

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN AND FOR**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**AND**

**MACHINISTS UNION, LOCAL 1414**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

**& AEROSPACE WORKERS**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190**

**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") and the Automotive Machinists Union, Local 1414, Machinists Automotive Trades District 190, International Association of Machinists and Aerospace Workers (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

**I.A. RECOGNITION**

2. The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel of 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:

7126 Mechanical Shop & Equipment Supt.  
7225 Transit Paint Shop Supervisor I  
7228 Automotive Transit Shop Supervisor I  
7232 Hetch Hetchy Mechanical Shop Supervisor  
7241 Senior Maintenance Controller  
7249 Automotive Mechanic Supervisor I  
7254 Automotive Machinist Supervisor I  
7258 Maintenance Machinist Supervisor I  
7264 Automotive Body & Fender Worker Supervisor I  
7277 City Shops Assistant Superintendent  
7305 Metal Fabricator  
7306 Automotive Body & Fender Worker  
7309 Car and Auto Painter  
7313 Automotive Machinist  
7315 Automotive Machinist Assistant Supervisor  
7322 Automotive Body & Fender Worker Assistant Supervisor  
7325 General Utility Mechanic  
7330 Senior General Utility Mechanic  
7332 Maintenance Machinist  
7337 Maintenance Machinist Assistant Supervisor  
7340 Maintenance Controller  
7381 Automotive Mechanic  
7382 Automotive Mechanic Assistant Supervisor  
7434 Maintenance Machinist Helper

**I.B. INTENT**

3. 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 City and ratification by the Board of Supervisors and the Union or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.

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4. The provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City to the extent permissible by Charter Section A8.409.

**I.C. MANAGEMENT RIGHTS**

5. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force or consideration of the merits, necessity, or organization of any service or activity provided by the City.
6. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the City's organization and operations. The City may also relieve City employees from duty due to lack of work or funds and may determine the methods, means and personnel by which the City's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

**I.D. NO STRIKE PROVISION**

7. The City will not lock out the employees who are covered by this Agreement. The Union and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

**I.E. OFFICIAL REPRESENTATIVES AND STEWARDS**

1. Official Representatives

8. The Union may select as many as two (2) employee members of such organization from the appropriate unit represented by such organization, and one additional such employee member for each 250 employees, or fraction thereof, in excess of 200 employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Director of Employee Relations or the appointing officer of a board or commission, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussion, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours shall be subject to the following:
  9. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
  10. b. No selected employee member shall leave the duty or work station, or assignment, without specific approval of the employee's department head or other authorized executive management official.

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- 11. c. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.
- 12. d. Elected Union Representatives shall be allowed to attend regularly scheduled Union caucuses for purposes of City business during normal working hours without loss of compensation. The compensation is not to exceed four hours per month per representative and shall be subject to paragraphs A, B, and C of Section I.E.

**2. Stewards**

- 13. a. The Union shall furnish the appropriate department with an accurate list of shop stewards in designated units. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing by the Union none will be recognized for that area or shift.
- 14. b. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
- 15. c. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
- 16. d. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City or departmental rule (intoxication, theft, etc.), the shop steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist in the grievance procedure.
- 17. e. Shop stewards shall not interfere with the work of an employee.
- 18. f. The Board of Supervisors encourages departments to authorize stewards to orient new employees on matters concerning employee rights under the provisions of this Agreement, other departmental Agreements if they exist, and other matters relating to their working conditions.
- 19. g. It is the policy of the Board of Supervisors that, pursuant to the rules of the Civil Service Commission, a leave of absence without pay for a reasonable time should be granted to a reasonable number of employees elected to transact union business provided that ten (10) days' written notice be given by the Union to the City.

**I.F. UNION SECURITY**

**1. Authorization for Deductions**

- 20. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the

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designated payee all sums so deducted. Upon request of the Union, the Controller agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

2. Dues Deductions

21. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two-week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. mail addressed to the Office of the Controller, 1 South Van Ness Avenue, 8<sup>th</sup> Floor, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

**I.G. AGENCY SHOP**

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

1. New Employees

23. The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

2. Service Fee

24. Upon such an event occurring, employees of the City in the particular unit or subunit, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

3. Financial Reporting:

25. Annually, the Union will provide an explanation for the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee

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before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

**4. Religious Exemption**

26. Any employee of the City in a classification described in subsection (1) hereof who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership shall, upon presentation of membership and historical objection, be relieved of any obligation to pay the required service fee. The Union shall be informed in writing of any such request.

**5. Payroll Deduction**

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

**6. Employee Lists**

28. a. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.
29. b. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.
30. c. The City agrees to provide the Union with the names, **departments** and classifications of newly hired employees. The City will provide such new employees with the "Hudson" notice prepared by the Union.

**7. Indemnification**

31. The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.

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**8. Hudson Compliance**

32. 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.H. BULLETIN BOARDS**

33. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees. Materials shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows or any other place. Posted material shall not be obscene, shall not be of a slanderous or defamatory nature or of a partisan political nature. All posted material shall be neatly displayed, and shall be removed when no longer timely. A department may remove postings if material is posted on other than authorized bulletin boards or if material posted on bulletin boards is not in compliance with this Article. Should the Department remove material from union bulletin board, a department representative will immediately notify the Union by email that it objects to the content of the posting, and the Union may request a meeting with the department to discuss the removal.

**I.I. GRIEVANCE PROCEDURE**

**1. APPLICATION**

34. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
35. a. A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in this Agreement.
36. b. **EXCLUSION OF CIVIL SERVICE MATTERS** - The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

**2. TIME LIMITS**

37. A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty-five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. Failure of the grievant to submit an appeal within the

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required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day. Unless specifically provided otherwise, all days in this Section refer to calendar days.

**3. GRIEVANCE PROCEDURE STEPS – NON-DISCIPLINARY GRIEVANCES**

38. An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

**STEP 1 – Immediate Supervisor**

39. a. If a solution, satisfactory to both the grievant and the immediate supervisor is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.
40. b. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within ten (10) calendar days of the informal discussion with the immediate supervisor, submit a Letter of Grievance - Step One, to the immediate supervisor with copies to the Appointing Authority or designee, and the Union.
41. c. The Letter of Grievance - Step One, shall contain:  
(1) The date of the informal discussion;  
(2) The date of the submission of the Letter of Grievance to the immediate supervisor;  
(3) The specific section(s) of the Memorandum of Understanding which the grievant believes has been violated;  
(4) A full and complete explanation of the circumstances of the grievance, and  
(5) The remedy sought by the grievant.
42. d. The immediate supervisor shall, within ten (10) calendar days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, with copies to the Appointing Authority or designee.
43. e. The Answer to Letter of Grievance - Step One, shall contain:  
(1) The date of receipt of the Letter of Grievance, - Step One;  
(2) The date of the submission of the Answer to Letter of Grievance - Step One, to the grievant;  
(3) A full and complete explanation of the circumstances of the grievance, and  
(4) The response to the grievance.

