

File No. 190542

Committee Item No. 28

Board Item No. 27

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 6, 2019

Board of Supervisors Meeting:

Date: June 25, 2019

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input type="checkbox"/>	<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Controller's MOU Costing Analysis</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>DHR Bargaining Summary</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>MOU Referral - May 21, 2019</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
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<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>

Prepared by: John Carroll

Date: May 31, 2019

Prepared by: John Carroll

Date: June 12, 2019

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

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2019, through June 30, 2022.

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 ~~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 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2019 through June 30, 2022.

The MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 190542.


Section 2. The Board of Supervisors hereby authorizes the Department of Human Resources to make non-substantive ministerial or administrative corrections to the MOU.

Section 3. Effective Date. This ordinance shall become effective upon enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance

1 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of
2 Supervisors overrides the Mayor's veto of the ordinance.

3
4 APPROVED AS TO FORM:
5 DENNIS J. HERRERA, City Attorney

6 By:



7 KATHARINE HOBIN-PORTER
8 Chief Labor Attorney

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**Building Inspectors' Association Bargaining Summary**

Issue	MOU Section	Summary
Wages	III.A	Effective 07/01/2019: 3% Effective 12/28/2019: 1% Effective 07/01/2020: 3% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2020 will be delayed by 6 months. Effective 12/26/2020: 0.5% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on December 26, 2020 will be delayed by 6 months. Effective 07/01/ 2021: 3% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2021 will be delayed by 6 months. Effective 01/08/2022: 0.5% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on January 8, 2022 will be delayed by 6 months.
Bilingual Pay	III.F	In order to be eligible for bilingual pay, employees must be assigned to perform bilingual services, and be certified as bilingual. The City may require an employee to recertify not more than once annually. Removes 10 hour minimum to receive bilingual pay.
Union Security	I.H	Strikes current language regarding agency fees. Provides new language in conformance with Janus decision and SB 866 requirements regarding the collection of union membership dues.
Non-Discrimination	II.A	Updates list of Title IX protected classes. Requires election of internal remedies for discrimination or harassment (i.e., grievance or EEO complaint).
Gender Pronouns	All	In conformance with Mayor's Executive Directive on Gender Inclusivity, removes all gender pronouns and replaces them with gender neutral terms.
Grievance Procedure	I.F	Requires grievance includes specific details at each step. Changes timelines working days to calendar days. City can object to new facts brought in arbitration. Amend arbitrator selection procedures.
Stewards	I.G	Prohibits a witness who is also a steward from representing an employee.
Bulletin Boards	I.J	Delineates guidelines for use of space on bulletin boards in City buildings.
Probationary Period	II.C	Inserts language clarifying that probationary hours include legal holiday pay and must be regularly scheduled hours.



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2019

Building Inspectors' Association

Issue	MOU Section	Summary
Personnel Files	II.D	Provides that materials related to discipline will be sealed in an employee's personnel files three years after the incident.
Jury Duty	II.E	Inserts standard language regarding employee rights to leave and pay during jury duty.
Alternate Work Schedules	III.C	Include 4/10 and 9/80 in the language.
Overtime Compensation	III.E	LHP counted as time worked in determining overtime eligibility and removed language that sick time is excluded from determining overtime eligibility.
Compensatory Time	III.E	Caps the amount of compensatory time employees can earn and carry forward to the next fiscal year.
Lead Worker Pay	III.F	Increases the premium amount from \$10.00 per day to \$12.50 per day, and increases to 4 the number of employees one must lead to receive the premium.
Premium Pay	III.F	Increased the Premium cap by 0.5% and changed the percentage of the different premiums.
Retirement	III.U	Remove retirement language for those that started before 1976.
Parking	III.X	Added language that parking citations may be considered by supervisors for reimbursements.
Airport Employee Commute Option	III.Z	Update Airport Employee Transit Options Program from a pilot to a permanent program. Allows Airport employees to receive a monthly allowance instead of free parking.
Tuition Reimbursement	IV.A	Added language on eligible expenses, eligible employees, approval and timing process, reporting, and employees will not be required to utilize the fund for department mandated training.
Substance Abuse Prevention Policy	V.I	Updates drug screening levels for controlled substances to allow City to test non-Department of Transportation covered employees.
Duration of Agreement	VI.D	MOU will be in effect July 1, 2019 through and inclusive of June 30, 2022.
Savings Clause	VI.E	Update savings clause to be consistent with other contracts.

MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY AND COUNTY OF SAN FRANCISCO
And
BUILDING INSPECTORS' ASSOCIATION

JULY 1, 2019 - JUNE 30, 2022

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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
6333	Senior Building Inspector	Unit 51
6334	Chief Building Inspector	Unit 50

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

ARTICLE I – REPRESENTATION

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.

ARTICLE I – REPRESENTATION

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. **Grievance Description**

15. The Union and the City agree that grievances must include the following:
16. a. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and department of the affected employee or employees;
17. b. The section(s) of the Agreement which the Union believes has been violated;
18. c. The remedy or solution being sought by the Grievant.
19. The City shall return any grievance that does not include the information specified above. The Association may resubmit a grievance adding missing information, and all dates and other provisions shall be triggered off the new submission date. If Association submits the amended grievance within fourteen (14) calendar days from the date the City returned the grievance, the City will not deny the grievance based on timeliness, unless the City asserts the original grievance was not timely.

4. **Time Limits**

20. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
21. 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.

ARTICLE I – REPRESENTATION

5. Steps of the Procedure – Non-Discipline Grievances

22. a. Except for grievances involving multiple employees or multiple departments, all grievances must be initiated at Step 1 of the grievance procedure.
23. (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.
24. (2) The grievant may have a Union representative present at all steps of the grievance procedure.
25. b. Step 1:
An employee shall discuss the grievance informally with the employee's 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.
26. 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.
27. This form should be attached to any request to move the grievance to each successive step in the grievance procedure.
28. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
29. c. Step 2:
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 Step 2

ARTICLE I – REPRESENTATION

grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step. 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.

30. d. Step 3:
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. The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. 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.
31. e. Arbitration
If the Union is dissatisfied with the Step 3 response, it may invoke arbitration by submitting a request for arbitration to the Employee Relations Director at ERD, in writing, within twenty (20) days of the Step 3 response. The Employee Relations Director or designee shall respond to the Union with the identity of the appropriate contact in the City Attorney's Office, and copy the City Attorney's Office, to notify the City Attorney's Office that the Union has moved the grievance to arbitration. If the Union fails to contact the City Attorney's Office within thirty (30) calendar days of that letter, the grievance is deemed withdrawn.

6. Selection of the Arbitrator

32. 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.
33. 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

ARTICLE I – REPRESENTATION

agreement is reached within seven (7) calendar 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.

34. 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.

7. Steps of the Procedure – Disciplinary Grievances

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

36. a. Step 1:
The grievant and/or the Union shall submit in writing to the Appointing Officer or designee a grievance appealing the disciplinary action within fifteen (15) days of the mailing date of the written notice 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.
37. b. Step 2:
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. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. 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.
38. 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. The Employee Relations Director or designee shall respond to the Union with the identity of the appropriate contact in the City Attorney’s Office, and copy the City Attorney’s Office, to notify the City Attorney’s Office that the Union has moved the grievance to arbitration. If the Union fails to contact the City

ARTICLE I – REPRESENTATION

Attorney's Office within thirty (30) calendar days of that letter, the grievance is deemed withdrawn.

39. d. Selection of the Arbitrator
Arbitrators shall be selected in the same manner as in non-disciplinary grievances.
40. e. Expedited Arbitration
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.
41. 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 the arbitrator 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.
42. 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.
43. 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.
44. 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.

8. **Authority of the Arbitrator**

45. 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.

9. **Fees and Expenses of Arbitration**

46. 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. Each party expressly waives any right to an award of attorney's fees or costs in any grievance proceedings. 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.

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

47. 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.

48. 11. Any claim for monetary relief shall not extend more than the thirty (30) calendar days' period prior to the initiation of a grievance, nor shall an arbitrator award such monetary relief. Further, an arbitrator shall not award interest on any monetary relief.

12. **"Skelly" Rights**

49. 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:
50. a. A notice of the proposed action;
51. b. The reasons for the proposed discipline;
52. c. A copy of the charges and the materials upon which the action is based, and
53. d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

ARTICLE I – REPRESENTATION

54. 13. 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

55. 1. OFFICIAL REPRESENTATIVES
- 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.
56. 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.
57. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
58. 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.
59. 2. STEWARDS
- 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

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a steward is not officially designated in writing by a Union, none will be recognized for that area or shift.

60. b. The Unions recognize that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
61. 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.
62. 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 the post or duty if requested by the employee for purposes of representation.
63. e. The City may request that a steward not represent an employee in a disciplinary matter if the steward is a witness or otherwise personally involved in the matter.
64. f. 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. TIME OFF FOR GRIEVANCE

65. 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

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1. AUTHORIZATION FOR PAYROLL DEDUCTIONS

66. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.H. means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.
67. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
68. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.
69. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
70. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
71. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.

ARTICLE I – REPRESENTATION

72. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
73. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within 21 calendar days.

2 INDEMNIFICATION

74. The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section I.H. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union; (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section I.H. brought by the Union against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.

I.J. BULLETIN BOARDS

75. The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Union literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin

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board by the Union when no longer timely. Except as stated below, the City agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates City policy or the law. The Department may remove this type of literature immediately and shall notify the Union of its removal.

I.K. UNION ACCESS

76. 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.
77. 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.
78. 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.
79. 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.
80. 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

81. The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
82. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.

II.B. AMERICANS WITH DISABILITIES ACT

83. 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

84. The probationary period as defined and administered by the Civil Service Commission shall be:
85. 2080 regularly scheduled hours worked, including legal holiday pay (LHP) for new appointees.
86. 1040 regularly scheduled hours worked, including legal holiday pay (LHP) for a promotive appointment.
87. 520 regularly scheduled hours worked, including legal holiday pay (LHP) for any other appointment type (i.e. bumping, transfers).

ARTICLE II – EMPLOYMENT CONDITIONS

88. 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.
89. The employee and the Appointing Officer or designee may extend the duration of the probationary period for up to 2080 hours 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

90. 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 the employee's 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 the employee's request. Copies in excess of 100 pages shall be at a charge of ten (10) cents per page.
91. 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.
92. 3. With the approval of the Appointing Officer or designee, the employee may include material relevant to the employee's performance of assigned duties in the file.
93. 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 are three (3) or more years old shall 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

ARTICLE II – EMPLOYMENT CONDITIONS

for disciplinary proceedings against the individual in whose file the document (s) have been sealed. Performance evaluations are excluded from this provision.

