File No. 140526 Committee Item No. 1
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight **Date** June 12, 2014

Board of Supervisors Meeting **Date** _____

Cmte	Board	
☐	☐	**Motion**
☐	☐	**Resolution**
☒	☐	**Ordinance**
☐	☐	**Legislative Digest**
☐	☐	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☒	☐	**Introduction Form**
☒	☐	**Department/Agency Cover Letter and/or Report**
☒	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Grant Budget**
☐	☐	**Subcontract Budget**
☐	☐	**Contract/Agreement**
☐	☐	**Form 126 – Ethics Commission**
☐	☐	**Award Letter**
☐	☐	**Application**
☐	☐	**Public Correspondence**

OTHER **(Use back side if additional space is needed)**

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Completed by: Alisa Miller **Date** June 6, 2014
Completed by: _____ **Date** _____

FILE NO. 140526 ORDINANCE NO.

[Memorandum of Understanding - San Francisco Building Inspectors' Association]

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2014, through June 30, 2017.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*strikethrough italics Times New Roman font*~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. The Board of Supervisors hereby adopts and implements the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2014, through June 30, 2017.

The arbitration award establishing the Memorandum of Understanding so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 140526.

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

By: _____
ELIZABETH SALVESON
Chief Labor Attorney
C:\Users\lucy.chu\Desktop\Ordinances 2014\Ordinance - SFBIA 14.doc

City and County of San Fr[illegible]cisco

Depa[illegible]ent of Human Resources

Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2014 MAY 15 PM 1:52

May 15, 2014

TO: Angela Calvillo, Clerk of the Board
Board of Supervisors

FROM: Martin Gran, Employee Relations Director MG
Department of Human Resources

RE: **Memoranda of Understanding**

1. San Francisco Building Inspectors Association (July 1, 2014 through June 30, 2017)
2. Committee of Intern and Residents, SEIU (July 1, 2014 through June 30, 2017)
3. Crafts Coalition (July 1, 2014 through June 30, 2017)
4. Deputy Probation Officers' Association (July 1, 2014 through June 30, 2017)
5. Deputy Sheriffs' Association (July 1, 2014 through June 30, 2017)
6. District Attorney Investigators' Association (July 1, 2014 through June 30, 2017)
7. International Brotherhood of Electrical Workers, Local 6 (July 1, 2014 through June 30, 2017)
8. International Federation of Professional and Technical Engineers, Local 21 (July 1, 2014 through June 30, 2017)
9. Institutional Police Officers' Association (July 1, 2014 through June 30, 2017)
10. Laborers', Local 261 (July 1, 2014 through June 30, 2017)
11. Automotive Machinist, Local 1414 (July 1, 2014 through June 30, 2017)
12. Municipal Attorneys' Association (July 1, 2014 through June 30, 2017)
13. Municipal Executives' Association (July 1, 2014 through June 30, 2017)
14. Operating Engineers, Local 3 (July 1, 2014 through June 30, 2017)
15. San Francisco City Workers United (July 1, 2014 through June 30, 2017)
16. San Francisco Sheriffs' Managers and Supervisors Association (July 1, 2014 through June 30, 2017)
17. Service Employees International Union, Local 1021(July 1, 2014 through June 30, 2017)
18. Stationary Engineers, Local 39 (July 1, 2014 through June 30, 2017)
19. Supervising Probation Officers (July 1, 2014 through June 30, 2017)
20. Teamsters, Local 856 (Multi-Unit) (July 1, 2014 through June 30, 2017)
21. Transport Workers Union 200 (July 1, 2014 through June 30, 2017)
22. Transport Workers Union 250-A (7410) (July 1, 2014 through June 30, 2017)
23. Transport Workers Union 250-A (Multi) (July 1, 2014 through June 30, 2017)
24. United Association of Plumbers and Pipefitters, Local 38 (July 1, 2014 through June 30, 2017)
25. Unrepresented (July 1, 2014 through June 30, 2015)
26. Amendment #6 to Firefighters, Local 798, Unit 1 (Amends 2007-2015 MOU)
27. Amendment #6 to Firefighters, Local 798, Unit 2 (Amends 2007-2015 MOU)

Please find enclosed for each Memorandum of Understanding:

- 1 original FINAL MOU w/attached Ordinance
- 2 copies FINAL MOU
- 1 original REDLINE MOU w/attached arbitration decision/award (if awarded)
- 2 copies REDLINE MOU

There are also twelve (12) CDs containing Microsoft Word and PDF versions of the final version of the MOUs, Redlines, and Ordinances. Electronic copies have been sent via e-mail today, too. Please refer to the appropriate Committee at your earliest convenience.

Target hearing dates: GAO – June 12, 2014
1st Hearing – June 17, 2014
2nd Hearing – June 24, 2014

Copies of the MOUs and Amendments have been sent to the Controller, and by copy hereof, I request that costing information be submitted directly to the Board with copies to the Employee Relations Division.

Thank you.

Enclosures

cc: Ben Rosenfield, Controller
Kate Howard, Mayor's Budget Director
Jason Elliott, Director of Legislative & Government Affairs
Jermain Jones, Mayor's Liaison to the Board of Supervisors
Rick Caldeira, Legislative Deputy Director
Members, Government, Audit and Oversight Committee
File

MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

BUILDING INSPECTORS' ASSOCIATION

JULY 1, 2014 - JUNE 30, 2017

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ARTICLE I - REPRESENTATION

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

I.A. RECOGNITION

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

6331	Building Inspector	Unit 51 Inspectors' Association	Building
6333	Senior Building Inspector	Unit 51 Inspectors' Association	Building
6334	Chief Building Inspector	Unit 50 Inspectors' Association	Building

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

I.B. INTENT

4. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action.

5. Moreover, it is the intent of the Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this Agreement over which the Mayor has no jurisdiction.

I.C. OBJECTIVE OF THE CITY

6. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

7. The Union recognizes the City's right to establish and/or revise performance levels, Standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City shall meet and confer prior to the implementation of any production quotas.

8. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

I.D. MANAGEMENT RIGHTS

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

I.E. NO WORK STOPPAGES

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

I.F. GRIEVANCE PROCEDURE

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

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

A grievance does not include the following:

13. a. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.

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

3. **Time Limits**

15. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.

16. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

4. **Steps of the Procedure – Non-Discipline Grievances**

17. a. Except for grievances involving multiple employees or multiple departments, all grievances must be initiated at Step 1 of the grievance procedure.

18. (1) A grievance affecting more than one employee shall be filed with the Appointing Officer or designee at Step 3. Grievances affecting more than one department shall be filed with the Employee Relations Division at Step 4. In the event the City disagrees with the level at which the grievance is filed, it may submit the matter to the Step it believes is appropriate for consideration of the dispute.

19. (2) The grievant may have a Union representative present at all steps of the grievance procedure.

20. b. Step 1:
An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than thirty (30) days from the date of the occurrence of the act or the date the

grievant might reasonably have been expected to have learned of the alleged violation being grieved.

21. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth:

1. the facts of the grievance;
2. the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and
3. the remedy or solution being sought by the grievant.

22. This form should be attached to any request to move the grievance to each successive step in the grievance procedure.

23. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.

c. Step 2:

24. If the Union is dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 1 response. The Appointing Officer or designee may convene a meeting within twenty (20) days with the grievant and/or the grievant's Union representative. The Appointing Officer or designee shall respond in writing within twenty (20) days of the hearing or receipt of the grievance, whichever is later.

d. Step 3:

25. If the Union is dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Employee Relations Director at the Employee Relations Division ("ERD"), in writing, within twenty (20) days of receipt of the Step 2 response. ERD may convene a grievance meeting within twenty (20) days with the grievant and/or the grievant's Union. The Director or designee shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.

e. <u>Arbitration</u>

26. If the Union is dissatisfied with the Step 3 response, it may invoke arbitration by notifying the Employee Relations Director at ERD, in writing, within twenty (20) days of the Step 3 response.

5. **Selection of the Arbitrator**

27. a. The City and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of the union's receipt of ERD's letter acknowledging the Union's letter moving the matter to arbitration.

28. b. When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within five (5) working days, or any extension of time mutually agreed upon, the parties shall request that the State Mediation and Conciliation Service ("SMCS") provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.

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

6. **Steps of the Procedure – Disciplinary Grievances**

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

a. Step 1:

31. 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.

b. Step 2:

32. 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.

33. c. If the Employee Relations Director's response is unsatisfactory only the Union may file a written appeal to arbitration. This appeal must be filed

with the Employee Relations Director at ERD no later than fifteen (15) days following issuance of the Step 2 response.

d. Selection of the Arbitrator

34. Arbitrators shall be selected in the same manner as in non-disciplinary grievances.

e. Expedited Arbitration

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

36. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.

37. 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.

38. 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.

39. The City agrees to schedule two arbitrators per month available to conduct expedited arbitrations. The City may, at its sole discretion, cancel any expedited arbitration sessions in time to avoid a cancellation fee if there are no expedited arbitrations calendared for that month. Additional arbitrators may be scheduled if the City and the Union agree that there is sufficient demand to do so.

7. Authority of the Arbitrator

40. 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.

8. **Fees and Expenses of Arbitration**

41. 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 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.

9. **Hearing Dates and Date of Award**

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

43. 10. Any claim for monetary relief shall not extend more than forty-five (45) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

11. **"Skelly" Rights**

44. 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:

45. a. A notice of the proposed action;

46. b. The reasons for the proposed discipline;

47. c. A copy of the charges and the materials upon which the action is based, and

48. d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

49. 12. During the term of this Agreement, the City's Department of Human Resources (DHR) will keep track of Union grievances as follows. For each grievance at each step of the grievance process, the Union shall be responsible for mailing (or emailing) a copy of the grievance, as well as notification that the grievance is

being moved to the next step, to a person designated by the City's Employee Relations Director. The Union shall also be responsible for notifying DHR's designee in writing that the grievance is being moved to arbitration and identifying who the grievance was handed to at Step 1. For each grievance, where the Union has notified DHR as described above, DHR shall record: (a) when the grievance was filed; (b) when the grievance was moved to each successive step; (c) when the arbitration was calendared for arbitration; (d) when the arbitration took place; and (e) when the arbitration decision was issued or, in the alternative, whether the grievance was resolved in another manner; provided, however, that DHR shall only be responsible for recording the cited information if the Union provides it.

I.G. OFFICIAL REPRESENTATIVES AND STEWARDS

1. OFFICIAL REPRESENTATIVES

50. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City, during the employee's regular duty or work hours without loss in compensation, on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings, and the City disagrees, the Union shall discuss the matter with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.

51. 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.

52. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.

53. 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.

2. STEWARDS

54. a. The Union shall furnish the City with an accurate written list of stewards and alternate stewards. The Unions may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by a Union, none will be recognized for that area or shift.

55. b. The Unions recognize that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.

56. c. Upon notification of a designated management person, stewards or designated officers of the Unions subject to management approval which shall not be unreasonably withheld shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.
Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.

57. d. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty if requested by the employee for purposes of representation.

58. e. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, or a disciplinary action, to interview an employee during the employee's duty time.

3. BUILDING INSPECTORS' ASSOCIATION TIME OFF FOR GRIEVANCE

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

I.H. UNION SECURITY

1. AUTHORIZATION FOR DEDUCTIONS

60. 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 designated payee all sums so deducted. Upon request of a 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

61. 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 Unions, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, One South Van Ness Ave., 8th 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.I. AGENCY SHOP

1. APPLICATION

62. Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Unions 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.

2. IMPLEMENTATION

63. An agency shop shall be implemented within representation units or sub-units when:

a. Election

64. The Union has requested, in writing, an election on the issue, to be conducted by the State Mediation and Conciliation Service and 50% plus one of those voting favor agency shop, or

b. Two-thirds (2/3) Membership

65. The Union makes a showing that 2/3 of the employees within the unit or sub-unit are dues paying members of the Union, or

c. New Employees

66. 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.

3. SERVICE FEE

67. 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 remains 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.

68. 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 have complied with the requirements set forth in this section and in *Hudson*, 475 U.S. 292.

4. FINANCIAL REPORTING

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

5. RELIGIOUS EXEMPTION

70. Any employee of the City in a classification described herein, 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 proof of membership and historical objection be relieved of any obligation to pay the required service fee, and such employee shall make a qualified contribution at the time and manner herein prescribed.

71. a. The Qualified Charitable Contribution shall be a sum equal to the service fee and shall be paid at the times said fees would otherwise be due and payable if the employee were not exempt under this provision.

72. b. The Qualified Charitable Contribution shall be paid to any qualified "non-religious non-labor" charity so long as such charity remains exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

73. c. Payment of Qualified Charitable Contributions by persons and at the times and manner described in this paragraph shall be a condition precedent to continued employment. The employee shall supply the City and Union with an acknowledgement of receipt from the qualified charity or other satisfactory evidence on a monthly basis that the Qualified Charitable Contribution has been paid in a timely fashion.

6. PAYROLL DEDUCTION

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

7. EMPLOYEE LISTS

75. a. The City shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.

76. b. A list of all employees including those newly hired into the unit in represented classes shall be provided to the Unions 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.

77. c. Upon presentation to the City by the Union(s) of a packet of information concerning agency fee rights and obligations of employees, Union membership application, dues deduction authorization forms, and other similar information, regarding the Union, the City shall distribute this packet, along with initial employment materials, to all employees who enter the unit covered by this Agreement, either as new hires, transferees, or otherwise.

8. INDEMNIFICATION

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

I.J. BULLETIN BOARDS

79. Upon request by the Union, departments shall provide reasonable space on bulletin boards for use by the Union to communicate with its represented employees.

I.K. UNION ACCESS

80. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such rules and regulations immediately below, as well as to such rules and regulations as may be agreed to by the department and the union. Union access to work locations will not disrupt or interfere with a department's mission and services or involve any political activities.

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

82. Union representatives must identify themselves upon arrival at a City department. Union representatives may use department meeting space with a reasonable amount of notice, subject to availability.

83. In work units where the work is of a confidential nature and in which the department requires it of other non-employees, a department may require that union representatives be escorted by a department representative when in areas where said confidential work is taking place.

84. Nothing herein is intended to disturb existing written departmental union access policies. Further, departments may implement additional rules and regulations after meeting and conferring with the Union.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

85. 1. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, 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.

86. Discrimination as used herein shall mean discrimination as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Acts of 1866.

87. 2. A complaint of discrimination or sexual harassment may, at the option of the employee, group of employees, or a Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service Rules, the City Administrative Code and federal and state law. Provided, however, if the employee, group of employees, or a Union elects to pursue remedies for discrimination or sexual harassment complaints outside the procedures of the Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process.

II.B. AMERICANS WITH DISABILITIES ACT

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

II.C. PROBATIONARY PERIOD

89. The probationary period as defined and administered by the Civil Service Commission shall be:

90. 2080 hours for new appointees.

91. 1040 hours for a promotive appointment.

92. 520 hours for any other appointment type (i.e. bumping, transfers).

93. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee's probationary period as defined and administered by the Civil Service Commission. Provided however, upon permanent appointment, all employees must serve no less than a 173 hour probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.

94. The employee and the Appointing Officer or designee may extend the duration of the probationary period by mutual consent in writing. The City shall give notice to the Union at the time that it seeks to extend an employee's probationary period.

II.D. PERSONNEL FILES

95. 1. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the Department's personnel office unless another location is designated and the employee notified in writing. Each employee shall have the right to review the contents of his/her official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided to the employee at his/her request. Copies in excess of 100 pages shall be at a charge of ten (10) cents per page.

96. 2. An employee shall have the opportunity to review, sign and date any and all material to be included in the file. The employee may also attach a response to such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author, except for routine payroll and personnel administration documents. The City may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand delivery, except disciplinary notification which must be sent by certified mail when the employee is on leave.

97. 3. With the approval of the Appointing Officer or designee, the employee may include material relevant to his/her performance of assigned duties in the file.

98. 4. Upon request of an employee subject to the approval of the Appointing Officer or designee, material relating to disciplinary action in the employee's file which has been in the file for more than two (2) years may be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has had no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for purpose of assisting the City in

defending itself in legal or administrative proceedings. In no event will the sealed material be used for disciplinary proceedings against the individual in whose file the document (s) have been sealed. Performance evaluations are excluded from this provision.

99. 5. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; misconduct stemming from drug or alcohol abuse; mistreatment of persons (except mere verbal altercations not involving discrimination or threats of violence); acts which would constitute a felony or misdemeanor involving moral turpitude; and/or acts which present an immediate danger to the public health and safety.

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

II.E. JURY DUTY

101. An employee shall be excused from work on a work day on which she/he performs jury services, providing she/he gives prior notification to her/his supervisor.

102. Employees assigned to jury services whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when performing jury service, providing she/he gives prior notification to her/his supervisor.

103. Employees shall be required to provide proof of jury service to verify actual appearance for each day of jury service.

II.F WORKFORCE REDUCTION

104. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.

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

ii. The City shall provide written information relating to staffing levels and workloads in a given department, upon written request to the Director of Building Inspection or the appointing authority in other City agencies, where inspectors covered by this Agreement are employed.

II.H. SUBCONTRACTING

Subcontracting of Work – City Charter Section 10.104-15

1. "PROP. J" CONTRACTS

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

106. 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.

107. 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:

108. (1) possible alternatives to contracting or subcontracting;

109. (2) questions regarding current and intended levels of service;

110. (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15,

111. (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

112. (5) questions relating to the effect on individual worker productivity by providing labor saving devices;

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

2. ADVANCE NOTICE TO UNIONS ON PERSONAL SERVICES CONTRACTS

114. a. Departments shall notify the Unions of proposed personal services contracts where such services could potentially be performed by represented classifications. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or thirty (30) days prior to the Submission of a PSC request to the Department of Human Resources and/or Civil Service Commission, whichever occurs

first, the City shall notify the affected union of any personal services contract(s), including a copy of draft PSC summary form, where such services could potentially be performed by represented classifications.

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

116. c. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the affected Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

117. 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.

118. e. The City agrees to provide affected unions with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

II.I. MINIMUM NOTICE FOR DISPLACEMENTS

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

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

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

II.K. BARGAINING UNIT WORK

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

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

1. WAGES

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

Effective October 11, 2014: 3%

Effective October 10, 2015 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ 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.

123. All base wage increases shall be rounded to the nearest salary schedule.

III.B. MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

1. NORMAL WORK SCHEDULES

125. a. Unless otherwise provided, a "normal work day" is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

126. b. A "normal work week" is a tour of duty on each of five consecutive days with two consecutive days off. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.

127. c. Current work schedules (Monday through Friday) as of the effective date of this Agreement will remain in place unless a proposed change is mutually agreed to by the parties.

2. FLEX-TIME SCHEDULES

128. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, forty (40) hours per week, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.

3. ALTERNATE WORK SCHEDULES

129. By mutual agreement the City and Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days, or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

4. EXCEPTIONS

130. a. Specially funded training programs approved by the Department of Human Resources.

131. b. Educational and Training Courses
Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.

132. c. Employees shall receive no compensation when properly notified two hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.

133. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.

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

135. The bi-weekly schedules of compensation contained in this Agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

136. d. Work Schedule -- Remote Locations
On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer may arrange work schedules averaging five (5) days per week over a period of time, but consisting of more than five (5) consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the "normal work schedules" for such operations.

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

138. f. Alternate Schedule
The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

139. g. Voluntary Time off Program
The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.

(1) General Provisions:

140. 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.

141. 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.

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

142. i. All voluntary unpaid time off granted pursuant to this section shall be without pay.

143. ii. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

(3) Duration and revocation of Voluntary Unpaid Time Off

144. Approved voluntary time off taken pursuant to this section may not be changed by the Appointing Officer without the employee's consent.

145. Any change in the "normal work week" shall be the subject of meeting and conferring between the Union and the appointing officer.

III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES

1. NORMAL WORK SCHEDULE

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

III.E. OVERTIME COMPENSATION

147. Voluntary overtime shall be offered equitably among employees covered under the provisions of this MOU within each work unit and/or work location, subject to departmental operational needs.

148. Mandatory overtime shall be distributed equitably among employees covered under the provisions of this MOU within each work unit and/or work location, subject to departmental operational needs.

149. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee in excess of a) forty (40) hours per City workweek for weekly overtime, and b) the regular or normal work day for daily overtime, shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable.

150. 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.

151. For the purposes of determining the rate of pay (i.e. straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick leave was used. However, the five day look back requirement shall not apply to mandatory emergency overtime assignments.

152. Employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

153. For employees working an alternative schedule (such as 4-10s), daily overtime shall be compensated at one-and-one-half times the base hourly rate (including a night differential where applicable) for hours worked in excess of the number of hours in the workday as set forth in the alternative work schedule. Weekly overtime shall be determined as set forth above.

154. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.

155. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.

156. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer

that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half pursuant to the provisions herein.

157. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedule.

158. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee requests in writing compensatory time off in lieu of paid overtime. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

159. Employees working overtime at the end of their regular shift may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes before the commencement of the overtime period. Employees working more than four (4) hours of overtime may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes prior to the assigning of further overtime.

1. RECORDATION OF OVERTIME

160. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.

161. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.

162. When improved methods of payroll processing are implemented and with the approval of the Human Resources Director and the Controller, such overtime may be recorded on the regular timerolls.

163. For employees in classes 6331, 6333 and 6334, in the event that overtime is needed, the City shall call for volunteers. In the event there are not sufficient volunteers, employees would be assigned in order of inverse seniority.

III.F. ADDITIONAL COMPENSATION

1. ACTING ASSIGNMENT PAY

164. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay on the tenth (10^{th}) consecutive work day of such an assignment. Acting assignment pay shall be retroactive to the first (1^{st}) day of the assignment.

165. 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.

166. c. Acting assignments are intended to be used for short term temporary assignments of six months or less.

2. BILINGUAL PAY

167. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." Employees who are assigned to a "designated bilingual position" for a minimum of ten (10) hours within a biweekly period shall be granted additional compensation of thirty-five ($35.00) biweekly. A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

3. CALL BACK PAY

168. Employees (except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater.

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

4. CERTIFICATION PREMIUMS

170. Any represented Building Inspectors who hold certifications in the following ICBO categories shall be granted additional premium pay as follows above the base rate per hour for each such certification. The combined total of these premiums shall not exceed 5%. These premiums will be paid only when the certifications are current.

Certified Building Official	4%
Plans Examiner	3%
Plans Examiner with ATC Safety Assessment Program Certification	3.5%
Building Code Accessibility Specialist	2%

Mechanical Inspector	2%
Residential Energy Code Specialist	1%

5. EXTENDED TOUR OF DUTY PREMIUM

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

6. LEAD WORKER PAY

172. Employees in the covered classes, when designated in writing by their supervisor or foreman as a lead worker, shall be entitled to a ten ($10.00) per day premium where required to plan, design, sketch, layout, detail, estimate, order materials, and take the lead on any job where at least three employees are assigned.

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

7. NIGHT DUTY PREMIUM

174. Employees shall be paid eight percent (8%) more than the base rate for each hour regularly assigned between the hours of 5:00 p.m. and 7:00 a.m. if the employee works at least four (4) hours of his/her shift between 5:00 p.m. and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and 7:00 a.m. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least four (4) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

8. OFFICE OF STATEWIDE HEALTH AND PLANNING (OSHPD) PREMIUM

175. Those inspectors in classes 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector who are OSHPD certified shall receive a premium of $8.00 per hour for each hour that they are assigned and are actually performing an OSHPD inspection for a hospital, medical clinic or City Jail construction.

9. STANDBY PAY

176. Employees who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic communication device or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual

rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

10. SUPERVISORY DIFFERENTIAL ADJUSTMENT

177. The Appointing Officer or Human Resources Director is authorized to adjust the compensation of a supervisory employee if:

178. a. the supervisor, as part of the regular responsibilities of his/her class, supervises, directs, and is accountable and responsible for the work of subordinates;

179. b. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;

180. c. the organization is a permanent one approved by the Appointing Officer, Board or Commission where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources;

181. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and

182. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.

183. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:

184. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.

185. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.

186. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.

187. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.

188. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the Department of Human Resources of what changes in organizational structure or compensation support the adjustment.

11. TRAVEL FOR TEMPORARY ASSIGNMENTS

189. If a department temporarily assigns an employee(s) to work at another location, the City shall provide the employee(s) transportation in City-owned vehicles(s) for travel with no loss of pay, provided that the employee's regular and temporary work locations are not both within the City and County of San Francisco. In these circumstances, the employee will first report to his/her regularly-assigned work location and then travel to the temporary work location.

190. The provision in the paragraph above shall not apply to employees who must be temporarily reassigned due to facility closure. In the event of such closure, the City will provide the Union with notice and an opportunity to meet and confer over the impact of the closure.

12. NO PYRAMIDING

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

III.G. HOLIDAYS AND HOLIDAY PAY

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

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

193. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

194. 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

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

2. HOLIDAY COMPENSATION FOR TIME WORKED

196. Employees required by their respective Appointing Officers to work on any of the above designated or observed holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e.: 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked). At the employee's request and with the approval of the Appointing Officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of this Agreement.

197. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of-one-and-one-half times for work on the holiday.

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

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

III.H. TIME OFF FOR VOTING

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

III.I. VOLUNTEER/PARENTAL RELEASE TIME

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 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

III.J. VESTED LEAVE CASHOUTS

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

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

III.K. SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

1. APPOINTMENT ABOVE ENTRANCE RATE

210. Subject to the Controller's certification of available funds and procedures to be established by DHR, appointments may be made by an Appointing Officer at any step in the compensation schedule under the following conditions:

211. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.

212. b. Loss of compensation would result if appointee accepts position at the normal step.

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

4. HOLIDAY PAY FOR LAID OFF EMPLOYEES

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

5. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

6. FLOATING HOLIDAYS

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

7. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

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

213. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all City appointments in the particular class should be above the normal step.

214. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

215. e. For classes 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, when the Controller certifies that funds are available. To be considered, request for adjustment under the provisions of this Section must be received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.