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**STEP 2 – Intermediate Supervisor**

44. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within ten (10) calendar days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the Appointing Authority.
45. b. The Letter of Grievance - Step Two, shall contain:
- (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step One;
  - (2) Date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor;
  - (3) The specific section(s) of the Memorandum of Understanding which the grievant believes has been violated;
  - (4) A full and complete explanation of the circumstances of the grievance, and
  - (5) The remedy sought by the grievant.
46. c. The intermediate supervisor shall, within ten (10) calendar days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant and the Appointing Authority or designee.
47. d. The Answer to Letter of Grievance - Step Two shall contain:
- (1) The date of receipt of the Letter of Grievance - Step Two,
  - (2) The date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,
  - (3) A full and complete explanation of the circumstances of the grievance, and
  - (4) The response to the grievance.

**STEP 3 – Appointing Authority**

48. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within ten (10) calendar days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the Appointing Authority.
49. b. The Letter of Grievance - Step Three, shall contain:
- (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two;
  - (2) Date of submission of the Letter of Grievance - Step Three, to the Appointing Authority;
  - (3) The specific section(s) of the Memorandum of Understanding which the grievant believes has been violated;
  - (4) A full and complete explanation of the circumstances of the grievance, and
  - (5) The remedy sought by the grievant.

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50. c. The Appointing Authority shall, within ten (10) calendar days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter at Step Three, to the grievant.
51. d. The Answer to Letter of Grievance - Step Three, shall contain:  
(1) The date of receipt of the Letter of Grievance - Step Three;  
(2) The date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant;  
(3) A full and complete explanation of the circumstances of the grievance, and  
(4) The resolution of the grievance.
52. e. Unless waived by written mutual agreement of the grievant and the Appointing Authority, a meeting is required at this step.

**STEP 4 – Employee Relations Director, Employee Relations Division**

53. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative shall, within thirty (30) calendar days of receipt of the Answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer.
54. b. Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.

**SELECTION OF THE HEARING OFFICER**

55. a. The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director. If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.
56. b. Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.

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- 57. c. It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.
- 58. d. After said hearing or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.
- 59. e. The decision of the hearing officer shall be final and binding upon the parties.
- 60. f. The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution, or the Memorandum of Understanding ratified by the Board of Supervisors. Further, the hearing officer shall have no power to amend, or recommend an amendment of a Board of Supervisors ratified Memorandum of Understanding, Ordinance, or Resolution.
- 61. g. Each party, (employee, group of employees, or the Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter, if any, shall be borne and paid in full by the losing party. In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter, if any, shall be determined on a proportional basis by the hearing officer.

**4. STEPS OF THE PROCEDURE – DISCIPLINARY GRIEVANCES**

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

**STEP 1 – Appointing Authority**

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

**STEP 2 – Employee Relations Division**

- 64. b. The Union may appeal the Appointing Officer's response to the Employee Relations Director at the Employee Relations Division ("ERD"), in writing within ten (10) days. ERD may convene a grievance meeting within twenty (20) days with the grievant and the grievant's union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting, or if none is held within twenty (20) days of receipt of the appeal.

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STEP 3 – Arbitration

65. c If the Employee Relations Director’s response is unsatisfactory, the Union may file a written appeal to arbitration. The appeal must be filed with ERD no later than fifteen (15) days following issuance of the Step 2 response.
66. d. Arbitrators shall be selected in the same manner as in non-disciplinary grievances.

Expedited Arbitration

67. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and contract interpretation grievances 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 arbitration process; however, by mutual agreement, the parties may move such matters out of the expedited arbitration process to regular arbitration procedures provided herein.
68. 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. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
69. 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.
70. 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.

Authority of the Arbitrator

71. 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 Arbitration

72. 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. The party making such a request shall be solely responsible for the cost. All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party

**ARTICLE I – REPRESENTATION**

at the hearing. If such individuals are employees of the City, they shall be compensated at their usual rate of pay for any time spent traveling to or from, and attending the arbitration hearing.

Hearing Dates and Date of Award

73. The parties shall make their best efforts to schedule hearings within thirty (30) days of selection of an arbitrator. Awards shall be due with thirty (30) 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.

“Skelly” Rights

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

5. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

75. An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.
76. In those grievances in which the employee represents himself/herself, or arranges for representation by other than the recognized exclusive representative as set forth above, the Department shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the recognized exclusive representative determines that such an inconsistent resolution or award has been made, the recognized exclusive representative, on its own behalf, may file a grievance at Step Three (3) for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the recognized exclusive representative, the recognized exclusive representative may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

**ARTICLE I – REPRESENTATION**

**I.J. WORKFORCE REDUCTION**

77. 1. Obligation to Meet & Confer on Employee Workloads - The City and Union acknowledge that there had been and may continue to be a reduction in the city workforce primarily as a result of reduced revenue and inflation.
78. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
79. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relations Division, with any reproduction costs above single copies to be paid by the Union.
80. 2. Advance Notice of Pending Layoffs - Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to "as needed" or intermittent employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

**I.K. MINIMUM NOTICE FOR DISPLACEMENTS**

81. 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.

**I.L. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES**

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

**I.M. BARGAINING UNIT WORK**

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

**I.N. APPRENTICESHIP PROGRAM**

84. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs. The specific provisions of the apprenticeship programs shall be subject to agreement between the City, the Civil Service Commission (where appropriate), and the Union. Each apprenticeship program, however, shall contain at least the following terms:

**ARTICLE I – REPRESENTATION**

85. 1. Subject to the ratios established by the apprenticeship program, the City, at its own discretion, may choose to fill any vacancy with either a journey-level worker or an apprentice; and
86. 2. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the top step or flat rate, whichever is applicable, of the journey-level class.
87. The following journey level classes (“Apprenticeable Classes”) shall be eligible for an apprenticeship program:
- 7306 Automotive Body and Fender Worker
  - 7309 Car and Auto Painter
  - 7313 Automotive Machinist
  - 7332 Maintenance Machinist
  - 7381 Automotive Mechanic

**I.O. JOINT LABOR MANAGEMENT COMMITTEE**

88. Within thirty (30) days of the ratification of this Agreement, parties will convene a Joint Labor Management Committee with equal representation from both the City and the Union.
89. 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.
90. The parties agree that the policies and procedures concerning protective footwear and prescription safety glasses, including frequency and voucher amounts will be a priority subject of discussion during the JLMC meetings for FY 2012-2013.
91. The Joint Labor Management Committee shall meet as needed. Furthermore, the parties agree that the Committee is specifically empowered to establish such subcommittees as may be needed to consider and recommend solutions to workplace issues and concerns.

*ARTICLE II – EMPLOYMENT CONDITIONS*

**ARTICLE II - EMPLOYMENT CONDITIONS**

**II.A. NON-DISCRIMINATION**

92. The City and the Union agree that this Agreement shall be administered in a non-discriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or non-membership; nor shall a person be subject to sexual harassment. The City shall expedite the handling of complaints of sexual harassment pursuant to the Civil Service rules and Section 16.9-25 of the Administrative Code.

**II.B. PERSONNEL FILES**

93. 1. 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 two (2) years shall be "removed" to the extent permissible by law, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
94. 2. 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.
95. 3. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.
96. 4. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon request.
97. 5. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
98. 6. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author.
99. 7. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the field.

