own health care benefit coverage.

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7) Stipend

264h. For Calendar Years 2015 and 2016 only, the City shall contribute an additional: (1) \$25.00 per month toward the employee's HSS health insurance premiums for each HSS Employee-Only member; and (2) \$50.00 per month toward the employee's HSS health insurance premiums for each HSS Employee-Plus-One member.

264i. On January 1, 2017, all bargaining unit members shall receive an amount equal to: (a) the value of the \$25.00 or \$50.00 monthly subsidy paid to all recipients in plan year 2016; (b) divided by two (2), to approximate the six-month value of the subsidy; and (c) divided again by the number of bargaining unit members as of December 31, 2016, to determine the per member bargaining unit lump sum payment.

45. DENTAL COVERAGE

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

266. ~~Effective January 1, 2013, e~~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.

56. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND

267. The City will continue to pay a stipend to eligible employees pursuant to the Annual Salary Ordinance Section 2.1.

67. BENEFITS WHILE ON UNPAID LEAVE

268. 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.M. RETIREMENT

269. 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 employee retirement contribution to SFERS.

ARTICLE III – PAY, HOURS AND BENEFITS

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

PRE-RETIREMENT SEMINARS

271. 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.
272. All such seminars must be located within the Bay Area.
273. This section shall not be subject to the grievance procedure.

RETIREMENT RESTORATION

274. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes was impacted by the unpaid furloughs described in Section III.C.e.1. of the parties' 2009-2012 memorandum of understanding, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the unpaid furloughs described in Section III.C.e.1. 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).

III.N. FAIR LABOR STANDARDS ACT

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

III.O. FEDERAL MINIMUM WAGE

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

III.P. SICK LEAVE WITH PAY LIMITATION – DISABILITY LEAVES

277. 1. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits

ARTICLE III – PAY, HOURS AND BENEFITS

pursuant to Civil Service Rules. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

278. 2. Pursuant to Civil Service Rule 120.24, an employee returning from disability leave as defined by CSC Rule 120.24 will accrue sick leave and/or supplemental disability credits at an accelerated rate. The application of the Civil Services Rules are under the jurisdiction of the Civil Service Commission and are not subject to the grievance procedure.

III.Q. ADMINISTRATIVE CODE CHAPTER 12W – PAID SICK LEAVE ORDINANCE

279. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement **except for temporary exempt-as needed employees.**

- 279a. For temporary exempt as-needed employees, San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived, with the exception of 12W.3 Accrual of Paid Sick Leave. Temporary exempt as-needed employees who accrue paid sick leave pursuant to the Paid Sick Leave Ordinance must be scheduled to work in order to use paid sick leave. Use of paid sick leave shall be consistent with the City's Employee Handbook and with those Civil Service Rules that apply to employees not covered by San Francisco Administrative Code, Chapter 12W.**

III.R. STATE DISABILITY INSURANCE ENABLER

280. Upon proper notification from the Union, the City shall cause all employees covered by this agreement to be covered by State Disability Insurance, the cost of which coverage is to be borne by the individual employee.

III.S. WORKERS' COMPENSATION AND SDI SUPPLEMENTATION

281. An employee who is absent because of an occupational or non-occupational disability ("disability leave") and who is receiving Workers' Compensation (Temporary Disability of Vocational Rehabilitation Maintenance Allowance) or State Disability Insurance ("disability indemnity pay"), may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's appointing officer's approval.
282. 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

ARTICLE III – PAY, HOURS AND BENEFITS

employee's normal salary unless the employee makes an alternative election as provided in this section.

283. 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.
284. 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.
285. Pursuant to Civil Service Rule 120.24, an employee returning from disability leave as defined by Civil Service Rule 120.24 will accrue sick leave and/or supplemental disability credits at an accelerated rate.

III.T. VOLUNTEER/PARENTAL RELEASE TIME

286. 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).
287. 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.U. LONG-TERM DISABILITY TIME

288. The City shall provide employees with six (6) months continuous service a Long-Term Disability (LTD) plan that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five (65). Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

III.V. EDUCATION FUND – COURSEWORK AND TRAINING

289. Effective July 1, 2005, a one-time allocation of 1% of the bargaining unit's payroll will be dedicated to an education fund to be administered by Dept. of Human Resources for course work and training related to subjects: a) which would be beneficial to the needs of the department; and b) which would either improve the performance of the employee's current duties based on the employee's assignment; or c) the duties of a higher classification within the Union's bargaining unit ~~germane to job duties of covered~~

ARTICLE III – PAY, HOURS AND BENEFITS

~~employees, including apprentices.~~ Education fund criteria can be established by the Joint Labor Management Committee. **Subject to approval by the appointing officer or appropriate designee, e**~~Employees in covered classifications may be eligible to receive a maximum of five hundred dollars (\$500)~~ **one thousand two hundred dollars (\$1,200)** per fiscal year from the education fund. Reimbursement will be administered in accordance with Department of Human Resources Guidelines. Unexpended funding as of June 30th of any fiscal year shall be carried over to the next fiscal year.

289a. For the term of this Agreement, until such funds are exhausted, an employee may utilize up to the amount provided for above for tuition, internal or external training programs, professional conferences and a maximum of two (2) Professional association memberships per fiscal year.