216. f. For classes 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, when the Human Resource Director (HRD) approves appointments of all new hires in a classification at a step above the entrance rate, the HRD may advance to that step incumbents in the same classification who are below that step.

2. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

217. An employee following completion of six months continuous service who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

218. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

219. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.

220. c. For purpose of this Section, appointment to a position with a higher salary schedule shall be deemed promotive.

221. d. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to this section.

However, advancement to the next salary step in the apprentice class shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.

222. e. For employees in 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, where the reason for failing to successfully complete a promotive probationary period is other than conduct which would support termination for cause, the Department of Building Inspection's position shall be that the employee shall be returned to the next available vacant position in the class from which he/she was promoted.

3. EXEMPT APPOINTIVE POSITION

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

4. REAPPOINTMENT WITHIN SIX MONTHS

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

5. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

a. **Transfer**

225. An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.

226. b. **Re-employment in Same Class Following Layoff**

An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

227. c. **Re-employment in an Intermediate Class**

An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate

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

228. d. **Re-employment in a Formerly Held Class**
An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this Agreement.

III.L. METHODS OF CALCULATION

1. BI-WEEKLY

229. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

III.M. VACATION ACCRUAL

230. **The following is for informational purposes only.**

231. 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.

232. 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.

233. a. An employee does not accrue vacation allowance in the first year of continuous service, however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.

234. b. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for

each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

235. c. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

236. d. The maximum number of vacation hours an employee may accrue consists of two hundred and forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

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

237. Per Diem or Hourly An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

III.N. SENIORITY INCREMENTS

1. ENTRY AT THE FIRST STEP

238. Full-time employees entering at the first step shall advance to the second step upon completion of one (1) year service and to each successive step upon completion of the one year required service.

2. ENTRY AT OTHER THAN THE FIRST STEP

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

3. DATE INCREMENT DUE

240. Increments may accrue and become due and payable on the next day following completion of required service as a full-time employee in the class, unless otherwise provided herein.

4. EXCEPTIONS:

241. a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee may receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

242. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:

243. (1) An employee shall be compensated at the beginning step of the compensation schedule plan, unless otherwise specifically provided for in this Agreement. Employees may receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

244. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.

245. (3) Advancement through the increment steps of the compensation schedules may accrue and become due and payable on the next day following completion of required service in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:

246. (a) An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due.

247. (b) An employee who during that portion of his/her anniversary year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.

248. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

c. Satisfactory Performance

249. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of at least 5 days of his/her intent to withhold a step increase at that time.

250. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee in relation to determining whether an employee has performed satisfactorily for purposes of determining whether a step advancement should be withheld.

251. If an employee's step advancement is withheld, that employee shall be eligible for a step advancement upon his/her next anniversary (increment) due date. An employee's anniversary date shall be unaffected by this provision.

252. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

253. Withholding of step advancement shall not affect an employee's base wage increases as provided for in Article III.A. Wages.

III.O. SICK LEAVE WITH PAY LIMITATION

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

III.P. WORKERS COMPENSATION

255. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. Use of compensatory time requires the employee's appointing officer's approval.

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

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

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

III.R. LONG TERM DISABILITY INSURANCE

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

III.S. HEALTH BENEFIT CONTRIBUTIONS

1. EMPLOYEE HEALTH CARE

259. The City shall maintain the level of health insurance and dental benefits as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage.

2. DENTAL COVERAGE

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

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

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

3. CONTRIBUTIONS WHILE ON UNPAID LEAVE

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

4. HEALTH COVERAGE

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

1) MEDICALLY SINGLE EMPLOYEES

264. 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.

265. 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, for bargaining units 5, 10, and 41 only, the City shall contribute 90% of the premium for the second highest cost plan for such employees.

2) DEPENDENT HEALTH CARE PICK-UP

266. Effective January 1, 2014 through December 31, 2014, for Dependent Coverage (Employee Plus One; Employee Plus Two More), 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 level, except as provided below.

b. Health Coverage Effective January 1, 2015

267. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below.

1) Employee Only:

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

2) Employee Plus One:

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

3) Employee Plus Two or More:

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

4) Contribution Cap

271. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

5) Average Contribution Amount

272. For purposes of this agreement, and any resulting agreements under paragraph 319 to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

c. Medically Single Employees Outside of Health Coverage Areas

273. The provisions in paragraphs 312, 313, and 316 above shall not apply to "medically single employees" (Employee Only) who are permanently assigned by the City to work in areas outside the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. 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.

d. Agreement Not to Renegotiate Contributions in 2014

274. The terms described in paragraphs 315 through 320 above will be effective in calendar year 2015, and the parties agree not to seek to modify this agreement through the term of any MOU entered into prior to, or in the spring of, 2014.

e. Other Terms Negotiable

275. While the parties have agreed in paragraph 322 not to negotiate any changes to the Percentage-Based Contribution Model, the parties are free

to make economic proposals to address any alleged impact of the health contribution levels described above or other health related issues not involving the percentage-based contribution model (e.g. wellness and transparency).

f. Other Agreements

276. 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.

5. HEALTH BENEFITS FOR TEMPORARY EXEMPT AS-NEEDED EMPLOYEES

277. Effective July 1, 2012, temporary exempt as-needed employees who are not eligible for coverage under the San Francisco Health Services System, or who are not enrolled as a dependent in a health care plan offered through the City's Health Services System, shall be eligible for health coverage through the San Francisco Health Plan Healthy Workers Program (Program); provided that, to enroll in the San Francisco Health Plan, the employee meets the eligibility requirements for the Program as established by the Department of Human Resources.

III.T. PRE-TAX CAFETERIA 125 PLANS

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

III.U. RETIREMENT

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

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

281. 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.

282. 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

283. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

284. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

285. All such seminars must be located within the Bay Area.

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

III.V. FEDERAL MINIMUM WAGE

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

III.W. FAIR LABOR STANDARDS ACT

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

III.X. AUTOMOBILE USE, ALLOWANCE AND PARKING; MUNI PASSES

1. AUTOMOBILE USE AND ALLOWANCE

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

processed for reimbursement upon submission of an approved field expense report.

2. PARKING

290. The City shall continue its practice of using its best, good faith effort to furnish no cost employee parking on City-controlled property for represented employees, however when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs.

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

3. MUNI PASSES

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

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

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

ARTICLE IV - TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

IV.B. TUITION REIMBURSEMENT

295. The City agrees to allocate ten thousand dollars ($10,000) to the Tuition Reimbursement Program for the exclusive use of classifications represented by the Association. Seminars such as those conducted by the International Conference of Building Officials will be considered as qualifying for Tuition Reimbursement, as will other recognized building industry groups which provide similar training. The City and the Union mutually encourage persons represented under this Agreement to become Certified Building Inspectors.

ARTICLE V - WORKING CONDITIONS

V.A. WORK ENVIRONMENT

296. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment for represented employees. The City agrees to maintain safety standards for represented employees as required by the pertinent provisions of Cal-OSHA.

297. When an employee has a good faith belief that a work assignment presents health and safety risks outside those normally associated with the work, he/she may refuse to begin or continue a work assignment.

298. When in such case an employee declines to begin or continue a work assignment, she or he shall notify his/ her in house safety officer of the situation. The in-house safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the in-house officer and until the officer has made his/her determination, the employee shall not be required to perform the disputed assignment, and may be reassigned if other work is available.

299. If the safety officer determines that the complaint is valid, his/her decision shall override the departmental management decisions, including abatement procedures or employee reassignment.

300. Right to Know: Material Safety Data sheets shall be available for inspection by employees or their Union representative.

V.B. SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

301. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.

302. City Departments shall make available to represented employees, City-provided boots and clothing, no later than December 31st of each year such boots and/or clothing are to be provided in accordance with this MOU.

303. For employees in classifications 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, the City will continue to supply all safety shoes and safety equipment.

V.C. REPLACEMENT OF PRESCRIPTION SAFETY EYEGLASSES

304. This provision is designed to replace prescription safety glasses for those unit members who work under conditions that make the wearing of safety goggles or a protective mask impracticable. For unit employees who meet the above test, the City will reimburse the employee for prescription safety glasses that are damaged in the course of their work, provided that the employee has exercised reasonable care with respect to his/her glasses. The reimbursement shall be limited to that portion of the cost of replacement glasses, which are comparable to those damaged, that is not otherwise covered by insurance.

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

V.D. FOUL WEATHER GEAR

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

V.E. TOOL INSURANCE

307. As applicable, the City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools subject to the following conditions:

308. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.

309. 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.

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

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

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

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

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

315. 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.

316. d. In case of damage due to fire, the requirements of Section 5 above shall be followed with the exception that verified reports need not be filed with the police.

317. e. The first Ten Dollars ($10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars ($10.00).

318. f. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform 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.

V.F. MEDICAL EXAM

319. In instances when covered employees are exposed to conditions hazardous to their health and when required by State law, said employee may request and be entitled to a medical examination. The cost will be paid by the City.

320. Departmental safety/medical monitoring programs shall only be instituted after meeting and conferring, as required by the Meyers-Milias Brown Act, between the parties. Any

such program shall assure that reasonable accommodations be made within the department for persons with disabilities.

V.G. CLEAN UP TIME

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

V.H. FAMILY LEAVE

322. The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act. This provision is not subject to the grievance procedure.

V.I. SUBSTANCE ABUSE PREVENTION POLICY

323. Attached as Appendix B is the Substance Abuse Prevention Policy (SAPP). Also attached is a side letter related to the implementation of the SAPP. If pursuant to the side letter the parties proceed to arbitration, then Arbitrator Robert Hirsch shall be retained by the parties for that arbitration proceeding.

V.J. WORKPLACE ISSUES AND CONFLICT OF INTEREST

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

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

V.K. PAPERLESS PAY POLICY

325. 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.

326. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access shall be able to receive hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available.

327. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or bank card. Employees not signing up for either option will be defaulted into bank cards.

328. Prior to implementing this policy, the City will give all employee organizations a minimum of 30-days' advance notice.

329. The union hereby waives any further right to meet and confer over the Citywide Paperless Pay Policy or its implementation, including meet and confer over the effects of the policy.

ARTICLE VI - SCOPE

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

VI.A. SCOPE OF AGREEMENT

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

VI.B. REOPENER

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

VI.C. ZIPPER CLAUSE

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

PAST PRACTICE

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

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

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

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

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

VI.D. DURATION OF AGREEMENT

337. This Agreement shall be effective July 1,2014, and shall remain in full force and effect through June 30, 2017, with no reopeners except as specifically provided herein.

VI.E. SAVINGS CLAUSE

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

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

FOR THE CITY

Micki Callahan Date
Human Resources Director

Martin R. Gran 5/14/14 Date
Employee Relations Director

LaWanna Preston 5/14/14 Date
Chief Negotiator

APPROVED AS TO FORM
DENNIS J. HERRERA, CITY ATTORNEY

Elizabeth Salveson 5-14-14 Date
Chief Labor Attorney

FOR THE UNIONS

Dennis M. Carlin, Jr. Date
President,
San Francisco Building Inspectors' Association

Ken Atkins Date
Chief Negotiator

APPENDIX A

Excerpted From Charter Section A8.346

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

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

APPENDIX B.: SUBSTANCE ABUSE PREVENTION POLICY

1. MISSION STATEMENT

a. Employees are the most valuable resource in the City's effective and efficient delivery of services to the public. The parties have a commitment to prevent drug or alcohol impairment in the workplace and to foster and maintain a drug and alcohol free work environment. The parties also have a mutual interest in preventing accidents and injuries on the job and, by doing so, protecting the health and safety of employees, co-workers, and the public.

b. In agreeing to implement this Substance Abuse Prevention Policy (SAPP), the parties affirm their belief that substance abuse is a treatable condition. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.

c. The City is committed to preventing drug or alcohol impairment in the workplace, and to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities. In addition, the City maintains a drug and alcohol free workplace policy in its Employee Handbook.

2. POLICY

a. To ensure the safety of the City's employees, co-workers and the public, no employee may sell, purchase, transfer, possess, furnish, manufacture, use or be under the influence of alcohol or illegal drugs at any City jobsite, while on City business, or in City facilities.

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

3. DEFINITIONS

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

(1) There is a fatality, loss of consciousness, medical treatment required beyond first aid, medical transport, or other significant injury or illness diagnosed, or treated by, a physician, paramedic or other licensed health care professional; or
(2) With respect to an occurrence involving a vehicle, there is disabling damage to a vehicle as a result of the occurrence and the vehicle needs to be transported away from the scene by a tow truck or driven to a garage for repair before being returned to service; or
(3) With respect to an occurrence involving Equipment, there is damage to the Equipment exceeding three thousand dollars ($3,000); or
(4) With respect to an occurrence involving structures or property, there are damages exceeding ten thousand dollars ($10,000) to the structures or property.

b. "Adulterated Specimen" means a specimen that contains a substance that is not expected to be present in oral fluid, or contains a substance expected to be present but is at a concentration so high that it is not consistent with oral fluid.

c. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weights alcohol including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)

d. "Cancelled Test" means a drug or alcohol test that has a problem identified that cannot be or has not been corrected or which 49 C.F.R. Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

e. "City" or "employer" means the City and County of San Francisco.

f. "Collector" means an on-site employee trained to collect a drug or alcohol specimen, or the staff of the collection facility under contract with the City and County of San Francisco's drug testing contractor.

g. "Covered Employee" means an employee in a represented covered classification as stated in Section 4.

h. "CSC" means the Civil Service Commission of the City and County of San Francisco.

i. "Day" means working day, unless otherwise expressly provided.

j. "DHR" means the Department of Human Resources of the City and County of San Francisco.

k. "Diluted Specimen" means a specimen with creatinine and specific gravity values that are lower than expected for oral fluid.

l. "EAP" means the Employee Assistance Program offered through the City and County of San Francisco.

m. "Equipment" includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee's paid work time); any water craft; powder-actuated tools; power tools; heavy machinery or equipment; underwater equipment; equipment that is used to change the elevation of the Covered Employee more than five (5) feet; or any other device(s) or mechanism(s) the use of which may constitute a comparable danger to the employee or others.

n. "Illegal Drugs" or "drugs" refer to those drugs listed in Section 0.a. Section 0.a. lists the drugs and alcohol and the threshold levels for which a Covered Employee will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") threshold levels, or U.S. government required threshold levels where required, in effect at the time of testing, if applicable. Section 0.a. will be updated periodically to reflect the SAMHSA or U.S. government threshold changes, subject to mutual agreement of the parties.

o. "Invalid Drug Test" means the result of a drug test for an oral fluid specimen that contains an unidentified adulterant, or an unidentified substance, that has abnormal physical characteristics, or that has an endogenous substance at an abnormal concentration -preventing the laboratory from completing or obtaining a valid drug test result.

p. "MRO" means Medical Review Officer who is a licensed physician certified by the Medical Review Officers Certification Council or U.S. Department of Transportation responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

q. "Non-Negative Test" or "positive test" means a test result found to be Adulterated, Substituted, Invalid, or positive for alcohol or drug metabolites.

r. "Oral Fluid" means saliva or any other bodily fluid generated by the oral mucosa of an individual.

s. "Parties" means the City and County of San Francisco and the Building Inspector's Association.

t. "Policy" means "Substance Abuse Prevention Policy" or "Agreement" between the City and County of San Francisco and the Union and attached to the parties' Memorandum of Understanding ("MOU").

u. "Prescription Drug" means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.

v. "Refusal to Submit," "Refusing to Submit," "Refuse to Test," or "Refusal to Test" means a refusal to take a drug and/or alcohol test and includes, but is not limited to, the following conduct:

i. Failure to appear for any test within a reasonable time.
ii. Failure to remain at the testing site until the test has been completed.
iii. Failure or refusal to take a test that the Collector has directed the employee to take.
iv. Providing false information.
v. Failure to cooperate with any part of the testing process, including obstructive or abusive behavior or refusal to drink water when directed.
vi. Failure to provide adequate oral fluid or breath samples, and subsequent failure to undergo a medical examination as required for inadequate breath or oral fluid samples, or failure to provide adequate breath or oral fluid samples and subsequent failure to obtain a valid medical explanation.
vii. Adulterating, substituting or otherwise contaminating or tampering with an oral fluids specimen.
viii. Leaving the scene of an Accident without just cause prior to submitting to a test.
ix. Admitting to the Collector that an employee has Adulterated or Substituted an oral fluid specimen.
x. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
xi. Leaving work, after being directed to remain on the scene by the first employer representative, while waiting for verification by the second employer representative under section 6.I.b.

w. "Safety-Sensitive Function" means a job function or duty where a Covered Employee either:
(1) is operating a vehicle during paid work time on more than fifty-percent (50%) of the Covered Employee's work days on average over the prior three (3) months. Vacation, sick leave, administrative leave time and all other leave shall be excluded when determining whether a Covered Employee operates a vehicle on more than fifty-percent (50%) of his or her work days; or,
(2) is actually operating, ready to operate, or immediately available to operate Equipment other than a vehicle during the course of the Covered Employee's paid work time.

x. "Substance Abuse Prevention Coordinator" (SAPC) means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAPC will be chosen by the City.

y. "Split Specimen" means a part of the oral fluid specimen in drug testing that is retained unopened for a confirmation test (if required) or in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified Adulterated or Substituted Specimen test result.

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

4. COVERED CLASSIFICATIONS

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

5. SUBSTANCES TO BE TESTED

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

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

b. Prescribed Drugs or Medications.

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

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

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

6. TESTING

I. Reasonable Suspicion Testing

a. Reasonable suspicion to test a Covered Employee will exist when contemporaneous, articulable and specific observations concerning the symptoms or manifestations of impairment can be made. These observations shall be documented on the Reasonable Suspicion Report Form attached to this Appendix as Exhibit B. At least three (3) indicia of drug or alcohol impairment must exist, in two (2) separate categories, as listed on the Reasonable Suspicion Report Form. In the alternative, the employer representatives must confirm direct evidence of drug or alcohol impairment as listed on the Reasonable Suspicion Report Form.

b. Any individual or employee may report another employee who may appear to that individual or employee to be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or drug use or impairment in the workplace, two (2) trained supervisory employer representatives will independently verify the basis for the suspicion and request testing in person. The first employer representative shall verify and document the employee's appearance and behavior and, if appropriate, recommend testing to the second employer representative. The second employer representative shall verify the contemporaneous basis for the suspicion. If reasonable suspicion to test a Covered Employee arises between 11:00 p.m. and 7:00 a.m., or at a location outside the geographic boundaries of the City and County of San Francisco (excluding San Francisco International Airport), and where a second trained supervisory employer representative cannot reasonably get to the location within thirty (30) minutes, then the second employer representative shall not be required to verify the basis for the suspicion in person, but instead shall verify by telephone or email. After completing the verification, and consulting with the first employer representative, the second employer representative has final authority to require that the Covered Employee be tested.

c. If the City requires an employee under reasonable suspicion to be tested, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that he or she will be tested (up to a maximum of one hour) for the employee to obtain representation. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that he or she will be tested.

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

II. Post-Accident Testing

a. The City may require a Covered Employee who caused, or may have caused, an Accident, based on information known at the time of the Accident, to submit to drug and/or alcohol testing.

b. Following an Accident, all Covered Employees subject to testing shall remain readily available for testing. A Covered Employee may be deemed to have refused to submit to substance abuse testing if he or she fails to remain readily available, including failing to notify a supervisor (or designee) of the Accident location, or leaving the scene of the Accident prior to submitting to testing.

c. Nothing in this section shall delay medical attention for the injured following an Accident or prohibit an employee from leaving the scene of an Accident for the period necessary to obtain assistance in responding to the Accident or to obtain necessary emergency medical care.

d. If the City requires a Covered Employee to be tested post-Accident, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that he or she will be tested (a maximum of one hour) for the employee to obtain representation provided that the union representative meet the employee at the Accident site, work location or testing center as determined by the City. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that he or she will be tested.

e. As soon as reasonably possible after the occurrence of an Accident, the supervisor or other City representative at the Accident scene shall make best efforts to contact the Department of Human Resources (DHR) or designee, and DHR or designee shall then make best efforts to telephone the union(s) first designated representative on file with DHR representing the Covered Employee(s) involved in the Accident. If the first designated representative does not answer, DHR or designee shall leave a voice mail message notifying the union of the Accident and telephone the union(s) second designated representative on file with DHR. For purposes of

this paragraph, a designated representative shall be any union officer or employee whose telephone number is on file with DHR for the purpose of Accident review. The union may change the designated representative, in writing, as necessary from time to time, but it is the sole responsibility of the union to ensure that a current telephone number (with voice mail capability) for two designated representatives are on file with DHR.

7. TESTING PROCEDURES

I. Collection Site

a. If there is a trained Collector available on site, the City may conduct "on-site" tests (alcohol breathalyzer testing and oral fluid testing). If any of those tests are "Non-Negative," a confirmation test will be performed. The on-site tests may enable the Covered Employee and the City to know immediately whether that employee has been cleared for work.

b. If a trained Collector is not available on-site, the staff of a collection facility under contract to the City, or the City's drug testing contractor shall collect oral fluid samples from Covered Employees to test for prohibited drugs.

(1.) A Covered Employee presenting herself/himself at the approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until (s)he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as a "Refusal to Submit."

c. Covered Employees who Refuse to Test may be subject to disciplinary action, up to and including termination, pursuant to Exhibit A.

d. Alcohol and drug testing procedures.

(1.) Alcohol Testing Procedure. Tests for alcohol concentration on Covered Employees will be conducted with a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Alcohol tests shall be by breathalyzer using the handheld Alco-Sensor IV Portable Breath Alcohol Analyzer device, or any other U.S. Department of Transportation (DOT) approved breath analyzer device.

(2.) Drug Testing Procedure. Tests for drugs shall be by oral fluid collection. The oral fluid specimens shall be collected under direct visual supervision of a Collector and in accordance with the testing device manufacturer's recommended procedures for collection. Screening results may be provided by the Collector or by a laboratory. Confirmation tests shall be conducted at a laboratory.

(3.) The Covered Employee being tested must cooperate fully with the testing procedures.

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

e. After being tested for drugs, the Covered Employee may be barred from returning to work until the department is advised of the final testing result by the MRO. During that period, the Covered Employee will be assigned to work that is not safety-sensitive or placed on paid administrative leave for so long as the Covered Employee is eligible for such leave under the terms of the applicable provision of the City's Administrative Code. The test shall be deemed a negative test if the MRO has not advised of the final testing result by the time the Covered Employee's paid leave has expired under the terms of the applicable provision of the City's Administrative Code.

II. Laboratory

a. Drug tests shall be conducted by laboratories licensed and approved by SAMSHA which comply with the American Occupational Medical Association (AOMA) ethical standards. Upon advance notice, the parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for drugs identified in this policy. The City shall bear the cost of all required testing unless otherwise specified herein.

b. Tests for all controlled substances, except alcohol, shall be by oral fluid testing and shall consist of two procedures, a screen test and, if that is positive, a confirmation test.

c. To be considered positive for reporting by the laboratory to the City, both samples must be tested separately in separate batches and must also show positive results on the confirmatory test.

d. In the event of a positive test, the testing laboratory will perform an automatic confirmation test on the original specimen at no cost to the Covered Employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the Covered Employee's request and expense. The same, or any other, approved laboratory may conduct re-tests. The laboratory shall endeavor to notify the designated MRO of positive drug, alcohol, or adulterant tests results within five (5) working days after receipt of the specimen.

III. Medical Review Officer (MRO)

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

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

b. When the laboratory reports a confirmed positive, Adulterated, Substituted, positive-Diluted, or Invalid test, it is the responsibility of the MRO to: (a) make good faith efforts to contact the employee and inform him or her of the positive, Adulterated, Substituted, positive-Diluted, or Invalid test result; (b) afford the employee an opportunity to discuss the test results with the MRO; (c) review the employee's medical history, including any medical records and biomedical information provided by the Covered Employee, or his treating physician, to the MRO; and (d) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. Employees shall identify all prescribed medication(s) that they have taken. If the Covered Employee fails to respond to the MRO within three (3) days, the MRO may deem the Covered Employee's result as a positive result.

c. The MRO has the authority to verify a positive or Refusal To Test without interviewing the employee in cases where the employee refuses to cooperate, including but not limited to: (a) the employee refused to discuss the test result; or (b) the City directed the employee to contact the MRO, and the employee did not make contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the Covered Employee is tested.

d. If the testing procedures confirm a positive result, as described above, the Covered Employee and the Substance Abuse Prevention Coordinator (SAPC) for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. The results of a positive drug test shall not be released until the results are confirmed by the MRO. The Covered Employee may contact the SAPC, or the MRO, to request a drug or adulterant retest within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.

e. A drug test result that is positive and is a Diluted Specimen will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require that the employee take an immediate retest. If the retest yields a second negative Diluted Specimens result, the test will be treated as a normal negative test, except in the case of subsection (f).

f. If the final test is confirmed negative, then the Employee shall be made whole, including the cost of the actual laboratory re-testing, if any. Any employee who is subsequently determined to be subject of a false positive shall be made whole for any lost wages and benefits, and shall have their record expunged.

g. The City shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.

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

8. RESULTS

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

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

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

9. CONSEQUENCES OF POSITIVE TEST RESULTS

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

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

a. If the Union disagrees with the proposed disciplinary action, it may use the grievance procedure as set forth in the parties' MOU, provided, however, that such a grievance must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.

b. All proposed disciplinary actions imposed because of a positive drug/alcohol test(s) shall be administered pursuant to the disciplinary matrix set forth in Exhibit A. Subject to good cause, the City may impose discipline for conduct in addition to the discipline for a positive drug/alcohol test. The positive test may be a factor in determining good cause for such additional discipline.