**ARTICLE II – EMPLOYMENT CONDITIONS**

100. 8. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.

**II.C. REIMBURSEMENT OF PERSONAL EXPENSES**

101. An employee who qualifies for reimbursement of damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to an appropriate reimbursement no later than ninety (90) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

**II.D. TEMPORARY VACANCIES**

102. The filling of temporary vacancies, in the absence of an eligibility list, shall be filled on a seniority basis, subject to the requirement that an individual possess the ability to perform the duties of the vacant position.

**II.E. LEAVES OF ABSENCE**

103. Pursuant to Charter Section A8.409-3, leaves of absences shall be governed by Civil Service Commission leaves of absence rule except where modified by this Agreement. Only those matters subject to negotiation and arbitration pursuant to Charter Section A8.409 *et seq.* shall be subject to grievance or arbitration pursuant to this Agreement.

**II.F. SUBCONTRACTING**

Subcontracting of Work - City Charter 10.104

1. "Prop J." Contracts:

104. 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.
105. 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.
106. 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;

**ARTICLE II – EMPLOYMENT CONDITIONS**

- (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;

107. 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.

2. Advance Notice to Unions on Personal Services Contracts

108. 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.

109. b. If the Union wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after the Union’s receipt of the department’s notice.

110. 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.

111. 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.

112. 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 Employee Organizations of the Construction/Maintenance or Job Order Contracts

113. a. At the time the City issues an invitation for a Construction Bid and Specifications, the City shall notify the Union and copy the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.

## **ARTICLE II – EMPLOYMENT CONDITIONS**

114. 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.
115. 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.
116. d. The City agrees to provide the San Francisco Building Trades Council 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.G. PROBATIONARY PERIOD**

117. The probationary period, as defined and administered by the Civil Service Commission ("Probationary Period") shall be as follows:
- 2080 hours for all new employees;
  - 1040 hours for all promotive appointments;
  - 520 hours for all other job changes, including but not limited to transfers and bumping.
118. These provisions are not intended to apply to shift bidding procedures.
119. A Probationary Period may be extended by mutual agreement, in writing, between the Union and the City.

### **II.H. LOSS OF COMMERCIAL DRIVER'S LICENSE DUE TO OFF-DUTY EVENT(S)**

120. The City will make every effort to accommodate employees who temporarily do not hold a required commercial driver's license, except in cases involving driving under the influence or reckless driving. Accommodation pursuant to this section is intended to refer to shift assignment only.

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

**III.A. WAGES**

121. All members of the bargaining unit will receive the following base wage increases:

Effective October 11, 2014: \_\_\_\_\_ 3%

Effective October 10, 2015 \_\_\_\_\_ 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as  $(2.00\% < \text{CPI-U} < 3.00\%) + 0.25\%$ , 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.

121a. Effective July 1, 2014, represented employees in classification 7313 Automotive Machinist shall receive a one-time wage adjustment of \$.40 to their hourly base wages.

121b. Effective October 11, 2014, represented employees in classifications 7306 Automotive Body and Fender Workers and 7309 Car and Auto Painters shall receive a one-time wage adjustment of an additional one percent (1%) to their base wages.

Effective July 1, 2013 \_\_\_\_\_ 1%

Effective January 4, 2014 \_\_\_\_\_ 1%

Effective March 29, 2014 \_\_\_\_\_ 1%

122. Wage adjustments shall be effective in the pay period closest to the effective dates. All base wage increases shall be rounded to the nearest salary schedule.

**III.B. WORK SCHEDULES**

1. \_\_\_\_\_ Hours

123. A regular work shift is a tour of duty consisting of eight (8) hours. The lunch period shall be in the middle of the shift and shall be one (1) hour unless otherwise agreed. Forty (40) hours shall constitute a regular week's work of five (5) consecutive days from Monday through

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

Friday and Tuesday through Saturday, or, for the Municipal Railway and Hetch Hetchy only, a consecutive Sunday through Thursday schedule may be implemented and any five (5) consecutive days.

124. Any work shift starting between 6 a.m. and 9 a.m. shall be considered the day shift. Any work shift commencing between the hours of 9:01 a.m. and 5:59 p.m. shall be considered “shift two,” a night/swing shift, and Employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. Any subsequent shift starting at 6:00 p.m. and 5:59 a.m. shall be considered “shift three,” a midnight/graveyard shift, and shall be paid fifteen percent (15%) above the regular day rate.
125. The City shall give at least one week’s notice to the employee of a shift (or start time) change, whether the change is from one shift (or start time) to another shift (or start time) or a change in days off, or a combination of both. The change shall occur no more than once every six months for any individual employee covered by this agreement unless mutually agreed to by the City, the union and the employee. There shall be no shift change made to avoid holiday pay.

2. Voluntary Reduced Work Week

126. Employees, subject to approval by the Appointing Officer or designee, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

3. Voluntary Time off Program ("VTOP")

127. The mandatory furlough provisions of Civil Service Commission Rules shall not apply to covered employees.
128. a. General Provisions: Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
129. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.
- b. Restrictions on Use of Paid Time Off while on Voluntary Time Off
130. (1) All voluntary unpaid time off granted pursuant to this section shall be without pay.
131. (2) Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time

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off credits, floating holidays, training days or any other form of pay for the time period involved.

132. (3) Duration and Revocation of Voluntary Unpaid Time Off - Approved voluntary time off taken pursuant to this section may not be change by the appointing officer without the employee's consent.

4. Work Schedules Other than Monday Through Friday

133. Regularly scheduled workweek that includes Saturday work currently paid at time and one half will have Saturdays paid at one and one-quarter times the straight time pay. This does not apply to the Municipal Railway or its current practices, and only affects shifts currently in effect.

**III.C. ADDITIONAL COMPENSATION**

1. NIGHT DUTY

134. Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift, and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above their regular day rate. The employer shall give at least one (1) weeks' notice to the employee of the change of shift work. There shall be no shift change made to avoid holiday pay.

2. UNDERWATER DIVING PAY

135. Employees shall be paid \$10.00 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.

3. HEAVY EQUIPMENT PREMIUM

136. Employees in Class 7381 assigned to work on vehicles over one (1) ton shall be paid a Heavy Vehicle Premium of one dollar and twenty-five cents (\$1.25) ~~forty five cents (\$0.45)~~ per hour. Employees shall be paid a minimum of four (4) hours' Heavy Vehicle Premium when assigned to work on heavy vehicles four (4) hours or less. Employees shall be paid eight (8) hours' Heavy Vehicle Premium when assigned to work on heavy vehicles for more than four (4) hours or shall be paid for all hours actually worked on heavy vehicles, whichever is greater.

4. AUXILIARY EQUIPMENT PREMIUM

137. Employees in class 7313 shall receive a premium of \$0.45 per hour when assigned to work on Auxiliary Equipment or Heavy Component Overhaul. "Auxiliary equipment" is defined as vehicle components other than engines, transmissions, brakes, suspension, steering, and parts thereof, and any systems and components contained in the cab or chassis of a vehicle. "Heavy Component Overhaul" is defined as complete disassembly, inspection, rebuilding/machining, reassembly and testing of the following components: Engines, Transmission, Differentials, and Wheel Chair assemblies.