III.W. PROFESSIONAL ORGANIZATION FEES

290. ~~An employee may utilize up to a maximum of one hundred dollars (\$100) per fiscal year for professional association memberships related to their employment.~~ **During the term of this agreement, a maximum of \$100,000 per year will be allocated to the City/Union Apprenticeship Boards for projects related to providing classroom time, jobs and life skills training, and community outreach in connection with bargaining unit work.**

291. **As a pilot program, and in efforts to allow greater access to the non-horticultural classification members of the bargaining unit, e**~~Effective January 1, 2011~~ **July 1, 2014,** an employee may utilize up to a maximum of ~~one~~ **two** hundred dollars (~~\$1200~~) per fiscal year **and DHR will approve Education Fund usage** for professional association memberships and/or fees **that are** related to their employment **and/or current assignment when approved by the Appointing Officer or designee if the department certifies that the membership helps to improve the employee's work performance or efficiency.** **This decision is not subject to the grievance process. This pilot program will sunset at the end of the contract term and continuation of this provision will be based on mutual agreement of the parties.**

III.X. AIRPORT EMPLOYEE TRANSIT PILOT PROGRAM

291a. The San Francisco International Airport will implement a pilot program to encourage employees to use mass transportation to commute to and from SFIA work locations. Under the Airport Employee Transit Pilot Program, the SFIA is authorized to provide incentives consistent with Internal Revenue Code 132(a)(5) for the purpose stated above. This pilot program will be evaluated 12 months after implementation to determine whether it shall be continued. The Union waives all meet-and-confer on this pilot program. This program is not subject to the grievance procedure.

ARTICLE IV - WORKING CONDITIONS

IV.A. PROTECTIVE CLOTHING

292. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.
293. The City agrees to provide protective prescription eyewear every 24 months.
294. The City agrees to provide protective footwear (i.e. work boots) every 18 months or as needed. In the event of a dispute, the final determination will be made by the Department's health and safety officer.

WORK CLOTHING

295. Upon written request by the Union, a department will meet and confer to discuss providing appropriate required work clothing to employees.

RAIN GEAR

296. Employees covered by this agreement may be provided with coveralls, work pants or other protective clothing as deemed appropriate by and authorized by the Appointing Officer and subject to the availability of funds. The employee may choose to receive overalls/coveralls or work pants. **In all cases where protective clothing is provided by a department, employees shall be expected to wear such clothing during the performance of their duties.**

RAIN GEAR AND PROTECTIVE CLOTHING

297. Employees working in classifications covered by the terms of this Agreement shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear consisting of a hat, coat, pants and rubber overshoes.
298. Protective clothing or rain gear that is worn out or becomes unusable through the course of employment shall be replaced by the department.
299. Protective clothing or rain gear that is lost or becomes unusable through the negligence of the employee will be replaced by the employee, as follows:

Age of Item Lost/Unusable	Employee's Cost to Replace
1-12 Months	100% of replacement cost
12-24 Months	50% of replacement cost

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25-36 Months	25% of replacement cost
37 or more Months	0% of replacement cost

300. Individual departments may, in lieu of the above provisions, and after consulting with the Union, provide for a different method of furnishing protective clothing/rain gear.

IV.B. PROTECTIVE CLOTHING – SEWAGE TREATMENT

301. Employees assigned to work in the covered channels or on machinery located below the water line in the sedimentation or grit tanks of a sewage treatment plant shall be furnished with protective clothing, uniforms or work clothes and laundry connected with this employment without charge.

IV.C. MEDICAL EXAM

302. In instances when covered employees are exposed to conditions hazardous to their health, an employee may request and be entitled to a medical examination (not to exceed 1 per 12 month period) to be considered as time worked.

IV.D. DEPARTMENT OF TRANSPORTATION EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM

1. Overview of EAP Program

303. This Employee Assistance Program (EAP) is designed to provide coverage for employees only, and to assist employees in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment and referral, brief treatment, and follow-up services.
304. EAP's offer assistance by helping employees assess and identify problems arising from a variety of personal areas.
305. EAP's assist employees by referring them to services which lead to solutions.
306. EAP's provide training and consultation services to management and union leadership regarding assisting troubled employees.
307. The primary goal of the EAP will be to maintain employee's ability to be fully productive on the job. EAP's help employees, management, and supervisors maintain a high level of service by:
308. Motivating employees to help;

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- 309. Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;
- 310. Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;
- 311. Providing easily accessible quality helping services which include short-term problem-solving and referrals to more intensive care;
- 312. Providing crisis intervention services;
- 313. Providing follow-up assistance to support and guide employees through the resolution of their problems; and by
- 314. Acting as an education and training resource.
- 315. Employees shall be able to access the EAP through calling directly (self-referral), through the MTA Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.
- 316. Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.
- 317. If an outside EAP vendor is approved and selected, the vendor shall be required to establish a 24-hour telephone hotline for immediate and confidential self-referral.
- 318. The EAP is intended to help employees to:
 - Assess and clarify their problems early;
 - Develop a plan of action to resolve their problems;
 - Determine if professional assistance is needed;
 - Help employees find the right treatment;
 - Supply a providers list with a range of services.

2. Organization

- a. The Joint Labor-Management Committee:
 - 319. (1) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the City.

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320. If the City chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the City shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.
321. (2) Officers: The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The Director of Transportation shall provide staff support to the Committee as appropriate.
322. (3) Quorum: A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the City-appointed Committee members.
323. (4) Functions: To review and make recommendations regarding the Peer Assistance Program, the peer assistants to be hired, and the employee education program. The Committee shall report its recommendations to the Director of Transportation and the Substance Abuse Professional (SAP) or their designee for action.
324. (5) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the MTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

b. The Director of Transportation:

325. The Director of Transportation designee will manage all aspects of the Substance Abuse Program. He/she shall have appointing and removal authority over all substance abuse program personnel, and shall be responsible for the supervision of the peer assistants and SAP, and administration of all substance abuse programs.

3. The EAP/ Program:

326. The City and the Unions may conclude that it is in the best interest of all concerned to establish a uniform EAP Program for all employees deemed "safety-sensitive"

ARTICLE IV – WORKING CONDITIONS

pursuant to the DOT Regulations. On this basis, the parties agree that (1) the Director of Transportation may engage an outside contractor to provide these services; and (2) if an outside contractor is selected, this outside contractor may be the same contractor selected by the Transport Workers-San Francisco Municipal Railway Trust Fund for the EAP Program established pursuant to the Agreement between the MTA and TWU Local 250A.