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

10. RETURN TO DUTY

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

11. TRAINING

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

12. ADOPTION PERIOD

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

13. JOINT CITY/UNION COMMITTEE

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

14. SAVINGS CLAUSE

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

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

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

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

EXHIBIT B

REASONABLE SUSPICION REPORT FORM

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

Employee Name:
_____

Department: _____; Division and Work Location:
_____

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

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

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

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

1. SPEECH:
___ Incoherent/Confused
___ Slurred

2. BALANCE:
___ Swaying
___ Staggering
___ Arms raised for balance
___ Reaching for support
___ Falling
___ Stumbling

3. AWARENESS:
___ Confused
___ Lack of Coordination
___ Paranoid
___ Cannot Control Machinery/Equipment
___ Sleepy/Stupor/ Excessive Yawning or Fatigue

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

4. APPEARANCE:

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

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

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

Section IV

In addition to completing the narrative in Section III above:

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

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

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

Print name of first on-site Supervisor Employee Representative

_____

Signature_____ DATE: _____

Print name of second Supervisor Employer Representative

_____

Signature_____ DATE: _____

ATTACHMENT A – Compensation Grades

For current rates of pay, please refer to the City and County of San Francisco's Compensation Manual located at:
http://www.sfgov.org/site/uploadedfiles/dhr/compmanual/CompManual.pdf.

GLOSSARY- CIVIL SERVICE COMMISSION JURISDICTION

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

LEAVES OF ABSENCE

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

A. Sick Leave – Bereavement

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

2. Absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect. Leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

IN THE MATTER OF ARBITRATION	)	**INTEREST ARBITRATION**
	)	
between	)	
	)	
City and County of San Francisco	)	**Building Inspectors - Base Wage Increases**
	)	
-and-	)	
	)	
San Francisco Building Inspectors Association	)	**May 9, 2014**

APPEARANCES

For City and County of San Francisco

Blake Loebs, Deputy City Attorney

For San Francisco Building Inspectors Association

Alan C. Davis, Attorney, Davis and Reno, San Francisco

JURISDICTION OF ARBITRATOR

The San Francisco Building Inspectors Association (hereinafter referred to as the "Union" or "Association") is the exclusive representative for Building Inspectors employed by the City and County of San Francisco (hereinafter referred to as "City" or "Employer"). This bargaining unit includes approximately sixty-five (65) members in the classifications of Building Inspector ("Class 6331"), Senior Building Inspector ("Class 6333") and Chief Building Inspector ("Class 6334"). There are approximately fifty-one (51) Class 6331 Building Inspectors, which comprise the majority of bargaining unit members.

The Union was one of many Joint Craft unions recognized by the City in the July 1, 2012 - June 30, 2014 Memorandum of Understanding ("MOU"). The Union decided to leave the Joint Craft bargaining unit and negotiate a separate, successor MOU with the City for the term from July 1, 2014 through June 30, 2017.

The Association and the City (hereinafter referred to as the "Parties") entered into negotiations and were able to resolve some of their outstanding impasse issues. After negotiations ended on April 17, 2014, the following items were at impasse:

1. Wages
2. Overtime and Compensatory Time Off
3. Automobile Use
4. Personnel Files
5. Certification Premiums
6. Site Parking
7. Commuter Checks
8. Vehicle Maintenance Records
9. Subcontracting

The Parties utilized San Francisco Charter Sections A8.409 et seq. to resolve their impasse items by selecting a three-member Mediation/Arbitration Board ("Board"). The Board consisted of Richard John Miller, Neutral Chairperson, D. LaWanna Preston, Senior Employee Relations Representative, as the City Board member and Vincent Courtney, Executive Director, Alliance for Jobs and Sustainable Growth, as the Union Board member.

An arbitration/mediation hearing was held on April 30 and May 1, 2 and 4, 2014, at 9:00 a.m. at the City's Human Resources Department Offices, 1 Van Ness Avenue, San Francisco. After the close of the arbitration proceedings on May 2, 2014, the Neutral Chairperson acted as the mediator, and the Parties through reason and fair compromise ultimately resolved during mediation, all of the impasse issues other than base wage increases. At the direction of the Board, pursuant to San Francisco Charter Section A8.409-4(d), the Parties exchanged their final base wage offer on May 4, 2014. The Parties were unfortunately not able to resolve the base wage issue through further mediation. Thereafter, the Parties were allowed to make closing oral arguments pertaining to their final base wage offer, after which the record was considered closed.

ISSUE ONE: BASE WAGE INCREASES

FINAL POSITION OF THE ASSOCIATION

Represented employees will receive the following base wage increases:

> Effective as of the first full pay period beginning in October, 2014: 3%
>
> Effective as of the first full pay period beginning in July, 2015: A new Step 6 of 5% shall be implemented for all classifications represented by the bargaining unit.
>
> Effective as of the first full pay period beginning in October, 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%<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.

FINAL POSITION OF THE CITY

Represented employees will receive the following base wage increases:

October 11, 2014: 3%

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%<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 Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

ANALYSIS OF THE EVIDENCE

The criteria to be used by the Board in rendering their decision on the sole issue of appropriate base wage increases for the term of the successor three year MOU (effective July 1, 2014 through June 30, 2017) for members of the Association is that mandated by San Francisco Charter A8.409-4 et seq.

Specifically, San Francisco Charter A8.409-4(d) states the Parties must submit their last offer of settlement on each impasse item to the Board. This provision then states:

> The Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds by a preponderance of the evidence presented during the arbitration most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment, including, but not limited to: changes in the average consumer price index for goods and services; the wages, hours, benefits and terms and conditions of employment of employees performing similar services; the wages, hours, benefits and terms and conditions of employment of other employees in the City and County of San Francisco; health and safety of employees; the financial resources of the City and County of San Francisco, including a joint report to be issued annually on the City's financial condition for the next three fiscal years from the Controller, the Mayor's budget analyst and the budget analyst for the Board of Supervisors; other demands on the City and County's resources including limitations on the amount and use of revenues and expenditures; revenue projections; the power to levy taxes and raise revenue by enhancements or other means; budgetary reserves; and the City's ability to meet the costs of the decision of the Arbitration Board. In addition, the Board shall issue written findings on each and every one of the above factors as they may be applicable to each and every issue determined in the award. Compliance with the above provisions shall be mandatory.

Thus, the Board is mandated under San Francisco Charter A8.409-4(d) to decide the final base wage offer of the City or the final base wage offer of the Association. The City's final base wage offer is a minimum of 8.50% and a maximum of 9.50% for the three year term of the successor MOU. The City's final base wage offer is patterned after the settlement made during

mediation in the Local 21, Professional and Technical Engineers, and San Francisco City/County arbitration case. There have been at least eleven (11) other City bargaining units who have accepted this same base wage offer, without exception. On the other hand, the Association's final base wage offer is identical to that of the City's final base wage offer, with the one significant difference being the addition of a 5% step. Accordingly, the Association's final base wage offer equates to a minimum increase of 13.50% and a maximum increase of 14.50%.

The first factor under San Francisco Charter A8.409-4(d) for consideration by the Board is the Consumer Price Index ("CPI") for goods and services in the area. The Parties agree that the relevant CPI is the Urban Wage Earners and Clerical Workers for the San Francisco-Oakland-San Jose area. The CPI-U for this area has increased by 20.1% from February 2006 through February 2014. The compounded general wage increases for this bargaining unit and all other City bargaining units (since there has been similar or same uniform general wages increases for all City bargaining units during this period of time) has been 13.7%. In addition, Proposition B Pension Enhancement/Wage Credit has increased by 2.9% during this period. Therefore, the Building Inspectors base wages have increased by nearly 17% over the eight-year period compared to the 20.1% increase in CPI-U cited for the same period. This is before accounting for the

increases in the cost of City-paid employee benefits to health insurance and pension contributions over the same period, which were the equivalent of 20.23% in base wage increases (5.99% for health insurance and 14.24% for pension).

Clearly, the evidence establishes there is no justification to grant the Association's final base wage position, which adds a 5% step, based solely on the CPI. The City's final base wage offer of a minimum of 8.50% to a maximum of 9.50% for the three year MOU period appears to address the anticipated increases in the CPI. Moreover, the City's final base wage offer has been accepted by at least eleven (11) other City bargaining units, without modification, whose members were and will be faced with the same increases in the CPI as Building Inspectors. None of these settled City bargaining unit groups were given an additional 5% wage step to offset past or anticipated CPI increases.

The second factor for consideration by the Board is the wages, hours, benefits, and terms and conditions of employment of employees performing similar services. This factor is commonly referred to as external or market comparability, wherein the wages, hours, benefits, and terms and conditions of employment of Building Inspectors in the San Francisco Bay Area ("Bay Area") are to be compared to other Building Inspectors in comparable jurisdictions.

The Parties agreed on essentially the same comparability groups consisting of Bay Area cities with a population of 100,000 or more and the counties within the Bay Area. There was some discussion between the Parties during bargaining about the Association adding the City of Antioch to the comparability group and Santa Cruz County being added by the City. The comparability data included by both Parties used the City of Antioch but not Santa Cruz County. Consequently, the comparability group consisted of the counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma. The comparability group also included the cities of Berkeley, Fremont, Hayward, Oakland, Antioch, Concord, Richmond, Daly City, San Jose, Santa Clara, Sunnyvale, Fairfield, Vallejo, and Santa Rosa.

The external or market comparability data establishes that with regard to maximum wages paid to Building Inspector IIs, the City of San Francisco is 27.1% higher than the median (average) of the Bay Area group using the City's method of calculation and 19.6% above average using the Association's method. The difference in calculations stem from the City using the Building Inspector II classification (the predominate classification in the City) when exact classification comparisons could be made with the comparables, and when not, the City used Building Inspector, Building Inspector I/II or a combination of

classifications. The Association, on the other hand, used the Building Inspector II classification for comparison purposes when possible, and when not, used the Senior Building Inspector, Building Inspector I/II or used a combination. In any event, whether the Board uses the survey methodology of either the City or Association the results are the same -- the City's Building Inspector IIs are being paid a substantially higher maximum wage rate then their counterparts in the comparison group.

The same analysis results occur when total compensation including wages, incentive pay, longevity, uniform, employer pickup, cost sharing, deferred compensation, and employer paid health insurance are combined and considered. The City's Building Inspectors are receiving total compensation approximately 13% higher than their counterparts in the comparison group.

This vast difference in wages and benefits is apparently due to the unique inspection duties being performed by City inspectors involving high rise buildings or other complex structures that are not prevalent in the cities and counties in the comparison group.

Clearly, the external comparison analysis, whether using wages alone or total compensation, strongly supports the City's final base wage position. There is no convincing or compelling evidence in the record that would justify an external market

adjustment that would include the additional 5% step sought by the Association.

The third factor for consideration by the Board is the wages, hours, benefits, and terms and conditions of employment of other employees in the City and County of San Francisco. The Parties spent a considerable amount of time arguing that this factor clearly supports their respective final base wage offers. The Association argues that their absolute need for an additional 5% wage step is mandated by the excessive amount of work being done by Building Inspectors during this "boom" cycle of construction in the Bay Area, especially the new high rises being built in downtown San Francisco. Moreover, the Union argues that due to this extremely heavy workload, sometimes from "foundation to finish" on a new structure, the Building Inspectors deserve an additional 5% wage step increase since they are performing substantially more inspection work than electrical and/or plumbing inspectors on the same jobs represented in the City by other craft unions.

The City argues that the Association's 5% wage step demand is not justified because the Association has not proven that Building Inspectors are performing substantially more inspections than electrical or plumbing inspectors, and even if Building Inspectors are performing more building inspections, there has never been a different wage for building, electrical,

mechanical, or housing inspectors. They are all being presently paid at an annual maximum of $108,888. In fact, for at least the last thirty (30) years the wages paid to building, electrical and plumbing inspectors have been the same whether building construction in the City was in a "bust" or "boom" cycle, irrespective of their relative workload demands.

The evidence clearly establishes that Building Inspectors are intelligent, hard-working, ambitious, and knowledgeable City employees. They must know and understand the building codes that are continually being revised for health and safety reasons. This is not an easy task as illustrated by the number of building code publications shown at the hearing.

There, however, was not a compelling or convincing showing from the evidence, including the testimony of the Association's Building Inspector witnesses and an outside contractor, that the Building Inspectors are performing substantially greater tasks, responsibilities and workloads than electrical and plumbing inspectors, which would justify the additional 5% step. All inspectors in the building trades are being affected by the "boom" in building construction in San Francisco and the Bay Area. This is an admirable position compared to other areas in the United States who are experiencing a "depressed" economy with buildings being destroyed rather than the "robust" economy in the Bay Area.

In the final analysis, there was no substantial evidence to break the longstanding practice of Building Inspectors receiving the same wages as electrical and plumbing inspectors. While the plumbing and electrical inspectors have not yet settled their MOU for the next three years, the City's final offer (premised on the Local 21 settlement), which has been accepted by at least eleven (11) other unions, without wage modification, will be the norm rather than the exception.

Most certainly, the Association has not proven that Building Inspectors are comparable with Class 6281 Fire Safety Inspector II or any engineering positions, which was their position during phases of the hearing, and alleged justification for their additional 5% step. Class 6331 Building Inspectors do not perform fire inspection duties and responsibilities that are being performed by employees in Class 6281. Moreover, Class 6281 is a "dead" class with no one having been hired in that classification for over twenty (20) years.

Further, Class 6331 Building Inspectors are not performing engineering duties and responsibilities, and they are not required to possess engineering degrees unlike the engineering classifications.

As to the other financial factors found in San Francisco Charter A8.409-4(d), none of them have a bearing on this case. The Employer conceded that they had the financial ability, based

upon the resources of the City and County of San Francisco, to fund the Association's final base wage offer in light of the projected cash reserve balances accrued during this "boom" in building construction. The overall economy in the Bay Area is robust. Moreover, the majority of the bargaining unit members are being paid from a special fund, which exclusively derives revenue from the developers to pay for the salary and benefits of Building Inspectors. The fund balance in the building fund was approximately 71 million dollars ending June 30, 2013.

An equitable approach that might be considered by the City in the future that was mentioned during the hearing would be the hiring of more Building Inspectors to alleviate some of the workload concerns of the Building Inspectors or consideration could be given for smaller internal wage equity adjustments other than the additional 5% step sought by the Union. Internal wage adjustments are sometimes granted based upon greater workload demands and/or market adjustments.

AWARD

The Board has carefully considered the factors traditionally taken into consideration under San Francisco Charter A8.409-4(d) in the determination of the appropriate base wage increases for bargaining unit members for the three year term of the successor MOU. Based upon a preponderance of the evidence, in light of the factors traditionally taken into

consideration under San Francisco Charter A8.409-4(d), the majority of the Board concludes that the City's final base wage offer is to be awarded.

/s/ Richard John Miller
Neutral Chairperson

/s/ D. LaWanna Preston
City Board Member
(Concurs)

/s/ Vincent Courtney
Union Board Member
(Dissents)

Dated May 9, 2014.

consideration under San Francisco Charter A8.409-4(d), the majority of the Board concludes that the City's final base wage offer is to be awarded.

/s/ Richard John Miller
Neutral Chairperson

/s/ D. LaWanna Preston
City Board Member
(Concurs)

/s/ Vincent Courtney
Union Board Member
(Dissents)

Dated May 9, 2014.

MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

~~**BRICKLAYERS AND ALLIED CRAFTS, LOCAL 3**~~

~~**And**~~

~~**HOD CARRIERS, LOCAL 166**~~

~~**And**~~

BUILDING INSPECTORS' ASSOCIATION

~~**And**~~

~~**THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL, LOCAL 22**~~

~~**And**~~

~~**CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL 12**~~

~~**And**~~

~~**PLASTERERS AND CEMENT MASONS, LOCAL 300**~~

~~**And**~~

~~**GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS, LOCAL UNION NO. 718**~~

~~**And**~~

~~**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTIST AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 16**~~

~~**And**~~

~~**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL ORNAMENTAL, REINFORCING IRON WORKERS, RIGGERS AND MACHINERY MOVERS, LOCAL 377**~~

~~And~~

~~AUTO, MARINE AND SPECIALTY PAINTERS, LOCAL UNION NO. 1176~~

~~And~~

~~PILE DRIVERS, DIVERS, CARPENTERS, BRIDGE, WHARF AND DOCK BUILDERS, LOCAL UNION NO. 34~~

~~And~~

~~PLASTERERS AND SHOPHANDS, LOCAL 66~~

~~And~~

~~UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, LOCAL 40~~

~~And~~

~~SHEET METAL WORKERS INTERNATIONAL UNION, LOCAL 104~~

~~And~~

~~TEAMSTERS, LOCAL 853~~

JULY 1, 20~~12~~ 2014- JUNE 30, ~~2014~~ 2017

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ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through the designated representatives acting on behalf of ~~the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166;~~ Building Inspectors' Association~~; Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories, and Canada, Local 16; International Association of Bridge, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Auto, Marine and Specialty Painters, Local Union No. 1176; Pile Drivers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; Teamsters, Local 853~~ (hereinafter "Union~~(s)~~").

I.A. RECOGNITION

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

~~7307~~	~~Bricklayer~~	~~Unit 4~~	~~Local 3~~
~~7378~~	~~Tile Setter~~	~~Unit 4~~	~~Local 3~~
~~7428~~	~~Hod Carrier~~	~~Unit 10~~	~~Local 36~~
6331	Building Inspector	Unit 51 Inspectors' Association	Building
6333	Senior Building Inspector	Unit 51 Inspectors' Association	Building
6334	Chief Building Inspector	Unit 50 Inspectors' Association	Building
~~7226~~	~~Carpenter Supervisor I~~	~~Unit 21~~	~~Local 22~~
~~7236~~	~~Locksmith Supervisor I~~	~~Unit 21~~	~~Local 22~~
~~7272~~	~~Carpenter Supervisor II~~	~~Unit 21~~	~~Local 22~~
~~7342~~	~~Locksmith~~	~~Unit 21~~	~~Local 22~~
~~7344~~	~~Carpenter~~	~~Unit 21~~	~~Local 22~~

~~7358 Pattern Maker~~	~~Unit 21~~	~~Local 22~~
~~7311 Cement Masons~~	~~Unit 39~~	~~Local 300~~
~~7326 Glazier~~	~~Unit 41~~	~~Local 718~~
~~7233 Glazier Supervisor I~~	~~Unit 41~~	~~Local 718~~
~~1766 Media Production Technician~~	~~Unit 6~~	~~Local 16~~
~~1767 Media Programming Specialist~~	~~Unit 6~~	~~Local 16~~
~~1769 Media Production Supervisor~~	~~Unit 6~~	~~Local 16~~
~~1777 Media Security Systems Specialist~~	~~Unit 6~~	~~Local 16~~
~~1781 Media Security Systems Supervisor~~	~~Unit 6~~	~~Local 16~~
~~7377 Stage Electrician~~	~~Unit 6~~	~~Local 16~~
~~7389 Metalsmith~~	~~Unit 35~~	~~Local 377~~
~~7395 Ornamental Iron Worker~~	~~Unit 35~~	~~Local 377~~
~~9342 Ornamental Iron Worker Supervisor I~~	~~Unit 35~~	~~Local 377~~
~~9346 Fusion Welder~~	~~Unit 35~~	~~Local 377~~
~~7242 Painter Supervisor I~~	~~Unit 2~~	~~Local 1176~~
~~7278 Painter Supervisor II~~	~~Unit 2~~	~~Local 1176~~
~~7346 Painter~~	~~Unit 2~~	~~Local 1176~~
~~9332 Piledriver Supervisor I~~	~~Unit 9~~	~~Local 34~~
~~9330 Pileworker~~	~~Unit 9~~	~~Local 34~~
~~9328 Apprentice Pile Worker I~~	~~Unit 9~~	~~Local 34~~
~~9329 Apprentice Pile Worker II~~	~~Unit 9~~	~~Local 34~~
~~7361 Plasterer~~	~~Unit 14~~	~~Local 66~~
~~9343 Roofer~~	~~Unit 13~~	~~Local 40~~
~~9344 Roofer Supervisor I~~	~~Unit 13~~	~~Local 40~~
~~6235 Heating and Ventilating Inspector~~	~~Unit 15~~	~~Local 104~~
~~7247 Sheet Metal Worker Supervisor II~~	~~Unit 15~~	~~Local 104~~
~~7376 Sheet Metal Worker~~	~~Unit 15~~	~~Local 104~~
~~9345 Sheet Metal Worker Supervisor I~~	~~Unit 15~~	~~Local 104~~
~~7393 Soft Floor Coverer~~	~~Unit 5~~	~~Local 12~~
~~7394 Soft Floor Coverer Supervisor~~	~~Unit 5~~	~~Local 12~~
~~7251 Track Maintenance Workers Supervisor I~~	~~SFMTA~~	~~Local 853~~
~~7355 Truck Driver~~	~~Unit 20~~	~~Local 853~~

3. The terms and conditions of this Agreement shall also be automatically applicable to any classification that is accreted to the unit covered by this Agreement during its term. This Agreement shall not automatically extend to bargaining units for which the Union ~~have~~ **has** established a representative status through affiliations or service agreements. Upon

request of ~~a~~ **the** Union, the City will meet and confer concerning proposed changes to the bargaining units.

I.B. INTENT

4. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action.

5. Moreover, it is the intent of the Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this Agreement over which the Mayor has no jurisdiction.

6. ~~It is the intent of the parties that the provisions of the main body of this Agreement apply generally to all classifications of employees covered by this Agreement, except as otherwise limited herein to specific classifications or unions. The Appendices attached apply to employees represented by specific unions, as detailed in each appendix.~~

I.C. OBJECTIVE OF THE CITY

7. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

8. The Union recognizes the City's right to establish and/or revise performance levels, Standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City shall meet and confer prior to the implementation of any production quotas.

9. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

I.D. MANAGEMENT RIGHTS

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

I.E. NO WORK STOPPAGES

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

~~I.F. JOINT ADVISORY COMMITTEE~~

12. ~~Signatory Unions to the Consolidated Crafts Agreement and the U.A. Local 38 Agreement (collectively "the Unions") may, at their option, cause the establishment of a Joint Advisory Committee (Joint Committee) consisting of one member appointed by U.A. Local 38, one member appointed by the signatories to the Consolidated Crafts Agreement, and two members appointed by the City's Employee Relations Director, which shall review and attempt to resolve grievances and other matters of concern including, but not limited to, the uniformity of interpretation of this Agreement. The Joint Committee may issue unanimous advisory non-binding opinions; however, nothing in this section shall authorize the Joint Committee to take any action that would bind either the Unions or the City. Any unanimous advisory non-binding opinion issued by the Joint Committee shall not be used by either party in any arbitration proceeding conducted under this Agreement or in any other adversary proceeding. No written opinions may be issued by the Joint Committee without the unanimous support of all four members. The Joint Committee shall calendar no less than four meetings per year on a quarterly basis.~~

I.~~G~~.F. GRIEVANCE PROCEDURE

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

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

A grievance does not include the following:

15. a. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.

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

3. Time Limits

17. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.

18. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

4. Steps of the Procedure – Non-Discipline Grievances

19. a. Except for grievances involving multiple employees or multiple departments, all grievances must be initiated at Step 1 of the grievance procedure.

20. (1) A grievance affecting more than one employee shall be filed with the Appointing Officer or designee at Step 3. Grievances affecting more than one department shall be filed with the Employee Relations Division at Step 4. In the event the City disagrees with the level at which the grievance is filed, it may submit the matter to the Step it believes is appropriate for consideration of the dispute.

21. (2) The grievant may have a Union representative present at all steps of the grievance procedure.

22. b. Step 1:
An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than thirty (30) days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the

alleged violation being grieved.

23. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth:

1. the facts of the grievance;
2. the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and
3. the remedy or solution being sought by the grievant.

24. This form should be attached to any request to move the grievance to each successive step in the grievance procedure.

25. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.

~~d.~~ **c.** Step 2:

26. ~~A grievant~~ **If the Union is** dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 1 response. The Appointing Officer or designee may convene a meeting within twenty (20) days with the grievant and/or the grievant's Union representative. The Appointing Officer or designee shall respond in writing within twenty (20) days of the hearing or receipt of the grievance, whichever is later.

~~e~~ **d.** Step 3:

27. ~~A grievant~~ **If the Union is** dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Employee Relations Director at the Employee Relations Division ("ERD"), in writing, within twenty (20) days of receipt of the Step 2 response. ERD may convene a grievance meeting within twenty (20) days with the grievant and/or the grievant's Union. The Director **or designee** shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.

~~f~~ **e.** Arbitration

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

5. **Selection of the Arbitrator**

28.a. **a. The City and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of the union's receipt of ERD's letter acknowledging the Union's letter moving the matter to arbitration.**

29. ~~a.~~ **b.** When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within five (5) working days, or any extension of time mutually agreed upon, the parties shall request that the State Mediation and Conciliation Service ("SMCS") provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.

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

6. **Steps of the Procedure – Disciplinary Grievances**

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

a. Step 1:

32. 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.

b. Step 2:

33. 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.

34. c. If the Employee Relations Director's response is unsatisfactory only the Union may file a written appeal to arbitration. This appeal must be filed with the Employee Relations Director at ERD no later than fifteen (15)

days following issuance of the Step 2 response.

d. Selection of the Arbitrator

35. Arbitrators shall be selected in the same manner as in non-disciplinary grievances.

e. Expedited Arbitration

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

37. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.

38. 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.

39. 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.

40. ~~For Fiscal Year 2012-2013, t~~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 2013-2014,~~ if the City and the Union agree that there is sufficient demand to do so.

7. Authority of the Arbitrator

41. 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.

8. Fees and Expenses of Arbitration

42. 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 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.