94. 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.
95. 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

96. An employee shall be provided leave with pay on a work day on when the employee serves jury duty, provided the employee gives prior notice of jury duty to the supervisor.
97. Employees assigned to jury services whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when serving jury duty, provided the employee gives prior notice of the jury duty to the supervisor.
98. To receive leave with pay for jury duty, employees must (1) provide written proof of jury service from the court to verify actual appearance for each day of jury duty, and (2) decline any payment from the court for jury duty.
99. If an employee is required to call-in during the work day for possible midday jury duty, the employee shall coordinate in advance with the employee's supervisor about whether and when to report to work.

II.F. WORKFORCE REDUCTION

100. 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.

ARTICLE II – EMPLOYMENT CONDITIONS

- 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.G. SUBCONTRACTING

Subcontracting of Work – City Charter Section 10.104-15

1. ” PROP. J” CONTRACTS

- 101. 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.
- 102. 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.
- 103. 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:
 - 104. (1) possible alternatives to contracting or subcontracting;
 - 105. (2) questions regarding current and intended levels of service;
 - 106. (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15,
 - 107. (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
 - 108. (5) questions relating to the effect on individual worker productivity by providing labor saving devices;
- 109. 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

ARTICLE II – EMPLOYMENT CONDITIONS

110. 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.
111. 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.
112. 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.
113. 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.
114. 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.H. MINIMUM NOTICE FOR DISPLACEMENTS

115. 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 the employee’s classification and department for the remainder of the notice period.

ARTICLE II – EMPLOYMENT CONDITIONS

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

116. 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.J. BARGAINING UNIT WORK

117. 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

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

Effective July 1, 2019:	3.0%
Effective December 28, 2019:	1.0 %

Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.

Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.

Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.

Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.

119. All base wage increases shall be rounded to the nearest whole dollar, bi-weekly salary.

III.B. MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

1. NORMAL WORK SCHEDULES

121. 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.
122. 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.
123. 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

124. 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 the employee may have on the same subject.

3. ALTERNATE WORK SCHEDULES

125. 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 (4/10 or 9/80's), 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

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

ARTICLE III – PAY, HOURS, AND BENEFITS

127. 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.
128. 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.
129. 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.
130. 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.
131. 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.
132. 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.
133. 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.
134. 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

ARTICLE III – PAY, HOURS, AND BENEFITS

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.

135. g. Voluntary Time off Program
The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
136. (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.
137. 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.
138. (2) Restrictions on use of Paid Time Off while on Voluntary Time Off
i. All voluntary unpaid time off granted pursuant to this section shall be without pay.
139. 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.
140. (3) Duration and revocation of Voluntary Unpaid Time Off
Approved voluntary time off taken pursuant to this section may not be changed by the Appointing Officer without the employee's consent.

ARTICLE III – PAY, HOURS, AND BENEFITS

141. 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
142. 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

143. 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.
144. 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.
145. 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. Legal holidays shall count as time worked for the purpose of computing overtime.
146. 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.
147. 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.

ARTICLE III – PAY, HOURS, AND BENEFITS

148. 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.
149. 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.
150. 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.
151. 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. A "Z" designated employee shall not maintain a balance of more than one hundred sixty (160) hours of compensatory time and may carry forward one hundred twenty (120) hours of earned but unused compensatory time into the next fiscal year.
152. Any "Z" designated employees with more than one hundred and sixty (160) hours of accrued compensatory time on July 1, 2019 may maintain their balance of accrued compensatory time, but shall not earn additional compensatory time until their balance of accrued compensatory time is less than one hundred and sixty (160) hours.
153. 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 may not earn more than one hundred (100) hours of compensatory time in a fiscal year and shall not accumulate a balance of compensatory time earned in excess of one hundred (100) hours in a fiscal year. Any non- "Z" designated employees with more than one hundred (100) hours of accrued compensatory time on July 1, 2019 may maintain their balance of accrued compensatory time, but shall not earn additional compensatory time until their balance of accrued compensatory time is less than one hundred (100) hours.
154. Subject to availability of funds, a Non- "Z" classified employee, upon the employee's request, shall be able to cash out earned but unused compensatory time; approval of the cash out is at the discretion of the Appointing Officer.
155. A non- "Z" designated employee who is appointed to a position in another department shall have the employee's entire Compensatory Time Off balance paid out at the rate of the underlying classification prior to appointment.

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156. A non- “Z” designated employee who is appointed to a position in a higher, non-“Z” designated classification or who is appointed to a position in a “Z” designated classification shall have the employee’s entire Compensatory Time Off balance paid out at the rate of the lower classification prior to promotion.
157. 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
158. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.
159. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.
160. 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.
161. 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
162. 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 (10th) consecutive work day of such an assignment. Acting assignment pay shall be retroactive to the first (1st) day of the assignment.
163. 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.

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164. c. Acting assignments are intended to be used for short term temporary assignments of six months or less.
2. BILINGUAL PAY
165. Employees who are assigned to a designated position with a language special condition and certified by the Department of Human Resources as having proficiency in interpreting and/or translating to and from one or more non-English languages including sign language for the hearing impaired and Braille for the visually impaired shall be granted additional compensation of thirty-five (\$35.00) per pay period.
166. Effective January 1, 2020, at the City's discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.
3. CALL BACK PAY
167. Employees (except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of their work day and departure from their place of employment, shall be granted a minimum of four (4) hours 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.
168. 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
169. 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 5.5%. These premiums will be paid only when the certifications are current.
- | | |
|---|----|
| Certified Building Official | 4% |
| Plans Examiner | 3% |
| ATC Safety Assessment Program Certification | 1% |
| Building Code Accessibility Specialist | 2% |
| Mechanical Inspector | 2% |
| Residential Energy Code Specialist | 1% |

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5. EXTENDED TOUR OF DUTY PREMIUM

170. 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

171. Employees in the covered classes, when designated in writing by their supervisor or foreman as a lead worker, shall be entitled to a twelve dollar and fifty cents (\$12.50) per day premium when required to take the lead on any job where at least four employees are assigned.

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

7. NIGHT DUTY PREMIUM

173. 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 at least four (4) hours of the employee's shift is 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 (OSHDP) PREMIUM

174. 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

175. 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

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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

176. The Appointing Officer or Human Resources Director is authorized to adjust the compensation of a supervisory employee if:
177. a. the supervisor, as part of the regular responsibilities of the classification, supervises, directs, and is accountable and responsible for the work of subordinates;
178. b. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;
179. 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;
180. 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
181. 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.
182. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:
183. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.
184. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.
185. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.
186. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.

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187. 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
188. 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 the employee's regularly-assigned work location and then travel to the temporary work location.
189. 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
190. 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

191. 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)
192. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

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193. 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
194. 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 the department head's 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
195. 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.
196. 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
197. 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.

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198. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, the employee 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
199. 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
200. 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
201. 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
202. 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

203. 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

204. 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).
205. 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

206. 1. Cashouts of vested sick leave upon separation are made pursuant to Charter Section A8.363.
207. 2. Cashouts of vested vacation leave upon separation are made pursuant to Administrative Code 16.13.

III.K. SALARY STEP PLAN AND SALARY ADJUSTMENTS

208. Appointments to positions in the City and County Service shall be at the entrance rate established for the position except as otherwise provided herein.
209. 1. **APPOINTMENT ABOVE ENTRANCE RATE**
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:
210. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the employee's former classification.
211. b. Loss of compensation would result if appointee accepts position at the normal step.

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212. 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.
213. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.
214. 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.
215. 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
216. 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 the employee's salary adjusted to that step in the promotive class as follows:
217. a. If the employee's salary in the present classification is 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.
218. b. If the employee's salary in the present classification 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.
219. c. For purpose of this Section, appointment to a position with a higher salary schedule shall be deemed promotive.
220. 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.

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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.

221. 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 the employee was promoted.

3. EXEMPT APPOINTIVE POSITION

222. 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

223. 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

224. a. **Transfer**
An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at the current salary, and if the employee 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.
225. 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.
226. 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

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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.

227. 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
228. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary 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

229. **The following is for informational purposes only.**
230. 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.
231. 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.
232. 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.
233. 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

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

234. 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.
235. 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:

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

236. 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

237. 1. ENTRY AT THE FIRST STEP
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.
238. 2. ENTRY AT OTHER THAN THE FIRST STEP
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.
239. 3. DATE INCREMENT DUE
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.

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4. EXCEPTIONS:

240. a. An employee shall not receive a salary adjustment based upon service as herein provided if the employee 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 the employee's previous increment equals or exceeds the service required for the increment, and such increment date shall be the employee's 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.
241. 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:
242. (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.
243. (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.
244. (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:
245. (a) An employee who during that portion of the employee's 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.
246. (b) An employee who during that portion of the employee's 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.

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247. (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 the employee's 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 their permanent position.
- c. Satisfactory Performance
248. 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 the 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 the intent to withhold a step increase at that time.
249. 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.
250. If an employee's step advancement is withheld, that employee shall be eligible for a step advancement upon the employee's next anniversary (increment) due date. An employee's anniversary date shall be unaffected by this provision.
251. 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.
252. 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

253. 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

254. 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.
255. 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")

256. 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

257. 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
258. 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
259. Each employee covered by this Agreement shall be eligible to participate in the City's dental program.
260. 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.

ARTICLE III – PAY, HOURS, AND BENEFITS

261. 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**

262. 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**

263. 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:

264. 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:

265. 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:

266. 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

267. 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

268. 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.

b. Medically Single Employees Outside of Health Coverage Areas

269. Notwithstanding any other provision of this Agreement, for "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 the City shall continue to contribute one hundred percent (100%) of the premium for the employees' own health care benefit coverage.

III.T. PRE-TAX CAFETERIA 125 PLANS

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

III.U. RETIREMENT

ARTICLE III – PAY, HOURS, AND BENEFITS

271. 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.
272. 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.
273. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that 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

274. 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.
275. 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.
276. All such seminars must be located within the Bay Area.
277. This section shall not be subject to the grievance procedure.

III.V. FEDERAL MINIMUM WAGE

278. 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

279. 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

ARTICLE III – PAY, HOURS, AND BENEFITS

1. AUTOMOBILE USE AND ALLOWANCE

280. 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

281. 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.

282. 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 for consideration. 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

283. 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

284. 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. AIRPORT EMPLOYEE COMMUTE OPTIONS PROGRAM

285. The San Francisco International Airport (SFIA) Employee Commute Options Program (Eco Program) will be available for the term of the Agreement to SFIA employees. Under the Eco Program, employees who relinquish their SFIA-provided free parking privileges will receive a monthly allowance in an amount set by SFIA. Participation is voluntary and approved on a first come first serve basis. The SFIA reserves the right to

ARTICLE III – PAY, HOURS, AND BENEFITS

amend or discontinue the Eco Program in its sole discretion, at any time for any reason including but not limited to a lack of funding as determined by the SFIA. The Eco Program, including but not limited to denial of participation, change in allowance amount, or amendment or termination of the Eco Program, is not subject to the grievance procedure.