4. The Peer Assistance System:

327. A Peer Assistance system shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all MTA work sites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.
- b. Qualifications:
328. (1) An employee who is a former substance abuser who has been “clean” and/or sober for at least one year and who continues to participate in a 12-step program, or
329. (2) An employee who is related to an addict or alcoholic and who has participated in a self-help group for co-dependency.
330. (3) Who is willing to make a minimum of a two-year commitment as a peer assistant, and
331. (4) Who agrees to participate in prescribed training.
332. (5) An employee who does not meet the criteria of 1 or 2 but who is willing to be trained and to commit for 2 years will also be considered, in the event there are not enough candidates that meet criteria 1 or 2.
333. (6) An individual must be able to maintain confidentiality.
334. c. Duties:
335. (1) Be available to employees who appear to need or request assistance, to deal with chemical dependency.
336. (2) Maintain strict confidentiality.

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337. (3) Identify the nature of the problem.
338. (4) Discuss confidentiality of program with employees.
339. (5) Receive clinical direction and training from the SAP and other CADAC Clinical Supervisors.
340. (6) Discuss the options of available resources.
341. (7) Refer the employee to the EAP.
342. (8) Report to the Peer Assistance Coordinator as required.
343. (9) Follow-up with employees during and after treatment subject to the direction of the Peer Assistance Coordinator and the clinical supervision by the SAP.
344. (10) Staff the night, weekend and holiday crisis hotline (pager).
- d. Staffing:
345. There shall be one full-time Peer Assistant who shall report directly to the Peer Assistance Coordinator appointed pursuant to the Local 250A Agreement.
- e. Volunteer Peer Assistants:
346. (1) Up to eight (8) Volunteer Peer Assistants.
347. (2) Assist peer assistants upon request during their off-duty time.
348. (3) They shall participate in designated training.
349. (4) Their activities shall be within the limits of their training.
350. (5) Volunteer peer assistants will receive no compensation for their services.
- f. Functions:
351. The Joint Labor/Management Committee shall develop the procedures for the Peer Assistance System after consultation with the SAP and/or Director of Transportation or designee.

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352. g. Civil Service Commission Approval:
The parties recognize that the use of peer assistants is subject to the approval of the Civil Service Commission. The Commission has approved the use of peer assistants subject to the receipt of waiver and release acknowledgments signed by each employee and the union. The Civil Service Commission will withdraw its approval if the required acknowledgments are not obtained by the affected employees and the union.
353. 5. Pay Status During Voluntary Self-Referral Treatment
a. An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.
354. b. In the case of the up to two voluntary, employee-initiated referrals, the MTA will pay the employee the difference between his/her SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.
355. 6. Non-Paid Status During Treatment After Positive Test
The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.
356. 7. Education and Training
The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.
357. The Joint Labor/Management Committee shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. The Director of Transportation and the SAP shall act on the training program developed by the Committee. Certain training required by the DOT Regulations shall be conducted by the SAP.

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8. Confidentiality

358. Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

9. Funding

359. During the term of this Agreement the Employee Assistance Program shall be funded by the City in an amount not to exceed \$75,000 each fiscal year.

10. Special Provisions

360. Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with this agreement. The MTA and the City recognize the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The Director of Transportation will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

IV.E. SUBSTANCE ABUSE TESTING PROGRAM AND PREVENTION POLICY

361. ~~The City and Union shall begin meeting and conferring in regard to establishing a mutually agreed upon substance abuse testing program to be implemented during the term of the agreement for safety sensitive employees in positions that are not currently covered by the federal Department of Transportation testing regulations.~~ Attached hereto as Appendix B, is the City's current Substance Abuse Prevention Policy; this policy shall remain in effect until the City implements the Substance Abuse Prevention Policy set forth in Appendix C. Appendix C will be implemented, upon notice to the Union, after acquisition of a vendor to provide oral fluid testing.

362. If the City implements a Substance Abuse Prevention Policy with the Consolidated Crafts, Electricians, Plumbers, Stationary Engineers and/or TWU 250A, the parties shall meet and confer on implementing the terms of the Substance Abuse Prevention Policy, subject to the impasse resolution procedure set forth in Charter Section A8.409-4.

363. ~~Attached as Appendix B is the Substance Abuse Prevention Policy to which the parties have agreed.~~

IV.F. DIRECT DEPOSIT OF PAYMENTS

363a. 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.

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- 363b. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.
- 363c. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
- 363d. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
- 363e. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
2. Switch from the direct deposit option to the pay card option, or vice versa;
3. Obtain a new pay card the first time the employee’s pay card is lost, stolen or misplaced;
- 363f. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.
- 363g. Prior to implementing the “Paperless Pay Policy,” the City will give all employee organizations a minimum of 30-days’ advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.
- 363h. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

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363i. The parties mutually agree that employees may print out pay advices during work hours.

ARTICLE V - SCOPE

364. The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein incorrect. Therefore, the parties agree that such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 2012.

V.A. ZIPPER CLAUSE

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

PAST PRACTICE

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

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

367. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract. Such Civil Service Rules and Administrative Code provisions shall be appended by reference to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors.
368. 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 initially for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement. After such Civil Service Rules and Administrative Code sections are appended by reference to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.
369. The City and the individual unions agree to use all reasonable efforts to meet and confer promptly regarding proposed changes to the Civil Service Commission Rules.

ARTICLE V – SCOPE

V.B. SAVINGS CLAUSE

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

V.C. DURATION OF AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, ~~2012~~2014.

FOR THE CITY

Micki Callahan
Human Resources Director

Martin R. Gran
Employee Relations Director

~~Heana Samane~~ **Michele Modena**
Chief Negotiator

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

Elizabeth Salvesson
Chief Labor Attorney

FOR THE UNION

Ramon Hernandez
Business Manager, LiUNA!, Local 261

David De La Torre
Secretary-Treasurer, LiUNA!, Local 261

Theresa Foglio
Chief Negotiator, LiUNA!, Local 261

Deshelia Mixon
Negotiations Chair, LiUNA!, Local 261

Vince Courtney
Special Assistant to the Business Manager
Northern California District Council of Laborers

APPENDIX A
AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
LABORERS, LOCAL 261
PAST PRACTICES

The parties agree to amend the Collective Bargaining Agreement by appending the following list of past practices thereto pursuant to Section V.B.A. of the Agreement.