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

138. Employees shall be paid a minimum of four (4) hours' Auxiliary Equipment Premium when assigned to work on Auxiliary Equipment or perform Heavy Component Overhaul work four (4) hours or less. Employees shall be paid eight (8) hours' Auxiliary Equipment Premium when assigned to work on Auxiliary Equipment or perform Heavy Component Overhaul work for more than four (4) hours or shall be paid for all hours actually worked on Auxiliary Equipment or Heavy Component Overhaul, whichever is greater.

**5. CERTIFIED WELDER PAY**

139. 7325 General Utility Mechanics that are Certified Welders shall be paid ten dollars (\$10.00) per hour above base hourly rate, exclusive of any additional compensation for other assignments, when assigned to and actually engaged in duties and operations requiring certified welding.

**6. CALL BACK PAY**

140. Employees called back to their work locations (except those at remote locations where city supplied housing has been offered, or are otherwise compensated) shall be granted a minimum of four (4) hours' pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's work day shall not be adjusted to avoid the payment of this minimum.

**7. ACTING ASSIGNMENT PAY**

141. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay after the tenth (10) consecutive workday; after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.
142. 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 schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

**8. HETCH HETCHY SUNDAY PREMIUM**

143. At Hetch Hetchy only, when Sunday is worked as part of the scheduled forty (40) hour work week, it shall be paid at the straight-time rate, with an additional premium of ninety-four percent (94%) of one-half the base rate. No more than fifteen (15) employees shall be assigned the Sunday through Thursday work week. No more than twenty-five (25) employees shall be assigned to work Saturday and Sunday as part of the scheduled forty (40) hour work week and said twenty-five (25) employees shall be paid a 12.5% premium in addition to their regular day's pay for work on Saturday and ninety-four percent (94%) of one-half of the base rate for work on Sunday.

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

144. Such assignments shall be made first on a voluntary, seniority basis followed by assignment on the basis of inverse seniority. Shift assignments shall be made for periods of six (6) consecutive months.
145. It is further understood and agreed that the seniority selection procedure shall be implemented by starting at the top of the seniority roster and working down on a voluntary basis and, if the shifts are not filled through a voluntary basis, then they are to be assigned by applying inverse seniority.
146. It is further understood and agreed that Sunday and holiday work will be permitted only to the extent of insuring continued operation and availability of equipment. No major work will be performed on Sundays or holidays unless equipment conditions so require.

**9. SUPERVISORY DIFFERENTIAL ADJUSTMENT**

147. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
148. 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.
149. b. 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 Civil Service Commission.
150. c. The supervisor has completed a probationary period in a civil service class and holds permanent status to a full-time position.
151. 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.
152. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
153. f. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
154. If the application of this section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor, covered

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

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 section are also met.

- 155. g. 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.
- 156. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Human Resources Department not later than the end of the current fiscal year.
- 157. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 10% or 2 full steps over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Department may again review the circumstances and may grant an additional salary adjustment not to exceed 10% or 2 full steps.
- 158. i. It is the responsibility of the appointing officer immediately to notify the Human Resources Director 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 with the Human Resources Director.

~~10. — RETIREMENT RESTORATION PAYMENT~~

- 159. ~~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.B.3.b. of the parties' 2006-2012 Agreement, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the unpaid furloughs described in Section III.B.3.b. 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).~~

**II.D. OVERTIME**

- 160. Overtime shall be distributed equally among employees covered by this Agreement. Any time worked by an employee in excess of: (a) forty hours per city work week for weekly overtime, or (b) in excess of the regular or normal work day, either prior to or after the regularly assigned shift for daily overtime, shall be designated as overtime and shall be compensated at one-and-one-half times the regularly assigned shift base hourly rate which may include a night differential, if applicable. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment. 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) workdays to determine whether sick leave was used. Subject to the above, employees working on their regular days off shall be guaranteed eight (8) hours' work or pay therefore at time-and-one-half.

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

161. Employees working on any holiday specified in this agreement shall be guaranteed eight (8) hours' work or pay therefore at time-and-one-half in addition to the pay for the holiday. Employees working either on a RDO or holiday shall be compensated at the assigned shift rate of that particular day, regardless of their regularly assigned shift rate, which may include a night differential if applicable.
162. An employee shall not be eligible for voluntary overtime assignment if there has been sick pay or disciplinary time off on the preceding workday, or if sick pay or disciplinary time off occurs on the workday following the last overtime assignment. However, if the employee is not eligible for overtime assignment, the management may assign the employee for overtime and compensate at the overtime rate.

**III.E. HOLIDAYS**

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

164. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
165. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States is a holiday.

**1. HOLIDAYS THAT FALL ON A SATURDAY**

166. For those employees whose normal work week is Monday through Friday, 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 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.

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

**2. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY**

167. Employees assigned to seven (7) day operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. 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.
168. 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 employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or fewer holidays than an employee on a Monday through Friday work schedule.

**3. HOLIDAY PAY FOR EMPLOYEES LAID OFF**

169. 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.

**4. FLOATING HOLIDAYS**

170. Employees are granted five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays may be carried forward from one fiscal year to the next with the approval of the Appointing Officer. No compensation of any kind shall be earned or granted for floating holidays not taken.
171. ~~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 above paragraph.~~

**5. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

172. Employees who are terminated from City employment and at such time have at least six (6) months of continuous service with the City in the current calendar year and who have not taken a floating holiday in said period shall be entitled to be paid for one floating holiday upon termination. Employees who are terminated from employment with the City and at such time have at least ten (10) months of continuous service in the current calendar year and who have not taken either of the floating holidays, shall, upon termination of

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

employment, entitled to be paid for said floating holidays. If one floating holiday has already been taken, the employee with ten (10) continuous months of service shall be entitled to be paid for the remaining two.

#### **III.F. TIME OFF FOR VOTING**

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

#### **III.G. STATE DISABILITY INSURANCE (“SDI”)**

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

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

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

#### **III.I. WORKERS’ COMPENSATION**

176. Employee supplementation of workers’ compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers’ compensation leave shall be drawn only from an employee’s paid leave credits including vacation, sick leave balance, or other paid leave as available.

177. 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.

#### **III.J. HEALTH BENEFIT CONTRIBUTIONS**

##### **1. EMPLOYEE HEALTH CARE**

178. The level of the City's contribution to employee health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428.

179. Any contributions the City makes 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.

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

**2. MEDICALLY SINGLE EMPLOYEES**

180. ~~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) who enroll in health plans other than City Plan, the City shall contribute all of the premium for the employee's own health care benefit coverage. For all employees enrolled in the City 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 single/Employee Only enrollees. Employees who elect to enroll in the City Plan in this category must pay the difference between the capped amount of the City Plan described above and the cost of City Plan coverage in the medically single/Employee-Only category.~~
181. Effective January 1, 2014 **through December 31, 2014**, for "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City's premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution," one hundred percent (100%) of the premium.
182. For the period January 1, 2014 through December 31, 2014 only, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan. Thereafter, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan for such employees.
183. The provisions in paragraphs 182 and 183 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.