ARTICLE IV - TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

IV.B. TUITION REIMBURSEMENT

287. Budget. The City shall budget ten thousand dollars (\$10,000) during each year of this Agreement for the Tuition Reimbursement. Unused funds shall not be carried forward to the next fiscal year.
288. Eligible Employees. Any employee who regularly works at least 20 hours per week with a minimum of one (1) year continuous service in any class represented by the Union immediately before submitting an application, is eligible for Tuition Reimbursement fund reimbursement.
289. Eligible Expenses. Until such funds are exhausted, and subject to approval by the Appointing Officer or designee, an employee may utilize the funds for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee's current classification. Solely at the discretion of the Appointing Officer or designee, such funds may be supplemented with department funds budgeted for training, subject to the restrictions of applicable law, including Administrative Code Chapter 12X. All expenses must be relevant to the employee's current classification or a classification to which the employee might reasonably expect to be promoted. No reimbursement shall be made for expenses to employees receiving reimbursement under a Federal or State Veterans benefit program or from other public funds.
290. Approval and Timing. An employee may submit a pre-approval request for an expense incurred in the current fiscal year or prior fiscal year. An employee cannot submit a request for an expense in a future fiscal year event. Reimbursements will not be paid until the employee provides proof of payment and proof of satisfactory completion (for courses and examinations) or proof of attendance for conferences. If an employee provides notice of resignation, the employee must submit the expense report and receive all online approvals before separating from the City.
291. Certifications, Licenses, and Continuing Education. Employees will not be required to utilize Tuition Reimbursement funds for Department-mandated training, including when a certificate, license or registration is required by the City or the State as a condition of employment.
292. Reporting. By November 1st of each year, the City shall provide to the Union a report showing Tuition and Training fund activity for the prior fiscal year, including name, job

ARTICLE V – WORKING CONDITIONS

class, department, expense description, paid amount, and denials by the Department of Human Resources.

ARTICLE V - WORKING CONDITIONS

V.A. WORK ENVIRONMENT

293. 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.
294. When an employee has a good faith belief that a work assignment presents health and safety risks outside those normally associated with the work, the employee may refuse to begin or continue a work assignment.
295. When in such case an employee declines to begin or continue a work assignment, the employee shall notify the employee's 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 their determination, the employee shall not be required to perform the disputed assignment, and may be reassigned if other work is available.
296. If the safety officer determines that the complaint is valid, the safety officer's decision shall override the departmental management decisions, including abatement procedures or employee reassignment.
297. 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

298. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
299. 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.
300. 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

301. 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

ARTICLE V – WORKING CONDITIONS

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 the 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.

302. 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

303. 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

304. 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:
305. 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.
306. 2. The employee must demonstrate compliance with all of the tool safekeeping rules required by the City at the employee's particular work location.
307. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of the employee's tools to their 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.
308. 4. The employee shall be responsible for using all reasonable means to preserve and protect their 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 the appointing officer.
309. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
310. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to their appointing officer, the local police department and the Union.

ARTICLE V – WORKING CONDITIONS

311. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
312. 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 the employee's return to report the loss.
313. 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.
314. 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).
315. 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 the employee's 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

316. 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.
317. 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

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

V.H. SUBSTANCE ABUSE PREVENTION POLICY

ARTICLE V – WORKING CONDITIONS

319. Attached as Appendix B is the Substance Abuse Prevention Policy (SAPP). Appendix B will be implemented after acquisition of a vendor to provide oral fluid testing.

V.I. WORKPLACE ISSUES AND CONFLICT OF INTEREST

320. 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.J. PAPERLESS PAY POLICY

321. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement.
322. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner, in the workplace or outside of work. Employees without computer access or who otherwise wish to receive a paper statement shall be able to receive hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
323. Under the policy, all employees will have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.

ARTICLE VI - SCOPE

324. 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

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

VI.B. REOPENER

326. 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

327. 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

328. 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

329. 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

ARTICLE VI – SCOPE

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.

330. 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.

VLD. DURATION OF AGREEMENT

331. This Agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022, with no reopeners except as specifically provided herein.

VLE. SAVINGS CLAUSE

332. Should a court or administrative agency declare any provision of this Agreement invalid, inapplicable to any person or circumstance, or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect for the duration of the Agreement. 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 _____, 2019.

FOR THE CITY

FOR THE UNION

Micki Callahan
Human Resources Director

Edward Donnelly	Date
Building Inspectors' Association of San	
Francisco	

Carol Isen	Date
Employee Relations Director	

Peter Finn
Secretary Treasurer
Teamsters Local 856

Mark Leach	Date
Labor Representative	
Teamsters Local 856	

APPROVED AS TO FORM
DENNIS J. HERRERA, CITY ATTORNEY

Katharine Hobin Porter _____ Date _____
 Chief Labor Attorney

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 their 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 their 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 their 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 their department head or designee within five (5) days after such conviction. Failure to report within the time limitation shall subject the employee to disciplinary action, up to and including termination.

3. DEFINITIONS

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

APPENDIX B

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

- 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” refer to those drugs listed in Section 5.a. Section 5.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 5.a. will be updated periodically to reflect the SAMHSA or U.S. government threshold changes.
- 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.

APPENDIX B

- 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 the employee’s work days; or,
 - (2) is actually operating, ready to operate, or immediately available to operate Equipment other than a vehicle during the course of the Covered Employee’s paid work time.
- x. “Substance Abuse Prevention Coordinator” (SAPC) means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAPC will be chosen by the City.
- y. “Split Specimen” means a part of the oral fluid specimen in drug testing that is retained unopened for a confirmation test (if required) or in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified Adulterated or Substituted Specimen test result.

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

4. COVERED CLASSIFICATIONS

All employees shall be subject to post-Accident testing under this Agreement. All employees who perform Safety-Sensitive Functions, as defined in this Policy, shall be subject to reasonable suspicion testing. This policy shall not apply to employees who are required to be tested under the regulations of the United States Department of Transportation.

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 the employee's 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 their 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 their job functions.

- (2) If a Covered Employee is temporarily unable to perform their 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 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.

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- 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 of the test (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 they 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 the employee 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 of the test (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 they 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 present for testing 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 the employee 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.

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- (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 the employee 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.

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- 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	50 ng/ml **	5 ng/ml**
Barbiturates	20 ng/ml***	20 ng/ml***
Benzodiazepines	1 ng/ml***	0.5 ng/ml***
Cocaine	5 ng/ml **	8 ng/ml**
Methadone	5 ng/ml***	10 ng/ml***
Opiates	10 ng/ml**	10 ng/ml **
PCP (Phencyclidine)	1 ng/ml **	5 ng/ml**
THC (Cannabis)	1 ng/ml	2 ng/ml***
* All controlled substances including their metabolite components. *** Screening and confirmation levels are set by vendor within identified ng/ml range consistent with oral fluids testing device and industry standards. If federal screening and confirmation guidelines are adopted, the City in consultation with its drug testing vendor shall have the option of testing at the federally approved screening and confirmation ng/ml levels.		

- 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

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For post-Accident or reasonable suspicion, a Covered Employee shall be immediately removed from performing the employee 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 the employee 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, the employee 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

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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:

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

3. AWARENESS:

- | | |
|--|---|
| <input type="checkbox"/> Confused | <input type="checkbox"/> Paranoid |
| <input type="checkbox"/> Lack of Coordination | <input type="checkbox"/> Cannot Control Machinery/Equipment |
| <input type="checkbox"/> Sleepy/Stupor/ Excessive Yawning or Fatigue | |

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___ 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

___ Constricted (small) Pupils

___ Dilated (large) 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

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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 the reason the employee needs to 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: _____

APPENDIX C: UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

II. Notice and Access

- A.** The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B.** Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

C. Notice

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact

the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.

- G.** Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

- H.** Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected

APPENDIX C

office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

ATTACHMENT A

Adult Probation
Arts Commission
Asian Art Museum
Airport Commission
Board of Appeals
Board of Supervisors
Office of Economic & Workforce
Development
California Academy of Sciences
Child Support Services
Children, Youth and Their Families
City Attorney's Office
City Planning Department
Civil Service Commission
Commission on the Status of Women
Department of Building Inspection
Department of Environment
Department of Elections
Department of Homelessness
Department of Human Resources
Department of Police Accountability

Department of Technology
District Attorney's Office
Ethics Commission
Fine Arts Museum
Fire Department (Non-Sworn)
General Services Agency
Health Service System
Human Rights Commission
Juvenile Probation Department
Library
Mayor's Office
Office of the Assessor-Recorder
Office of the Controller
Office of the Treasurer/Tax Collector
Port of San Francisco
Public Defender's Office
Rent Arbitration Board
SF Children and Families Commission
SF Employees' Retirement System
War Memorial & Performing Arts

ATTACHMENT B

Airport
Department of Emergency Management
Department of Public Health
San Francisco Public Works
Human Services Agency

Municipal Transportation Agency
Public Utilities Commission
Recreation & Parks Department
Police Department (Non-Sworn)

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.

MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY AND COUNTY OF SAN FRANCISCO
And
BUILDING INSPECTORS' ASSOCIATION

JULY 1, 2014⁹ - JUNE 30, 2019²²

~~Revised per Amendment #1 to FY 2014-2017 MOU~~
~~Revised per Amendment #1 to FY 2014-2019 MOU~~

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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.

ARTICLE I – REPRESENTATION

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.

ARTICLE I – REPRESENTATION

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.

14.a. 3. Grievance Description

14.b. The Union and the City agree that grievances must include the following:

14.c. a. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and department of the affected employee or employees;

14.d. b. The section(s) of the Agreement which the Union believes has been violated;

14.e. c. The remedy or solution being sought by the Grievant.

14.f. The City shall return any grievance that does not include the information specified above. The Association may resubmit a grievance adding missing information, and all dates and other provisions shall be triggered off the new submission date. If Association submits the amended grievance within fourteen (14) calendar days from the date the City returned the grievance, the City will not deny the grievance based on timeliness, unless the City asserts the original grievance was not timely.

34. 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.

ARTICLE I – REPRESENTATION

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.

45. 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 **the employee's** ~~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.

ARTICLE I – REPRESENTATION

24. c. Step 2:
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 Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step.**
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.
25. d. Step 3:
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. **The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step.** 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.
26. e. Arbitration
If the Union is dissatisfied with the Step 3 response, it may invoke arbitration by ~~notifying~~ **submitting a request for arbitration to** the Employee Relations Director at ERD, in writing, within twenty (20) days of the Step 3 response. **The Employee Relations Director or designee shall respond to the Union with the identity of the appropriate contact in the City Attorney's Office, and copy the City Attorney's Office, to notify the City Attorney's Office that the Union has moved the grievance to arbitration. If the Union fails to contact the City Attorney's Office within thirty (30) calendar days of that letter, the grievance is deemed withdrawn.**

56. 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

ARTICLE I – REPRESENTATION

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~~ seven (7) calendar 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.