9. Hearing Dates and Date of Award

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

44. 10. Any claim for monetary relief shall not extend more than forty-five (45) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

11. "Skelly" Rights

45. 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:

46. a. A notice of the proposed action;

47. b. The reasons for the proposed discipline;

48. c. A copy of the charges and the materials upon which the action is based, and

49. d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

50. 12. During the term of this Agreement, the City's Department of Human Resources (DHR) will keep track of Union grievances as follows. For each grievance at each step of the grievance process, the Union shall be responsible for mailing (or emailing) a copy of the grievance, as well as notification that the grievance is being moved to the next step, to a person designated by the City's Employee

Relations Director. The Union shall also be responsible for notifying DHR's designee in writing that the grievance is being moved to arbitration and identifying who the grievance was handed to at Step 1. For each grievance, where the Union has notified DHR as described above, DHR shall record: (a) when the grievance was filed; (b) when the grievance was moved to each successive step; (c) when the arbitration was calendared for arbitration; (d) when the arbitration took place; and (e) when the arbitration decision was issued or, in the alternative, whether the grievance was resolved in another manner; provided, however, that DHR shall only be responsible for recording the cited information if the Union provides it.

I.~~H.~~G. OFFICIAL REPRESENTATIVES AND STEWARDS

1. OFFICIAL REPRESENTATIVES

51. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City, during the employee's regular duty or work hours without loss in compensation, on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings, and the City disagrees, the Union shall discuss the matter with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.

52. 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.

53. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.

54. 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.

2. STEWARDS

55. a. The Union shall furnish the City with an accurate written list of stewards and alternate stewards. The Unions may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by a Union, none will be recognized for that area or shift.

56. b. The Unions recognize that it is the responsibility of the steward to assist

in the resolution of grievances at the lowest possible level.

57. c. Upon notification of a designated management person, stewards or designated officers of the Unions subject to management approval which shall not be unreasonably withheld shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.
Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.

58. d. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty if requested by the employee for purposes of representation.

59. e. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, or a disciplinary action, to interview an employee during the employee's duty time.

3. BUILDING INSPECTORS' ASSOCIATION TIME OFF FOR GRIEVANCE

60. ~~For additional Building Inspectors' Association provisions regarding Time Off For Grievances, see Appendix B.~~ *If an employee desires the assistance of a representative of the Association in the processing of a grievance, the City agrees to permit one (1) Association representative and any coworkers who may reasonably be needed in the processing of the grievance, reasonable time off during regular work hours, without loss of compensation or other benefits for this purpose. The grievant and/or authorized representative shall obtain the approval of their immediate supervisor or other authorized departmental supervisor before leaving their duty or work station or assignment for the purpose of processing a grievance.*

~~I.~~H UNION SECURITY

1. AUTHORIZATION FOR DEDUCTIONS

61. 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 designated payee all sums so deducted. Upon request of a 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

62. 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 Unions, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, One South Van Ness Ave., 8th 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.J.I AGENCY SHOP

1. APPLICATION

63. Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Unions 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.

2. IMPLEMENTATION

64. An agency shop shall be implemented within representation units or sub-units when:

a. Election

65. The Union has requested, in writing, an election on the issue, to be conducted by the State Mediation and Conciliation Service and 50% plus one of those voting favor agency shop, or

b. Two-thirds (2/3) Membership

66. The Union makes a showing that 2/3 of the employees within the unit or sub-unit are dues paying members of the Union, or

c. New Employees

67. 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.

3. SERVICE FEE

68. 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 remains 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.

69. 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 have complied with the requirements set forth in this section and in *Hudson*, 475 U.S. 292.

4. FINANCIAL REPORTING

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

5. RELIGIOUS EXEMPTION

71. Any employee of the City in a classification described herein, 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 proof of membership and historical objection be relieved of any obligation to pay the required service fee, and such employee shall make a qualified contribution at the time and manner herein prescribed.

72. a. The Qualified Charitable Contribution shall be a sum equal to the service fee and shall be paid at the times said fees would otherwise be due and payable if the employee were not exempt under this provision.

73. b. The Qualified Charitable Contribution shall be paid to any qualified "non-religious non-labor" charity so long as such charity remains exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

74. c. Payment of Qualified Charitable Contributions by persons and at the times and manner described in this paragraph shall be a condition precedent to continued employment. The employee shall supply the City and Union with an acknowledgement of receipt from the qualified charity or other satisfactory evidence on a monthly basis that the Qualified Charitable Contribution has been paid in a timely fashion.

6. PAYROLL DEDUCTION

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

76. ~~**TEAMSTERS, LOCAL 853 (APP. K)**~~
~~For Teamsters, Local 853 provisions regarding D.R.I.V.E. Contributions By Check-Off, see Appendix K.~~

7. EMPLOYEE LISTS

77. a. The City shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.

78. b. A list of all employees including those newly hired into the unit in represented classes shall be provided to the Unions 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.

79. c. Upon presentation to the City by the Union(s) of a packet of information concerning agency fee rights and obligations of employees, Union membership application, dues deduction authorization forms, and other similar information, regarding the Union, the City shall distribute this packet, along with initial employment materials, to all employees who enter the unit covered by this Agreement, either as new hires, transferees,

or otherwise.

8. INDEMNIFICATION

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

~~I.K.~~J BULLETIN BOARDS

81. Upon request by the Union, departments shall provide reasonable space on bulletin boards for use by the Union to communicate with its represented employees.

~~I.L. APPRENTICESHIP PROGRAM~~

82. ~~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(s).~~

83. ~~The following journey-level classes ("Apprenticeable Classes") shall be eligible for an apprenticeship program:~~

~~7307 Bricklayer~~
~~7378 Tile Setter~~
~~7342 Locksmith~~
~~7344 Carpenter~~
~~7358 Pattern Maker~~
~~7311 Cement Mason~~
~~7326 Glazier~~
~~7395 Ornamental Iron Worker~~
~~9346 Fusion Welder~~
~~7346 Painter~~
~~9330 Pileworker~~
~~7361 Plasterer~~
~~9343 Roofer~~
~~7376 Sheet Metal Worker~~

I.K. UNION ACCESS

83a. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such rules and regulations immediately below, as well as to such rules and regulations as may be agreed to by the department and the union. Union access to work locations will not disrupt or interfere with a department's mission and services or involve any political activities.

83b. **Union representatives have a reasonable right of access to non-work areas (bulletin boards, employee lounges and break rooms) and to hallways, in order to reach non-work areas to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees.**

83c. **Union representatives must identify themselves upon arrival at a City department. Union representatives may use department meeting space with a reasonable amount of notice, subject to availability.**

83d. **In work units where the work is of a confidential nature and in which the department requires it of other non-employees, a department may require that union representatives be escorted by a department representative when in areas where said confidential work is taking place.**

83e. **Nothing herein is intended to disturb existing written departmental union access policies. Further, departments may implement additional rules and regulations after meeting and conferring with the Union.**

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

84. 1. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, 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.

85. Discrimination as used herein shall mean discrimination as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Acts of 1866~~, and any other laws and regulations relating to employment discrimination~~.

86. 2. A complaint of discrimination or sexual harassment may, at the option of the employee, group of employees, or a Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service Rules, the City Administrative Code and federal and state law. Provided, however, if the employee, group of employees, or a Union elects to pursue remedies for discrimination or sexual harassment complaints outside the procedures of the Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process.

II.B. AMERICANS WITH DISABILITIES ACT

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

II.C. PROBATIONARY PERIOD

88. The probationary period as defined and administered by the Civil Service Commission shall be:

89. 2080 hours for new appointees.

90. 1040 hours for a promotive appointment.

91. 520 hours for any other appointment type (i.e. bumping, transfers).

92. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee's probationary period as defined and administered by the Civil Service Commission. Provided however, upon permanent appointment, all employees must serve no less than a 173 hour probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.

93. The ~~parties~~ **employee and the Appointing Officer or designee** may extend the duration of the probationary period by mutual consent in writing. **The City shall give notice to the Union at the time that it seeks to extend an employee's probationary period.**

II.D. PERSONNEL FILES

94. 1. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the Department's personnel office unless another location is designated and the employee notified in writing. Each employee shall have the right to review the contents of his/her official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided to the employee at his/her request. Copies in excess of 100 pages shall be at a charge of ten (10) cents per page.

95. 2. An employee shall have the opportunity to review, sign and date any and all material to be included in the file. The employee may also attach a response to such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author, except for routine payroll and personnel administration documents. The City may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand delivery, except disciplinary notification which must be sent by certified mail when the employee is on leave.

96. 3. With the approval of the Appointing Officer or designee, the employee may include material relevant to his/her performance of assigned duties in the file.

97. 4. Upon request of an employee subject to the approval of the Appointing Officer or designee, material relating to disciplinary action in the employee's file which has been in the file for more than two (2) years may be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has had no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for purpose of assisting the City in

defending itself in legal or administrative proceedings. In no event will the sealed material be used for disciplinary proceedings against the individual in whose file the document (s) have been sealed. Performance evaluations are excluded from this provision.

98. 5. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; misconduct stemming from drug or alcohol abuse; mistreatment of persons (except mere verbal altercations not involving discrimination or threats of violence); acts which would constitute a felony or misdemeanor involving moral turpitude; and/or acts which present an immediate danger to the public health and safety.

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

II.E. JURY DUTY

100. An employee shall be excused from work on a work day on which she/he performs jury services, providing she/he gives prior notification to her/his supervisor.

101. Employees assigned to jury services whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when performing jury service, providing she/he gives prior notification to her/his supervisor.

102. Employees shall be required to provide proof of jury service to verify actual appearance for each day of jury service.

~~II.F. SUBSISTENCE PAY~~

103. ~~The City agrees to provide any eligible employee covered by this Agreement with daily subsistence pay in accordance with the Annual Salary Appropriation Ordinance, Section 17.~~

~~II.G.~~ F WORKFORCE REDUCTION ~~(BUILDING INSPECTORS' ASSOCIATION)~~

104. ~~For Building Inspectors' Association provisions regarding Workforce Reductions, see Appendix B.~~ *The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.*

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

ii. The City shall provide written information relating to staffing levels and workloads in a given department, upon written request to the Director of Building Inspection or the appointing authority in other City agencies, where inspectors covered by this Agreement are employed.

II.H. SUBCONTRACTING

Subcontracting of Work – City Charter Section 10.104-15

1. "PROP. J" CONTRACTS

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

106. 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.

107. 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:

108. (1) possible alternatives to contracting or subcontracting;

109. (2) questions regarding current and intended levels of service;

110. (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15,

111. (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

112. (5) questions relating to the effect on individual worker productivity by providing labor saving devices;

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

2. ADVANCE NOTICE TO UNIONS ON PERSONAL SERVICES CONTRACTS

114. a. Departments shall notify the Unions of proposed personal services contracts where such services could potentially be performed by represented classifications. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or thirty (30) days prior to the Submission of a PSC request to the Department of Human Resources and/or Civil Service Commission, whichever occurs first, the City shall notify the affected union of any personal services contract(s), including a copy of draft PSC summary form, where such services could potentially be performed by represented classifications.

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

116. c. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the affected Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

117. 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.

118. e. The City agrees to provide affected unions with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

~~3. ADVANCE NOTICE TO EMPLOYEE ORGANIZATIONS OF THE CONSTRUCTION/MAINTENANCE OR JOB ORDER CONTRACTS~~

119. ~~a. At the time the City issues an invitation for a Construction/Maintenance or Job Order Contract, the City shall notify the affected Union and also notify the San Francisco Building and Construction Trades Council of any construction/maintenance or job order contract(s) where such services could potentially be performed by represented classifications.~~

120. ~~b. Twenty days prior to the time the City issues a Task Order/Work Order funded by a Construction/Maintenance or Job Order Contract, the City shall notify the affected Union and also notify the San Francisco Building and Construction Trades Council of any such task order/work order.~~

121. ~~c. If an employee organization wishes to meet with a department over a proposed construction/maintenance contract and/or task order/work order, the employee organization must make its request to the appropriate department within ten calendar days after the receipt of the department's notice. The parties shall meet and discuss, within ten calendar days of receipt of request to meet and 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 employee organization, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.~~

122. ~~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 c.~~

123. ~~e. 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.I. SENIORITY (TEAMSTERS, LOCAL 853; APP. K)~~

124. ~~For Teamsters, Local 853 provisions regarding Seniority, see Appendix K.~~

~~II.J. SHIFT BIDDING (TEAMSTERS, LOCAL 853; APP. K)~~

125. ~~For Teamsters, Local 853 provisions regarding Shift Bidding, see Appendix K.~~

~~II.K. TRUCK DRIVER ASSIGNMENTS (TEAMSTERS, LOCAL 853; APP. K)~~

126. ~~For Teamsters, Local 853 provisions regarding Truck Driver Assignments, see Appendix K.~~

~~**II.L. COMMERCIAL LICENSE UPGRADES (TEAMSTERS, LOCAL 853; APP. K)**~~

127. ~~For Teamsters, Local 853 provisions regarding Commercial License Upgrades, see Appendix K.~~

~~**II.M. FEES FOR ADDITIONAL LICENSE AND/OR ENDORSEMENTS TO A COMMERCIAL DRIVERS LICENSE (TEAMSTERS, LOCAL 853; APP. K)**~~

128. ~~For Teamsters, Local 853 provisions regarding Fees for Additional License and/or Endorsements to a Commercial Drivers License, see Appendix K.~~

II.~~N.~~I MINIMUM NOTICE FOR DISPLACEMENTS

129. ~~For Fiscal Years 2012-2013 and 2013-2014 only,~~ t~~T~~he City will provide ten (10) business days' notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.

II.~~O.~~J. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

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

II.~~P.~~K. BARGAINING UNIT WORK

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

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

1. WAGES

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

~~Effective July 1, 2013: 1%~~

~~Effective January 4, 2014: 1%~~

~~Effective March 29, 2014: 1%~~

Effective October 11, 2014: 3%

Effective October 10, 2015 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% < 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.

133. All base wage increases shall be rounded to the nearest salary schedule.

~~2. CONSOLIDATED MOU BONUS~~

134. ~~In recognition of the participating Unions agreeing to be covered by the provisions of a single agreement, covered employees shall be paid a one-time lump sum bonus of $500. Payment shall be made in July 2006.~~

III.B. MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

1. NORMAL WORK SCHEDULES

136. a. Unless otherwise provided, a "normal work day" is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

137. b. A "normal work week" is a tour of duty on each of five consecutive days with two consecutive days off. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.

138. c. Current work schedules (Monday through Friday) as of the effective date of this Agreement will remain in place unless a proposed change is mutually agreed to by the parties.

2. FLEX-TIME SCHEDULES

139. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, forty (40) hours per week, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.

3. ALTERNATE WORK SCHEDULES

140. By mutual agreement the City and Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days, or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

4. EXCEPTIONS

141. a. Specially funded training programs approved by the Department of Human Resources.

142. b. Educational and Training Courses
Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.

143. c. Employees shall receive no compensation when properly notified two hours prior to the start of their shift that work applicable to the

classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.

144. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.

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

146. The bi-weekly schedules of compensation contained in this Agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

147. d. Work Schedule -- Remote Locations

On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer may arrange work schedules averaging five (5) days per week over a period of time, but consisting of more than five (5) consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the "normal work schedules" for such operations.

148. ~~e. Camp Mather~~

~~Overtime Work schedules at Camp Mather shall continue per current practice, described below. The Recreation and Parks Department shall seek voluntary sign-up four (4) weeks prior to the Spring and Fall tours of duty. The Recreation and Parks Department shall make best efforts to continue the current practice as follows:~~

~~Day One (Monday): Travel and work day: 8 hours~~

~~Day Two Through Five (Tuesday through Friday): Work 10 hours per day; paid overtime for hours nine and ten~~

~~Day Six and Seven (Saturday and Sunday): Eight hours per day paid overtime~~

~~Day Eight Through Eleven (Monday through Thursday): 10 hours per day; paid overtime for hours nine and ten~~

~~Day Twelve (Friday): Eight hours work and travel day.~~

~~In the event the Recreation and Parks Department cannot offer weekday and/or weekend overtime work, the parties shall meet to discuss the availability of overtime work and make best efforts to resolve any disagreements that may arise. Room and board while at Camp Mather are provided per the Annual Salary Ordinance. All employees assigned to work at Camp Mather shall be paid travel time to and from Camp Mather.~~

~~f.~~**e.** Voluntary Reduced Work Week

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

~~g.~~**f.** Alternate Schedule

The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

~~h.~~**g.** Voluntary Time off Program

The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.

(1) General Provisions:

Upon receipt of a projected deficit notice from the Controller, an Appointing Officer shall attempt to determine, (to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit), the interest of employees within the Appointing Officer's jurisdiction in taking unpaid personal time off on a voluntary basis.

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.

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

155. i. All voluntary unpaid time off granted pursuant to this section shall be without pay.

156. ii. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

(3) Duration and revocation of Voluntary Unpaid Time Off

157. Approved voluntary time off taken pursuant to this section may not be changed by the Appointing Officer without the employee's consent.

158. Any change in the "normal work week" shall be the subject of meeting and conferring between the Union and the appointing officer.

~~**BEST EFFORTS RE: SAT/SUN SHIFTS (PILOT PROGRAM) (TEAMSTERS, LOCAL 853; APP. K)**~~

159. ~~For Teamsters, Local 853 provisions regarding Best Efforts Re: Sat/Sun Shifts (Pilot Program), see Appendix K.~~

III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES

1. NORMAL WORK SCHEDULE

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

III.E. OVERTIME COMPENSATION

161. Voluntary overtime shall be offered equitably among employees covered under the provisions of this MOU within each work unit and/or work location, subject to departmental operational needs.

162. Mandatory overtime shall be distributed equitably among employees covered under the provisions of this MOU within each work unit and/or work location, subject to departmental operational needs.

163. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee in excess of a) forty (40) hours per City workweek for weekly overtime, and b) the regular or normal work day for daily overtime, shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable.

164. 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.

165. For the purposes of determining the rate of pay (i.e. straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick leave was used. However, the five day look back requirement shall not apply to mandatory emergency overtime assignments.

166. Employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

167. For employees working an alternative schedule (such as 4-10s), daily overtime shall be compensated at one-and-one-half times the base hourly rate (including a night differential where applicable) for hours worked in excess of the number of hours in the workday as set forth in the alternative work schedule. Weekly overtime shall be determined as set forth above.

168. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment. ~~In light of Department of Transportation regulations, this provision does not apply to employees in classifications 7251 Track Maintenance Supervisor I and 7355 Truck Driver.~~

169. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.

170. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may

voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half pursuant to the provisions herein.

171. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedule.

172. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee **requests in writing compensatory time off in lieu of paid overtime** ~~and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off~~. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

173. Employees working overtime at the end of their regular shift may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes before the commencement of the overtime period. Employees working more than four (4) hours of overtime may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes prior to the assigning of further overtime.

1. RECORDATION OF OVERTIME

174. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.

175. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.

176. When improved methods of payroll processing are implemented and with the approval of the Human Resources Director and the Controller, such overtime may be recorded on the regular timerolls.

~~2. BUILDING INSPECTORS' ASSOCIATION (APP. B)~~

177. ~~For additional Building Inspectors' Association provisions regarding Overtime, see Appendix B.~~ *For employees in classes 6331, 6333 and 6334, in the event that overtime is needed, the City shall call for volunteers. In the event there are not sufficient volunteers, employees would be assigned in order of inverse seniority.*

~~3. AUTO, MARINE & SPECIALTY PAINTERS, LOCAL 1176 (APP. H)~~

178. ~~For additional Auto, Marine & Specialty Painters, Local 1176 Overtime provisions, see Appendix H.~~

~~4. TEAMSTERS, LOCAL 853 (APP. K)~~

179. ~~For additional Teamsters, Local 853 provisions regarding Overtime, see~~

~~Appendix K.~~

180. ~~**5. IATSE, LOCAL 16 REST PERIOD**~~

~~For employees represented by IATSE, Local 16 only, any employee who is required to work two shifts with less than eight hours of non-work time between the two shifts, shall receive compensatory time at time-and-one-half that is equivalent to the difference between: (a) eight hours, and (b) the time elapsed between the two shifts.~~

III.F. ADDITIONAL COMPENSATION

1. ACTING ASSIGNMENT PAY

181. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay on the tenth (10^{th}) consecutive work day of such an assignment. Acting assignment pay shall be retroactive to the first (1^{st}) day of the assignment.

182. 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.

183. c. Acting assignments are intended to be used for short term temporary assignments of six months or less.

2. BILINGUAL PAY ~~(BUILDING INSPECTORS' ASSOCIATION, APP. B)~~

184. ~~For the Building Inspectors' Association provision regarding Bilingual Pay, see Appendix B.~~ *All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." Employees who are assigned to a "designated bilingual position" for a minimum of ten (10) hours within a biweekly period shall be granted additional compensation of thirty-five ($35.00) biweekly. A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.*

3. CALL BACK PAY

185. Employees (except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - "Z" employees can

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

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

~~**TEAMSTERS, LOCAL 853 (APP. K)**~~

187. ~~For additional Teamsters, Local 853 provisions regarding Call Back, see Appendix K.~~

4. CERTIFICATION PREMIUMS ~~(BUILDING INSPECTORS' ASSOCIATION, APP. B)~~

188. ~~For the Building Inspectors' Association Certification Premiums, see Appendix B.~~ *Any represented Building Inspectors who hold certifications in the following ICBO categories shall be granted additional premium pay as follows above the base rate per hour for each such certification. The combined total of these premiums shall not exceed 5%. These premiums will be paid only when the certifications are current.*

Certified Building Official	*4%*
Plans Examiner	*3%*
Plans Examiner with ATC Safety Assessment Program Certification	*3.5%*
Building Code Accessibility Specialist	*2%*
Mechanical Inspector	*2%*
Residential Energy Code Specialist	*1%*

~~5. CONTAINER CRANE PREMIUM (IRONWORKERS, APP. F)~~

189. ~~For the Ironworkers, Local 377 Container Crane premium, see Appendix F.~~

~~6. CORRECTIONAL FACILITY PREMIUM~~

190. ~~A premium of $2.00 per hour shall be paid to employees working in a secured and restricted area of the correctional facilities listed below.~~

191. ~~This premium shall not be added to the employee's base rate of pay for the purpose of calculating overtime.~~

192. ~~Those facilities where this premium shall apply are listed below:~~

~~1) County Jail Facilities in San Bruno~~
~~2) Youth Guidance Center~~
~~(a) 375 Woodside, San Francisco~~
~~(b) Log Cabin Ranch in La Honda~~
~~3) Hall of Justice in San Francisco~~
~~4) County Jail located at 425 7th Street~~

~~5) San Francisco General Hospital~~

~~7. EPOXY & INDUSTRIAL COATINGS PREMIUM~~

193. ~~An epoxy premium of $1.00 per hour will be authorized for those hours actually spent in the application of epoxy.~~

~~8.~~ **5.** EXTENDED TOUR OF DUTY PREMIUM

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

195. ~~Exception: Employees of Camp Mather who during the summer season work a tour of duty of eight hours completed within thirteen consecutive hours shall be paid $2.00 per day above the compensation to which they are otherwise entitled.~~

~~9. HEIGHT WORK PAY~~

196. ~~Height Work is work performed two floors or fourteen feet (whichever is less) above ground or water.~~

197. ~~Employees (with the exception of those in classes 7346 Painter, 7278 Painter Supervisor I, and 7242 Painter Supervisor II) who are required to perform Height Work from a Bos'n Chair, Swing stage, "High Ranger," or any other hydraulic equipment on a building or structure, shall be compensated at the rate of $2.00 per hour above the base rate of pay for the hours actually spent on the Bos'n Chair, swing stage, High Ranger or hydraulic equipment, as determined by the appointing officer.~~

~~**PAINTERS, LOCAL 1176 (APP. H)**~~

198. ~~For the Painters, Local 1176 Height Work Premium, see Appendix H.~~

~~10.~~ **6.** LEAD WORKER PAY

199. Employees in the covered classes, when designated in writing by their supervisor or foreman as a lead worker, shall be entitled to a ten ($10.00) per day premium where required to plan, design, sketch, layout, detail, estimate, order materials, and take the lead on any job where at least ~~two~~ **three employees** ~~mechanics~~ are assigned.

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

~~11. MTA PERFORMANCE/ATTENDANCE INCENTIVES~~

~~**CARPENTERS, LOCAL 22; GLAZIERS, LOCAL 718; AND SHEET METAL WORKERS, LOCAL 104**~~

201. ~~Consistent with Charter Section 8A.100, the Municipal Transportation Agency~~

~~(MTA) and the Carpenters, Local 22; Glaziers, Local 718; and Sheet Metal Workers, Local 104 agree that employees will be rewarded for the attaining of various service, performance and/or attendance goals.~~

202. ~~The MTA Performance and Attendance Incentive Programs apply only to employees in "service-critical" classes at MTA.~~

203. ~~The benefits of these programs are only available to "service-critical" employees while employed at MTA. Employees who leave or transfer out of "service-critical" employment at MTA lose the benefits of these programs.~~

204. ~~Goal percentage requirements and effective dates for Performance Incentives are updated in July of each year. Information regarding the goals and effective dates shall be published and posted on the MTA website. Information on qualifying periods, rewards and/or compensation for Attendance Incentives shall also be posted on the MTA website and/or shall be made available in hard copy upon request of the Union(s).~~

~~12.~~ **7.** NIGHT DUTY PREMIUM

205. Employees ~~(except for those in classes 7346 Painter, 7242 Painter Supervisor I, 7278 Painter Supervisor II, 7251 Track Maintenance Supervisor I, and 7355 Truck Driver)~~ shall be paid ~~ten~~ **eight** percent (~~10~~ **8**%) more than the base rate for each hour regularly assigned between the hours of 5:00 p.m. and 7:00 a.m. if the employee works at least ~~one (1) hour~~ **four (4) hours** of his/her shift between 5:00 p.m. and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and 7:00 a.m. **Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least four (4) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.** ~~Shift pay of 10% be shall paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and 7:00 a.m.~~

~~**PAINTERS, LOCAL 1176**~~

206. ~~For the Painters, Local 1176 Night Duty Premium provisions, see Appendix H.~~

~~**TEAMSTERS, LOCAL 853**~~

207. ~~For the Teamsters, Local 853 Night Duty Premium provisions, see Appendix K.~~

~~13.~~ **8.** OFFICE OF STATEWIDE HEALTH AND PLANNING (OSHPD) PREMIUM ~~(BUILDING INSPECTORS' ASSOCIATION, APP. B)~~

208. ~~For the Building Inspectors' Association Office of Statewide Health and Planning (OSHPD) premium, see Appendix B.~~ *Those inspectors in classes 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector who are OSHPD certified shall receive a premium of $8.00 per hour*

for each hour that they are assigned and are actually performing an OSHPD inspection for a hospital, medical clinic or City Jail construction.