**3. DEPENDENT HEALTH CARE PICK-UP**

184. **From July 1, 2014 to December 31, 2014, the** The City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.
- 184a. 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:**

ARTICLE III – PAY, HOURS AND BENEFITS

Employee Only:

184b. 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.

Employee Plus One:

184c. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

Employee Plus Two or More:

184d. 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.

Contribution Cap

184e. 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.

Average Contribution Amount

184f. For purposes of this agreement, and any resulting agreements under paragraph 181, 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.

Medically Single Employees Outside of Health Coverage Areas

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**184g. The provisions in paragraph 182 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.**

**Other Agreements**

**184h. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model to the Union as a substitute.**

**3.1. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND**

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

**4. DENTAL COVERAGE**

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

187. For the term of this Agreement, the City will cover the cost of the employee and family dependents coverage under the City’s dental program.

188. Notwithstanding the paragraph above, effective January 1, 2013, 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.

**5. CONTRIBUTIONS WHILE ON UNPAID LEAVE**

189. 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.K. RETIREMENT**

190. Represented employees agree to pay their own employee retirement contribution to SFERS pursuant to the City Charter. 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**

191. Any City pick-up of an employee's retirement contribution 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.
192. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.
193. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

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

194. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
195. 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.
196. All such seminars must be located within the Bay Area.
197. This section shall not be subject to the grievance procedure.

#### **III.L. VACATIONS**

198. 1. Definitions - "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.
199. 2. Award and Accrual of Vacation - Beginning with the first full pay period after the effective date of this agreement, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.
200. An employee does not accrue vacation allowance in the first year of continuous service; however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.

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

- 201. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
- 202. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
- 203. The maximum number of vacation hours an employee may accrue consists of two-hundred forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement, which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

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

**III.M. VACATION SCHEDULING**

- 204. Each department will continue its current practice for the duration of this Agreement. Any changes in vacation scheduling will be subject to meet and confer with the Union.

**III.N. VOLUNTEER/PARENTAL RELEASE TIME**

- 205. Represented employees shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
- 206. 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 through 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.O. LONG TERM DISABILITY**

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

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

**III.P. CLASS A AND B DRIVER’S LICENSE RENEWAL REIMBURSEMENT**

208. For the duration of this agreement, employees who have been employed for six (6) months or more in a 1414 classification and are required to obtain and maintain a California Class A or Class B Driver’s License and /or endorsement as a condition of employment, shall be reimbursed for the fees that are required to obtain or renew such license no later than ninety (90) days after submitting verification of fees paid. The employee must submit the required documentation for reimbursement no later than six (6) months from when the fees were charged.

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

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

## ARTICLE IV - WORKING CONDITIONS

### IV.A. HEALTH AND SAFETY

210. 1. The City acknowledges its responsibility to provide safe, healthful work environments for City employees.
211. 2. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the supervisor and explain why he/she believes it is unsafe. If the department agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.
212. 3. If the department and the employee, or his/her designated representative, do not concur, the potentially hazardous condition shall be evaluated by the departmental Occupational Safety and Health (OSH) staff, or a member of the Department of Public Health's OSH Program staff, if the Department does not have professional OSH staff.
213. 4. Such evaluation shall be performed by appropriate health and/or safety staff (6141 OSH Manager; 6139 Senior Industrial Hygienist; 6138 Industrial Hygienist; 5177 Safety Officer; 6130 Safety Analyst) by close of business the next business day.
214. 5. In the event that either the employee or the Union disagrees with the evaluation of the three (3) person panel, they may appeal to a neutral arbitrator for an expedited hearing; the arbitrator shall be selected in advance and may be an outside (non-City) health and safety expert.
215. 6. Upon request, the City shall provide the Union departmental lists on a quarterly basis containing the vital information on all work-related injuries and illnesses. Vital information shall include the nature of the illness or injury, dates, time lost, corrective action, current status of employee and work location.

### IV.B. SAFETY EQUIPMENT

216. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
217. For employees in classifications covered by the terms of this MOU, the City agrees to provide prescription safety glasses at a cost not to exceed \$150.00 per year per employee in compliance with Cal-OSHA regulations.

**217a. For employees in classifications covered by the terms of this MOU, the City agrees to provide each employee with safety footwear once a year in compliance with Cal-OSHA and ANSI standards and regulations, at a cost not to exceed \$200.00 per employee. It**

**ARTICLE IV – WORKING CONDITIONS**

**is understood that if this footwear should become worn out or unserviceable, it shall be replaced in accordance with the standards set above.**

**IV.C. ASSAULT DATA**

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

**IV.D. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS**

219. 1. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.

220. 2. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

221. a. Breaks - Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedules do not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours of work.

222. b. Physical Plant - The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

223. (1) Where necessary, effective glare screens shall be affixed to the front of such machines;

224. (2) Adjustable chairs, footrests and tables shall be provided to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;

225. (3) Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;

226. (4) Prior to the acquisition of additional or re-placement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.

#### **ARTICLE IV – WORKING CONDITIONS**

227. c. Inspection of Machines - The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

#### **IV.E. PREGNANCY**

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

#### **IV.F. PROTECTIVE COVERALLS**

229. For employees working in classifications covered by the term of this Agreement, the City agrees to provide one clean pair of protective coveralls (or work pants **and shirts**) each working day to each employee. The employee may choose to receive overalls/coveralls or work pants **and shirts**. The cost of coveralls (or work pants **and shirts**) and laundering of the same shall be paid by the City. The employee is responsible for safeguarding coveralls (or work pants **and shirts**) issued to him/her and will be held responsible for the un-depreciated value of any coveralls lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen coveralls. Responsibility for losses of individual sets of coveralls (or work pants **and shirts**) will be determined by the worker's supervisor on a case-by-case basis.
230. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and his/her appointing officer.
231. The City agrees to provide one clean pair of protective coveralls, bib-overalls, or work pants **and shirts** each working day to each represented employee in a machinist job code. The employee may choose to receive overalls/coveralls or work pants **and shirts**. The option for bib-overalls, coveralls, or work pants **and shirts** shall be given once a year. The cost of the bib-overalls, coveralls, or work pants **and shirts** and laundering of the same shall be paid by the City. The employee is responsible for safeguarding bib-overalls, coveralls, and/or work pants **and shirts** issued to him/her and will be held responsible for the un-depreciated value of any issued items lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen bib-overalls, coveralls, or work pants **and shirts**. Responsibility for loss of individual sets of bib-overalls, coveralls, or work pants **and shirts** will be determined by the worker's supervisor on a case-by-case basis.

#### **IV.G. FOUL WEATHER GEAR**

232. Employees working in classifications covered by the terms of this Agreement shall not be required to perform their normal work duties in the rain, **cold or foul weather** without being provided adequate foul weather gear, which may include insulated, reflective rain

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gear, bib overalls, rubber boots and parkas with hoods. Employees shall receive replacement foul weather gear as necessary.

233. HETCH-HETCHY ONLY – The City will provide insulated boots and insulated coveralls to employees assigned to work in snowing and freezing conditions.