Call-Back Provision

The issue of travel time shall be addressed by including the following language into the MOU:

~~“Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of their work day and departure from their place of employment, shall be granted a minimum of four (4) hours pay at the applicable rate.” This section shall not apply to employees who are called back to duty when on stand-by status.~~

Start Time

Voluntary early starts are subject to management approval.

Overtime

Overtime shall be offered on a rotating basis. Each department shall provide its overtime records to the Union upon request.

Parking

Parking provided at no cost, as available.

Tools

Tools supplied by the City which are necessary to perform assigned duties.

Safety Meetings

Safety meetings shall be held in accordance with State CAL-OSHA requirements.

License Renewal

Time off shall be granted to members to renew special licenses (excluding driver’s license) when required by the City.

APPENDIX A

Vacation Sign-Ups

Sign –ups for vacations are established by individual work site, bureau, division, and section.

Seniority for vacation shall be by individual work site, bureau, and section.

Uniforms

Represented employees are not required to wear uniforms except where currently required to do so. The Department of Public Works and the Recreation and Park Department will provide volunteers and alternate program participants with attire distinct from any attire provided to bargaining unit members.

The Port will provide employees with Port-labeled shirts, including laundering.

Clean-up

Appropriate clean-up time before meal breaks and at the end of the work day shall be provided.

Appropriate clean-up time for gardeners shall be provided after spraying, as determined necessary upon consultation with the employee's supervisor (to include the 3424 Pest Control Specialist).

Lockers

Lockers are available as provided by each department.

Use of City Vehicle

Employees may take City vehicles home when assigned by their supervisor.

Discipline

~~Upon employee request, Local 261 is to be notified regarding any proposed disciplinary action for members of the bargaining unit.~~

Staffing Level

Departments using Class 7501 Environmental Service Worker shall maintain the level of Class 7514 Laborer and Class 3417 Gardener staffing as existed at the start of the program and this level shall be maintained throughout the use of Class 7501 Environmental Service Worker.

Departments shall provide thirty (30) days' notice to the Union prior to discontinuing the use of Class 7501 Environmental Service Worker.

Guidelines for Volunteers and Alternate Work Programs

Participation of volunteers and/or alternate work program participants will be limited to the performance of ancillary bargaining unit activities.

The City will notify Local 261 and meet and confer upon request prior to implementing any new volunteer and/or alternate work programs, which may impact the bargaining unit.

Only aAppropriate bargaining unit members will be assigned to direct the work of volunteer and/or alternate work program participants involved in bargaining unit related work.

APPENDIX A

To ensure a healthy and safe work environment, volunteer and/or alternate work program participants will not use power tools, or drive City vehicles, unless mutually agreed to by the City and Local 261. **Disputes arising under this section shall be resolved first pursuant to Article II.L. (as amended 7/1/14) of this agreement.**

In the event of layoff(s), volunteers and/or alternate work program participant(s) will not displace employees classifications covered by this Agreement.

Provisions Which Apply to Department of Public Works Only

The Department of Public Works will continue the current annual bid system; however, in recognition of the Department's need for flexibility in relation to operational need, the Department will meet and confer with the Union regarding proposed modification to the bid system.

The City and the Union will continue the current recognitions/Awards.

Provisions Which Apply to PUC Department Only

Housing at Moccasin shall be administered in accordance with the policies established by the Public Utilities Commission.

Short-term assignments to a different work location are made with transportation provided by PUC.

Workers assigned to work out of Early Intake bunkhouse will be provided meals and lodging when the bunkhouse is open.

Provisions Which Apply to Recreation and Parks Department Only

The Recreation and Park Department will continue the current bid systems; however, in recognition of the Department's need for flexibility in relation to operational need, the Department will meet and confer with the Union regarding proposed modification to the bid systems.

Effective FY 2012-2013, the Department will conduct a shift bid, which it will jointly administer with the Union every two years for each Class 3417 Gardener's participation.

Class 3422 Park Section Supervisors at the Department will schedule a quarterly joint labor management committee meeting.

The City and the Union will continue the current recognitions/Awards.

Camp Mather

There shall be sign-up sheets to work at Camp Mather.

APPENDIX A

Room and board while at Camp Mather provided per Annual Salary Ordinance.

All employees assigned to work at Camp Mather shall be paid travel time to and from Camp Mather.

Management may approve apprenticeship activities at Camp Mather.

Overtime at Camp Mather will be administered in accordance with the Camp Mather Rules cited below:

- Based on Gardener's departmental seniority;
- Sign-ups will be March of each year;
- Must receive Supervisor's approval to go;
- An individual gardener may attend once and restricted until sign-up list has been cycled through;
- Periods will be designated based on operational need.
- Gardeners shall sign up for either Spring or Fall;
- Gardeners may be required to work everyday while at Camp Mather, must be willing to work 12 days, eight hour days; if assigned, weekend work shall be compensated according to the MOU.
- Notice of Invitation will be three (3) working weeks before date of assignment.
- Gardeners will be required to work regardless of weather conditions.
- One person per section/complex will be allowed to go by department, seniority and season.

APPENDIX "B"

SUBSTANCE ABUSE PREVENTION POLICY

The below Appendix B shall remain in effect until the City has met the conditions outlined in Article IV.E.