67. Steps of the Procedure – Disciplinary Grievances

30. Permanent non-probationary employees may grieve (appeal) suspensions, disciplinary demotions or discharges.
31. a. Step 1:
The grievant and/or the Union shall submit in writing to the Appointing Officer or designee a grievance appealing the disciplinary action within fifteen (15) days of the mailing date of the written notice 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.
32. b. Step 2:
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. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. 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)

ARTICLE I – REPRESENTATION

days following issuance of the Step 2 response. **The Employee Relations Director or designee shall respond to the Union with the identity of the appropriate contact in the City Attorney's Office, and copy the City Attorney's Office, to notify the City Attorney's Office that the Union has moved the grievance to arbitration. If the Union fails to contact the City Attorney's Office within thirty (30) calendar days of that letter, the grievance is deemed withdrawn.**

34. d. Selection of the Arbitrator
Arbitrators shall be selected in the same manner as in non-disciplinary grievances.
35. e. Expedited Arbitration
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 **the arbitrator** ~~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.

78. Authority of the Arbitrator

ARTICLE I – REPRESENTATION

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.

89. 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. **Each party expressly waives any right to an award of attorney's fees or costs in any grievance proceedings.** 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.

910. 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. ~~1011.~~ Any claim for monetary relief shall not extend more than ~~the forty-five (45)~~ **thirty (30) calendar** days' ~~period~~ prior to the ~~filing~~ **initiation** of a grievance, ~~unless considerations of equity or bad faith justify a greater entitlement nor shall an arbitrator award such monetary relief. Further, an arbitrator shall not award interest on any monetary relief.~~

~~11~~12. "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

ARTICLE I – REPRESENTATION

48. d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.
49. ~~12~~13. 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.

ARTICLE I – REPRESENTATION

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 the~~ post or duty if requested by the employee for purposes of representation.
- 57.a. e. **The City may request that a steward not represent an employee in a disciplinary matter if the steward is a witness or otherwise personally involved in the matter.**
58. ~~ef~~ 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:~~

ARTICLE I – REPRESENTATION

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

ARTICLE I – REPRESENTATION

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~~

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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.

1. AUTHORIZATION FOR PAYROLL DEDUCTIONS

- 60.a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.H. means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.
- 60.b. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
60. c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.
60. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.

ARTICLE I – REPRESENTATION

- 60.e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
- 60.f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
- 60.g. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
- 60.h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within 21 calendar days.

2 INDEMNIFICATION

60. j. The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section I.H. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union; (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not

control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section I.H. brought by the Union against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.

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.~~ The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Union literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin board by the Union when no longer timely. Except as stated below, the City agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates City policy or the law. The Department may remove this type of literature immediately and shall notify the Union of its removal.

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.

ARTICLE I – REPRESENTATION

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.~~
85. The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
- 85a. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.

II.B. AMERICANS WITH DISABILITIES ACT

ARTICLE II – EMPLOYMENT CONDITIONS

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 regularly scheduled hours worked, including legal holiday pay (LHP) for new appointees.
91. 1040 regularly scheduled hours worked, including legal holiday pay (LHP) for a promotive appointment.
92. 520 regularly scheduled hours worked, including legal holiday pay (LHP) 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 for up to 2080 hours 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 the employee's ~~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 the employee's ~~his/her~~ request. Copies in excess of 100 pages shall be at a charge of ten (10) cents per page.

ARTICLE II – EMPLOYMENT CONDITIONS

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 the employee's ~~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~~ are three (3) or more years old shall 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~~ provided leave with pay on a work day on ~~which she/he performs~~ when the employee serves jury services duty, providing

ARTICLE II – EMPLOYMENT CONDITIONS

she/he provided the employee gives prior notification to her/his notice of jury duty to the 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~~ serving jury service duty, providing she/he gives prior notification to her/his provided the employee gives prior notice of the jury duty to the supervisor.

103. To receive leave with pay for jury duty, E-employees shall be required to must (1) provide written proof of jury service from the court to verify actual appearance for each day of jury service duty, and (2) decline any payment from the court for jury duty.

103.a. If an employee is required to call-in during the work day for possible midday jury duty, the employee shall coordinate in advance with the employee's supervisor about whether and when to report to work.

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.G. 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

ARTICLE II – EMPLOYMENT CONDITIONS

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.

ARTICLE II – EMPLOYMENT CONDITIONS

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.H. 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 the employee's his/her classification and department for the remainder of the notice period.

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

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

~~Effective July 1, 2017, represented employees will receive a base wage increase of 3%.~~

~~Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds \$200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.~~

Effective July 1, 2019: 3.0%

Effective December 28, 2019: 1.0 %

Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.

Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint

Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.

Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.

Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.

123. All base wage increases shall be rounded to the nearest whole dollar, bi-weekly salary.

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 time rolls and payrolls in accordance with a schedule of maintenance charges fixed and determined in the Annual Salary Ordinance.

III.C. WORK SCHEDULES

1. 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.

ARTICLE III – PAY, HOURS, AND BENEFITS

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 ~~the employee~~ ~~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 (4/10 or 9/80's), 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

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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.
140. (1) General Provisions:
Upon receipt of a projected deficit notice from the Controller, an Appointing Officer shall attempt to determine, (to the extent

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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.

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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. **Legal holidays shall count as time worked for the purpose of computing overtime.**
- ~~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

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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. **A "Z" designated employee shall not maintain a balance of more than one hundred sixty (160) hours of compensatory time and may carry forward one hundred twenty (120) hours of earned but unused compensatory time into the next fiscal year.**
- 157.a. Any "Z" designated employees with more than one hundred and sixty (160) hours of accrued compensatory time on July 1, 2019 may maintain their balance of accrued compensatory time, but shall not earn additional compensatory time until their balance of accrued compensatory time is less than one hundred and sixty (160) hours.**
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 **may not earn more than one hundred (100) hours of compensatory time in a fiscal year and** shall not accumulate a balance of compensatory time earned in excess of ~~240~~ **one hundred (100) hours in a fiscal year** calculated at the rate of time and one-half. **Any non- "Z" designated employees with more than one hundred (100) hours of accrued compensatory time on July 1, 2019 may maintain their balance of accrued compensatory time, but shall not earn additional compensatory time until their balance of accrued compensatory time is less than one hundred (100) hours.**
- 158.a. Subject to availability of funds, a Non-"Z" classified employee, upon the employee's request, shall be able to cash out earned but unused compensatory time; approval of the cash out is at the discretion of the Appointing Officer.**
- 158.b. A non-"Z" designated employee who is appointed to a position in another department shall have the employee's entire Compensatory Time Off balance paid out at the rate of the underlying classification prior to appointment.**
- 158.c. A non-"Z" designated employee who is appointed to a position in a higher, non-"Z" designated classification or who is appointed to a position in a "Z" designated**

classification shall have the employee's entire Compensatory Time Off balance paid out at the rate of the lower classification prior to promotion.

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 (10th) consecutive work day of such an assignment. Acting assignment pay shall be retroactive to the first (1st) 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.

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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”~~ **with a language special condition and certified by the Department of Human Resources as having proficiency in interpreting and/or translating to and from a foreign one or more non-English languages including sign language for the hearing impaired and Braille for the visually impaired for a minimum of ten (10) hours within a biweekly period** shall be granted additional compensation of thirty-five (\$35.00) biweekly **per pay period**. ~~A “designated bilingual position” is a position designated by the department which requires.~~

- 167a. Effective January 1, 2020, at the City’s discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.**

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 their ~~his/her~~ work day and departure from their ~~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 5.5~~5~~%. These premiums will be paid only when the certifications are current.

Certified Building Official	<u>4</u> 3 %
Plans Examiner	<u>3</u> 2 %
Plans Examiner with	
<i>ATC Safety</i> Assessment Program Certification	<u>3.5</u> 3 <u>1</u> %
Building Code Accessibility Specialist	<u>2</u> 1 %
Mechanical Inspector	<u>2</u> 1 %
Residential Energy Code Specialist	<u>1</u> 0 %

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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)~~ twelve dollar and fifty cents (\$12.50) per day premium ~~where required to plan, design, sketch, layout, detail, estimate, order materials, and~~ when required to take the lead on any job where at least ~~three~~ four 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 the employee's his/her shift is 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 the classification ~~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.

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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 the employee's ~~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.

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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 the department head's ~~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.

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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~~ **the employee** 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.

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 the employee's ~~his/her~~ former classification.
212. b. Loss of compensation would result if appointee accepts position at the normal step.

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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 the employee's ~~his/her~~ salary adjusted to that step in the promotive class as follows:
218. a. If the employee's ~~is receiving a salary in~~ the ~~his/her~~ present classification is 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's ~~is receiving a salary in~~ the ~~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.

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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 the employee ~~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

225. a. **Transfer**
An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at the ~~his/her~~ current salary, and if the employee ~~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/her 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.

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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:

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

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.

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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~~ the employee 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 the employee's ~~his/her~~ previous increment equals or exceeds the service required for the increment, and such increment date shall be the employee's ~~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 the employee's ~~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.

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247. (b) An employee who during that portion of the employee's ~~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 the employee's ~~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~~ the 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 ~~the~~ the ~~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 ~~the~~ the ~~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 the employee's ~~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

ARTICLE III – PAY, HOURS, AND BENEFITS

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.

ARTICLE III – PAY, HOURS, AND BENEFITS

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.

ba. Health Coverage Effective January 1, 2015

267. Effective January 1, 2015, ~~t~~ **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.

eb. Medically Single Employees Outside of Health Coverage Areas

273. ~~The provisions in paragraphs 312, 313, and 316 above shall not apply to~~
Notwithstanding any other provision of this Agreement, for
"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.

ARTICLE III – PAY, HOURS, AND BENEFITS

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

ARTICLE III – PAY, HOURS, AND BENEFITS

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 **for consideration**. 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.

III.Z. AIRPORT EMPLOYEE COMMUTE OPTIONS PROGRAM

- 293.a. The San Francisco International Airport (SFIA) Employee Commute Options Program (Eco Program) will be available for the term of the Agreement to SFIA employees. Under the Eco Program, employees who relinquish their SFIA-provided free parking privileges will receive a monthly allowance in an amount set by SFIA. Participation is voluntary and approved on a first come first serve basis. The SFIA reserves the right to amend or discontinue the Eco Program in its sole discretion, at any time for any reason including but not limited to a lack of funding as determined by the SFIA. The Eco Program, including but not limited to denial of participation, change in allowance amount, or amendment or termination of the Eco Program, is not subject to the grievance procedure.