~~14. PAY FOR CLASS 7355 TRUCK DRIVER WHEN ASSIGNED TO DIFFERENT EQUIPMENT (TEAMSTERS, APP. K)~~

209. ~~For the Teamsters, Local 853 Pay for Class 7355 Truck Driver When Assigned to Different Equipment, see Appendix K.~~

~~15. PROTECTIVE EQUIPMENT PREMIUM (CARPENTERS, APP. C)~~

210. ~~For the Carpenters, Local 22 Protective Equipment Premium, see Appendix C.~~

~~16. SEWAGE PREMIUM~~

211. ~~Employees assigned to Sewer Repair, shall be entitled to a $6.00 per day premium during the term of this Agreement, when assigned work which requires prolonged routine daily contact with untreated human/animal sewage.~~

~~17.~~ **9.** STANDBY PAY

212. a. Employees ~~(except those working at the Public Utilities Commission)~~ who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, ~~shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees~~ shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic communication device or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

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

213. ~~Employees of the Public Utilities Commission ("PUC") who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service to perform their regular duties, shall be paid twenty (20%) percent of their regular straight time rate of pay for the period of such standby service. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service at the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties which~~

~~are primarily administrative in nature.~~

~~18.~~ 10. SUPERVISORY DIFFERENTIAL ADJUSTMENT

214. The Appointing Officer or Human Resources Director is authorized to adjust the compensation of a supervisory employee if:

215. a. the supervisor, as part of the regular responsibilities of his/her class, supervises, directs, and is accountable and responsible for the work of subordinates;

216. b. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;

217. c. the organization is a permanent one approved by the Appointing Officer, Board or Commission where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources;

218. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and

219. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.

220. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:

221. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.

222. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.

223. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.

224. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.

225. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the Department of Human Resources of what

changes in organizational structure or compensation support the adjustment.

~~19. TAPER PREMIUM (PAINTERS, APP. H)~~

226. ~~For the Painters, Local 1176 Taper Premium, see Appendix H.~~

~~20. THERMO-PLASTIC APPLICATORS (PAINTERS, APP. H)~~

227. ~~For the Painters, Local 1176 Thermo-Plastic Applicator Premium, see Appendix H.~~

~~21. TRAVEL EXPENSE~~

228. ~~No later than the first pay period after September 1, 2012, active represented employees who received Travel Expense pay in Fiscal Year 2011-2012 shall receive a one-time lump sum payment equal to the amount of Travel Expense pay they received in Fiscal Year 2011-2012.~~

~~22.~~ **11.** TRAVEL FOR TEMPORARY ASSIGNMENTS

229. If a department temporarily assigns an employee(s) to work at another location, the City shall provide the employee(s) transportation in City-owned vehicles(s) for travel with no loss of pay, provided that the employee's regular and temporary work locations are not both within the City and County of San Francisco. In these circumstances, the employee will first report to his/her regularly-assigned work location and then travel to the temporary work location.

230. The provision in the paragraph above shall not apply to employees who must be temporarily reassigned due to facility closure. In the event of such closure, the City will provide the Union with notice and an opportunity to meet and confer over the impact of the closure.

~~23. UNDERWATER DIVING PAY~~

231. ~~Represented employees shall be paid $15.00 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.~~

~~24. WASTE WATER TREATMENT FACILITY PREMIUM~~

232. ~~Employees who are assigned to work at a Waste Water Treatment Facility shall receive $4.00 a day for each actual day worked at the facility.~~

~~25.~~ **12.** NO PYRAMIDING

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

III.G. HOLIDAYS AND HOLIDAY PAY

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

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

235. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

236. 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

237. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 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.

2. HOLIDAY COMPENSATION FOR TIME WORKED

238. Employees required by their respective Appointing Officers to work on any of the above designated or observed holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e.: 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked). At the employee's request and with the approval of the Appointing Officer, an employee may be granted compensatory time off in lieu of paid overtime

pursuant to the provisions of this Agreement.

239. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of-one-and-one-half times for work on the holiday.

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

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

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

4. HOLIDAY PAY FOR LAID OFF EMPLOYEES

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

5. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

6. FLOATING HOLIDAYS

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

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

7. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

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

III.H. TIME OFF FOR VOTING

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

III.I. VOLUNTEER/PARENTAL RELEASE TIME

248. 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).

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

III.J. VESTED LEAVE CASHOUTS

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

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

III.K.SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

1. APPOINTMENT ABOVE ENTRANCE RATE

253. Subject to the Controller's certification of available funds and procedures to be established by DHR, appointments may be made by an Appointing Officer at any step in the compensation schedule under the following conditions:

254. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.

255. b. Loss of compensation would result if appointee accepts position at the normal step.

256. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all City appointments in the particular class should be above the normal step.

257. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

258. e. For classes 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, when the Controller certifies that funds are available. To be considered, request for adjustment under the provisions of this Section must be received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.

259. f. For classes 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, when the Human Resource Director (HRD) approves appointments of all new hires in a classification at a step above the entrance rate, the HRD may advance to that step incumbents in the same classification who are below that step.

2. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

260. An employee following completion of six months continuous service who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

261. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

262. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.

263. c. For purpose of this Section, appointment to a position with a higher salary schedule shall be deemed promotive.

264. d. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to this section. However, advancement to the next salary step in the apprentice class shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.

265. e. For employees in 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, where the reason for failing to successfully complete a promotive probationary period is other than conduct which would support termination for cause, the Department of Building Inspection's position shall be that the employee shall be returned to the next available vacant position in the class from which he/she was promoted.

3. EXEMPT APPOINTIVE POSITION

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

4. REAPPOINTMENT WITHIN SIX MONTHS

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

5. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

a. **Transfer**

268. An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.

269. b. **Re-employment in Same Class Following Layoff**

An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

270. c. **Re-employment in an Intermediate Class**

An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

271. d. **Re-employment in a Formerly Held Class**

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

III.L. METHODS OF CALCULATION

1. BI-WEEKLY

272. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

III.M. VACATION ACCRUAL

273. **The following is for informational purposes only.**

274. 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.

275. 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.

276. a. An employee does not accrue vacation allowance in the first year of continuous service, however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.

277. b. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

278. c. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

279. d. The maximum number of vacation hours an employee may accrue consists of two hundred and forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

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

280. Per Diem or Hourly An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

III.N. SENIORITY INCREMENTS

1. ENTRY AT THE FIRST STEP

281. Full-time employees entering at the first step shall advance to the second step upon completion of ~~six months~~ **one (1) year** service and to each successive step upon completion of the one year required service.

2. ENTRY AT OTHER THAN THE FIRST STEP

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

283. ~~b. Apprenticeable Classes as defined in Article I.K. and related supervisory classes shall continue to be appointed at step 5.~~

3. DATE INCREMENT DUE

284. Increments may accrue and become due and payable on the next day following completion of required service as a full-time employee in the class, unless otherwise provided herein.

4. EXCEPTIONS:

285. a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee may receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

286. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:

287. (1) An employee shall be compensated at the beginning step of the compensation schedule plan, unless otherwise specifically

provided for in this Agreement. Employees may receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

288. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.

289. (3) Advancement through the increment steps of the compensation schedules may accrue and become due and payable on the next day following completion of required service in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:

290. (a) An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due.

291. (b) An employee who during that portion of his/her anniversary year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.

292. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

c. Satisfactory Performance

293. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of at least 5 days of his/her intent to withhold a step increase at that time.

294. An employee's performance evaluation(s) may be used as evidence by the

City and/or an affected employee in relation to determining whether an employee has performed satisfactorily for purposes of determining whether a step advancement should be withheld.

295. If an employee's step advancement is withheld, that employee shall be eligible for a step advancement upon his/her next anniversary (increment) due date. An employee's anniversary date shall be unaffected by this provision.

296. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

297. Withholding of step advancement shall not affect an employee's base wage increases as provided for in Article III.A. Wages.

~~5. TEAMSTERS, LOCAL 853 TRUCK DRIVER SALARY STEPS (APP. K)~~

298. ~~For Teamsters, Local 853 provisions regarding Truck Driver Salary Steps, see Appendix K.~~

III.O. SICK LEAVE WITH PAY LIMITATION

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

III.P. WORKERS COMPENSATION

300. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. Use of compensatory time requires the employee's appointing officer's approval.

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

~~1. PAINTERS, LOCAL 1176 (APP. H)~~

302. ~~For additional Auto, Marine & Specialty Painters, Local 1176 provisions~~

~~regarding Workers Compensation, see Appendix H.~~

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

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

III.R. LONG TERM DISABILITY INSURANCE

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

III.S. HEALTH BENEFIT CONTRIBUTIONS

1. EMPLOYEE HEALTH CARE

305. The City shall maintain the level of health insurance and dental benefits as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage.

2. DENTAL COVERAGE

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

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

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

3. CONTRIBUTIONS WHILE ON UNPAID LEAVE

309. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave

following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.

4. HEALTH COVERAGE

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

~~1)~~ ~~**MEDICALLY SINGLE EMPLOYEES**~~

310. ~~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), the City shall contribute all of the premium for the employee's own health care benefit coverage.~~

~~2)~~ ~~**DEPENDENT HEALTH CARE PICK-UP**~~

311. ~~From July 1, 2012 through December 31, 2013, for Dependent Coverage (Employee Plus One; Employee Plus Two More), 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 level.~~

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

1) **MEDICALLY SINGLE EMPLOYEES**

312. 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.

313. 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, for bargaining units 5, 10, and 41 only, the City shall contribute 90% of the premium for the second highest cost plan for such employees.

2) DEPENDENT HEALTH CARE PICK-UP

314. Effective January 1, 2014 **through December 31, 2014**, for Dependent Coverage (Employee Plus One; Employee Plus Two More), 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 level, except as provided below.

~~c.~~ b. Health Coverage Effective January 1, 2015 ~~(for all bargaining units except units 5, 10, and 41)~~

315. Effective January 1, 2015, ~~for all bargaining units except units 5, 10, and 41,~~ the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below.

1) Employee Only:

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

2) Employee Plus One:

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

3) Employee Plus Two or More:

318. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System,

the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

4) Contribution Cap

319. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

5) Average Contribution Amount

320. For purposes of this agreement, and any resulting agreements under paragraph 319 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.

~~d.~~c. Medically Single Employees Outside of Health Coverage Areas

321. The provisions in paragraphs 312, 313, and 316 above shall not apply to "medically single employees" (Employee Only) who are permanently assigned by the City to work in areas outside the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. 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.

~~e.~~ d Agreement Not to Renegotiate Contributions in 2014

322. The terms described in paragraphs 315 through 320 above will be effective in calendar year 2015, and the parties agree not to seek to modify this agreement through the term of any MOU entered into prior

~~f.~~ e. Other Terms Negotiable

323. While the parties have agreed in paragraph 322 not to negotiate any changes to the Percentage-Based Contribution Model, the parties are free to make economic proposals to address any alleged impact of the health contribution levels described above or other health related issues not involving the percentage-based contribution model (e.g. wellness and transparency).

~~g.~~ f. Other Agreements

324. 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.

5. HEALTH BENEFITS FOR TEMPORARY EXEMPT AS-NEEDED EMPLOYEES

325. Effective July 1, 2012, temporary exempt as-needed employees who are not eligible for coverage under the San Francisco Health Services System, or who are not enrolled as a dependent in a health care plan offered through the City's Health Services System, shall be eligible for health coverage through the San Francisco Health Plan Healthy Workers Program (Program); provided that, to enroll in the San Francisco Health Plan, the employee meets the eligibility requirements for the Program as established by the Department of Human Resources.

~~6. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND~~

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

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

III.T. PRE-TAX CAFETERIA 125 PLANS

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

III.U. RETIREMENT

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

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

331. 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.

332. 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

333. 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.

334. 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.

335. All such seminars must be located within the Bay Area.

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

III.V.FEDERAL MINIMUM WAGE

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

III.W.FAIR LABOR STANDARDS ACT

338. The City agrees that it will, at a minimum, compensate in a manner consistent with the

Fair Labor Standards Act. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.

III.X. AUTOMOBILE USE, ALLOWANCE AND PARKING; MUNI PASSES

1. AUTOMOBILE USE AND ALLOWANCE ~~(BUILDING INSPECTORS' ASSOCIATION, APP. B; SHEET METAL WORKERS, APP. J)~~

339. ~~For the Building Inspectors' Association Automobile Use and Allowance provision, see Appendix B.~~ *The City shall attempt to provide vehicles for all represented inspectors required to perform field inspections. When employees are required to drive their own automobiles to perform City Business due to lack of availability of City vehicles, they shall be reimbursed for mileage ~~(including round trip miles from home to work)~~ at the rate permitted by the Internal Revenue Service regulations. Employees who are required to drive their own automobile on City business, shall receive an allowance of $100.00 per month in any month when such vehicle is actually used on the job more than six (6) working days. Miscellaneous expenses such as tolls and parking fees, shall be processed for reimbursement upon submission of an approved field expense report.*

340. ~~For the Sheet Metal Workers Automobile Use and Allowance provision, see Appendix J.~~

2. PARKING

341. ~~Current employee parking practices at the locations identified below which have no direct cost to the City on facilities operated by City departments will continue subject to the availability of existing facilities for this purpose.~~

341a. The City shall continue its practice of using its best, good faith effort to furnish no cost employee parking on City-controlled property for represented employees, however when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs.

341b. Bargaining unit employees who are assigned city vehicles to perform work related activities who receive parking citations for meters, yellow zones or truck loading zones may submit the citation to their supervisors. Tickets issued for violations other than those referenced above (i.e., meters, yellow zones and/or truck loading zones) or tickets incurred outside of work hours (work hours include overtime assignments) are the responsibility of the employee.

342. ~~MUNICIPAL TRANSPORTATION AGENCY~~
~~Effective 7/1/2013, MTA employees shall be required to pay for their own parking based on fees established by MTA.~~

343. ~~DEPARTMENT OF PUBLIC WORKS~~
~~2323 Cesar Chavez~~

344. ~~AIRPORT~~
~~682 McDonald Road~~

345. ~~RECREATION & PARKS~~
~~100 Martin Luther King Drive~~

346. ~~DEPARTMENT OF PUBLIC HEALTH~~
~~Laguna Honda~~
~~Laguna Honda will not charge for parking for one Teamster driver per shift, provided the parking space that is used is the space occupied by a City vehicle to be used by the driver.~~
~~SFGH~~

347. ~~WATER DEPARTMENT~~
~~Millbrae~~
~~Sunol~~
~~Hetch Hetchy~~
~~1900 Newcomb Avenue~~

348. ~~As long as the Maintenance Division is located at Pier 50, employees will have access to parking at either Pier 50 or Pier 90. To the extent parking is made available at other job sites, employees will have access to such parking. When parking is not available at other job sites, the Port will provide transportation for employees from either Pier 50 or Pier 90 to the job site.'~~

~~**GLAZIERS, LOCAL 718**~~
349. ~~For additional Glaziers, Local 718 Parking provisions, see Appendix E.~~

3. MUNI PASSES ~~(BUILDING INSPECTORS' ASSOCIATION, APP. B)~~

350. ~~For the Building Inspectors' Association provision regarding MUNI passes, see Appendix B.~~ *In order to conserve resources in accordance with City policy, the affected Departments shall provide MUNI passes to inspectors who elect to use public transit in the course of carrying out City business.*

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

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

~~III.Z. RETIREMENT RESTORATION PAYMENT~~

352. ~~For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes was impacted by the unpaid furloughs in Fiscal Years 2010-2011 or 2011-2012 described in Section III.C.4.i. of the parties' 2010-2012 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.C.4.i. 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).~~

ARTICLE IV - TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

~~SHEET METAL WORKERS, LOCAL 104 (APP. J)~~

354. ~~For Sheet Metal Workers Training, Career Development, and Incentives provisions, see Appendix J.~~

IV.B. TUITION REIMBURSEMENT

~~1. CARPENTERS, LOCAL 22~~

355. ~~The City agrees to allocate two thousand Dollars ($2,000) per year to the Tuition Reimbursement Program for the exclusive use of classifications represented by the Carpenters, Local 22. Classes that will enhance represented employee's work skills shall be considered as qualifying for tuition reimbursement.~~

~~2. SHEET METAL WORKERS, LOCAL 104~~

356. ~~The City agrees to allocate $500 to a Tuition and Training Reimbursement Fund in each fiscal year for the term of this Agreement for the exclusive use of classifications represented by the Sheet Metal Workers, Local 104. The provisions of the Reimbursement Fund are included in Appendix J of this Agreement.~~

~~3. TEAMSTERS, LOCAL 853~~

357. ~~The City will contribute annually to the Employee Tuition Reimbursement Program for the exclusive use of employees represented by the Teamsters, Local 853. On July 1, 1999, the City will contribute $6,000.00 into this fund. Effective July 1, 2000, the City will contribute an additional $3,000.00 annually to the employee Tuition Reimbursement fund. The maximum annual allocation for each covered employee shall be two hundred and fifty dollars ($250.00) per fiscal year for courses approved in accordance with guidelines established by the Department of Human Resources. Any non-allocated tuition or tuition allocated, but not used within the fiscal year, will be carried forward into the next fiscal year.~~

~~4. BUILDING INSPECTORS' ASSOCIATION~~

358. The City agrees to allocate ten thousand dollars ($10,000) to the Tuition Reimbursement Program for the exclusive use of classifications represented by the Association. Seminars such as those conducted by the International Conference of Building Officials will be considered as qualifying for Tuition Reimbursement, as will other recognized building industry groups which provide similar training. The City and the Union mutually encourage persons

represented under this Agreement to become Certified Building Inspectors.

~~5. BRICKLAYERS, HOD CARRIERS, CEMENT MASONS, GLAZIERS, IATSE, IRON WORKERS, PAINTERS, PILE DRIVERS, PLASTERERS, AND ROOFERS~~

359. ~~The City agrees to allocate a total of four thousand five hundred dollars ($4,500) per year to the Tuition Reimbursement Program for the exclusive use of classifications represented by the Bricklayers, Local 3; Hod Carriers, Local 36; Cement Masons, Local 300; Glaziers, Local 718; IATSE, Local 16; Iron Workers, Local 377; Painters, Local 1176; Pile Drivers, Local 34; Plasterers, Local 66; and Roofers, Local 40. The maximum annual allocation for each employee shall be two-hundred and fifty dollars ($250.00) per fiscal year for courses approved in accordance with guidelines established by the Department of Human Resources; except that the maximum annual allocation for each employee represented by IATSE Local 16 shall be five hundred dollars ($500.00) per fiscal year. Classes that will enhance an employee's work skills shall be considered as qualifying for tuition reimbursement.~~

ARTICLE V - WORKING CONDITIONS

V.A. WORK ENVIRONMENT

360. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment for represented employees. The City agrees to maintain safety standards for represented employees as required by the pertinent provisions of Cal-OSHA.

361. When an employee has a good faith belief that a work assignment presents health and safety risks outside those normally associated with the work, he/she may refuse to begin or continue a work assignment.

362. When in such case an employee declines to begin or continue a work assignment, she or he shall notify his/ her in house safety officer of the situation. The in-house safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the in-house officer and until the officer has made his/her determination, the employee shall not be required to perform the disputed assignment, and may be reassigned if other work is available.

363. If the safety officer determines that the complaint is valid, his/her decision shall override the departmental management decisions, including abatement procedures or employee reassignment.

364. Right to Know: Material Safety Data sheets shall be available for inspection by employees or their Union representative.

~~TEAMSTERS, LOCAL 853 (APP. K)~~

365. ~~For additional Teamsters, Local 853 provisions regarding Work Environment, see Appendix K.~~

V.B. SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

366. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.

367. City Departments shall make available to represented employees, City-provided boots and clothing, no later than December 31st of each year such boots and/or clothing are to be provided in accordance with this MOU.

368. ~~The following Safety Equipment and Protective Clothing provisions apply only to the Union(s) and classifications specifically noted. Where specified herein, the employee may choose to receive overalls/coveralls or work pants.~~

~~1. BRICKLAYERS, LOCAL 3; HODCARRIERS, LOCAL 36~~

369. ~~For employees in classes 7307 Bricklayer, 7378 Tile Setter and 7428 Hod Carrier, the City agrees to provide three (3) pairs of protective overalls (or work pants) for each employee. The cost of overalls (or work pants) and laundry of the same shall be paid by the City. In addition, the department will furnish adequate foul weather gear.~~

~~2. BUILDING INSPECTORS' ASSOCIATION (929 & 930)~~

370. For employees in classifications 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector, the City will continue to supply all safety shoes and safety equipment.

~~3. CARPENTERS, LOCAL 22~~

371. ~~The City agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for employees in classifications 7344 Carpenter, 7342 Locksmith and 7358 Pattern Maker.~~

372. ~~Employees who wear prescription glasses and are determined by the appointing officer to require eye protection shall be provided with prescription safety glasses.~~

373. ~~The City agrees to provide annually four (4) pairs of overalls (or work pants) for employees in classifications 7226 Carpenter Supervisor I, 7236 Locksmith Supervisor I, 7272 Carpenter Supervisor II, 7342 Locksmith, 7344 Carpenters, and 7358 Pattern Maker. As an alternative, at an employee's request a department shall pay each employee a clothing allowance of equal value.~~

374. ~~The City agrees to provide four (4) pairs of coveralls (or work pants) for employees in classifications 7226 Carpenter Supervisor I, 7236 Locksmith Supervisor I, 7272 Carpenter Supervisor II, 7342 Locksmith, 7344 Carpenters, and 7358 Pattern Maker working at the Municipal Transit Authority (MTA).~~

~~4. PLASTERERS AND CEMENT MASONS, LOCAL 580~~

375. ~~The City agrees to provide annually four (4) pairs of protective overalls (or work pants) for each employee in classification 7311 Cement Mason: two pair to be provided January 31 and two pair to be provided July 31, in each year covered by this Agreement. The cost of overalls (or work pants) and laundry of the same shall be paid by the City. In the event a pair of overalls (or work pants) is lost or otherwise becomes unavailable due to the employee's fault, the employee agrees to pay for the replacement of same.~~

376. ~~The City further agrees to provide additional protective clothing, as deemed appropriate by the appointing officer, when any employee in Class 7311 Cement Mason may come in contact with raw sewage, epoxy or other chemicals or~~

~~substances commonly used in this trade.~~

~~5. GLAZIERS, LOCAL 718~~

377. ~~The City agrees to provide goggles, safety glasses, face shields and hard hats for employees covered herein as needed.~~

378. ~~The City agrees to provide glass handling rubber gloves as needed to employees in classifications covered herein.~~

379. ~~The City agrees to provide four (4) pairs of overalls (or work pants) annually for each employee in classifications 7326 Glazier and 7233 Glazier Supervisor I. In the event a pair of overalls (or work pants) is lost or otherwise becomes unavailable due to the employee's fault, the employee agrees to pay for the replacement cost.~~

~~6. IRONWORKERS, LOCAL 377~~

380. ~~Employees in classifications 7389 Metalsmith, 7395 Ornamental Iron Worker, 9342 Ornamental Iron Worker Supervisor I, and 9346 Fusion Welder shall be provided with work clothing as deemed appropriate by the appointing officer. Such clothing may consist of gloves, safety glasses, (goggles or, if necessary, prescription safety glasses) leather aprons and foul weather rain gear.~~

381. ~~The City agrees to provide annually a minimum of four (4) pairs of overalls (or work pants) for employees in classifications 7389 Metalsmith, 7395 Ornamental Iron Worker, 8342 Ornamental Iron Worker Supervisor I, and 9346 Fusion Welder. As an alternative, at an employees' request a department may pay each employee a clothing allowance of equal value.~~

382.