1. MISSION STATEMENT

- a. Employees are the most valuable resource to the City's effective and efficient delivery of services to the public. The parties have a commitment to foster and maintain a drug and alcohol free environment. The parties also have a mutual interest in preventing accidents and injuries on jobsites and, by doing so, protecting the health and safety of employees, co-workers, and the public. The City and Union agree that this Policy shall be administered in a non-discriminatory manner.
- b. The City wants a safe and healthy workforce and sees drug and/or alcohol addictions as treatable diseases.
- c. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.
- d. The City is committed to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities.

2. POLICY

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

APPENDIX B

3. DEFINITIONS

- a. “Accident” means an occurrence associated with: (a) the operation of a vehicle (including, but not limited to, green machines, and any City owned vehicle or vehicles used during the course of the employee’s work day), power tools, or vessel; or (b) on equipment that is utilized to change the elevation of the employee.
- b. “Adulterated Specimen” means a specimen that contains a substance that is not expected to be present in human urine or oral fluid, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine or oral fluid.
- c. “Agreement” or “Policy” means “Substance Abuse Prevention Policy” between the City and County of San Francisco and the Union contained in this Appendix B.
- d. “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weights alcohol including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)
- e. “Cancelled Test” means a drug or alcohol test that has a problem identified that cannot be or has not been corrected. A cancelled test is neither a positive nor a negative test.
- f. “City” or “employer” means the City and County of San Francisco.
- g. “Covered Employee” means an employee in a represented classification covered by this Agreement.
- h. “CSC” means the Civil Service Commission of the City and County of San Francisco.
- i. “Day” means working day, unless otherwise expressly provided.
- j. “DHR” means the Department of Human Resources of the City and County of San Francisco.
- k. “Dilute Specimen” means a specimen with creatinine and specific gravity values that are lower than expected for human urine or oral fluid.
- l. “EAP” means the Employee Assistance Program offered through the City and County of San Francisco.
- m. “Illegal Drugs” or “drugs” refer to those drugs listed in section 5.a, except in those circumstances where they are prescribed by a duly licensed healthcare provider. Section 8 lists the illegal drugs and alcohol and the threshold levels for which a covered or prospective 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

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Health Services Administration (“SAMHSA”) (formerly the National Institute of Drug Abuse, or “NIDA”) threshold levels, or U.S. government required thresholds where required, in effect at the time of testing. Section 8 will be updated periodically to reflect the SAMHSA or the U.S. Government threshold changes, subject to mutual agreement of the parties.

- n. “Invalid Drug Test” means the result of a drug test for a urine specimen or an oral fluid that contains unidentified adulterant or an unidentified substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
- o. “MRO” means Medical Review Officer
- p. “Non-Negative Test” means a test result found to be adulterated, substituted, invalid, or positive for drug/drug metabolites.
- q. “Parties” means the City and County of San Francisco and the signatory unions to this Agreement.
- r. “Oral fluid” means saliva or any other bodily fluid generated by the oral mucosa of an individual.
- s. “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.
- t. “Refusing to Submit or Test” means a refusal to take a drug and/or alcohol test.
- u. “Safety-Sensitive Function” means the operation of a vehicle (including, but not limited to, green machines, and any City owned vehicle or vehicles used during the course of the employee’s work day), power tools, vessel, device(s), mechanism(s), or equipment that is utilized to change the elevation of the employee.
- v. “Substance Abuse Prevention Coordinator” means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.
- w. “Split Specimen” means a part of the urine specimen or oral fluid in drug testing that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
- x. “Substituted, Adulterated or Diluted Specimen” means a specimen submitted by a covered or prospective employee for which an approved testing laboratory reports the existence of an

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adulterant, interfering substance and/or masking agent or the sample is identified as a substituted specimen (as such terms are as defined in the DOT regulations, 49 C.F.R. Part 40), which shall be deemed a violation of this policy and shall be processed as if the test results were positive.

4. COVERED CLASSIFICATIONS/DEPARTMENTS

- a. Covered Classifications. All classifications listed in Article I.A of this Memorandum of Understanding shall be covered by this Policy. The parties may add or delete classifications by mutual agreement.

5. SUBSTANCES TO BE TESTED

- a. The City shall test, at its own expense, for alcohol and/or the following controlled substances for Pre-Employment, Reasonable Cause/Suspicion and Post-Accident:
 - (1.) Amphetamines
 - (2.) Barbiturates
 - (3.) Benzodiazepines
 - (4.) Cocaine
 - (5.) Methadone
 - (6.) Opiates
 - (7.) PCP
 - (8.) THC (Cannabis)
- b. The City also recognizes that covered employees may at times have to ingest prescribed drugs or medications. If an employee takes any drug or medication known to have potential side effects that may interfere with job performance, the employee is required to immediately notify the designated Department representative of those side effects before performing his/her job functions.
- c. Upon receipt of a signed release from the employee's licensed healthcare provider, the department representative may consult with healthcare provider to confirm specific job duties that the employee can perform while on prescribed medication. If the employee's healthcare provider is not readily available or none is given, the department representative may consult with any City-licensed healthcare provider before making a final determination as to whether the employee may perform his/her job functions. However, if an employee, at the time of notification, brings in a medical note from the healthcare provider who prescribed the medication clearing the employee to work, then the City shall not restrict that employee from performing his/her job functions.
- d. If an employee is temporarily unable to perform safety sensitive functions because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform non-safety sensitive functions without loss of pay until either the employee is off the

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prescribed medication or is cleared by a licensed healthcare provider. This reassignment shall last for a period of no more than thirty (30) working days. If, after thirty (30) working days, the employee is still on said medication and/or not cleared by a licensed healthcare provider to perform safety sensitive functions, the City may extend this accommodation for a period not to exceed thirty (30) working days, provided that the healthcare provider certifies that the employee is anticipated to be able to resume safety sensitive functions after that thirty (30) day period. Employees required to submit to testing shall immediately identify all prescribed medication(s) that they have taken.