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.~~
Budget. The City shall budget ten thousand dollars (\$10,000) during each year of this Agreement for the Tuition Reimbursement. Unused funds shall not be carried forward to the next fiscal year.
- 295.a. Eligible Employees. Any employee who regularly works at least 20 hours per week with a minimum of one (1) year continuous service in any class represented by the Union immediately before submitting an application, is eligible for Tuition Reimbursement fund reimbursement.**
- 295.b. Eligible Expenses. Until such funds are exhausted, and subject to approval by the Appointing Officer or designee, an employee may utilize the funds for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee's current classification. Solely at the discretion of the Appointing Officer or designee, such funds may be supplemented with department funds budgeted for training, subject to the restrictions of applicable law, including Administrative Code Chapter 12X. All expenses must be relevant to the employee's current classification or a classification to which the employee might reasonably expect to be promoted. No reimbursement shall be made for expenses to employees receiving reimbursement under a Federal or State Veterans benefit program or from other public funds.**
- 295.c. Approval and Timing. An employee may submit a pre-approval request for an expense incurred in the current fiscal year or prior fiscal year. An employee cannot submit a request for an expense in a future fiscal year event. Reimbursements will not be paid until the employee provides proof of payment and proof of satisfactory completion (for courses and examinations) or proof of attendance for conferences. If an employee provides notice of resignation, the employee must submit the expense report and receive all online approvals before separating from the City.**

ARTICLE V – WORKING CONDITIONS

- 295.d. **Certifications, Licenses, and Continuing Education. Employees will not be required to utilize Tuition Reimbursement funds for Department-mandated training, including when a certificate, license or registration is required by the City or the State as a condition of employment.**
- 295.e. **Reporting. By November 1st of each year, the City shall provide to the Union a report showing Tuition and Training fund activity for the prior fiscal year, including name, job class, department, expense description, paid amount, and denials by the Department of Human Resources.**

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, the employee ~~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, the employee ~~she or he~~ shall notify the employee's ~~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~~ their 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, the safety officer's ~~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

ARTICLE V – WORKING CONDITIONS

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 the ~~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 compliance ~~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 the employee's ~~his/her~~ tools to ~~his/her~~ their 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~~ their 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 the ~~his/her~~ appointing officer.
312. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:

ARTICLE V – WORKING CONDITIONS

313. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to ~~his/her~~ **their** 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 **the employee's** ~~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 **the employee's** ~~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.

ARTICLE V – WORKING CONDITIONS

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. **Appendix B will be implemented after acquisition of a vendor to provide oral fluid testing.**

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.
- I. 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~~ **The** Citywide Paperless Pay Policy. This policy will apply **applies** to all City employees, regardless of start date **covered under this Agreement.**
326. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner, **in the workplace or outside of work.** Employees without computer access **or who otherwise wish to receive a paper statement** shall be able to receive hard copies of their pay advices through their payroll offices upon request, **on a one-time or ongoing basis.** ~~Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available.~~

ARTICLE V – WORKING CONDITIONS

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

ARTICLE VI – SCOPE

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~~9~~22, and shall remain in full force and effect through June 30, 2019~~22~~22, 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.~~ **Should a court or administrative agency declare any provision of this Agreement invalid, inapplicable to any person or circumstance, or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect for the duration of the Agreement.** 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 _____, 20179.

FOR THE CITY

FOR THE UNION

Micki Callahan
Human Resources Director

Edward Donnelly	Date
Building Inspectors' Association of San Francisco	

Carol Isen	Date
Employee Relations Director	

Peter Finn	Date
Secretary Treasurer	
Teamsters Local 856	

Linda Shipley Mark Leach Date _____
Staff Attorney Labor Representative
 Teamsters Local 856

APPROVED AS TO FORM
DENNIS J. HERRERA, CITY ATTORNEY

Katharine Hobin Porter
Chief Labor Attorney

Memorandum of Understanding/July 1, 2014~~9~~22- June 30, 201~~9~~22
City and County of San Francisco and
Building Inspectors' Association

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~~ their 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~~ their 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~~ their 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~~ their department head or designee within five (5) days after such conviction. Failure to report within the time limitation shall subject the employee to disciplinary action, up to and including termination.

3. DEFINITIONS

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

APPENDIX B

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

APPENDIX B

- m. “Equipment” includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee’s paid work time); 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 ~~05~~.a. Section ~~05~~.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 ~~05~~.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.

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

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

4. COVERED CLASSIFICATIONS

All employees shall be subject to post-Accident testing under this Agreement. All employees who perform Safety-Sensitive Functions, as defined in this Policy, shall be subject to reasonable suspicion testing. **This policy shall not apply to employees who are required to be tested under the regulations of the United States Department of Transportation.**

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 **the employee's** ~~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~~ **their** 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~~ **their** job functions.

- (2) If a Covered Employee is temporarily unable to perform ~~his or her~~ their 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.

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- 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 of the test ~~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~~ they 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 the employee ~~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 of the test ~~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~~ they 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 present for testing ~~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 the employee ~~(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.

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- (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 ~~the employee~~ 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.

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- 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 50 ng/ml **	5 ng/ml**
Barbiturates	50 20 ng/ml***	20 ng/ml***
Benzodiazepines	20 1 ng/ml***	0.5 ng/ml***
Cocaine	12 5 ng/ml **	8 ng/ml**
Methadone	50 5 ng/ml***	10 ng/ml***
Opiates	20 10 ng/ml**	10 ng/ml **
PCP (Phencyclidine)	10 1 ng/ml **	5 ng/ml**
THC (Cannabis)	25 1 ng/ml and 2 ng/ml***	10 ng/ml and 2 ng/ml***
<p>* All controlled substances including their metabolite components. ** SF Fire Department standards ***Industry standards <u>Screening and confirmation levels are set by vendor within identified ng/ml range consistent with oral fluids testing device and industry standards. If federal screening and confirmation guidelines are adopted, the City in consultation with its drug testing vendor shall have the option of testing at the federally approved screening and confirmation ng/ml levels.</u></p>		

- 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 the employee ~~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 the employee ~~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, the employee ~~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.

APPENDIX B

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:

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

3. AWARENESS:

- | | |
|--|---|
| <input type="checkbox"/> Confused | <input type="checkbox"/> Paranoid |
| <input type="checkbox"/> Lack of Coordination | <input type="checkbox"/> Cannot Control Machinery/Equipment |
| <input type="checkbox"/> Sleepy/Stupor/ Excessive Yawning or Fatigue | |

APPENDIX B

____ 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

____ Constricted (small) Pupils

____ Dilated (large) 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

APPENDIX B

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 the reason the employee needs to ~~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: _____

APPENDIX C: UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

II. Notice and Access

- A.** The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B.** Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

C. Notice

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact

the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.

- G.** Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

- H.** Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected

APPENDIX C

office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

ATTACHMENT A

Adult Probation
Arts Commission
Asian Art Museum
Airport Commission
Board of Appeals
Board of Supervisors
Office of Economic & Workforce
Development
California Academy of Sciences
Child Support Services
Children, Youth and Their Families
City Attorney's Office
City Planning Department
Civil Service Commission
Commission on the Status of Women
Department of Building Inspection
Department of Environment
Department of Elections
Department of Homelessness
Department of Human Resources
Department of Police Accountability

Department of Technology
District Attorney's Office
Ethics Commission
Fine Arts Museum
Fire Department (Non-Sworn)
General Services Agency
Health Service System
Human Rights Commission
Juvenile Probation Department
Library
Mayor's Office
Office of the Assessor-Recorder
Office of the Controller
Office of the Treasurer/Tax Collector
Port of San Francisco
Public Defender's Office
Rent Arbitration Board
SF Children and Families Commission
SF Employees' Retirement System
War Memorial & Performing Arts

ATTACHMENT B

Airport
Department of Emergency Management
Department of Public Health
San Francisco Public Works
Human Services Agency

Municipal Transportation Agency
Public Utilities Commission
Recreation & Parks Department
Police Department (Non-Sworn)

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

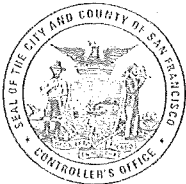
The following provisions are for informational purposes only. They shall be interpreted, applied and administered by the Civil Service Commission, and shall not be subject to the grievance and arbitration procedure set forth in this Memorandum of Understanding.

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.



OFFICE OF THE CONTROLLER
CITY AND COUNTY OF SAN FRANCISCO

Ben Rosenfield
Controller

Todd Rydstrom
Deputy Controller

June 4, 2019

Ms. Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: File Numbers 190518-190535, 190539-190542, 190544: Memoranda of Understanding (MOU) between the City and County of San Francisco and various Unions representing City bargaining units

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of 23 MOUs and one MOU amendment between the City and County of San Francisco and various Unions representing employee bargaining units. The MOUs for all the unions except the Firefighters Union Local 798, Unit 2 cover the period July 1, 2019 through June 30, 2022. The MOU amendment for the Firefighters Union Local 798, Unit 2 amends the existing MOU, which covers the period July 1, 2018 through June 30, 2020.

The MOUs and MOU amendment affect approximately 20,000 authorized positions with an overall salary and benefits base of approximately \$2.6 billion. Our analysis finds that the MOUs will result in increased costs to the City of \$102.2 million (or 3.9%) of base wage and benefit cost in FY 2019-20, \$210.4 million (or 8.0%) of base wage and benefit cost in FY 2020-21, and \$314.1 million (or 11.9%) of base wage and benefit cost in FY 2021-22. Approximately 60% of the increased cost is supported by the General Fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2020-21 and FY 2021-22 could be delayed if the Joint Report projects a budget deficit greater than \$200 million. These cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost would be reduced to approximately \$159.5 million and \$260.0 in FY 2020-21 and FY 2021-22, respectively. See Attachments A and B for a detailed listing and analysis of costs for the affected MOUs.

If you have additional questions or concerns, please contact me at 554-7500 or Carol Lu of my staff at 554-7647.