**IV.H. TOOL INSURANCE**

234. The City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools and/or tool storage units subject to the following conditions:

235. 1. These provisions shall apply when an employee's tools and/or tool storage units are lost or damaged due to fire or theft by burglary while the tools are properly on City property, being transported in a City vehicle, or being used by the employee in the course of City business;

236. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location;

237. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of his/her tools and/or tool storage units to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools and/or tool storage units not enumerated on said list shall not be governed by these provisions.

238. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools and/or tool storage units. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.

239. 5. In case of theft, the following procedures shall be followed in perfecting a claim:

240. a. The employee shall submit a written statement made under penalty of perjury of the tools and/or tool storage units stolen to his/her appointing officer, the local police department and the Union.

241. b. The statement must contain the member's name, location and details of loss, date of loss and date reported to the police.

242. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave, in which case the employee shall have five (5) days from the date of his/her return to report the loss.

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243. 6. In case of damage due to fire, the requirements of subsection "E" above shall be followed with the exception that verified reports need not be filed with the police.
244. 7. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "Loss" is defined as the total dollar amount of tools and/or tool storage units of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) and/or tool storage units minus ten dollars (\$10.00).
245. 8. The replacement cost for tools and/or tool storage units governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools and/or tool storage units shall be replaced by those of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.
246. 9. The City, at its own expense, shall arrange with the San Francisco Police Department or another source of its choice to have all tools of the employees marked with identification information. Tools and/or tool storage units which are not so marked or identified shall not be included within the coverage of this Section, and if the City has not marked the tools, the tools will be covered.

Annual Tool Allowance

247. 10. Employees subject to the provisions of IV.H Tool Insurance shall also be provided with an annual tool allowance of ~~\$600.00~~400.00. The tool allowance will be paid annually, in September. ~~In September 2008, this allowance will increase to \$500.00. Effective September 2012, the annual tool allowance will increase to \$550.00.~~
248. To qualify for the tool allowance, an employee must have worked the preceding twelve (12) months in a City department.
249. Within six (6) weeks after payment of the tool allowance employees must submit an updated inventory as described in paragraph 237 to management which will be used for the purpose of establishing each employee's current inventory in case of insurance claims due to tool loss or destruction.

**IV.I. TRAINING**

250. Subject to available budgeted funds, Departments are encouraged to provide training for covered employees.
251. Access to training/educational opportunities will be made available equitably to employees covered by this Agreement in order to increase the capacity of an employee to perform his/her job and to update skills for all electronic, mechanical, and new technology.

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**IV.J. EMPLOYEE TRAINING AND TUITION REIMBURSEMENT PROGRAM**

252. The City shall establish and maintain a four thousand dollar (\$4,000.00) fund for the purposes of an employee training (including apprenticeship) and tuition reimbursement program for reimbursement of up to six hundred dollars (\$600.00) per member during each fiscal year, subject to the policies and procedures of the Department of Human Resources.

**IV.K. MEAL PROVISION – HETCH-HETCHY ONLY**

253. 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.

**IV.L. SUBSTANCE ABUSE PREVENTION POLICY**

254. Attached as Appendix B is the Substance Abuse Prevention Policy.

**IV.M. DIRECT DEPOSIT OF PAYMENTS**

**254a. 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.**

**254b. 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.**

**254c. 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.**

**254d. 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.**

**254e. 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;**

*ARTICLE IV – WORKING CONDITIONS*

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;

254f. 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.

254g. 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.

254h. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

254i. The parties mutually agree that employees may print out pay advices during work hours.

**ARTICLE V - SCOPE**

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

**V.A. SAVINGS CLAUSE**

256. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or as conflicting with subsequently enacted legislation, by any decree of a court, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

**V.B. ZIPPER CLAUSE**

257. 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.

258. Pursuant to the Zipper Clause provision in the 1997–2001 MOU, the parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

**CIVIL SERVICE RULES/ADMINISTRATIVE CODE**

259. 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.

**V.C. DURATION OF AGREEMENT**

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

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

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

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

\_\_\_\_\_  
Arthur Gonzalez  
Business Representative  
Machinists Automotive Trades  
Local Lodge 1414

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

\_\_\_\_\_  
Laurie Juengert  
Chief Negotiator

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

\_\_\_\_\_  
By: Elizabeth Salvesson  
Chief Labor Attorney

## **Side Letter to the Memorandum of Understanding**

Local 1414 recognizes that reduction in salary is an available form of discipline.

By Mutual Agreement between the City and the Union, in lieu of an unpaid suspension, the parties may agree to a temporary reduction in pay by reducing an employee's pay by 5%. The duration of such pay reduction shall correspond to the length of the suspension that would have otherwise been served.

**APPENDIX A**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**AUTOMOTIVE MACHINISTS, LOCAL 1414**  
**PAST PRACTICES**

The following rules cover all shop and field personnel covered by the collective bargaining agreement:

**MEAL PERIOD, CLEAN-UP, AND BREAKS**

The unpaid meal period shall be thirty (30) minutes.

Each covered employee shall be provided with a ten (10) minute clean-up time prior to the meal period and a ten (10) minute clean-up time prior to the end of a shift.

Rest periods shall be one (1) fifteen minute break approximately mid-morning and one (1) fifteen minute break approximately two (2) hours after lunch or at approximately the sixth (6<sup>th</sup>) hour into the shift.

**LOCKERS**

Lockers and a locker change room will continue to be made available at work locations where they are currently provided.

**PARKING**

Assigned parking provided at work locations where it is currently provided as available.

**EMPLOYEE FACILITIES**

Lunch break areas with tables, chairs, stove, refrigerator, microwave, coffee maker, sink, and dishwashing area will continue at work locations where they are currently provided.

Candy and soda machines will continue at work locations where they are currently available, subject to third party (vendor) involvement.

Coffee truck service at breaks and meal period will continue as currently available, subject to third party (vendor) involvement.

Bottled water provided at all fixed locations.

Showers will continue to be available at work locations where they are currently provided.

The City will pay for the repair or replacement of any power or pneumatic tools, personally owned by an employee, when the Department requires the employee to provide said tools.

The City will provide any specialty or custom tools required by the Department.

**Lunch and Break Policy for Hetch-Hetchy Water and Power as follows:**

**Rest Breaks:** Two fifteen minute breaks per eight-hour shift. To be taken at two and six hours after start of shift (exceptions, see emergency road crews below).

**Break:** One 30 minute lunch period per eight hour shift. Lunch breaks to be scheduled four hours after start of shift or within a five hours period if deemed appropriate by department General Foreman. (exceptions: see emergency road crews below)

**Conduct During Breaks:** All breaks shall be taken within the vicinity of the work area. Shop personnel shall confine break activities to allow for return to work after fifteen minutes has elapsed.

Field personnel shall take breaks in the immediate vicinity of work areas, no special travel to restaurants, coffee chops, etc, shall be made for the sole purpose of taking breaks. Employees who wish to partake of refreshments during their break shall transport same to site in appropriate food and beverage containers.

**Lunch Breaks:** Employees shall take lunch breaks within an area that allows for reasonable contact (five minutes or less) in the event of a trouble call. Employees shall not be limited in the location of lunch breaks (exceptions taverns, bars, etc.) so long as their whereabouts are known. Transportation to restaurants, stores etc. for the sole purpose of taking lunch break is prohibited.