~~7. PAINTERS, LOCAL 1176~~

383. ~~a. The City agrees to provide up to four (4) shirts and four (4) overalls (or work pants) to employees in classes 7346 Painter, 7242 Painter Supervisor I, and 7278 Painter Supervisor II during each fiscal year covered by this Agreement. The overalls (or work pants) and shirts shall be the property of the City. Before a replacement for a worn out shirt or overall (or work pants) is authorized, the worn out garment must be returned to the department for appropriate disposal.~~

384. ~~b. As an alternative to providing work clothing as set forth in (a) above, individual departments may, at their discretion, and after consultation with the Union, agree to allow employees in classes 7346 Painter, 7242 Painter Supervisor I, and 7278 Painter Supervisor II to purchase up to a value of $130/year appropriate work clothing as determined by the department after consultation with the employee. The employee shall receive reimbursement upon presentation of purchase receipts.~~

385. ~~c. Employees who have elected option (b) above and who perform a work assignment which causes them to come into contact with raw sewage shall be paid a work clothing maintenance allowance of $3.00 per day for each day during which they spend at least six (6) hours on such assignment.~~

386. ~~d. All eligible employees in a department must be under the same work clothing option (i.e. either a or b). For purposes of applying this subsection, both S.F. General Hospital and Laguna Honda Hospital shall be considered a department.~~

387. ~~e. The City shall provide an annual respiratory fitness test and an annual respirator face seal test for Painters (classes 7346 Painter, 7242 Painter Supervisor I and 7278 Painter Supervisor II). This provision shall not be grievable.~~

~~8. PILEDRIVERS, LOCAL 34~~

388. ~~During each fiscal year covered by this Agreement, the City agrees to provide four (4) pairs of Carhart style pants or bibs with carpenter's pouch – employee's choice – and five (5) long-sleeve shirts for each employee in classifications 9332 Piledriver Supervisor I and 9330 Pile Worker by September 30 of each year of this Agreement.~~

389. ~~In the event any of the work clothing is lost or otherwise becomes unavailable due to the employee's fault, the employee agrees to pay for the replacement cost.~~

390. ~~The Union and management agree that employees shall wear the provided work clothing during the working day. Employees shall wear provided work clothing (carhart and shirt) that is in good condition (not torn, loose-fitting or that in the opinion of their supervisor otherwise presents a potentially unsafe working condition). Employees shall be required to keep at least one extra set of the provided work clothing at work to allow for a change of working clothing should it become necessary.~~

~~9. PLASTERERS, LOCAL 66~~

391. ~~For employees in Class 7361 Plasterer, the City agrees to provide four (4) pairs of protective overalls (or work pants) for each employee and gloves used for the trade. The cost of overalls and laundry of the same shall be paid by the City. In addition, the department will furnish adequate foul weather gear.~~

~~10. ROOFERS, LOCAL 40~~

392. ~~The City agrees to provide annually four (4) pairs of work pants, four (4) shirts, coveralls or other protective clothing for each employee in Classifications 9343 Roofer and 9344 Roofer Supervisor I. The cost of the above clothing and laundry shall be paid by the City.~~

~~11. SHEET METAL WORKERS, LOCAL 104~~

393. ~~Employees in classifications 7376 Sheet Metal Worker, 7247 Sheet Metal Worker Supervisor II, and 9345 Sheet Metal Worker Supervisor I, Port shall not suffer loss of the current practices with regard to protective clothing and replacement of prescription eyeglasses. Current and past practices by department are as follows:~~

394. ~~Department of Public Works:~~

~~Safety shoes every two (2) years~~
~~(Red Wing shoe mobile)~~
~~5 pairs of overalls (or work pants) with laundry service~~
~~Prescription safety glasses every two (2) years~~

~~MTA:~~

~~Safety shoes every one and one half (1 ½) years~~
~~(Red Wing shoe mobile)~~
~~5 pairs of overalls (or work pants) with laundry service~~
~~Prescription safety glasses every two (2)years~~

~~Port:~~

~~Safety shoes every 12 months~~
~~(Red Wing shoe mobile)~~
~~2 pairs of overalls (or work pants) with laundry service~~
~~Prescription safety glasses every two (2) years~~

~~Recreation and Parks:~~

~~Safety shoes every two (2) years~~
~~(Red Wing shoe mobile)~~
~~Allowance for two (2) pairs of overalls (or work pants) annually~~
~~Prescription safety glasses every two (2) years~~

~~Airport:~~

~~Safety shoes every two (2) years~~
~~(Red Wing shoe mobile)~~
~~5 pairs of overalls (or work pants) with laundry service~~
~~Prescription safety glasses~~

~~12. TEAMSTERS, LOCAL 853~~

395. ~~Employees in classifications 7251 Track Maintenance Supervisor and 7355 Truck Driver will be supplied with coveralls (or work pants), rain gear, ear protection, eye protection, and nose mouth protection where deemed appropriate and authorized by the Appointing Officer.~~

396. ~~The City agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for all employees working in classifications 7251 Track Maintenance Supervisor and 7355 Truck Driver.~~

~~Employees who wear prescription glasses shall, at the discretion of the Appointing Officer, be provided with prescription safety glasses.~~

~~13. CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL 12~~

397. ~~Employees in classifications 7393 Soft Floor Coverer and 7394 Soft Floor Coverer Supervisor will be supplied with safety shoes, work pants and knee pads where deemed appropriate and authorized by the Appointing Officer.~~

V.C. REPLACEMENT OF PRESCRIPTION SAFETY EYEGLASSES

398. This provision is designed to replace prescription safety glasses for those unit members who work under conditions that make the wearing of safety goggles or a protective mask impracticable. For unit employees who meet the above test, the City will reimburse the employee for prescription safety glasses that are damaged in the course of their work, provided that the employee has exercised reasonable care with respect to his/her glasses. The reimbursement shall be limited to that portion of the cost of replacement glasses, which are comparable to those damaged, that is not otherwise covered by insurance.

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

~~V.D. CHANGING FACILITY~~

~~PILE DRIVERS, LOCAL 34 (APP. G)~~

400. ~~For the Piledrivers, Local 34 Changing Facility provision, see Appendix G.~~

V.~~E.~~D FOUL WEATHER GEAR

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

402. ~~V.F. VIDEO DISPLAY EQUIPMENT~~

~~1. IATSE, LOCAL 16; SHEET METAL WORKERS, LOCAL 104~~

403. ~~Because of the employees' duties, employees in classifications 1766 Media Production Technician, 1767 Media Programming Specialist, 1769 Media Production Supervisor, 1777 Media Security Systems Specialist, 1781 Media Security Systems Supervisor, 7377 Stage Electrician, 6235 Heating and Ventilating Inspector, 7247 Sheet Metal Worker Supervisor II, 7376 Sheet Metal Worker, and 9345 Sheet Metal Worker Supervisor I who may be expected to use video display terminal equipment four hours or more per shift shall be covered by the following:~~

~~Breaks~~
~~Equipment~~

404. ~~The City agrees to provide the following upon request to employees in classifications 1766 Media Production Technician, 1767 Media Programming Specialist, 1769 Media Production Supervisor, 1777 Media Security Systems Specialist, 1781 Media Security Systems Supervisor, 7377 Stage Electrician, 6235 Heating and Ventilating Inspector, 7247 Sheet Metal Worker Supervisor II, 7376 Sheet Metal Worker, and 9345 Sheet Metal Worker Supervisor I:~~

~~1. Glare screens affixed to the front of the VDT screens~~
~~2. Adjustable chairs, foot rests and tables~~
~~3. Lighting conditions appropriate for VDT operations.~~

~~2. IATSE, LOCAL 16~~

405. ~~The City shall provide up to two eye examination visits per year for employees in classes 1766 Media Production Technician, 1767 Media Programming Specialist and 1769 Media Production Supervisor. This provision shall not be grievable.~~

~~V.G. TOOLS~~

~~CEMENT MASONS, LOCAL 300 (APP. D)~~

406. ~~For the Cement Masons, Local 300 Tools provisions, see Appendix D.~~

V.~~H.~~E. TOOL INSURANCE

407. As applicable, the City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools subject to the following conditions:

408. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.

409. 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.

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

411. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims

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

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

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

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

415. 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.

416. d. In case of damage due to fire, the requirements of Section 5 above shall be followed with the exception that verified reports need not be filed with the police.

417. e. The first Ten Dollars ($10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars ($10.00).

418. f. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform 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.

~~**V.I. TOOL REPLACEMENT**~~

~~SHEET METAL WORKERS, LOCAL 104 (APP. J)~~

419. ~~For the Sheet Metal Workers, Local 104 Tool Replacement provisions, see Appendix J.~~

V.J.F. MEDICAL EXAM

420. In instances when covered employees are exposed to conditions hazardous to their health and when required by State law, said employee may request and be entitled to a medical examination. The cost will be paid by the City.

421. Departmental safety/medical monitoring programs shall only be instituted after meeting and conferring, as required by the Meyers-Milias Brown Act, between the parties. Any such program shall assure that reasonable accommodations be made within the department for persons with disabilities.

~~PILEDRIVERS, LOCAL 34 (APP. G)~~

422. ~~For additional Piledrivers, Local 34 Medical Exam provisions, see Appendix G.~~

~~V.K. CREW SIZE~~

~~PILEDRIVERS, LOCAL 34 (APP. G)~~

423. ~~For the Piledrivers, Local 34 Crew Size provision, see Appendix G.~~

V.~~L.~~G. CLEAN UP TIME

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

V.~~M.~~H. FAMILY LEAVE

425. The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act. This provision is not subject to the grievance procedure.

V.~~N.~~I. SUBSTANCE ABUSE PREVENTION POLICY

426. Attached as Appendix ~~L~~B is the Substance Abuse Prevention Policy (SAPP). Also attached is a side letter related to the implementation of the SAPP. If pursuant to the side letter the parties proceed to arbitration, then Arbitrator Robert Hirsch shall be retained by the parties for that arbitration proceeding.

V.~~O.~~J. WORKPLACE ISSUES AND CONFLICT OF INTEREST

~~BUILDING INSPECTORS' ASSOCIATION (APP. B)~~

427. ~~For additional Building Inspectors' Association provisions regarding Workplace Issues and Conflict of Interest, see Appendix B.~~ *The City and the Association mutually agree to hold periodic meetings, at the request of either party, to discuss items of importance to either party. The City and the Association agree that during the term of this Agreement, it will take those steps necessary to support the establishment and maintenance of active hiring lists for building inspector classes through the Department of Human Resources process.*

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

V.K. PAPERLESS PAY POLICY

427a. **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.**

427b. **Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access shall be able to receive hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available.**

427c. **Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or bank card. Employees not signing up for either option will be defaulted into bank cards.**

427d. **Prior to implementing this policy, the City will give all employee organizations a minimum of 30-days' advance notice.**

427e. **The union hereby waives any further right to meet and confer over the Citywide Paperless Pay Policy or its implementation, including meet and confer over the effects of the policy.**

ARTICLE VI - SCOPE

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

VI.A. SCOPE OF AGREEMENT

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

VI.B. REOPENER

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

VI.C. ZIPPER CLAUSE

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

PAST PRACTICE

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

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

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

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

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

VI.D. DURATION OF AGREEMENT

435. This Agreement shall be effective July 1, ~~2012~~ **2014**, and shall remain in full force and effect through June 30, ~~2014~~ **2017**, with no reopeners except as specifically provided herein.

VI.E. SAVINGS CLAUSE

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

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

FOR THE CITY

Micki Callahan Date
Human Resources Director

Martin R. Gran Date
Employee Relations Director

LaWanna Preston Date
Chief Negotiator

APPROVED AS TO FORM
DENNIS J. HERRERA, CITY ATTORNEY

Elizabeth Salveson 5-14-14
Elizabeth Salveson Date
Chief Labor Attorney

FOR THE UNIONS

Dennis M. Carlin, Jr. Date
President,
San Francisco Building Inspectors' Association

Ken Atkins Date
Chief Negotiator

APPENDIX A

Excerpted From Charter Section A8.346

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

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

APPENDIX B: BUILDING INSPECTORS' ASSOCIATION

The following terms in this Appendix apply only to employees represented by the Building Inspectors' Association.

1. TIME OFF FOR GRIEVANCE

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

2. WORKFORCE REDUCTION

The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.

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

The City shall provide written information relating to staffing levels and workloads in a given department, upon written request to the Director of Building Inspection or the appointing authority in other City agencies, where inspectors covered by this Agreement are employed.

3. REGULAR WORK WEEK

A "regular work week" shall be Monday through Friday.

4. OVERTIME

For employees in classes 6331, 6333 and 6334, in the event that overtime is needed, the City shall call for volunteers. In the event there are not sufficient volunteers, employees would be assigned in order of inverse seniority.

5. BILINGUAL PAY

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

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

6. CERTIFICATION PREMIUMS

Any represented Building Inspectors who hold certifications in the following ICBO categories shall be granted additional premium pay as follows above the base rate per hour for each such certification. The combined total of these premiums shall not exceed 5%. These premiums will be paid only when the certifications are current.

Certified Building Official	4%
Plans Examiner	3%
Plans Examiner with ATC Safety Assessment Program Certification	3.5%
Building Code Accessibility Specialist	2%
Mechanical Inspector	2%
Residential Energy Code Specialist	1%

7. OFFICE OF STATEWIDE HEALTH AND PLANNING (OSHPD) PREMIUM

Those inspectors in classes 6331 Building Inspector, 6333 Senior Building Inspector, and 6334 Chief Building Inspector who are OSHPD certified shall receive a premium of $8.00 per hour for each hour that they are assigned and are actually performing an OSHPD inspection for a hospital, medical clinic or City Jail construction.

8. AUTOMOBILE USE AND ALLOWANCE

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

9. MUNI PASSES

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

10. WORKPLACE ISSUES

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

11. CONFLICT OF INTEREST

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

12. PAST PRACTICES

Following is the list of past practices pursuant to Section V.C. of the 1997-2001 Agreement.

Official Representatives

The contract negotiating team shall continue to be paid for release time to participate in negotiation, mediation and arbitration during the employee's regular work hours.

Work Schedules

Two fifteen (15) minute breaks shall continue to be provided for each full time shift – one in a.m. and one in p.m.

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

For purposes of working overtime, a meal and/or break periods will continue to be provided as required by law.

Safety

The City will continue to supply all safety shoes and safety equipment.

APPENDIX C: CARPENTERS, LOCAL 22

The following terms in this Appendix apply only to employees represented by The Northern California Carpenters Regional Council, Local 22.

1. PROTECTIVE EQUIPMENT PREMIUM

Employees shall receive an additional one dollar and fifty cents ($1.50) per hour above their base rate for each hour assigned to work requiring the use of a disposable Tyvek (or other similar material) suit, air purifying respirator, fall protection equipment (harness), or a personal floatation device.

2. PAST PRACTICES

City Wide

Applies to entire Carpenters bargaining unit:

Parking

Effective 7/1/2013, MTA employees shall be required to pay for their own parking based on fees established by MTA.

Work Gear

The City shall continue to provide overalls (ie: Ben Davis type or comparable) per MOU.

MUNI Cable Car Division

Work Schedules

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift.

Overtime shall continue to be distributed equally within the division.

Vacation sign-ups shall continue on a seniority basis within the division.

Preparation time/clean-up time of ten (10) minutes at the start of the shift and ten (10) minutes at the end of the shift shall continue to be provided.

Safety

Safety meetings shall continue per CAL-OSHA requirements.

Tools

Each carpenter will continue to supply his/her own personal hand tools. The City will continue to supply power tools and any specialty hand tools required for a job.

The City shall continue to provide lockers as available.

MUNI Building and Grounds

Work Schedules

One unpaid meal period of 30 minutes at approximately mid-shift shall continue to be provided.

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift.

Overtime shall continue to be scheduled on a rotation basis by seniority.

Vacation Sign-ups and Vacation Requests shall continue to be submitted at least five (5) days in advance of the time off requested.

Preparation time/clean-up time of fifteen (15) minutes at the start of the shift and fifteen (15) minutes at the end of the shift shall continue to be provided.

Safety

Safety meetings shall continue per CAL-OSHA requirements.

Tools

The City shall continue to provide lockers as available.

Employee Handbooks

Employee Handbooks shall continue to be provided by the Department to all covered members.

MUNI Woods Division

Work Schedules

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift.

Overtime shall continue to be scheduled at the discretion of the supervisor on an as-needed basis.

Clean-up time of fifteen (15) minutes at the end of each work day shall continue to be provided.

Vacation Sign-ups and Vacation Requests shall continue to be submitted at least five (5) days in advance of the time off requested and approved on a seniority basis.

Safety

Safety meetings shall continue per CAL-OSHA requirements.

Tools/Work Gear

Each carpenter will continue to supply his/her own personal hand tools. The City will continue to supply any power tools required.

The City shall continue to provide lockers as available.

The City shall continue to provide protective overalls per MOU. The overalls will be cleaned weekly and replaced when necessary.

MUNI Cable Car Pattern Shop

Work Schedules

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift.

Overtime shall continue to be distributed in both the pattern shop and the carpenter shop on an as-needed basis.

Clean-up time of fifteen (15) minutes at the end of each work day shall continue to be provided.

Safety

Safety meetings shall continue per CAL-OSHA requirements.

Tools

Each carpenter will continue to supply his/her own personal normal pattern maker tools. The City will continue to supply all expendable tools (ie: "C" drill bits, screwdriver bits, etc.) and any power tools required for a job.

The City shall continue to provide lockers as available.

Port

Work Schedules

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift, one at approximately two hours into the shift and one at approximately six hours into the shift.

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

Public Utilities Commission – Sunol/Millbrae

Work Schedules

Two ten (10) minute breaks shall continue to be provided – one at approximately two hours into the shift and one at approximately six hours into the shift daily.

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

For purposes of working overtime, a meal period will continue to be provided if warranted by FLSA standards.

Overtime shall continue to be scheduled on a rotation basis in consideration of the cumulative overtime hours each carpenter has worked.

A reasonable amount of clean-up time at the end of each work day shall continue to be provided.

Safety

Safety meetings shall continue per CAL-OSHA requirements.

Tools

Each carpenter will continue to supply his/her own personal hand tools other than specialty tools. The City will continue to supply large tools (ie: table saw, skill saw, etc.) and any specialty tools required for a job.

Any personal tools damaged or lost on the job will continue to be replaced.

On-site lockers will continue to be provided as available.

Public Utilities Commission – Water at Central Distribution Division

Work Schedules

Two fifteen (15) minute breaks shall continue to be provided for each full time shift, one at approximately two hours into the shift and one at approximately six hours into the shift.

A reasonable amount of clean-up time at the end of each work day shall continue to be provided.

Safety

Safety meetings shall continue per CAL-OSHA requirements.

Work Gear

The City shall continue to provide lockers as available.

Carpenters will continue to be allowed use of a washing machine and laundry soap to wash overalls as available.

Public Utilities Commission - Hetch Hetchy

Tools

Any personal tools damaged or lost on the job will continue to be replaced per MOU.

Work Schedules

Two fifteen (15) minute breaks shall continue to be provided - one at approximately two hours into the shift and one at approximately six hours into the shift.

Work Gear

The City shall continue to supply hip waders or high boots used for shoring or form work.

Purchasing

Work Schedules

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift.

Clean-up time of fifteen (15) minutes at the end of each work day shall continue to be provided.

As in current practice, the Department will not use funeral leave or jury duty to disqualify a carpenter from overtime assignments.

Safety

Safety meetings shall continue per CAL-OSHA requirements.

Tools/Work Gear

Each pattern maker will continue to supply his/her own personal normal pattern maker tools. The City will continue to supply all expendable tools and any power tools required for a job.

The City shall continue to provide lockers at 1800 Jerrold Avenue as available.

Recreation and Parks

Work Schedules

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift, one at approximately two hours into the shift and one at approximately six hours into the shift.

Overtime shall continue to be scheduled on a rotation basis.

Vacation sign-ups and vacation requests shall continue to be administered per Department policy.

Travel time between department locations any day of the week shall continue to be paid.

Safety / Working Environment
Safety meetings shall continue per CAL-OSHA requirements.

The City shall continue to provide lockers as available.

Medical services at Camp Mather shall continue as available.

Tools
Tools will be replaced if worn and as needed.

Department of Public Health - Laguna Honda Hospital

Work Schedules
One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift, one at approximately two hours into the shift and one at approximately six hours into the shift.

Overtime shall continue to be offered on an approximately equal basis.

Preparation time/clean-up time of fifteen (15) minutes at the start of the shift and fifteen (15) minutes at the end of the shift shall continue to be provided.

Safety
Safety meetings shall continue per CAL-OSHA requirements.

APPENDIX D: CEMENT MASONS, LOCAL 300

The following terms in this Appendix apply only to employees represented by the Cement Masons, Local 300.

1. TOOLS

At the time of hire, employees in classification 7311 Cement Mason covered by this Agreement will be required to furnish the following tools:

(1) Three trowels (varying in size to fit work)
(2) One point (trowel)
(3) One set of coving tools (1 nose & 1 cove)
(4) One wood hand float
(5) One rubber float
(6) One hammer
(7) One sledge hammer
(8) One hand saw
(9) Three hand edgers (1/4", 1/2", 3/4" radius to match coving tools)
(10) One set of knee pads
(11) One hand brush (paint brush)
(12) Two levels (1 pocket & 1 - 24" or longer)
(13) One pair pliers w/ side cutters
(14) One measuring tape
(15) One roll nylon cord (300')

APPENDIX E: GLAZIERS, LOCAL 718

The following terms in this Appendix apply only to employees represented by the Glaziers, Architectural Metal and Glass Workers, Local Union No. 718

1. PARKING

Effective July 1, 2006, permanent covered employees at the Department of Public Works shall have priority consideration for available parking.

2. PAST PRACTICES

Vacation Sign-ups

Vacation sign-ups as currently practices shall continue.

Specialty Tools

Specialty tools shall continue to be provided by the City and County of San Francisco.

City Vehicles

The practice whereby employees take city vehicles home when assigned shall continue.

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

1. Overview of EAP Program - This Employee Assistance Program ("EAP") is designed to provide coverage for employees only, and to assist employees in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment and referral, brief treatment, and follow up services.

EAP's offer assistance by helping employees assess and identify problems arising from a variety of personal areas.

EAP's assist employees by referring them to services which lead to solutions.

EAP's provide training and consultation services to management and union leadership regarding assisting troubled employees.

The primary goal of the EAP will be to maintain employee's ability to be fully productive on the job. EAP's help employees, management, and supervisors maintain a high level of service by:

Motivating employees to help;

Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;

Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;

Providing easily accessible quality helping services which include short-term problem solving and referrals to more intensive care;

Providing crisis intervention services;

Providing follow-up assistance to support and guide employees through the resolution of their problems; and by

Acting as an education and training resource.

Employees shall be able to access the EAP through calling directly (self-referral), through the PTD Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

If an outside EAP vendor is approved and selected, the vendor shall be required to establish a 24-hour telephone hotline for immediate and confidential self-referral.

The EAP is intended to help employees to:

Assess and clarify their problems early;
Develop a plan of action to resolve their problems;
Determine if professional assistance is needed;
Help employees find the right treatment;
Supply a providers list with a range of services.

2. Organization

a. The Joint Labor-Management Committee:

(1) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be

appointed by the City.

If the City chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the City shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

(2) Officers: The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The PTD Director shall provide staff support to the Committee as appropriate.

(3) Quorum: A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the City-appointed Committee members.

(4) Functions: To review and make recommendations regarding the Peer Assistance Program, the peer assistants to be hired, and the employee education program. The Committee shall report its recommendations to the PTD Director and the Substance Abuse Professional (SAP) or their designee for action.

(5) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the PTD may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

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

3. The EAP/ Program: The City and the Unions may conclude that it is in the best interest of all concerned to establish a uniform EAP Program for all employees deemed "safety-sensitive" pursuant to the DOT Regulations. On this basis, the parties agree that (1) the PTD Director may engage an outside contractor to provide these services; and (2) if an outside contractor is selected, this outside contractor may be the same contractor selected by the Transport Workers San Francisco Municipal Railway Trust Fund for the EAP Program established pursuant to the Agreement between the PTD and TWU Local 250A.

4. The Peer Assistance System

a. Structure: A Peer Assistance system shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. – 5:00 p.m.) for all Muni work sites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

b. Qualifications:

(1) An employee who is a former substance abuser who has been "clean" and/or sober for at least one year and who continues to participate in a 12-step program, or

(2) An employee who is related to an addict or alcoholic and who has participated in a self-help group for co-dependency.

(3) Who is willing to make a minimum of a two-year commitment as a peer assistant, and

(4) Who agrees to participate in prescribed training.

(5) An employee who does not meet the criteria of 1 or 2 but who is willing to be trained and to commit for 2 years will also be considered, in the event there are not enough candidates that meet criteria 1 or 2.

(6) An individual must be able to maintain confidentiality.

c. Duties:

(1) Be available to employees who appear to need or request assistance, to deal with chemical dependency.

(2) Maintain strict confidentiality.
(3) Identify the nature of the problem.

(4) Discuss confidentiality of program with employees.

(5) Receive clinical direction and training from the SAP and other CADAC Clinical Supervisors.

(6) Discuss the options of available resources.

(7) Refer the employee to the EAP.

(8) Report to the Peer Assistance Coordinator as required.

(9) Follow up with employees during and after treatment subject to the direction of the Peer Assistance Coordinator and the clinical supervision by the SAP.

(10) Staff the night, weekend and holiday crisis hotline (pager).

d. Staffing: There shall be one full-time Peer Assistant who shall report directly to the Peer Assistance Coordinator appointed pursuant to the Local 250A Agreement.

e. Volunteer Peer Assistants:

(1) Up to eight (8) Volunteer Peer Assistants.

(2) Assist peer assistants upon request during their off-duty time.

(3) They shall participate in designated training.

(4) Their activities shall be within the limits of their training.

(5) Volunteer peer assistants will receive no compensation for their services.

f. Functions: The Joint Labor/Management Committee shall develop the procedures for the Peer Assistance System after consultation with the SAP and/or PTD Director or designee.

g. Civil Service Commission Approval: The parties recognize that the use of peer assistants is subject to the approval of the Civil Service Commission. The Commission has approved the use of peer assistants subject to the receipt of waiver and release acknowledgments signed by each employee and the union. The Civil Service Commission will withdraw its approval if the required acknowledgments are not obtained by the affected employees and the union.

5. Pay Status During Voluntary Self-Referral Treatment

a. An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

b. In the case of the up to two voluntary, employee-initiated referrals, the PTD will pay the employee the difference between his/her SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight

hours per day for full time employees and up to three hours per day for part time employees, up to a maximum of 21 work days during a five year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

6. Non-Paid Status During Treatment After Positive Test - The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

7. Education and Training - The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The Joint Labor/Management Committee shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. The PTD Director and the SAP shall act on the training program developed by the Committee. Certain training required by the DOT Regulations shall be conducted by the SAP.

8. Confidentiality - Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

9. Funding - During the term of this MOU the Employee Assistance Program shall be funded by the City in an amount not to exceed $75,000 each fiscal year.

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

APPENDIX F: IRONWORKERS, LOCAL 377

The following terms in this Appendix apply only to employees represented by International Association of Bridge, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377

1. CONTAINER CRANE PREMIUM

Port employees of the Maintenance Department in classification 9346 Fusion Welder who are assigned to in watch-standing, maintenance and/or repair of container cranes shall be paid at a rate of fifteen percent (15%) above the base hourly rate for their classification for those hours actually worked on the cranes at the crane site.

2. PAST PRACTICES

The parties agree to abide by the past practices listed below.