Sincerely,



Ben Rosenfield
Controller

cc: Carol Isen, ERD
Harvey Rose, Budget Analyst

Attachment A

Combined Costs for All MOUs and Amendments		FY 2019-20	FY 2020-21	FY 2021-22
Wages	\$	78,019,000	\$ 163,885,000	\$ 245,792,000
Wage-Related Fringe Benefits		20,084,000	42,364,000	63,796,000
Premiums		1,902,000	1,992,000	2,014,000
Other Benefits		2,209,000	2,206,000	2,555,000
MOU Total	\$	102,214,000	\$ 210,447,000	\$ 314,157,000
<i>% of Wage and Benefits Base</i>		<i>3.9%</i>	<i>8.0%</i>	<i>11.9%</i>

Union Detail*

File Number Union

190518	Unrepresented Employees	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 289,000	\$ 610,000	\$ 919,000
	Wage-Related Fringe Benefits	78,000	165,000	249,000
	Internal Adjustment Fund	16,000	0	0
	Union Total	\$ 383,000	\$ 775,000	\$ 1,168,000
	<i>% of Wage and Benefits Base</i>	<i>3.7%</i>	<i>7.4%</i>	<i>11.2%</i>
190519	Fire Fighters Union Local 798, Unit 2	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 30,000	\$ 19,000	\$ 0
	Wage-Related Fringe Benefits	4,000	4,000	0
	Union Total	\$ 34,000	\$ 23,000	\$ 0
	<i>% of Wage and Benefits Base</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
190520	Municipal Attorney's Association	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 3,223,000	\$ 6,799,000	\$ 10,240,000
	Wage-Related Fringe Benefits	857,000	1,807,000	2,722,000
	California Bar Dues	196,000	196,000	196,000
	Standby Pay	140,000	140,000	140,000
	Union Total	\$ 4,416,000	\$ 8,942,000	\$ 13,298,000
	<i>% of Wage and Benefits Base</i>	<i>3.8%</i>	<i>7.7%</i>	<i>11.5%</i>
190521	Machinists Union, Local 1414	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 540,000	\$ 1,140,000	\$ 1,716,000
	Wage-Related Fringe Benefits	150,000	316,000	476,000
	Job Class Equity Adjustments	235,000	244,000	252,000
	Lead Person Premium	115,000	115,000	115,000
	One-Time Payment for Job Classes 7258, 7337, 7332, 7331, 7327, 7434	83,000	0	0
	Acting Assignment	27,000	28,000	29,000
	Weekend Differential	25,000	26,000	27,000
	Protective Clothing	8,000	8,000	8,000
	Wage Increase for Tool Allowance	7,000	7,000	7,000
	Safety Eyewear	7,000	7,000	7,000
	Life Insurance	7,000	7,000	7,000
	Safety Footwear	7,000	7,000	7,000
	Union Total	\$ 1,211,000	\$ 1,905,000	\$ 2,651,000
	<i>% of Wage and Benefits Base</i>	<i>6.2%</i>	<i>9.7%</i>	<i>13.5%</i>
190522	International Federation of Professional and Technical Engineers, Local 21	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 18,088,000	\$ 38,161,000	\$ 57,472,000
	Wage-Related Fringe Benefits	5,083,000	10,723,000	16,150,000
	Job Class Equity Adjustments	618,000	1,468,000	1,715,000
	Floating Holidays	272,000	279,000	289,000
	Employee Development Fund	250,000	250,000	250,000
	TechHire Program	100,000	100,000	100,000
	Extended Ranges	86,000	172,000	258,000
	Bilingual Pay Premium	48,000	48,000	48,000
	Geotechnical Engineer Premium	38,000	39,000	41,000
	Construction Inspector Premium	5,000	6,000	6,000
	Union Total	\$ 24,588,000	\$ 51,246,000	\$ 76,329,000
	<i>% of Wage and Benefits Base</i>	<i>3.7%</i>	<i>7.8%</i>	<i>11.6%</i>

190523	<u>Laborers International Union, Local 261</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 3,141,000	\$ 6,627,000	\$ 9,981,000
	Wage-Related Fringe Benefits	835,000	1,761,000	2,652,000
	Job Class Equity Adjustments	215,000	222,000	231,000
	Health Insurance Cost Sharing	160,000	340,000	360,000
	Protective Clothing	77,000	77,000	77,000
	Lead Person Premium	52,000	52,000	52,000
	Union Total	\$ 4,480,000	\$ 9,079,000	\$ 13,353,000
	% of Wage and Benefits Base	4.0%	8.0%	11.8%
190524	<u>International Brotherhood of Electrical Workers, Local 6</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 1,264,000	\$ 2,666,000	\$ 4,015,000
	Wage-Related Fringe Benefits	333,000	703,000	1,058,000
	Job Class Equity Adjustments	103,000	134,000	194,000
	Shift Differential	28,000	29,000	30,000
	Airport Standby Pay	24,000	24,000	24,000
	Safety Shoes	20,000	20,000	20,000
	Certification Premiums	20,000	20,000	21,000
	Overtime During Rest Period	10,000	10,000	10,000
	Tuition Reimbursement	3,000	3,000	3,000
	Meals at Hetch Hetchy	1,000	1,000	1,000
	Union Total	\$ 1,806,000	\$ 3,610,000	\$ 5,376,000
	% of Wage and Benefits Base	4.0%	8.0%	11.8%
190525	<u>San Francisco Deputy Probation Officers' Association</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 514,000	\$ 1,084,000	\$ 1,632,000
	Wage-Related Fringe Benefits	164,000	346,000	521,000
	CalPERS Waiver	132,000	0	0
	Life Insurance	6,000	6,000	6,000
	Bilingual Pay Premium	0	0	0
	Union Total	\$ 816,000	\$ 1,436,000	\$ 2,159,000
	% of Wage and Benefits Base	4.2%	7.5%	11.2%
190526	<u>Operating Engineers, Local 3</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 211,000	\$ 446,000	\$ 671,000
	Wage-Related Fringe Benefits	55,000	116,000	174,000
	Crane Certification Premium	25,000	34,000	38,000
	Lead Person Premium	1,000	1,000	1,000
	Commercial Driver's License Premium	1,000	1,000	1,000
	Union Total	\$ 293,000	\$ 598,000	\$ 885,000
	% of Wage and Benefits Base	3.9%	7.9%	11.7%
190527	<u>Teamsters, Local 856 (Multi-Unit)</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 337,000	\$ 712,000	\$ 1,072,000
	Wage-Related Fringe Benefits	94,000	198,000	298,000
	Job Class Equity Adjustments	55,000	81,000	110,000
	Night Duty Premium for Job Class 2496	12,000	13,000	13,000
	Officer of the Day Premium	6,000	6,000	6,000
	Union Total	\$ 504,000	\$ 1,010,000	\$ 1,499,000
	% of Wage and Benefits Base	4.1%	8.2%	12.2%
190528	<u>Transport Workers Union of America, Local 250-A (7410)</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 83,000	\$ 174,000	\$ 263,000
	Wage-Related Fringe Benefits	24,000	50,000	76,000
	Protective Clothing	2,000	2,000	2,000
	Life Insurance	1,000	1,000	1,000
	Emergency Road Repair Premium	1,000	1,000	1,000
	Union Total	\$ 111,000	\$ 228,000	\$ 343,000
	% of Wage and Benefits Base	3.7%	7.5%	11.3%

<u>Transport Workers Union of America, Local 250-A (Multi-Unit)</u>		FY 2019-20	FY 2020-21	FY 2021-22
190529	Wages	\$ 410,000	\$ 864,000	\$ 1,302,000
	Wage-Related Fringe Benefits	116,000	245,000	370,000
	Tuition Reimbursement	5,000	5,000	5,000
	Bilingual Pay Premium	8,000	8,000	8,000
	Environmental Health Temporary Events Premium	7,000	7,000	0
	One-Time Retroactive Schedule Differential	7,000	0	0
	Vector Control Certified Technician Premium	1,000	1,000	1,000
	Union Total \$	554,000	\$ 1,130,000	\$ 1,686,000
	% of Wage and Benefits Base	3.7%	7.6%	11.3%
<u>Transport Workers Union of America, Local 200</u>		FY 2019-20	FY 2020-21	FY 2021-22
190530	Wages	\$ 122,000	\$ 257,000	\$ 387,000
	Wage-Related Fringe Benefits	34,000	71,000	107,000
	Officer Involved Shooting Standby Pay	83,000	86,000	89,000
	Union Total \$	239,000	\$ 414,000	\$ 583,000
	% of Wage and Benefits Base	5.4%	9.4%	13.2%
<u>Service Employees International Union, Local 1021</u>		FY 2019-20	FY 2020-21	FY 2021-22
190531	Wages	\$ 33,031,000	\$ 69,685,000	\$ 104,949,000
	Wage-Related Fringe Benefits	8,827,000	18,622,000	28,045,000
	Extended Steps	1,404,000	2,746,000	4,439,000
	Job Class Equity Adjustments	217,000	832,000	854,000
	Bilingual Pay Premium	554,000	554,000	554,000
	Lead Person Premium	322,000	322,000	322,000
	Work Training Program	200,000	200,000	200,000
	CalPERS Waiver	80,000	0	0
	Certification Premium	72,000	75,000	77,000
	Public Safety Communications Premium	9,000	10,000	10,000
	Uniforms	14,000	14,000	14,000
	Pressure Washing Premium	8,000	9,000	9,000
	Workplace Improvement Committee	5,000	6,000	6,000
	Eliminate Training Funds	(10,000)	(10,000)	(10,000)
	Union Pays Administrative Fees	(27,000)	(27,000)	(27,000)
	Union Total \$	44,706,000	\$ 93,038,000	\$ 139,442,000
	% of Wage and Benefits Base	3.9%	8.0%	12.0%
<u>Supervising Probation Officers</u>		FY 2019-20	FY 2020-21	FY 2021-22
190532	Wages	\$ 122,000	\$ 257,000	\$ 387,000
	Wage-Related Fringe Benefits	41,000	86,000	129,000
	Union Total \$	163,000	\$ 343,000	\$ 516,000
	% of Wage and Benefits Base	3.5%	7.4%	11.2%
<u>San Francisco City Workers United</u>		FY 2019-20	FY 2020-21	FY 2021-22
190533	Wages	\$ 364,000	\$ 768,000	\$ 1,157,000
	Wage-Related Fringe Benefits	97,000	205,000	309,000
	Industrial Coatings Premium	11,000	11,000	11,000
	Taping Premium	2,000	2,000	2,000
	Sand Blast Premium	2,000	2,000	2,000
	Thermo Plastic Truck Premium	15,000	15,000	15,000
	Correctional Facility Premium	1,000	1,000	1,000
	Hydro Washer Truck Premium	4,000	4,000	4,000
	Work Clothing	8,000	8,000	8,000
	Union Total \$	504,000	\$ 1,016,000	\$ 1,509,000
	% of Wage and Benefits Base	3.8%	7.8%	11.5%
<u>Municipal Executives Association</u>		FY 2019-20	FY 2020-21	FY 2021-22
190534	Wages	\$ 6,337,000	\$ 13,370,000	\$ 20,136,000
	Wage-Related Fringe Benefits	1,698,000	3,582,000	5,395,000
	Management Classification/Compensation Plan (MCCP) Funds	343,000	356,000	614,000
	Safety Equipment	4,000	4,000	4,000
	Life Insurance	0	29,000	88,000
	Union Total \$	8,382,000	\$ 17,341,000	\$ 26,237,000
	% of Wage and Benefits Base	3.7%	7.6%	11.5%

International Union of Operating Engineers Stationary Engineers, Local 39

		FY 2019-20	FY 2020-21	FY 2021-22
190535	Wages	\$ 2,610,000	\$ 5,506,000	\$ 8,293,000
	Wage-Related Fringe Benefits	701,000	1,479,000	2,227,000
	Job Class Equity Adjustment	565,000	1,180,000	1,843,000
	Certification Premium	89,000	93,000	96,000
	Union Total \$	3,965,000	\$ 8,258,000	\$ 12,459,000
	% of Wage and Benefits Base	4.2%	8.8%	13.2%