When occasioned by an emergency road call or scheduled work project or for any other reason where road crews are working in an area that does not provide access to restaurants, stores, etc, employees shall bring their lunch in portable food and beverage containers.

**Emergency Road Crews:** Breaks to be scheduled two hours after start of shift and six hours after start of shift. When breaks are interrupted by trouble calls, breaks shall be taken as soon as possible after trouble call has ended.

If the first break in a shift cannot be taken due to an interruption by a trouble call occurring one-half hour before the start of the lunch break, then the start of the first break may be deferred until fifteen minutes prior to the lunch break, and the first break and the lunch break may be taken consecutively.

**Lunch Breaks:** Emergency crews shall have scheduled lunch breaks. Lunch breaks interrupted by trouble call may be resumed after trouble has been serviced. Lunch breaks that cannot be resumed shall be compensated at overtime rates if the employee works over eight hours during that shift. All other rules as covered above under lunch breaks shall be in effect.

***APPENDIX B***

The department is authorized to amend any and all of the above past practices where such action is deemed by the department management to be in the best interest of the city, subject to meet and confer.

**APPENDIX B**  
**SUBSTANCE ABUSE PREVENTION POLICY**

**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 the job and, by doing so, protecting the health and safety of employees, co-workers, and the public.
- b. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.
- c. The City is committed to 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.
- b. Any employee, regardless of how his/her position is funded, who has been convicted of any drug/alcohol-related crime that occurred while on City business or in City facilities, must notify his/her department head or designee within five (5) days after such conviction. Failure to report within the time limitation shall subject the employee to disciplinary action, up to and including termination.

**3. DEFINITIONS**

- a. "Accident" (or "Post Accident") means an occurrence associated with the Covered Employee's operation of equipment or the operation of a vehicle (including, but not limited to, any City owned or personal vehicles) used during the course of the Covered Employee's work day if, as a result:
  - (1) There is a fatality, loss of consciousness, medical treatment required beyond first aid, medical transport, or other significant injury or illness diagnosed or treated by a physician, paramedic or other licensed health care professional; or
  - (2) With respect to an occurrence involving a vehicle, there is disabling damage to a vehicle as a result of the occurrence and the vehicle needs to be transported away from the scene by a tow truck or driven to a garage for repair before being returned to service; or

**APPENDIX B**

- (3) With respect to an occurrence involving equipment, there is damage to the equipment equivalent to the above.
- b. “Adulterated Specimen” means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
  - c. “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weights alcohol including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)
  - d. “Cancelled Test” means a drug or alcohol test that has a problem identified that cannot be or has not been corrected or which otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.
  - e. “City” or “employer” means the City and County of San Francisco.
  - f. “Collector” means the staff of the collection facility under contract with the City and County of San Francisco’s drug testing contractor.
  - g. “Covered Employee” means an employee in a represented classification covered by this Appendix.
  - h. “CSC” means the Civil Service Commission of the City and County of San Francisco.
  - i. “Day” means working day, unless otherwise expressly provided.
  - j. “DHR” means the Department of Human Resources of the City and County of San Francisco.
  - k. “Diluted Specimen” means a specimen with creatinine and specific gravity values that are lower than expected for human urine.
  - 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 to the Covered Employees by a duly licensed healthcare provider. Section 8.a. lists the illegal 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 thresholds 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.

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- n. “Invalid Drug Test” means the result of a drug test for a urine 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.
- o. “MRO” means Medical Review Officer who is a licensed physician is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.
- 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 Auto Machinists Local 1414.
- r. “Policy” means “Substance Abuse Prevention Policy” or “Agreement” between the City and County of San Francisco and the Union and attached to the parties’ Memorandum of Understanding (“MOU”).
- 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. “Refusal-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:
- Failure to appear for any test within a reasonable time.
  - Failure to remain at the testing site until the test has been completed.
  - Failure or refusal to take a first or second test that the Collector has directed the employee to take.
  - Providing false information.
  - Failure to cooperate with any part of the testing process, including obstructive or abusive behavior or refusal to drink water when directed.
  - Failure to provide adequate urine or breath and subsequent failure to undergo a medical examination as required for inadequate breath or urine, or failure to provide adequate breath or urine and subsequent failure to obtain a valid medical explanation for the inadequate breath or urine condition.
  - Adulterating, Substituting or otherwise contaminating or tampering with a urine specimen.
  - Leaving the scene of an Accident without just cause prior to submitting to a test.
  - Admitting to the collector that an employee has Adulterated or Substituted a urine specimen.
  - Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- u. “Substance Abuse Prevention Coordinator” means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction

## APPENDIX B

counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

- v. "Split Specimen" means a part of the urine specimen 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.
- w. "Substituted Specimen" means a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine which shall be deemed a violation of this policy and shall be processed as if the test results were positive.

### 4. COVERED CLASSIFICATIONS

All the employees in the classifications listed in Article I.A of the Memorandum of Understanding shall be subject to Reasonable Suspicion and Post-Accident testing under this Policy. Employees in classifications covered under the Department of Transportation (DOT) regulations shall be excluded under this Policy.

### 5. SUBSTANCES TO BE TESTED

- a. The City shall test, at its own expense, for alcohol and/or the following controlled substances for Reasonable Suspicion and Post-Accident:

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

- b. Prescribed Drugs or Medications.

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 that a treating physician, pharmacist or health care professional has informed the employee (orally, on the medication bottle and/or in the literature accompanying the medication) 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.

- c. Upon receipt of a signed release from the 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 as to whether the employee may perform his/her job functions.

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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 prescribed medication or is cleared by a licensed healthcare provider. This reassignment shall last for a period of no more than forty-five (45) working days. If, after forty-five (45) working days, the employee is still on said medication and/or not cleared by a licensed healthcare provider to perform an assignment, the City may extend the accommodation 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 resume an assignment 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 interact with employees regarding the potential availability of disability accommodations.

## 6. TESTING

### I. Reasonable Suspicion

- a. Reasonable suspicion to test a Covered Employees 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 appropriate, 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 the second employer representative has the final authority to require the employee to be tested. In the event only one trained employer representative is available on-site, the representative shall confer with any other trained employer representative within the City to verify the employee's behavior. The second trained employer representative shall have the final authority to require the employee to be tested.

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- c. If the City requires an employee to be tested under reasonable suspicion, 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 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 for more than one hour from the time the employee is notified that he or she will be tested.
- d. Moreover, if the City has reasonable suspicion 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.
- e. 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 Submit to testing, then the City shall treat the refusal as having tested positive and shall immediately take appropriate disciplinary action pursuant to the attached discipline matrix.
- f. 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.

### II. Post-Accident

- a. The City may require a Covered Employee who caused or may have caused, an Accident, based on information known at the time by the department employing the employees, 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/she fails to remain readily available, including failure to notifying 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 an 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 may allow a reasonable amount of time (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

## APPENDIX B

center as determined by the City. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that he or she will be tested.