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

6. TESTING

A. Reasonable Cause/Suspicion

- a. Reasonable cause to test an employee for illegal drugs or alcohol will exist when specific, reliable objective facts and circumstances would create a good faith belief in a prudent person that the employee has used a drug or alcohol. Such circumstances include, but are not limited to, the employee's behavior or appearance while on any City jobsite, while on City business or in City facilities, and recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, that are not reasonably explained by other causes such as fatigue, lack of sleep, proper use of prescription drugs, or reaction to noxious fumes or smoke.
- b. Any individual or employee can report an employee who may be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or illegal drugs on the job, two (2) trained employer representatives will verify and document the basis for the suspicion and request testing. The first employer representative shall verify and document the employee's appearance and behavior based on the above-stated indicators and, if necessary, recommend testing to the second employer representative. At work locations within the border of the City and County of San Francisco (including San Francisco International Airport), the second employer representative shall verify and document the appearance and behavior of the employee based on the above-stated indicators and has final authority to require the employee to be tested. At work locations outside the border of the City and County of San Francisco, the second employer representative shall confer with the first employer representative to verify the employee's behavior based on the above-stated indicators, and he or she has the final authority to require the employee to be tested.
- c. If the City requires an employee under reasonable cause or suspicion to be tested, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation,

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the City may allow a reasonable amount (a maximum of one hour) of time for the employee to obtain representation. Such request shall not delay the administration of the tests, however.

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

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

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

B. Post-Accident

- The City may require a covered employee who was involved in an event meets any of the following criteria to submit to drug and/or alcohol testing:
 - (1.) Fatality;
 - (2.) Employee involved in an on duty vehicular accident resulting in death and/or injury requiring transport for medical treatment;
 - (3.) Disabling damage to vehicles;
 - (4.) Damage to machinery, moving parts, or other non-vehicular equipment or structures in excess of \$1,000.00 and
 - (5.) When reasonable cause/suspicion exists.
- Following an accident, all covered employees subject to testing shall remain readily available for testing. An employee may be deemed to have refused to submit to substance abuse testing if he/she fails to remain readily available, including notifying a supervisor (or designee) of the accident location or if (s)he leaves the scene of the accident prior to submitting for testing.
- 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.

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7. TESTING PROCEDURES

A. Laboratory

- a. The testing shall be done at a certified laboratory in California. Upon advance notice, the parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for alcohol and drugs identified in this policy. The City shall bear the cost of all required testing.
- b. Testing procedures, including substances to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs, established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Drug tests shall be conducted by laboratories licensed and approved by SAMHSA, which comply with the American Occupational Medical Association (AOMA) ethical standards. Tests for all controlled substances, except alcohol and THC (cannabis), shall be by urine screening and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS). THC (cannabis) is treated as a controlled substance and will be tested through an FDA-approved oral fluid (saliva) testing collection device at a screening level of 25 ng/ml and a confirmation level of 10 ng/ml (LC/MS). Alcohol tests shall be by breathalyzer.
- c. A covered or prospective employee presenting herself/himself at a Substance Abuse Prevention Coordinator-approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until (s)he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as “refusing to test.”
- d. Covered employees, who refuse to test, may be subject to disciplinary action, up to and including termination, pursuant to the attached discipline matrix.
- e. The specific required procedure is as follows:
 - (1.)Urine will be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee’s option in a wide-mouthed clinic specimen container that must remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.
 - (2.)Immediately after the specimen is collected, it will be divided into two (2) urine bottles, which, in the presence of the employee, will be labeled and then initialed by the employee and witness. If the sample must be collected at a site other than the drug and/or alcohol-testing laboratory, the specimens must then be placed in

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a transportation container. The container shall be sealed in the employee's presence and the employee must be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.

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

- f. The initial test of all urine specimens will utilize immunoassay techniques. All specimens identified as positive in the initial screen must be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique that identifies at least three (3) ions. In order to be considered "positive" for reporting by the laboratory to the City, both samples must be tested separately in separate batches and must also show positive results on the GC/MS confirmatory test.
- g. All positive drug, positive alcohol or substitute, adulterated or diluted specimens as defined herein must be reported to a Medical Review Officer (MRO). The MRO shall review the test results and any disclosure made by the covered or prospective employee and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO shall make good faith efforts to contact the individual, but failing to make contact within two (2) working days, may deem the individual's result a "lab positive." After the issuance of a "lab positive," the covered employee may be placed on paid administrative leave pursuant to Administrative Code section 16.17, and will be barred from returning to work until (s)he makes a contact with the MRO and the MRO sends the Substance Abuse Prevention Coordinator a written confirmation of a negative result. New prospective employees, who receive a "lab positive" during a pre-employment test, shall be ineligible for any future City employment for six (6) months from the date of the positive test result unless the rules of the Civil Service Commission deem otherwise.
- h. If the testing procedures confirm a positive result, as described above, the covered or prospective employee and the Substance Abuse Coordinator for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. In the event the City proposes disciplinary action, the notice of the proposed discipline shall contain copies of all laboratory reports, forensic opinions, laboratory worksheets, procedure sheets, acceptance criteria and laboratory procedures.
- i. In the event of a positive drug or alcohol test, the testing laboratory will perform an automatic confirmation test on the original specimen at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the employee's request and expense. The same, or any other,

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approved laboratory may conduct re-tests. The laboratory shall endeavor to notify the MRO of positive drug, alcohol, or adulterant tests results within five (5) working days after receipt of the specimen. The employee may request a re-test within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.

- j. If the final test is confirmed negative, then the Employee shall be made whole, including, if any, the cost of the actual laboratory re-testing, provided that proper documentation is submitted to the City in a timely fashion.
- k. The Substance Abuse Prevention Coordinator shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
- l. All information from a covered or prospective employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the covered or prospective employee or as required by law. The results of a positive drug test shall not be released until the results are confirmed.