United Association of Journeymen and Apprentices - Plumbing and Fitting

Industry, Local 38

		FY 2019-20	FY 2020-21	FY 2021-22
190539	Wages	\$ 1,260,000	\$ 2,658,000	\$ 4,003,000
	Wage-Related Fringe Benefits	328,000	692,000	1,042,000
	Job Class Equity Adjustments	54,000	80,000	107,000
	Lead Worker Pay	45,000	45,000	45,000
	Cross Connection Certification Premium	11,000	56,000	58,000
	Acting Assignment Pay	25,000	26,000	27,000
	Night Shift Pay	23,000	24,000	25,000
	Safety Equipment	15,000	15,000	15,000
	Life Insurance	15,000	15,000	15,000
	Asbestos Certification Premium	7,000	7,000	7,000
	Boat/Barge Premium	6,000	6,000	6,000
	Union Total \$	1,789,000	\$ 3,624,000	\$ 5,350,000
	% of Wage and Benefits Base	4.0%	8.0%	11.9%

San Francisco Institutional Police Officers' Association

		FY 2019-20	FY 2020-21	FY 2021-22
190540	Wages	\$ 6,000	\$ 13,000	\$ 20,000
	Wage-Related Fringe Benefits	1,000	3,000	4,000
	Union Total \$	7,000	\$ 16,000	\$ 24,000
	% of Wage and Benefits Base	3.3%	7.6%	11.3%

San Francisco District Attorney Investigators' Association

		FY 2019-20	FY 2020-21	FY 2021-22
190541	Wages	\$ 172,000	\$ 363,000	\$ 547,000
	Wage-Related Fringe Benefits	43,000	90,000	135,000
	Job Class Equity Adjustments	92,000	257,000	266,000
	Eliminate Funds for Training	(41,000)	(41,000)	(41,000)
	Wage Adjustments to Pay for Training	64,000	66,000	68,000
	Jury Duty Pay	4,000	4,000	4,000
	Bilingual Pay Premium	2,000	2,000	2,000
	Severance Pay	2,000	2,000	2,000
	Union Total \$	338,000	\$ 743,000	\$ 983,000
	% of Wage and Benefits Base	5.5%	12.2%	16.1%

San Francisco Building Inspectors Association

		FY 2019-20	FY 2020-21	FY 2021-22
190542	Wages	\$ 323,000	\$ 681,000	\$ 1,025,000
	Wage-Related Fringe Benefits	89,000	188,000	284,000
	Certification Premium	34,000	35,000	37,000
	Lead Worker Pay	1,000	1,000	1,000
	Union Total \$	447,000	\$ 905,000	\$ 1,347,000
	% of Wage and Benefits Base	3.8%	7.7%	11.5%

	Crafts Coalition	FY 2019-20	FY 2020-21	FY 2021-22
190544	Wages	\$ 1,614,000	\$ 3,405,000	\$ 5,128,000
	Wage-Related Fringe Benefits	432,000	912,000	1,373,000
	Job Class Equity Adjustments	125,000	125,000	126,000
	Clothing	74,000	74,000	74,000
	Lead Worker Pay	68,000	68,000	68,000
	Specialized Equipment Premium	46,000	46,000	46,000
	Acting Assignment Pay	31,000	43,000	48,000
	Boom Truck / Street Sweeper Premium	30,000	30,000	30,000
	Life Insurance	24,000	24,000	24,000
	Association of Diving Contractors International Certification (ACDI)	18,000	24,000	27,000
	Asbestos Certification Premium	6,000	6,000	6,000
	Underwater Diving Pay	4,000	4,000	4,000
	Sewage Premium	3,000	3,000	3,000
	Waste Water Treatment Facility Premium	3,000	3,000	3,000
	Union Total	\$ 2,478,000	\$ 4,767,000	\$ 6,960,000
	% of Wage and Benefits Base	4.3%	8.2%	12.0%

* Costs or savings less than \$500 are not shown individually but are reflected in the Union Total values.

Attachment B

In accordance with Ordinance 92-94, the Office of the Controller conducted a cost analysis of 23 MOUs and one MOU amendment between the City and County of San Francisco and various Unions representing employee bargaining units. The attached analysis reviews the MOUs and one MOU amendment listed below:

- 190518 – Compensation for Unrepresented Employees
- 190519 – Fire Fighters Union Local 798, Unit 2
- 190520 – Municipal Attorneys' Association
- 190521 – Machinists Union, Local 1414
- 190522 – International Federation of Professional and Technical Engineers, Local 21
- 190523 – Laborers International Union, Local 261
- 190524 – International Brotherhood of Electrical Workers, Local 6
- 190525 – San Francisco Deputy Probation Officers' Association
- 190526 – Operating Engineers, Local 3
- 190527 – Teamsters, Local 856 (Multi-Unit)
- 190528 – Transport Workers' Union, Local 250-A – Automotive Service Workers (7410)
- 190529 – Transport Workers Union of America, Local 250-A (Multi-Unit)
- 190530 – Transport Workers Union of America, Local 200
- 190531 – Service Employees International Union, Local 1021
- 190532 – Supervising Probation Officers
- 190533 – San Francisco City Workers United
- 190534 – Municipal Executives Association
- 190535 – International Union of Operating Engineers Stationary Engineers, Local 39
- 190539 – United Association of Journeymen and Apprentices - Plumbing and Pipe Fitting Industry, Local 38
- 190540 – San Francisco Institutional Police Officers' Association
- 190541 – San Francisco District Attorney Investigators' Association
- 190542 – San Francisco Building Inspectors' Association
- 190544 – Crafts Coalition

The MOUs and MOU amendment affect approximately 20,000 authorized positions with an overall salary and benefits base of approximately \$2.6 billion. Our analysis finds that the MOUs will result in increased costs to the City of \$ \$102.2 million (or 3.9%) of base wage and benefit cost in FY 2019-20, \$210.4 million, (or 8.0%) of base wage and benefit cost in FY 2020-21, and \$314.1 million (or 11.9%) of base wage and benefit cost in FY 2021-22. Approximately 60% of the increased cost is supported by the General Fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2020-21 and FY 2021-22 could be delayed if the Joint Report projects a budget deficit greater than \$200 million. These cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost would be reduced to approximately \$159.5 million and \$260.0 in FY 2020-21 and FY 2021-22, respectively.

The MOUs share the following key provisions:

- **Citywide Wage Increases.** With the exception to the Fire Fighters Union Local 798, Unit 2 MOU amendment, the MOUs increase base wages by 3.0% on July 1, 2019; 1.0% on December 28, 2019; 3.0% on July 1, 2020; 0.5% on December 26, 2020; 3.0% on July 1, 2021; 0.5% on January 8, 2022. As noted above, these mid-year wage increases could be delayed by six months in FY 2020-21 and FY 2021-22 if the Joint Report projects a budget deficit of greater than \$200 million. The Fire Fighters Union Local 798, Unit 2 has an existing MOU for FY 2018-19 through FY 2020-21.
- **Job Class Equity Adjustments.** Eleven MOUs contain provisions to adjust pay scales for select job classes to align with similar job classes.

Overall, more than 95% of the total cost increase is attributable to citywide wage increases and job class equity adjustment increases. In addition, most of the MOUs contain provisions to add or change premium pay for certain skills and certifications. Several of the MOUs also adjust compensatory time, floating holidays, and jury duty pay; in most cases, we did not find an additional cost for these provisions.

The MOUs are discussed in more detail below.

File Number 190518 – Compensation for Unrepresented Employees

The MOU for Unrepresented Employees affects 60 authorized positions with a base salary of \$8.2 million and an overall pay and benefits base of approximately \$10.4 million. We project the MOU will increase costs to the City by \$0.4 million in FY 2019-20, \$0.8 million in FY 2020-21, and \$1.2 million in FY 2021-22. More than 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement.

File Number 190519 – Fire Fighters Union Local 798, Unit 2

The MOU amendment for the Fire Fighters Union Local 798, Unit 2 affects 1 authorized position (H-42 Assistant Fire Marshal) with a base salary of \$0.2 million and an overall pay and benefits base of approximately \$0.2 million. We project the amendment will increase costs to the City by \$34,000 in FY 2019-20 and \$23,000 in FY 2020-21, should the budgeted position be filled.

File Number 190520 – Municipal Attorneys' Association

The MOU for the Municipal Attorneys' Association affects 429 authorized positions with a base salary of \$91.0 million and an overall pay and benefits base of approximately \$115.9 million. We project the MOU will increase costs to the City by \$4.4 million in FY 2019-20, \$8.9 million in FY 2020-21, and \$13.3 million in FY 2021-22. More than 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for standby pay and California Bar dues account for the remainder of the cost increase. Changes to floating holidays, administrative leave, life insurance, and jury duty are estimated to have no change in cost.

File Number 190521 – Machinists Union, Local 1414

The MOU for the Machinists Union, Local 1414 affects 149 authorized positions with a base salary of \$14.6 million and an overall pay and benefits base of approximately \$19.6 million. We project the MOU will increase costs to the City by \$1.2 million in FY 2019-20, \$1.9 million in FY 2020-21, and \$2.7 million in FY 2021-22. More than 75% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, equipment, life insurance, and various adjustments to pay account for the remainder of the cost increase.

File Number 190522 – International Federation of Professional and Technical Engineers, Local 21

The MOU for the International Federation of Professional and Technical Engineers, Local 21 affects 4,206 authorized positions with a base salary of \$507.2 million and an overall pay and benefits base of approximately \$658.5 million. We project the MOU will increase costs to the City by \$24.6 million in FY 2019-20, \$51.3 million in FY 2020-21, and \$76.3 million in FY 2021-22. About 95% of the total cost increase is due to the citywide wage increases in each year of the agreement. Increases for job class equity adjustments, floating holidays, employee development, TechHire, extended ranges, and premiums account of the remainder of the cost. Changes to compensatory time are estimated to have no change in cost.

File Number 190523 – Laborers International Union, Local 261

The MOU for the Laborers International Union, Local 261 affects 1,076 authorized positions with a base salary of \$83.6 million and an overall pay and benefits base of approximately \$113.0 million. We project the MOU will increase costs to the City by \$4.5 million in FY 2019-20, \$9.1 million in FY 2020-21, and \$13.3 million in FY 2021-22. About 85% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, health insurance cost sharing, protective clothing, and premiums account for the remainder of the cost increase.

File Number 190524 – International Brotherhood of Electrical Workers, Local 6

The MOU for International Brotherhood of Electrical Workers, Local 6 affects 275 authorized positions with a base salary of \$32.2 million and an overall pay and benefits base of about \$45.4 million. We

project the MOU will increase costs to the City by \$1.8 million in FY 2019-20, \$3.6 million in FY 2020-21, and \$5.4 million in FY 2021-22. About 85% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, shift differentials, standby pay, equipment, employee development, and premiums account for the remainder of the cost increase.

File Number 190525 – San Francisco Deputy Probation Officers’ Association

The MOU for San Francisco Deputy Probation Officers’ Association affects 128 authorized positions with a base salary of \$14.4 million and an overall pay and benefits base of about \$19.3 million. We project the MOU will increase costs to the City by \$0.8 million in FY 2019-20, \$1.4 million in FY 2020-21, and \$2.2 million in FY 2021-22. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for CalPERS forgiveness, life insurance, and premiums account for the remainder of the cost increase.