- e. As soon as reasonably possible after the occurrence of an Accident, the supervisor or other City representative at the Accident site shall make best efforts to contact the Department of Human Resources (DHR), and DHR shall then make best efforts to telephone the union(s) designated representative on file with DHR representing the Covered Employee(s) involved in the Accident. If the designated representative does not answer, DHR shall leave a voice mail message notifying the union of the Accident. For purposes of this paragraph, a designated representative shall be any union officer or employee whose telephone number is on file with DHR for the purpose of Accident review. The union may change the designated representative, in writing, as necessary from time to time, but it is the sole responsibility of the union to ensure that a current telephone number (with voice mail capability) for a designated representative is on file with DHR. This subsection (e) shall not be grievable.

### 7. TESTING PROCEDURES

#### I. Collection Site;

- a. The City shall make best efforts to ensure that a Covered Employee subject to testing is safely transported to and from the collection site.
- b. The staff of the collection facility under contract to the City or the City's drug testing contractor ("Collector") shall collect urine and oral fluid samples from Covered Employees to test for prohibited drugs.
- c. 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.
- d. 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 “Refusal to Submit.”
- e. Covered Employees, who Refuse to Test, may be subject to disciplinary action, up to and including termination, pursuant to Exhibit A.
- f. The specific required procedure for urine collection 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.

## APPENDIX B

- (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 Covered 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 a transportation container. The container shall be sealed in the employee's presence and the Covered 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.
- g. After being tested, the Covered Employee will be barred from returning to work until the department is advised of the final testing result from the MRO. During that period, the Covered Employee will be 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.
- 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 U.S. Department of Transportation regulations, where applicable. Tests for all controlled substances, except alcohol and marijuana (THC), 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). Cannabis (THC; THC-OH; and THC-COOH) is treated as a controlled substance and will be tested through an FDA-approved oral fluids (saliva) testing collection device at a screening level of 25 ng/ml and a confirmation level of 10 ng/ml (GC/MS or LC/MS/MS).
- c. The initial test of all urine specimens will use immunoassay techniques. All specimens identified as positive in the initial screen must be confirmed using 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.

## **APPENDIX B**

- d. 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 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 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 or 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; 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 results as a "positive result."
- c. The MRO has the authority to verify a positive or Refusal To Test without interviewing the employee in cases including but not limited to: (a) the employee refused to discuss the test result; or (b) if the City has directed the employee to contact the MRO, and the employee has not made contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The parties understand that the MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the 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.
- e. The Covered Employee may request a drug or adulterant 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.
- f. A drug test result that is positive and is a Diluted Specimens will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require

## APPENDIX B

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 (g).

- g. 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.
- h. 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.
- i. 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.

### IV. On-Site

- a. For Post-Accident purposes, the City may conduct "on-site" tests (alcohol breathalyzer testing and "Quicktest" urine testing) and oral fluid testing for Cannabis). If any of those tests are "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, 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 the 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. The other sample 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. Substance Abuse Prevention and Detection Threshold Levels  
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, or when operating a moving vehicle or performing a Safety-Sensitive Function as defined in this Policy shall be deemed positive. 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 shall be deemed positive. Any test revealing controlled substance confirmation level as shown in the chart below shall be deemed positive.

**APPENDIX B**

CONTROLLED SUBSTANCE *	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	EMIT	500 ng/ml **	GC/MS	250 ng/ml **
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	150 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 **
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 fluids (saliva) testing only.				

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

**9. CONSEQUENCES OF POSITIVE TEST RESULTS**

- a. For Reasonable Suspicion or Post-Accident, a Covered Employee shall be immediately removed from performing her or his job and shall be subject to disciplinary action and further follow-up as set forth in Exhibit A if any of the following takes place:

The Covered Employee:

1. Is confirmed to have tested positive for alcohol or drugs;
  2. Refuses to Submit to testing; or
  3. Has submitted a specimen that the testing laboratory report is an Adulterated or Substituted Specimen.
- b. If the Union disagrees with the proposed disciplinary action, it may use the grievance procedure as set forth in the parties’ respective MOU, provided, however, that such an appeal must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.
  - c. All proposed disciplinary actions resulting from a positive drug/alcohol test(s) shall be administered pursuant to the disciplinary matrix set forth in Exhibit A. Notwithstanding the disciplinary matrix which applies to the violation of this Policy, the City may impose discipline based on the Covered Employee’s conduct, which may include consideration of whether the conduct at issue occurred while the employee was impaired by drugs or alcohol and/or whether the employee refused to test in addition to any discipline imposed under Exhibit A.

## **APPENDIX B**

- d. In the event the City proposes disciplinary action, the notice of the proposed discipline shall contain copies of all available laboratory reports received by the City from its contractors or subcontractors.
- e. Employees may voluntarily consult with EAP for assistance.

### **10. RETURN TO DUTY**

The Substance Abuse Prevention Coordinator (SAPC) will evaluate a Covered Employee who has tested positive for alcohol and/or drugs. The Coordinator will evaluate what course of action, 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 enter into an appropriate rehabilitation program administered by the Covered Employee's health insurance carrier or another appropriate accredited rehabilitation program paid by the Covered Employee.

### **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 and up 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 Appendix 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 classifications 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 only be modified by mutual consent of the parties. Such amendment(s) shall be reduced to writing.

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

Testing Types/Issues	First Positive/Occurrence	Second Positive/Occurrence <sup>4</sup>
Reasonable Suspicion	No more than ten (10) working days; Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment <sup>1</sup> ; Return to Duty Test <sup>2</sup> ; Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances exist. <sup>3</sup>	Will be subject to disciplinary action greater than ten (10) working days up to and including termination <sup>6</sup> except where substantial mitigating circumstances exist.
Post Accident	No more than ten (10) working days; Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment <sup>1</sup> ; Return to Duty Test <sup>2</sup> ; Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances exist. <sup>4</sup>	Will be subject to disciplinary action greater than ten (10) working days up to and including termination <sup>6</sup> except where substantial mitigating circumstances exist.
Alteration of Specimen ("Substituted," "Adulterated" or "Diluted")	Subject to Termination except where substantial mitigating circumstances exist.	Subject to Termination except where substantial mitigating circumstances exist.
Refusal to Test	No more than fifteen (15) working days; Assumption is a positive result; Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment. <sup>1</sup> Return to Duty Test. <sup>2</sup> Subject to disciplinary action except where substantial mitigating circumstances exist. <sup>5</sup>	Will be subject to disciplinary action greater than fifteen (15) working days 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.
- 2: Employee may not return to work until the SAPC certifies that he or she has a negative test prior to returning to full duty. The SAPC will be chosen by the City.
- 3: Proposed disciplinary action for a first positive test or Refusal to Test to be no more than 10 working days. A second positive test within three (3) years may also result in disciplinary action up to and including termination.
- 4: Proposed disciplinary action for Post Accident for a first positive test to be no more than 10 working days. A second positive test within three (3) years may result in more severe proposed disciplinary action, up to and including termination.
- 5: Proposed disciplinary action for Alteration of Specimen ("Substituted", "Adulterated", or "Diluted") or Refusal to Test for a first positive or occurrence to be no more than 15 working days. A second positive test or occurrence within three years may result in more severe proposed disciplinary action, up to and including termination of employment.
- 6: See Side letter on Footnote to Exhibit A "Consequences of a Positive Test/Occurrence" of the SAPP