B. On-Site

- a. The parties agree that for post-accident purposes, the City may conduct "on-site" tests (alcohol breathalyzer testing, "Quicktest" urine testing, and oral fluid testing for THC) and only if any of those tests is "non-negative" will a confirmation test be performed. This on-site test is to enable the covered employee and the City to know immediately whether that employee has been cleared for work.
- b. In order to facilitate the on-site urine testing, the parties agree that an individual's sample will be divided into three separate containers. One of the containers will provide a sample for the on-site test that will be read within 5 to 10 minutes of collection. The other two containers will be sealed and sent to the lab, in the event a confirmation is necessary due to a "non-negative" outcome of an on-site test. The laboratory will store the split sample in accordance with SAMHSA guidelines. One of the two samples will be used for a confirmation test and the other will be made available to the employee for testing by a certified laboratory selected by the employee at the employee's expense.

8. RESULTS

- a. Any test revealing (i) a blood/alcohol level equal to or greater than 0.08 percent (or the established California State standard for non-commercial motor vehicle operations), or

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

b. Substance Abuse Prevention and Detection Threshold Levels

CONTROLLED SUBSTANCE *	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	EMIT	1000 ng/ml **	GC/MS	500 ng/ml **
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml **	GC/MS	150 ng/ml **
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Opiates	EMIT	2000 ng/ml **	GC/MS	2000 ng/ml **
PCP (Phencyclidine)	EMIT	25 ng/ml **	GC/MS	25 ng/ml **
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml
THC; THC-OH; and THC-COOH (Cannabis)		25 ng/ml ***	GC/MS or LC/MS/MS	10 ng/ml ***
As outlined in the PUC Project Labor Agreement				
* All controlled substances including their metabolite components.				
** SAMHSA specified threshold				
*** By oral fluid (saliva) testing only.				

9. CONSEQUENCES OF POSITIVE TEST RESULTS

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

The covered employee:

1. Is confirmed to have tested positive for alcohol or drugs;
 2. Refuses to be tested; or
 3. Has submitted a specimen for which an approved testing laboratory reports the existence of an “adulterant”, interfering substance, masking agent or the sample is identified as a substituted specimen (as defined herein).
- b. If the Union disagrees with the proposed disciplinary action, it may utilize the grievance procedure as set forth in the parties’ Memorandum of Understanding, provided, however, that such an appeal must be initiated at the Employee Relations Director step,

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unless the parties otherwise mutually agree.

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

10. RETURN TO DUTY

The Substance Abuse Prevention Coordinator will evaluate a covered employee who has tested positive. The Coordinator will evaluate what course of action, if any, and what assistance the employee needs, if any, and will communicate a return-to-work plan, if necessary, to the employee and department.

11. TRAINING

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

12. ADOPTION PERIOD

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

13. JOINT CITY/UNION COMMITTEE

The parties agree to work cooperatively to ensure the success of this policy. As such, a Joint City/Union Committee shall be established with 2 members each from the City and the Union. The Committee shall meet at a minimum on a quarterly basis and, in addition, on an as-needed basis to address any implementation and other matters of mutual interests concerning this policy. The Committee may also discuss adding or deleting covered classification from this policy. The Director of Human Resources shall make a final decision based on the recommendations from the Committee.

14. SAVINGS CLAUSE

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

APPENDIX B

Testing Types/Issues	First Positive/Occurrence	Second Positive/Occurrence
Pre-employment	Not hired. Can reapply for position in six mons.	N/A ¹
Reasonable Suspicion	Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment ² Return to Duty Test ³ , Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances exist. ⁴	Will be subject to disciplinary action except where substantial mitigating circumstances exist.
Post Accident	Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment ² Return to Duty Test ³ , Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances exist. ⁵	Will be subject to disciplinary action except where substantial mitigating circumstances exist.
Alteration of Specimen ("Substituted", "Adulterated" or "Diluted")	Subject to Termination except where substantial mitigating circumstances exist.	Will be subject to disciplinary action except where substantial mitigating circumstances exist.
Refusal to Test	Assumption is a positive result; Referred to Substance Abuse Prevention Coordinator (SAPC). SAPC Recommendation for Treatment. ² Return to Duty Test ³ , Subject to disciplinary action except where substantial mitigating circumstances exist.	Will be subject to disciplinary action except where substantial mitigating circumstances exist.
Failure to Comply with Treatment Program or Return to Work Agreement	Will be subject to disciplinary action except where substantial mitigating circumstances exist.	N/A
Pending results of test, an employee may be removed from duty with pay or assigned non-safety sensitive functions without loss of pay.		
Any employee who is subsequently determined to be the subject of a false positive or in the event a department deems the mitigating record may have been altered shall be made whole for any lost wages and benefits and shall have their record expunged. The record of the positive result shall be placed in a sealed envelope and shall not be considered in subsequent disciplinary proceedings.		
If the Union disagrees with the proposed disciplinary action, it may utilize the grievance procedure as set forth in the collective bargaining agreement, provided, however, that such an appeal must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.		
1: No Split Sample will be made available for re-test.		
2: Employee may use accrued but unused leave balances to attend rehabilitation program.		
3: Employee may not return to work until SAPC certifies that he/she has completed recommended rehabilitation program and has a negative test prior to returning to full duty.		
4: Proposed disciplinary action for a first positive test or Refusal to Test to be no more than 15 working days, except in cases resulting in death or serious bodily injury discipline shall include termination of employment. Proposed disciplinary action for Alteration of Specimen shall be termination of employment.		
5: Proposed disciplinary action for Reasonable Cause and Suspicion for a first positive test to be no more than 15 working days except in cases resulting in death or serious bodily injury discipline shall include termination of employment. A second positive test within three years may result in more severe proposed disciplinary action, up to and including termination of employment.		