The following provisions apply to the San Francisco Port, Recreation and Park and Administrative Services Departments:

Meal Periods and Breaks

The unpaid meal period shall be thirty (30) minutes occurring approximately mid-day or mid shift. Each covered employee shall be provided one fifteen (15) minute break period in mid-morning and one fifteen (15) minute break period in mid-afternoon.

Lockers

Lockers are furnished for covered employees, as available.

Parking

Free parking shall be furnished for covered employees, as available. Effective 7/1/2013, MTA employees shall be required to pay for their own parking based on fees established by MTA.

Vacation Sign Up

If requests for vacation sign up are submitted on the same day, the most senior employee's request will be given first consideration.

Employee Facilities

Availability of refrigerator and microwave will continue at work locations where they are

currently provided. City will provide soap and water for clean up and will also provide a locker area.

The following provisions apply only to the San Francisco Port and Recreation & Park Departments:

Clean Up

Each covered employee shall be provided with fifteen (15) minutes prior to the meal period (lunch) for clean up and fifteen (15) minutes prior to quitting time for clean up.

Tools

The City will provide hand and power tools as necessary.

Safety

City will conduct one (1) safety meeting per pay period. CPR instruction will be offered annually and First Aid training offered every three (3) years.

The following provisions apply only to the Administrative Services Department:

Clean Up

Each covered employee shall be provided with ten (10) minutes prior to the meal period (lunch) for clean up and ten (10) minutes prior to quitting time for clean up.

Tools

The City will provide power tools and special tools as necessary.

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

APPENDIX G: PILE DRIVERS, LOCAL UNION NO. 34

The following terms in this Appendix apply only to employees represented by the Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34.

1. CHANGING FACILITY

The City shall provide facilities for employees in classifications 9330 Pileworker and 9332 Piledriver Supervisor I to change clothing. Facilities shall be equipped with locking storage for employee's personal belongings and with equipment or space for drying clothing. Such facilities shall not be used for the storage of tools or flammables. Employees may not store personal belongings on the piledriving rig.

2. MEDICAL EXAM

a. Represented employees may voluntarily request and shall be entitled to a medical examination by a City designated physician, provided, however, that in no instance will more than one (1) medical examination be given in any twelve (12) month period. Medical examinations will be considered time worked. Medical information shall be kept confidential and shall be used only to the extent necessary to maintain an effective Injury and Illness Prevention Program.

b. Represented employees assigned to engage in diving will have a physical exam once per year by a City designated physician at the City's expense. Said exams will conform to existing Cal-OSHA standards for diving.

c. Represented employees will be given annual audiometric examinations at the City's expense to monitor the effectiveness of the Port's Hearing Conservation Program.

3. CREW SIZE

To promote safe working conditions, when either of the pile driving water rigs currently in services on October 1998 are driving or pulling pile, the rig shall include one (1) 9332 Piledriver Supervisor I, and six (6) 9330 Pile Workers. When new equipment is put into operation, crew size will be in accordance with the terms of the 2000-2004 Master Labor Agreement between the Associated General Contractors and the Pile Drivers Union. The Piledriver Supervisor I may designate a lead worker as described under the "Lead Worker" provisions herein.

4. PORT OF SAN FRANCISCO APPRENTICE(S)

a. Employees appointed to Class 9328 Pile Worker I Apprentice shall be compensated in relation to a Class 9330 Pile Worker based on time worked as follows:

(Time Worked)	Compensation

APPENDIX G

Step 1	Upon Appointment	60% of 5th Step 9330 Pile Worker
Step 2	6 months	65% of 5th Step 9330 Pile Worker
Step 3	12 months	70% of 5th Step 9330 Pile Worker
Step 4	18 months	75% of 5th Step 9330 Pile Worker
Step 5	24 months	80% of 5th Step 9330 Pile Worker

b. Employees appointed to Class 9329 Pile Worker II Apprentice shall be compensated in relation to a Class 9330 Pile Worker based on time worked (includes time worked in Class 9328 Pile Worker I Apprentice) as follows:

	(Time Worked)	Compensation
Step 1	24 months	80% of 5th Step 9330 Pile Worker
Step 2	30 months	85% of 5th Step 9330 Pile Worker
Step 3	36 months	90% of 5th Step 9330 Pile Worker
Step 4	42 months or more	95% of 5th Step 9330 Pile Worker

c. Time worked in both classifications, which comprises the length of the Pile Worker apprenticeship, will not exceed forty-eight (48) months except by approval of the appointing authority, subject to the applicable Civil Service Commission Rules.

d. The City's discretion to determine whether to create, continue or reduce positions, including apprentice positions, is one of its management rights and is beyond the scope of and not affected by this MOU.

e. Port of San Francisco Apprentices participate in a California State-approved apprenticeship for the Pile Driver occupation.

APPENDIX H: AUTO, MARINE & SPECIALTY PAINTERS, LOCAL 1176

The following terms in this Appendix apply only to employees represented by the Auto, Marine & Specialty Painters, Local 1176.

1. NORMAL WORK SCHEDULES

a. A normal work week for Painters (classes 7346 Painter, 7242 Painter Supervisor I and 7278 Painter Supervisor II), shall be five (5) consecutive days Monday through Friday, inclusive, a normal work day is a tour of duty of eight (8) hours completed within eight and one-half (8-1/2) hours. A regular tour of duty may commence at a time not earlier than 6:00 a.m. and all regular tours of duty shall conclude not later than 4:30 p.m.

b. Notwithstanding the above, effective July 1, 2006, a regularly scheduled graveyard shift shall be established at the Airport, consisting of a regular eight (8) hour tour of duty commencing at 11:00 p.m. and ending at 7:30 a.m., Sunday through Thursday.

At the request of either the City or the Union, and after meeting and conferring with the Union, the City may enter into cost equivalent alternate work schedules for some or all represented employees.

2. OVERTIME

Painters (classes 7346 Painter, 7242 Painter Supervisor I and 7278 Painter Supervisor II) shall be paid at the rate of time and one-half for hours worked either before or after the starting and concluding time of the regular tour of duty as referenced herein.

Overtime Assignments: Overtime scheduled more than twelve (12) hours in advance shall be on a revolving seniority basis. Said workers must be qualified to perform such work. Workers denied overtime due to not being qualified must within sixty (60) days be given the opportunity to acquire the skills necessary to perform such work.

3. HEIGHT WORK PAY

Employees in classes 7346 Painter, 7278 Painter Supervisor I, and 7242 Painter Supervisor II shall be entitled to a height work premium when the work performed requires personal fall restraints to be worn by the employee as follows:

When working over fifty (50) feet above ground or water level the employee shall be paid one dollar ($2.00) per hour above the base rate for all such work;

When working from one hundred (100) to one hundred eighty (180) feet above ground or water level the employee shall be paid two dollars ($2.00) per hour above the base rate for all such work.

When working over one hundred eighty (180) feet above ground or water level the employee shall be paid three dollars ($2.00) per hour above the base rate for all such work.

4. NIGHT DUTY PREMIUM

Members of Local 1176 shall be paid fifteen percent (15%) more than the base rate for each hour regularly assigned to the SFO graveyard shift (11:00 p.m. to 7:30 a.m.).

5. TAPER PREMIUM

Employees in classification 7346 Painter shall receive an additional seventy-five cents ($.75) per hour for each hour assigned as a taper. Effective July 1, 2002, the rate shall be one dollar ($1.00) per hour.

6. THERMO PLASTIC APPLICATOR

Employees in classifications 7242 Painter Supervisor II, 7278 Painters Supervisor I, and 7346 Painter who are assigned to operate a thermo-plastic applicator shall be paid a premium of two dollar ($2.00) per hour for each of those hours that said individual actually operates such an applicator. This premium shall be payable only to the individual who operates said applicator.

7. WORKERS' COMPENSATION

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

An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

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. 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.

Salary may be paid on regular time rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

Return to Work

The City will make a good faith effort to return employees who have sustained an occupational injury or illness to temporary modified duty within the employee's medical restriction. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift, and /or in another department. The employee will receive the base wage rate of their regular class during the temporary assignment but not including additional compensation (premiums), out of class pay, or acting assignment pay as listed in this Agreement. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months.

8. CLASS 7242 PAINTER SUPERVISOR I RATES OF PAY

Pursuant to the 1992 Salary Standardization Ordinance, the current steps 6 through 10 in the City and County of San Francisco Compensation Manual reflect the rate of pay for employees in class 7242 Painter Supervisor I "when in charge of ten or more painters or when in charge of more than one job."

APPENDIX I: ROOFERS, LOCAL 40

The following terms in this Appendix apply only to employees represented by United Union of Roofers, Waterproofers and Allied Workers, Local 40.

PAST PRACTICE ENUMERATIONS

Parking – Port Only

As long as the Maintenance Division is located at Pier 50, Roofers will have access to parking at either Pier 50 or Pier 90. To the extent parking is made available at other job sites, Roofers will have access to such parking. When parking is not available at other job sites, the Port will provide transportation for Roofers from either Pier 50 or Pier 90 to the job site.

Travel Time

Travel time to and from any job outside of the City and County of San Francisco shall continue.

Work Clothes

The funds allotted to protective work clothing shall continue.

Tools

The City shall continue to provide all hand tools for roofers.

APPENDIX J: SHEET METAL WORKERS, LOCAL 104

The following terms in this Appendix apply only to employees represented by Sheet Metal Workers International Union, Local 104.

1. AUTOMOBILE USE AND ALLOWANCE

For employees in class 6235 Heating and Ventilating Inspector, the City shall attempt to provide vehicles for all represented employees for use on City business. When represented employees are required to drive their own vehicles to transport materials or to drive from one site to another to perform work duties, they shall be reimbursed for mileage at the rate permitted by the Internal Revenue Service.

2. TRAINING, CAREER DEVELOPMENT, AND INCENTIVES

1. Subject to the following conditions the appointing officer of an individual department may elect to approve reimbursement for training or tuition obtained outside normal working hours.

2. All training/course work must be approved in writing, in advance, by management;

   a. Requested training/course work must be beneficial to the needs of the department and the performance of duties consistent with the employees current classification series.

   b. Departments reserve the right to request an employee to demonstrate proficiency in training/course within 30 days of completing the training/course.

3. TOOL REPLACEMENT

Employees in classifications 7247 Sheet Metal Worker Supervisor II, 7376 Sheet Metal Worker, and 9345 Sheet Metal Supervisor I shall be provided with a replacement of the following tools when such tools become unusable due to normal wear and tear:

1. Two (2) pairs of "Wiss" aviation snips, left and right hand
2. One (1) 6" cold flat chisel
3. One (1) scratch awl
4. Screwdrivers: 8" and 10" slotted head and Phillips
5. One (1) center punch
6. One (1) 12-ft. tape

Replacement shall not exceed more than one of each item as listed per fiscal year. Surrender of worn tool is required before replacement will be issued. The supervisor must agree that the tool is

sufficiently worn before a replacement is issued.

4. PAST PRACTICE ENUMERATIONS

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

Meal Period, Clean-up, and Breaks

One 30 minute lunch period per eight hour shift. Lunch period between either 11:30 a.m. to 12:00 p.m. or 12:00 p.m. to 12:30 p.m.

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^{th}) hour into the shift.

Parking

Assigned parking provided at work locations where it is currently provided as available. Effective 7/1/2013, MTA employees shall be required to pay for their own parking based on fees established by MTA.

Health and Safety

Safety meetings shall continue per CAL-OSHA requirements.
The City shall supply and maintain first aid supplies.
For the following Departments, the minimum assigned crew size for each assignment shall be:

	Confined Space Watch	Firewatch	Traffic Control	Jail
DPW	2	2	2	2
Airport	3	2	NA	NA
Rec. & Park	NA	NA	NA	NA
Muni	NA	2	NA	NA
Port	2	2	NA	NA

Use of City Vehicle

Any Employee reporting directly to a jobsite may take a City vehicle home when assigned by their supervisor.

Protective Clothing and Equipment

The City agrees to provide reimbursement for prescription safety glasses not to exceed $50 per employee except for employees at the Port and the San Francisco International Airport. Employees at the San Francisco International Airport will be reimbursed for prescription safety glasses not to exceed $150 per year. Employees at the Port will be reimbursed for prescription safety glasses not to exceed $200 per year.

The City agrees to provide safety shoes every two years for employees at the San Francisco International Airport.

The City shall supply and maintain coveralls. Employees at the Recreation and Park Department will be reimbursed for coveralls not to exceed $120 per year.

Training Reimbursement

Represented employees shall be on paid status when required to attend educational programs scheduled during normal working hours. Employees assigned to attend educational programs outside of regular work hours shall be compensated at straight time.

Tools/Work Gear

Each employee will continue to supply his/her own personal hand tools. The City will continue to supply any power tools required.

5. EMPLOYEE TRAINING REIMBURSEMENT PROGRAM SHEET METAL WORKERS, LOCAL 104

1. WHO MAY APPLY FOR REIMBURSEMENT

   a. Any employee or officer holding regular appointment to a full time, permanent position within the City service and who has served a minimum of one (1) year continuous permanent service in any class immediately prior to receipt of application, may apply for tuition reimbursement in accordance with the provisions of this rule and the provisions of the Administrative Code.

   b. Applications for reimbursement shall be prepared in duplicate on a special form provided by the Department of Human Resources. The original of such form shall be forwarded to the Department of Human Resources, and a copy shall be retained by the employee. Such application for reimbursement shall be subject to successful completion of the course and availability of funds.

2. TRAINING FOR PROMOTION OR ADVANCEMENT

a. An eligible employee or officer may apply for reimbursement for a training course pertaining to the duties of a higher classification when such course is given outside of regular working hours by an accredited educational institution. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. Subject to the budgetary and fiscal provisions of the charter, the employee or officer shall he reimbursed one-half of the cost of tuition for said course if attendance has been approved in advance and funds have been appropriated and are available. The Department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.

b. No reimbursement shall be made if the employee or officer is eligible to receive reimbursement for said tuition under a Federal or State Veterans' benefit program or from other public funds.

3. TRAINING FOR WORK IN PRESENT CLASSIFICATION

a. An eligible employee or officer may apply to the Department of Human Resources through the appointing officer for reimbursement in a training course given by an accredited educational institution during or outside working hours for the purpose of improving performance in the present classification.

b. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. The Department of Human Resources shall be the judge of whether such training meets the criteria of improving performance in the employee's present job, and whether the training can be provided through available in-service activities. Subject to the budgetary and fiscal provisions of the Charter, the employee or officer shall be reimbursed for tuition, supplies, books, and other fees for such course if attendance has been approved in advance, and funds have been appropriated and are available. If attendance is during regular hours, it shall be considered a duty assignment for the purpose of payment of salary. The department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.

4. EDUCATIONAL INSTITUTION – WHEN ACCREDITED

The Department of Human Resources or Human Resources Director shall be the judge of whether an educational institution is properly accredited for the purpose of this rule. The

appointing officer shall consider the employee's record of performance in making recommendations.

APPENDIX K: TEAMSTERS, LOCAL 853

The following terms in this Appendix apply only to employees represented by the Teamsters, Local 853.

1. D.R.I.V.E CONTRIBUTIONS BY CHECK-OFF

The City agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E.. D.R.I.V.E shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all pay periods worked. The phrase "pay periods worked" includes any pay period in which the employee has earnings. The City shall transmit funds on a monthly basis along with an appropriate accounting. No deduction shall be made which is prohibited by applicable law. The Union may be charged reasonable administrative costs.

2. SENIORITY

Seniority shall be defined as length of continuous service as a permanent employee within a department. In case of a tie in seniority, highest rank on the list shall prevail.

Except in emergencies, in filling of job vacancies within a departmental operating unit where there is a change in the rate of pay (within the shift - as determined by starting times), qualifications will be the prime factor considered. If, however, employees are approximately equal, as determined by management, the most senior person will be assigned to the job where practical.

All Departments which used the bid process in Fiscal Year 1997-98 shall bid in the first work week in December of each year, to be implemented on the first work day of the first full pay period in January each year. It is understood that there is no vested right to any particular assignment and management may change assignments for safety and other legitimate operational needs. The evaluation of qualifications, ability and operational practicality shall be a management determination, provided, however, that such determination shall not be arrived at on an arbitrary, capricious or discriminatory basis. Minimum qualifications published by the Department of Human Resources for examination purposes shall not be construed to be final in determining eligibility. Management shall be under no obligation to provide training for the purpose of meeting qualifications for the employee's benefit.

Implementation of this provision is subject to appropriate procedures being established between the Union and departments and election to assignments will not result in increased cost to the City.

3. SHIFT BIDDING

PUBLIC UTILITIES COMMISSION

Shift bidding, for bureaus and divisions of the Public Utilities Commission, shall

commence the first (1st) week of December each year and it shall be implemented on the week commencing the first full pay period of January of each year. It shall be based on departmental seniority within the division. The Public Utilities Commission is comprised of the following divisions: Water Pollution Control Division, Commercial Distribution Division, Water Supply and Treatment Division and Hetch Hetchy Water and Power.

Employees who reassign from one division or bureau to another lose seniority for shift bidding purposes in the new division or bureau.

In the event of a tie in seniority, the employee with the highest city-wide seniority will be awarded the bid.

CLASS 7251

Regarding shift bidding for classification 7251, in the event that existing work schedules change, the City agrees to meet and confer prior to implementation

4. TRUCK DRIVER ASSIGNMENTS

It is understood and agreed that the Civil Service Commission has sole and exclusive jurisdiction over issues of classification. It is further agreed that:

Effective July 1, 1991, a classification 7355 Truck Driver will be assigned to drive truck(s) one ton and over during the course of a normal work shift performed on public street, where the truck(s) is/are:

a. Designed primarily for the loading, transportation, and unloading of freight, aggregates, debris, or similar bulk commodities; and

b. Predominantly a part of an ongoing process of loading, transportation, and unloading, from point to point, of freight, aggregates, debris, or similar bulk commodities; and

c. Not normally operated by other Civil Service classifications.

Nothing herein shall conflict with Charter provisions or Civil Service Commission rules.

5. COMMERCIAL LICENSE UPGRADE

When a Class 7355 Truck Driver or Class 7251 Track Maintenance Worker Supervisor I is required by a Department to upgrade his/her California Commercial Drivers License, the Department shall provide the proper vehicle for the employee to be tested by the Department of Motor Vehicles.

6. FEES FOR ADDITIONAL LICENSE AND/OR ENDORSEMENTS TO A COMMERCIAL DRIVERS LICENSE

Fees charged by the Department of Motor Vehicles for additional license and/or endorsements to a commercial drivers license shall be reimbursed by the City when the Appointing Officer requires an existing Class 7355 Truck Driver or Class 7251 Track Maintenance Worker Supervisor I to add such license and/or endorsements which are beyond the scope of the employee's original conditions of employment.

7. BUREAU OF ENVIRONMENTAL SERVICES WORK WEEK

The Union and the City recognize the need for a work week other than Monday through Friday in the Bureau of Environmental Services, and upon execution of this MOU, the Bureau of Environmental Services may establish work weeks and schedules other than Monday through Friday. The number of positions which may be established with a non-Monday through Friday work week shall be limited to the number of employees in the Bureau of Environmental Services who became permanent employees after January 1, 1990, until that number reaches 45% of the total number of budgeted Classification 7355 Truck Driver positions in the Bureau.

8. BEST EFFORTS RE SAT/SUN SHIFTS (PILOT PROGRAM)

Effective the 2004 bidding cycle, the Bureau of Street Environmental Services (BSES) will not increase the number of shifts on which covered employees do not have a Saturday of a Sunday off beyond the following:

Shift 123 (nights);
Shift 124 (nights);
Shift 125 (nights); and
Shift 127 (nights).

Implementation of this provision is subject to procedures contained in Section (b) below:

a. Upon the request of the City, the Union agrees to meet and confer regarding the establishment of work weeks and schedules of other than Monday through Friday in departmental operating units in addition to the Bureau of Environmental Services.

Such discussion shall not extend beyond thirty (30) calendar days, except by mutual agreement of the parties. The parties are not required to exhaust any applicable impasse procedures and specifically shall not have access to any fact-finding procedures. However, the parties may mutually agree to mediation.

The number of positions changed to a non-Monday through Friday work week in a departmental operating unit other than the Bureau of Environmental Services shall

not exceed 45% of all budgeted 7355 Truck Driver positions within a departmental operating unit.

b. Shifts of other than Monday through Friday shall be offered to employees through a seniority selection procedure, which 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. However, no classification 7355 Truck Drivers who were permanent employees as of January 1, 1990 can be compelled to accept a non-Monday through Friday work week. All classification 7355 Truck Drivers who were permanent employees as of January 1, 1990 may waive their Monday through Friday work week and accept assignment to a different work schedule. Such waiver may be rescinded, but may only be rescinded at the time of any annual job bidding subsequent to their waiver.

c. In the event that the total number of positions available to the City for a non-Monday through Friday work week in a departmental operating unit reaches 45% of the total number of budgeted 7355 Truck Driver positions in that departmental operating unit, the parties agree to meet and discuss alternatives to the procedures set forth in this Article. However, any meetings held pursuant to this paragraph shall be subject to the limitations contained in Section 8.a. above.

d. If an employee's work schedule is changed, that employee shall be entitled to a minimum of fourteen calendar days notice, when practicable. Such change will take place following completion of the employee's normal work schedule.

e. The normal work day shall be a tour of duty of eight (8) hours completed within not more than nine (9) hours.

f. The work week may be altered in emergency situations.

9. OVERTIME WHEEL

Scheduled overtime shall be distributed to all qualified 7355 truck drivers who wish to participate on an overtime wheel. If a driver refuses his or her turn on the wheel, they will be charged as if they had worked and will go to the bottom of the list.

The evaluation of qualifications and ability shall be a management determination, provided, however, that such determination shall not be arrived at on an arbitrary, capricious or discriminatory basis.

Scheduled overtime shall be distributed to all qualified permanent and provisional 7355 Truck Drivers and 7251 Track Maintenance Supervisors who wish to participate on an overtime wheel. If a 7355 Truck Driver or 7251 Track maintenance Supervisor refuses his or her turn on the wheel, he

or she will be charged as if he or she had worked and will go to the bottom of the list.

When a person accumulates four (4) or more scheduled or unscheduled overtime hours prior to their designated turn on the overtime wheel, they shall automatically forfeit their turn when they become eligible for their designated turn. Further, if a 7355 Truck Driver or 7251 Track Maintenance Supervisor incurs or accumulates four (4) hours of scheduled or non-scheduled overtime while at number one (1) on the list, the wheel turns or advances to the next person on the overtime wheel.

Each department shall post the overtime wheel at all times in a place reasonably viewable and accessible to unit members. The overtime wheel shall be updated on a weekly basis or as needed.

In the event that no permanent or provisional employee accepts an offer to work overtime, such work may be offered to temporary exempt employees (if any) before the department resorts to assigning such overtime on the basis of inverse seniority.

This provision shall not apply in cases of emergency. This provision shall not supersede DOT guidelines. This provision shall not apply to the Recreation and Park Department.

10. CALL BACK

Employees represented by the Union called back after the completion of a regular shift or work week shall receive overtime, if otherwise applicable, and a night duty premium of 10% more than the base rate for hours worked in a shift between 5:00 p.m. and 7:00 a.m.

11. NIGHT DUTY PREMIUM

Employees shall be paid a premium of 10% of the straight time hourly base rate of pay for hours worked between 5:00 p.m. and 7:00 a.m., if the employee works at least one (1) hour of his/her regular shift between 5:00 p.m. and 7:00 a.m. excepting those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and 7:00 a.m. The night duty premium is computed and applied separate and apart from any other premium. Night duty premium will be given for the entire shift after five (5) or more hours provided at least five (5) hours of the employee's shift falls between 5 pm and 7 am.

Employees whose regular shift is night duty shall receive their night duty premium on all paid hours. This is limited to night duty premium only, and not any other premium.

12. PAY FOR CLASS 7355 TRUCK DRIVER WHEN ASSIGNED TO DIFFERENT EQUIPMENT

If a 7355 Truck Driver is assigned to work in a different and higher paying equipment classification during any work day or tour of duty for any period of time less than four (4) hours, he/she shall be paid at the higher rate for a period of four (4) hours. If the 7355 Truck Driver works in a different

and higher paying equipment classification for a period of time in excess of four (4) hours during any work day or tour of duty, he/she shall be paid the higher rate of compensation for the entire work day or tour of duty. This provision shall be applicable only to work performed during a normal work day or tour of duty and shall not be applicable to hours worked as overtime.

1. Specialized Equipment Premium

Employees in Class 7355 Truck Driver who are assigned to drive or operate a vehicle designated as specialized equipment shall receive a specialized equipment premium of $1.25 per hour. Vehicles considered to be specialized equipment are: Front End Loaders, Tow Tilt Trailers, or other equipment over 6,000 pounds gross weight, Semi-Tractor Trailer Combinations, Equipment Transport, End Dumper, or Flow-Boy operation, 60 ft. truck transfer (Hetch Hetchy), Portable Toilet Vacuum Trucks, Sewer Cleaner, Catch Basin/Storm Drain Cleaner, or Grit Trucks, Snow Plows, Cement Mixers, Tunnel Washers, Tractor Mowers, Slurry Truck, Passenger Endorsed Bus and any other vehicle determined by the City to be specialized.

2. Uncertified Boom Truck/Street Sweeper Premium

Employees in Class 7355 Truck Driver who are assigned to drive or operate the Boom Truck(s) under twenty-five feet and fifteen thousand pounds (15,000 lbs.) or Street Sweeper shall be paid a premium of fifty cents ($.50) per hour for the hours assigned to the equipment.

3. Boom/Winch Truck Premium

Employees in Class 7355 Truck Driver who are assigned to drive or operate a Boom/Winch truck requiring certification (over twenty-five (25) feet or fifteen thousand (15,000) pounds) shall receive a $2.00 an hour premium for the hours assigned to the equipment.