APPENDIX C
SUBSTANCE ABUSE PREVENTION POLICY

Pursuant to MOU Article IV.E., the below Appendix C will be implemented after acquisition of a vendor to provide oral fluid testing. However, Appendix B shall remain in effect until the City has met the conditions outlined in Article IV.E

1. MISSION STATEMENT

- e. Employees are the most valuable resource in the City's effective and efficient delivery of services to the public. The City has a commitment to prevent drug or alcohol impairment in the workplace, foster and maintain a drug and alcohol free work environment. The City is also interested in preventing accidents and injuries on the job and, by doing so, protecting the health and safety of employees, co-workers, and the public.
- f. The City affirms its belief that substance abuse is a treatable condition. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.
- g. 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

- c. To ensure the safety of the City's employees, co-workers and the public, no employee may sell, purchase, transfer or possess, furnish, manufacture, use or be under the influence of alcohol or illegal drugs at any City jobsite, while on City business, or in City facilities. A City employee whose job duties requires him/her to handle alcohol or illegal drugs shall not be in violation of this Policy for carrying out such job duties.
- d. 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

- y. “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:
- a. 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
 - b. 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
 - c. With respect to an occurrence involving Equipment, there is damage to the Equipment exceeding three thousand dollars (\$3,000); or
 - d. With respect to an occurrence involving structures or property, there are damages exceeding ten thousand dollars (\$10,000) to the structures or property.
- z. “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.
- aa. “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.)
- bb. “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.
- cc. “City” or “employer” means the City and County of San Francisco.
- dd. “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.
- ee. “Covered Employee” means any miscellaneous employee employed by the City and County of San Francisco with the exception of: (a) employees of the SFMTA; and (b) employees in a non-MTA department currently subject to a departmental substance abuse testing program, as further described in section 4 below.

- ff. “CSC” means the Civil Service Commission of the City and County of San Francisco.
- gg. “Day” means working day, unless otherwise expressly provided.
- hh. “DHR” means the Department of Human Resources of the City and County of San Francisco.
- ii. “Diluted Specimen” means a specimen with creatinine and specific gravity values that are lower than expected for oral fluid.
- jj. “EAP” means the Employee Assistance Program offered through the City and County of San Francisco.
- kk. “Equipment” includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee’s paid work time); any water craft; powder-actuated tools; tools; heavy machinery or equipment; underwater equipment; equipment that is used to change the elevation of the Covered Employee more than five (5) feet; any other device(s) or mechanism(s) the use of which may constitute a comparable danger to the employee or others; firearms when a firearm is required, and approved by the Appointing Officer, to be carried and used by the Covered Employee; banding tools; band-it; power tools; bucket truck; or equipment that is used to change the elevation of the Covered Employee more than five (5) feet.
- ll. “Illegal Drugs” or “drugs” refer to those drugs listed in Section 5.f. 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.
- mm. “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.
- nn. “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.
- oo. "Non-Negative Test" or "positive test" means a test result found to be Adulterated, Substituted, Invalid, or positive for alcohol or drug metabolites.
- pp. "Oral Fluid" means saliva or any other bodily fluid generated by the oral mucosa of an individual.
- qq. "Policy" means "Substance Abuse Prevention Policy" or "Agreement" attached to the parties' Memorandum of Understanding ("MOU").
- rr. "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.
- ss. "Refusal to Submit," "Refusing to Submit," "Refuse to Test," or "Refusal to Test" means a refusal to take a drug and/or alcohol test and includes, but is not limited to, the following conduct:
- i. Failure to appear for any test within a reasonable time.
 - ii. Failure to remain at the testing site until the test has been completed.
 - iii. Failure or refusal to take a test that the Collector has directed the employee to take.
 - iv. Providing false information.
 - v. Failure to cooperate with any part of the testing process, including obstructive or abusive behavior or refusal to drink water when directed.
 - vi. Failure to provide adequate oral fluid or breath samples, and subsequent failure to undergo a medical examination as required for inadequate breath or oral fluid samples, or failure to provide adequate breath or oral fluid samples and subsequent failure to obtain a valid medical explanation.
 - vii. Adulterating, substituting or otherwise contaminating or tampering with an oral fluids-specimen.
 - viii. Leaving the scene of an Accident without just cause prior to submitting to a test.
 - ix. Admitting to the Collector that an employee has Adulterated or Substituted an oral fluid specimen.
 - x. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
 - xi. Leaving work, after being directed to remain on the scene by the first employer representative, while waiting for verification by the second employer representative under section 6.I.b.
- tt. "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.

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

4. COVERED CLASSIFICATIONS

All classifications listed in Article I.A of this Memorandum of Understanding shall be subject to post-accident reasonable suspicion testing.

5. SUBSTANCES TO BE TESTED

- f. 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)

- g. 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.

- a. 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.

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

6. TESTING

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.

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.

7. TESTING PROCEDURES

I. Collection Site

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

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

II. Laboratory

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

III. Medical Review Officer (MRO)

- a. All positive drug, or Substituted, Adulterated, positive-Diluted Specimen, or Invalid Drug Test, as defined herein, will be reported to a Medical Review Officer (MRO).

The MRO shall review the test results, and any disclosure made by the Covered Employee, and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive.

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

- g. The City shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
- h. All information from a covered employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated or pursuing disciplinary action based upon a violation of this policy. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Covered Employee or as required by law.

8. RESULTS

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

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

- 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:

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

10. RETURN TO DUTY

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

work test. The SAPC will provide a written release to the appropriate department or division certifying the employee's right to return to work.

11. TRAINING

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

12. LABOR-MANAGEMENT MEETING

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

13. ADOPTION PERIOD

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

EXHIBIT A**CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE**

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

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

EXHIBIT B**REASONABLE SUSPICION REPORT FORM**

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

~Please print information~

Employee Name: _____

Department: _____; Division and Work Location: _____

Date and Time of Occurrence: _____; Incident Location: _____

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

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

Section II

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

1. SPEECH:

- ☐ Incoherent/Confused
☐ Slurred

2. BALANCE:

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

3. AWARENESS:

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

4. APPEARANCE:

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

Section III – NARRATIVE DESCRIPTION

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

~Please print information~

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

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: _____