13. TRUCK DRIVER SALARY STEPS

7355 Truck Driver Salary Steps

	Step 1 *Step*	**Step 2** *Step*	- - *correspondent off matrix salary grade step*
Light	1	3	*correspondent off matrix salary grade step*
Med.	2	5	*correspondent off matrix salary grade step*
Heavy	4	6	

After 1040 hours, move to Step 2

Light, Medium and Heavy Assignments (Skill Based Premium; Wrapped into Base)
Light - under 4 cubic yards water level
Medium - 4-12 cubic yards; walk-in vans and other new const. type units over 4 yards
Heavy - Over 12 cub yards; 3 axle const. trucks and spec. const. type units; sweepers, tractors, loaders, etc

14. WORK ENVIRONMENT

The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to maintain safety standards as required by the pertinent provisions of OSHA. Allegations of violation are subject to OSHA law and procedure. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees as required by the pertinent provisions of CAL-OSHA.

When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify her/his supervisor and the Department's safety committee and/or safety officer. The safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the safety officer, and until the officer has made her/his determination, the employee shall not be required to perform the disputed assignment, and shall be assigned other work.

If the safety officer determines that the complaint is valid, her/his determination, including recommendations regarding abatement procedures or employee reassignments, shall immediately be submitted to the departmental management for resolution. In the event that there is no concurrence between the employee's good faith belief that a hazardous or unsafe condition exists, and the safety officer's determination that such is not the case, the employee shall continue with the assignment.

The safety issue, however, would be appealable by the employee. Said appeal would have to be filed with the Appointing Officer, in writing, within 7 calendar days of the safety officer's determination.

The appeal will be processed through an expedited proceeding. The expedited hearing shall be before a Health and Safety expert to be mutually selected by the parties. This individual shall serve as the Health and Safety expert on all appeals until the parties mutually agree to remove him/her, or for twelve months, whichever comes first. The Health and Safety expert will hear the matter and

will make a finding and a recommendation on only the safety issue.

After receipt of the appeal, the Appointing Officer will contact the Union within 3 working days to acknowledge receipt of the appeal, and will also contact the Health and Safety expert to arrange for a hearing date. A hearing on the matter will be scheduled as soon as the Health and Safety expert is available. The parties shall not use briefs. The expert will use every effort to issue a bench recommendation followed by a written recommendation. Transcription by a certified court reporter shall be taken, but shall be transcribed only at the direction of the health and safety expert.

Each party shall bear its own expenses in connection with the Health and Safety expert hearing process. All fees and expenses of the expert and the court reporter and transcript, if any, shall be shared equally by the parties.

In cases where the department does not have a safety officer, the employee shall have the option to appeal the safety issue directly with the Appointing Officer for resolution as detailed above.

15. EAP AND PEER COUNSELING PROGRAM

A. Overview of EAP Program

This Employee Assistance Program ("EAP") shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow up services.

- EAP's offer assistance by helping employees assess and identify problems arising from a variety of personal areas.
- EAP's assist employees by referring them to services which lead to solutions.
- EAP's provide training and consultation services to management and union leadership regarding assisting troubled employees.

The primary goal of the EAP will be to maintain employee's ability to be fully productive on the job. EAP's help employees, management, and supervisors maintain a high level of service by:

- Motivating employees to help;
- Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;
- Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;

Providing easily accessible quality helping services which include short-term problem-solving and referrals to more intensive care;

Providing crisis intervention services;

Providing follow-up assistance to support and guide employees through the resolution of their problems; and by

Acting as an education and training resource.

Employees shall be able to access the EAP through calling directly (self-referral), through the Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

An outside vendor has been selected and will perform the following duties:

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.

- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.

- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.

- Provide monthly statistical evaluation of program activity, and other reports, as needed.

- Send its principal or his designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.

- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.

- Provide up to three (3) counseling visits per employee involved in a Critical Incident.

- Develop Critical Incident Program Policies and Procedures.

- Provide Critical Incident Case management, including:

  (a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;

  (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

B. Organization

(1) The Joint Labor Management Committee:

(a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the City.

If the City chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the City shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next

year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The MTA General Manager shall provide staff support to the Committee as appropriate.

A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the City appointed Committee members.

(b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.

(c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the MTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

The MTA General Manager or designee will manage all aspects of the FTA-mandated Substance Abuse Program. He/she shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

The City and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the City shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) MTA Liaison:

The MTA Liaison shall be an individual designated by the MTA General Manager to serve as the City's emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

- A MUNI employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program

OR

- A MUNI employee who has had experience with family members' substance abuse and who had participated in a self help group for co-dependency

AND

- A MUNI employee who is respected by their peers, the union, and the management

AND

- A MUNI employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.

- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.

- Develop and maintain a professional environment in which to interact with clients.

- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.

- Assist in education and training sessions for new and existing employees.

- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three full-time Peer Assistants reporting to the outside contractor.

(g) Volunteer Peer Assistants:

1. Up to eight (8) Volunteer Peer Assistants.

2. Assist peer assistants upon request during their off-duty time.

3. They shall participate in designated training.

4. Their activities shall be within the limits of their training.

5. Volunteer peer assistants will receive no compensation for their services.

(h) Functions:

The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

(i) Civil Service Commission Approval:

The use of peer assistants shall be subject to the approval of the Civil Service Commission.

C. Pay Status During Voluntary Self-Referral Treatment (Voluntary Substance Abuse Program)

(1) An employee who has a drug and/or alcohol abuse problem and has not been selected for

drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

(2) In the case of the up to two voluntary, employee initiated referrals, the MTA will pay the employee the difference between his/her SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full time employees and up to three hours per day for part time employees, up to a maximum of 21 work days during a five year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow up period established by the SAP after a positive test.

D. Non-Paid Status During Treatment After Positive Test

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

E. Education and Training

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

F. Confidentiality

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

G. Funding

The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the City.

H. Special Provisions

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOU's, as amended June 12, 1995. The MTA and the City recognize the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise

such grievance through the authorized grievance procedure. The MTA General Manager will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

APPENDIX ~~L~~B.: SUBSTANCE ABUSE PREVENTION POLICY

1. MISSION STATEMENT

a. Employees are the most valuable resource in the City's effective and efficient delivery of services to the public. The parties have a commitment to prevent drug or alcohol impairment in the workplace and to foster and maintain a drug and alcohol free work environment. The parties also have a mutual interest in preventing accidents and injuries on the job and, by doing so, protecting the health and safety of employees, co-workers, and the public.

b. In agreeing to implement this Substance Abuse Prevention Policy (SAPP), the parties affirm their belief that substance abuse is a treatable condition. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.

c. The City is committed to preventing drug or alcohol impairment in the workplace, and to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities. In addition, the City maintains a drug and alcohol free workplace policy in its Employee Handbook.

2. POLICY

a. To ensure the safety of the City's employees, co-workers and the public, no employee may sell, purchase, transfer, possess, furnish, manufacture, use or be under the influence of alcohol or illegal drugs at any City jobsite, while on City business, or in City facilities.

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

3. DEFINITIONS

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

(1) There is a fatality, loss of consciousness, medical treatment required beyond first aid, medical transport, or other significant injury or illness diagnosed, or treated by, a physician, paramedic or other licensed health care professional; or
(2) With respect to an occurrence involving a vehicle, there is disabling damage to a vehicle as a result of the occurrence and the vehicle needs to be transported away from the scene by a tow truck or driven to a garage for repair before being returned to service; or
(3) With respect to an occurrence involving Equipment, there is damage to the Equipment exceeding three thousand dollars ($3,000); or
(4) With respect to an occurrence involving structures or property, there are damages exceeding ten thousand dollars ($10,000) to the structures or property.

b. "Adulterated Specimen" means a specimen that contains a substance that is not expected to be present in oral fluid, or contains a substance expected to be present but is at a concentration so high that it is not consistent with oral fluid.

c. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weights alcohol including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)

d. "Cancelled Test" means a drug or alcohol test that has a problem identified that cannot be or has not been corrected or which 49 C.F.R. Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

e. "City" or "employer" means the City and County of San Francisco.

f. "Collector" means an on-site employee trained to collect a drug or alcohol specimen, or the staff of the collection facility under contract with the City and County of San Francisco's drug testing contractor.

g. "Covered Employee" means an employee in a represented covered classification as stated in Section 4.

h. "CSC" means the Civil Service Commission of the City and County of San Francisco.

i. "Day" means working day, unless otherwise expressly provided.

j. "DHR" means the Department of Human Resources of the City and County of San Francisco.

k. "Diluted Specimen" means a specimen with creatinine and specific gravity values that are lower than expected for oral fluid.

l. "EAP" means the Employee Assistance Program offered through the City and County of San Francisco.

m. "Equipment" includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee's paid work time); any water craft; powder-actuated tools; power tools; heavy machinery or equipment; underwater equipment; equipment that is used to change the elevation of the Covered Employee more than five (5) feet; or any other device(s) or mechanism(s) the use of which may constitute a comparable danger to the employee or others.

n. "Illegal Drugs" or "drugs" refer to those drugs listed in Section 0.a. Section 0.a. lists the drugs and alcohol and the threshold levels for which a Covered Employee will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") threshold levels, or U.S. government required threshold levels where required, in effect at the time of testing, if applicable. Section 0.a. will be updated periodically to reflect the SAMHSA or U.S. government threshold changes, subject to mutual agreement of the parties.

o. "Invalid Drug Test" means the result of a drug test for an oral fluid specimen that contains an unidentified adulterant, or an unidentified substance, that has abnormal physical characteristics, or that has an endogenous substance at an abnormal concentration preventing the laboratory from completing or obtaining a valid drug test result.

p. "MRO" means Medical Review Officer who is a licensed physician certified by the Medical Review Officers Certification Council or U.S. Department of Transportation responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

q. "Non-Negative Test" or "positive test" means a test result found to be Adulterated, Substituted, Invalid, or positive for alcohol or drug metabolites.

r. "Oral Fluid" means saliva or any other bodily fluid generated by the oral mucosa of an individual.

s. "Parties" means the City and County of San Francisco and the **Building Inspector's Association**:

(1) ~~Bricklayers and Allied Crafts, Local 3~~
(2) ~~HOD Carriers, Local 166~~
(3) ~~Building Inspectors' Association~~
(4) ~~The Northern California Carpenters Regional Council Local 22~~
(5) ~~Carpet, Linoleum, and Soft Tile Workers, Local 12~~
(6) ~~Plasterers and Cement Masons, Local 300~~
(7) ~~Glaziers, Architectural Metal and Glass Workers, Local Union No. 718~~

(8) ~~International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, its Territories and Canada, Local 16~~
(9) ~~International Association of Bridge, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377~~
(10) ~~Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34~~
(11) ~~Plasterers and Shophands, Local 66~~
(12) ~~United Union of Roofers, Waterproofers and Allied Workers, Local 40~~
(13) ~~Sheet Metal Workers International Union, Local 104~~
(14) ~~Teamsters, Local 853~~

t. "Policy" means "Substance Abuse Prevention Policy" or "Agreement" between the City and County of San Francisco and the Union and attached to the parties' Memorandum of Understanding ("MOU").

u. "Prescription Drug" means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.

v. "Refusal to Submit," "Refusing to Submit," "Refuse to Test," or "Refusal to Test" means a refusal to take a drug and/or alcohol test and includes, but is not limited to, the following conduct:

i. Failure to appear for any test within a reasonable time.
ii. Failure to remain at the testing site until the test has been completed.
iii. Failure or refusal to take a test that the Collector has directed the employee to take.
iv. Providing false information.
v. Failure to cooperate with any part of the testing process, including obstructive or abusive behavior or refusal to drink water when directed.
vi. Failure to provide adequate oral fluid or breath samples, and subsequent failure to undergo a medical examination as required for inadequate breath or oral fluid samples, or failure to provide adequate breath or oral fluid samples and subsequent failure to obtain a valid medical explanation.
vii. Adulterating, substituting or otherwise contaminating or tampering with an oral fluids specimen.
viii. Leaving the scene of an Accident without just cause prior to submitting to a test.
ix. Admitting to the Collector that an employee has Adulterated or Substituted an oral fluid specimen.
x. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
xi. Leaving work, after being directed to remain on the scene by the first employer representative, while waiting for verification by the second employer representative under section 6.I.b.

w. "Safety-Sensitive Function" means a job function or duty where a Covered Employee either:
   (1) is operating a vehicle during paid work time on more than fifty-percent (50%) of the Covered Employee's work days on average over the prior three (3) months. Vacation, sick leave, administrative leave time and all other leave shall be excluded when determining whether a Covered Employee operates a vehicle on more than fifty-percent (50%) of his or her work days; or,
   (2) is actually operating, ready to operate, or immediately available to operate Equipment other than a vehicle during the course of the Covered Employee's paid work time.

x. "Substance Abuse Prevention Coordinator" (SAPC) means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAPC will be chosen by the City.

y. "Split Specimen" means a part of the oral fluid specimen in drug testing that is retained unopened for a confirmation test (if required) or in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified Adulterated or Substituted Specimen test result.

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

4. COVERED CLASSIFICATIONS

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

5. SUBSTANCES TO BE TESTED

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

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

b. Prescribed Drugs or Medications.

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

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

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

6. TESTING

I. Reasonable Suspicion Testing

a. Reasonable suspicion to test a Covered Employee will exist when contemporaneous, articulable and specific observations concerning the symptoms or manifestations of impairment can be made. These observations shall be documented on the Reasonable Suspicion Report Form attached to this Appendix as Exhibit B. At least three (3) indicia of drug or alcohol impairment must exist, in two (2) separate categories, as listed on the Reasonable Suspicion Report Form.

In the alternative, the employer representatives must confirm direct evidence of drug or alcohol impairment as listed on the Reasonable Suspicion Report Form.

b. Any individual or employee may report another employee who may appear to that individual or employee to be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or drug use or impairment in the workplace, two (2) trained supervisory employer representatives will independently verify the basis for the suspicion and request testing in person. The first employer representative shall verify and document the employee's appearance and behavior and, if appropriate, recommend testing to the second employer representative. The second employer representative shall verify the contemporaneous basis for the suspicion. If reasonable suspicion to test a Covered Employee arises between 11:00 p.m. and 7:00 a.m., or at a location outside the geographic boundaries of the City and County of San Francisco (excluding San Francisco International Airport), and where a second trained supervisory employer representative cannot reasonably get to the location within thirty (30) minutes, then the second employer representative shall not be required to verify the basis for the suspicion in person, but instead shall verify by telephone or email. After completing the verification, and consulting with the first employer representative, the second employer representative has final authority to require that the Covered Employee be tested.

c. If the City requires an employee under reasonable suspicion to be tested, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that he or she will be tested (up to a maximum of one hour) for the employee to obtain representation. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that he or she will be tested.

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

II. Post-Accident Testing

a. The City may require a Covered Employee who caused, or may have caused, an Accident, based on information known at the time of the Accident, to submit to drug and/or alcohol testing.

b. Following an Accident, all Covered Employees subject to testing shall remain readily available for testing. A Covered Employee may be deemed to have refused to submit to substance abuse testing if he or she fails to remain readily available, including failing to notify a supervisor (or designee) of the Accident location, or leaving the scene of the Accident prior to submitting to testing.

c. Nothing in this section shall delay medical attention for the injured following an Accident or prohibit an employee from leaving the scene of an Accident for the period necessary to obtain assistance in responding to the Accident or to obtain necessary emergency medical care.

d. If the City requires a Covered Employee to be tested post-Accident, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that he or she will be tested (a maximum of one hour) for the employee to obtain representation provided that the union representative meet the employee at the Accident site, work location or testing center as determined by the City. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that he or she will be tested.

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

7. TESTING PROCEDURES

I. Collection Site

a. If there is a trained Collector available on site, the City may conduct "on-site" tests (alcohol breathalyzer testing and oral fluid testing). If any of those tests are "Non-Negative," a confirmation test will be performed. The on-site tests may enable the Covered Employee and the City to know immediately whether that employee has been cleared for work.

b. If a trained Collector is not available on-site, the staff of a collection facility under contract to the City, or the City's drug testing contractor shall collect oral fluid samples from Covered Employees to test for prohibited drugs.

(1.) A Covered Employee presenting herself/himself at the approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until (s)he has fully completed all collection procedures.

Failure to follow all collection procedures will result in the employee classified as a "Refusal to Submit."

c. Covered Employees who Refuse to Test may be subject to disciplinary action, up to and including termination, pursuant to Exhibit A.

d. Alcohol and drug testing procedures.

(1.) Alcohol Testing Procedure. Tests for alcohol concentration on Covered Employees will be conducted with a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Alcohol tests shall be by breathalyzer using the handheld Alco-Sensor IV Portable Breath Alcohol Analyzer device, or any other U.S. Department of Transportation (DOT) approved breath analyzer device.

(2.) Drug Testing Procedure. Tests for drugs shall be by oral fluid collection. The oral fluid specimens shall be collected under direct visual supervision of a Collector and in accordance with the testing device manufacturer's recommended procedures for collection. Screening results may be provided by the Collector or by a laboratory. Confirmation tests shall be conducted at a laboratory.

(3.) The Covered Employee being tested must cooperate fully with the testing procedures.

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

e.After being tested for drugs, the Covered Employee may be barred from returning to work until the department is advised of the final testing result by the MRO. During that period, the Covered Employee will be assigned to work that is not safety-sensitive or placed on paid administrative leave for so long as the Covered Employee is eligible for such leave under the terms of the applicable provision of the City's Administrative Code. The test shall be deemed a negative test if the MRO has not advised of the final testing result by the time the Covered Employee's paid leave has expired under the terms of the applicable provision of the City's Administrative Code.

II. Laboratory

a. Drug tests shall be conducted by laboratories licensed and approved by SAMSHA which comply with the American Occupational Medical Association (AOMA) ethical standards. Upon advance notice, the parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for drugs

identified in this policy. The City shall bear the cost of all required testing unless otherwise specified herein.

b. Tests for all controlled substances, except alcohol, shall be by oral fluid testing and shall consist of two procedures, a screen test and, if that is positive, a confirmation test.

c. To be considered positive for reporting by the laboratory to the City, both samples must be tested separately in separate batches and must also show positive results on the confirmatory test.

d. In the event of a positive test, the testing laboratory will perform an automatic confirmation test on the original specimen at no cost to the Covered Employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the Covered Employee's request and expense. The same, or any other, approved laboratory may conduct re-tests. The laboratory shall endeavor to notify the designated MRO of positive drug, alcohol, or adulterant tests results within five (5) working days after receipt of the specimen.

III. Medical Review Officer (MRO)

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

b. When the laboratory reports a confirmed positive, Adulterated, Substituted, positive-Diluted, or Invalid test, it is the responsibility of the MRO to: (a) make good faith efforts to contact the employee and inform him or her of the positive, Adulterated, Substituted, positive-Diluted, or Invalid test result; (b) afford the employee an opportunity to discuss the test results with the MRO; (c) review the employee's medical history, including any medical records and biomedical information provided by the Covered Employee, or his treating physician, to the MRO; and (d) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. Employees shall identify all prescribed medication(s) that they have taken. If the Covered Employee fails to respond to the MRO within three (3) days, the MRO may deem the Covered Employee's result as a positive result.

c. The MRO has the authority to verify a positive or Refusal To Test without interviewing the employee in cases where the employee refuses to cooperate, including but not limited to: (a) the employee refused to discuss the test result; or (b) the City directed the employee to contact the MRO, and the employee did not make contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the Covered Employee is tested.

d. If the testing procedures confirm a positive result, as described above, the Covered Employee and the Substance Abuse Prevention Coordinator (SAPC) for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. The results of a positive drug test shall not be released until the results are confirmed by the MRO. The Covered Employee may contact the SAPC, or the MRO, to request a drug or adulterant retest within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.

e. A drug test result that is positive and is a Diluted Specimen will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require that the employee take an immediate retest. If the retest yields a second negative Diluted Specimens result, the test will be treated as a normal negative test, except in the case of subsection (f).

f. If the final test is confirmed negative, then the Employee shall be made whole, including the cost of the actual laboratory re-testing, if any. Any employee who is subsequently determined to be subject of a false positive shall be made whole for any lost wages and benefits, and shall have their record expunged.

g. The City shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.

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

8. RESULTS

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

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

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

9. CONSEQUENCES OF POSITIVE TEST RESULTS

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

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

a. If the Union disagrees with the proposed disciplinary action, it may use the grievance procedure as set forth in the parties' MOU, provided, however, that such a grievance must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.

b. All proposed disciplinary actions imposed because of a positive drug/alcohol test(s) shall be administered pursuant to the disciplinary matrix set forth in Exhibit A. Subject to good cause, the City may impose discipline for conduct in addition to the discipline for a positive drug/alcohol test. The positive test may be a factor in determining good cause for such additional discipline.

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

10. RETURN TO DUTY

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

11. TRAINING

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

12. ADOPTION PERIOD

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

13. JOINT CITY/UNION COMMITTEE

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

14. SAVINGS CLAUSE

Notwithstanding any existing substance abuse prevention programs, if any provision of an existing

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

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

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

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

EXHIBIT B

REASONABLE SUSPICION REPORT FORM

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

Employee Name:
_____

Department: _____; Division and Work Location:
_____

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

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

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

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

1. SPEECH:
   ___ Incoherent/Confused
   ___ Slurred

2. BALANCE:
   ___ Swaying
   ___ Staggering
   ___ Arms raised for balance
   ___ Reaching for support
   ___ Falling
   ___ Stumbling

3. AWARENESS:
   ___ Confused
   ___ Lack of Coordination
   ___ Sleepy/Stupor/ Excessive Yawning or Fatigue
   ___ Paranoid
   ___ Cannot Control Machinery/Equipment

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

4. APPEARANCE:

___ Red Eyes ___ Dilated (large) Pupils

___ Constricted (small) Pupils ___ Frequent Sniffing

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

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

Section IV

In addition to completing the narrative in Section III above:

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

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

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

Print name of first on-site Supervisor Employee Representative

_____

Signature_____ DATE: _____

Print name of second Supervisor Employer Representative

_____

Signature_____ DATE: _____

ATTACHMENT A – Compensation Grades

For current rates of pay, please refer to the City and County of San Francisco's Compensation Manual located at:
http://www.sfgov.org/site/uploadedfiles/dhr/compmanual/CompManual.pdf.

GLOSSARY- CIVIL SERVICE COMMISSION JURISDICTION

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

LEAVES OF ABSENCE

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

A. Sick Leave – Bereavement

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

2. Absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect. Leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller

FROM: Alisa Miller, Clerk, Government Audit and Oversight Committee
Board of Supervisors

DATE: May 29, 2014

SUBJECT: LEGISLATION INTRODUCED: Memorandums of Understanding

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee on January 14, 2014:

File No. 140526
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140527
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Committee of Interns and Residents, Service Employees International Union (SEIU), to be effective July 1, 2014, through June 30, 2017.

File No. 140528
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; and Teamsters, Local 853, to be effective July 1, 2014, through June 30, 2017.

File No. 140529
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140530
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140531
Ordinance adopting and implementing the mediated agreement establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140532
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2014, through June 30, 2017.

File No. 140533
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, to be effective July 1, 2014, through June 30, 2017.

File No. 140534
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140535
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2014, through June 30, 2017.

File No. 140536
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2014, through June 30, 2017.

File No. 140537
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140538
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140539
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local 3, to be effective July 1, 2014, through June 30, 2017.

File No. 140540
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and San Francisco City Workers United, to be effective July 1, 2014, through June 30, 2017.

File No. 140541
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140542
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, to be effective July 1, 2014, through June 30, 2017.

File No. 140543
Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and Stationary Engineers, Local 39, to be effective July 1, 2014, through June 30, 2017.

File No. 140544
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Supervising Probation Officers, to be effective July 1, 2014, through June 30, 2017.

File No. 140545
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2014, through June 30, 2017.

File No. 140546
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 200, to be effective July 1, 2014, through June 30, 2017.

File No. 140547
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 250-A (7410), to be effective July 1, 2014, through June 30, 2017.

File No. 140548
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 250-A (Multi-Unit), to be effective July 1, 2014, through June 30, 2017.

File No. 140549
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2014, through June 30, 2017.

File No. 140550
Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of City Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2014.

File No. 140551
Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 1, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

File No. 140552
Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 2, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

These matters are being forwarded to you for cost analysis.

Please forward your analyses to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Drew Murrell, City Controller's Office

OFFICE OF THE MAYOR
SAN FRANCISCO

EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mayor Edwin M. Lee
RE: Memoranda of Understanding
DATE: May 15, 2014

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2014 MAY 15 PM 2:54

Attached for introduction to the Board of Supervisors are the Memoranda of Understanding for the following labor unions:

1) San Francisco Building Inspectors Association
2) Committee of Intern and Residents, SEIU
3) Crafts Coalition
4) Deputy Probation Officers' Association
5) Deputy Sheriffs' Association
6) District Attorney Investigators' Association
7) International Brotherhood of Electrical Workers, Local 6
8) International Brotherhood of Professional and Technical Engineers, Local 21
9) Institutional Police Officers' Association
10) Laborers', Local 261
11) Automotive Machinist, Local 1414
12) Municipal Attorneys' Association
13) Municipal Executives' Association
14) Operating Engineers, Local 3
15) San Francisco City Workers United
16) San Francisco Sheriffs' Managers and Supervisors Association
17) Service Employees International Union, Local 1021
18) Stationary Engineers, Local 39
19) Supervising Probation Officers
20) Teamsters, Local 856
21) Transport Workers Union 200
22) Transport Workers Union 250-A (7410)
23) Transport Workers Union 250-A (Multi)
24) United Association of Plumbers and Pipefitters, Local 38
25) Unrepresented
26) Amendment #6 to Firefighters, Local 798, Unit 1
27) Amendment #6 to Firefighters, Local 798, Unit 2

I request that this item be calendared in GAO on June 12th and the Full Board on June 17th.

I further request a waiver of the 30-day hold.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141