File Number 190526 – Operating Engineers, Local 3

The MOU for Operating Engineers, Local 3 affects 49 authorized positions with a base salary of \$5.5 million and an overall pay and benefits base of about \$7.6 million. We project the MOU will increase costs to the City by \$0.3 million in FY 2019-20, \$0.6 million in FY 2020-21, and \$0.9 million in FY 2021-22. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for premiums account for the remainder of the cost increase. Changes to compensatory time are estimated to have no change in cost.

File Number 190527 – Teamsters, Local 856 (Multi-Unit)

The MOU for Teamsters, Local 856 (Multi-Unit) affects 90 authorized positions with a base salary of \$9.0 million and an overall pay and benefits base of about \$12.3 million. We project the MOU will increase costs to the City by \$0.5 million in FY 2019-20, \$1.0 million in FY 2020-21, and \$1.5 million in FY 2021-22. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job equity and premiums account for the remainder of the cost increase.

File Number 190528 – Transport Workers’ Union, Local 250-A – Automotive Service Workers (7410)

The MOU for Transport Workers’ Union, Local 250-A – Automotive Service Workers (7410) affects 31 authorized positions with a base salary of \$2.3 million and an overall pay and benefits base of about \$3.0 million. We project the MOU will increase costs to the City by \$0.1 million in FY 2019-20, \$0.2 million in FY 2020-21, and \$0.3 million in FY 2021-22. About 98% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for protective clothing, life insurance, and premiums account for the remainder of the cost increase. Changes to compensatory time and floating holidays are estimated to have no change in cost.

File Number 190529 – Transport Workers Union of America, Local 250-A (Multi-Unit)

The MOU for Transport Workers Union of America, Local 250-A (Multi-Unit) affects 97 authorized positions with a base salary of \$11.6 million and an overall pay and benefits base of about \$14.9 million. We project the MOU will increase costs to the City by \$0.5 million in FY 2019-20, \$1.1 million in FY 2020-21, and \$1.7 million in FY 2021-22. More than 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for premiums and employee development account for the remainder of the cost increase. Changes to compensatory time and floating holidays are estimated to have no change in cost.

File Number 190530 – Transport Workers Union of America, Local 200

The MOU for Transport Workers Union of America, Local 200 affects 28 authorized positions with a base salary of \$3.2 million and an overall pay and benefits base of about \$4.4 million. We project the MOU will increase costs to the City by \$0.2 million in FY 2019-20, \$0.4 million in FY 2020-21, and \$0.6 million in FY 2021-22. About 80% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for officer-involved shooting standby pay accounts for the remainder of the cost increase.

File Number 190531 – Service Employees International Union, Local 1021

The MOU for Service Employees International Union, Local 1021 affects 10,465 authorized positions with a base salary of \$859.5 million and an overall pay and benefits base of about \$1,158.3 million. We project the MOU will increase costs to the City by \$44.7 million in FY 2019-20, \$93.0 million in FY 2020-21, and \$139.4 million in FY 2021-22. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, extended steps, premiums, employee development, and benefits account for the remainder of the cost increase.

File Number 190532 – Supervising Probation Officers

The MOU for Supervising Probation Officers affects 29 authorized positions with a base salary of \$3.5 million and an overall pay and benefits base of about \$4.6 million. We project the MOU will increase costs to the City by \$0.2 million in FY 2019-20, \$0.3 million in FY 2020-21, and \$0.5 million in FY 2021-22. The entire cost increase is attributable to the citywide wage increases in each year of the agreement. Changes to compensatory time, floating holidays, and premiums are estimated to have no change in cost.

File Number 190533 – San Francisco City Workers United

The MOU for San Francisco City Workers United affects 101 authorized positions with a base salary of \$9.5 million and an overall pay and benefits base of about \$13.1 million. We project the MOU will

increase costs to the City by \$0.5 million in FY 2019-20, \$1.0 million in FY 2020-21, and \$1.5 million in FY 2021-22. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for premiums, and equipment account for the remainder of the cost increase.

File Number 190534 – Municipal Executives Association

The MOU for Municipal Executives Association affects 1,092 authorized positions with a base salary of \$179.8 million and an overall pay and benefits base of about \$228.3 million. We project the MOU will increase costs to the City by \$8.4 million in FY 2019-20, \$17.3 million in FY 2020-21, and \$26.2 million in FY 2021-22. More than 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for equipment, life insurance, and M CCP funds account for the remainder of the cost increase. Changes to compensatory time and jury duty pay are estimated to have no change in cost.

File Number 190535 – International Union of Operating Engineers Stationary Engineers, Local 39

The MOU for International Union of Operating Engineers Stationary Engineers, Local 39 affects 626 authorized positions with a base salary of \$67.3 million and an overall pay and benefits base of about \$94.1 million. We project the MOU will increase costs to the City by \$4.0 million in FY 2019-20, \$8.3 million in FY 2020-21, and \$12.5 million in FY 2021-22. About 85% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity and premiums account for the remainder of the cost increase.

File 190539 – United Association of Journeymen and Apprentices - Plumbing and Pipe Fitting Industry, Local 38

The MOU for United Association of Journeymen and Apprentices - Plumbing and Pipe Fitting Industry, Local 38 affects 267 authorized positions with a base salary of \$31.3 million and an overall pay and benefits base of about \$45.2 million. We project the MOU will increase costs to the City by \$1.7 million in FY 2019-20, \$3.6 million in FY 2020-21, and \$5.3 million in FY 2021-22. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, premiums, life insurance, and equipment account for the remainder of the cost increase.

File 190540 – San Francisco Institutional Police Officers' Association

The MOU for San Francisco Institutional Police Officers' Association affects 1 authorized position with a base salary of \$0.1 million and an overall pay and benefits base of about \$0.2 million. We project the MOU will increase costs to the City by \$7,000 in FY 2019-20, \$16,000 million in FY 2020-21, and \$24,000 million in FY 2021-22. The entire cost increase is attributable to the citywide wage

increases in each year of the agreement. Changes to premiums are estimated to have no change in cost.

File 190541 – San Francisco District Attorney Investigators’ Association

The MOU for San Francisco District Attorney Investigators’ Association affects 36 authorized positions with a base salary of \$4.6 million and an overall pay and benefits base of about \$6.1 million. We project the MOU will increase costs to the City by \$0.4 million in FY 2019-20, \$0.7 million in FY 2020-21, and \$1.0 million in FY 2021-22. About 70% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, employee development, and premiums account for the remainder of the cost increase. Changes to compensatory time are estimated to have no change in cost.

File 190542 – San Francisco Building Inspectors’ Association

The MOU for San Francisco District Attorney Investigators’ Association affects 66 authorized positions with a base salary of \$8.8 million and an overall pay and benefits base of about \$11.7million. We project the MOU will increase costs to the City by \$0.4 million in FY 2019-20, \$0.7 million in FY 2020-21, and \$1.0 million in FY 2021-22. About 60% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases premiums account for the remainder of the cost increase. Changes to compensatory time are estimated to have no change in cost.

File 190544 – Crafts Coalition

The MOU for the Crafts Coalition affects 436 authorized positions with a base salary of \$42.7 million and an overall pay and benefits base of about \$58.1 million. We project the MOU will increase costs to the City by \$2.5 million in FY 2019-20, \$4.8 million in FY 2020-21, and \$7.0 million in FY 2021-22. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for premiums, life insurance, clothing, and employee education account for the remainder of the cost increase.

BOARD of SUPERVISORS



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MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight Committee
Board of Supervisors

DATE: May 21, 2019

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of
Understanding - May 2019

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on May 16, 2019:

These matters are pending committee action; I'm forwarding them to you for a cost analysis.

Please forward your analysis to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

File No. 190518 [Compensation for Unrepresented Employees]

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2019.

File No. 190519 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 2]

Ordinance adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to provide a base wage increase for Classification H-42 Assistant Fire Marshal effective July 1, 2019.

File No. 190520 [Memorandum of Understanding - Municipal Attorneys' Association]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys' Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190521 [Memorandum of Understanding - Machinists Union, Local 1414]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2019, through June 30, 2022.

File No. 190522 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, 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, 2019, through June 30, 2022.

File No. 190523 [Memorandum of Understanding - Laborers International Union, Local 261]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, 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, 2019, through June 30, 2022.

File No. 190524 [Memorandum of Understanding - International Brotherhood of Electrical Workers, Local 6]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, 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, 2019, through June 30, 2022.

File No. 190525 [Memorandum of Understanding - San Francisco Deputy Probation Officers' Association]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, 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, 2019, through June 30, 2022.

File No. 190526 [Memorandum of Understanding - Operating Engineers, Local 3]

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, 2019, through June 30, 2022.

File No. 190527 [Memorandum of Understanding - Teamsters, Local 856 (Multi-Unit)]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2019, through June 30, 2022.

File No. 190528 [Memorandum of Understanding - Transport Workers Union of America, Local 250-A (7410)]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A (7410), to be effective July 1, 2019, through June 30, 2022

File No. 190529 [Memorandum of Understanding - Transport Workers Union of America, Local 250-A (Multi-Unit)]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A (Multi-Unit), to be effective July 1, 2019, through June 30, 2022.

File No. 190530 [Memorandum of Understanding - Transport Workers Union of America, Local 200]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 200, to be effective July 1, 2019, through June 30, 2022.

File No. 190531 [Memorandum of Understanding - Service Employees International Union, Local 1021]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to be effective July 1, 2019, through June 30, 2022.

File No. 190532 [Memorandum of Understanding - Supervising Probation Officers]

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, 2019, through June 30, 2022.

File No. 190533 [Memorandum of Understanding - San Francisco City Workers United]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United, to be effective July 1, 2019, through June 30, 2022.

File No. 190534 [Memorandum of Understanding - Municipal Executives Association]

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, 2019, through June 30, 2022.

File No. 190535 [Memorandum of Understanding - International Union of Operating Engineers Stationary Engineers, Local 39]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers Stationary Engineers, Local 39, to be effective July 1, 2019, through June 30, 2022.

File No. 190536 [Memorandum of Understanding - San Francisco Sheriffs' Managers and Supervisors Association]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190537 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 17]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 17, to be effective July 1, 2019, through June 30, 2022.

File No. 190538 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 18]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 18, to be effective July 1, 2019, through June 30, 2022.

File No. 190539 [Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38]

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, 2019, through June 30, 2022.

File No. 190540 [Memorandum of Understanding - San Francisco Institutional Police Officers' Association]

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, 2019, through June 30, 2022.

File No. 190541 [Memorandum of Understanding - San Francisco District Attorney Investigators' Association]

Ordinance adopting and implementing 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, 2019, through June 30, 2022.

File No. 190542 [Memorandum of Understanding - San Francisco Building Inspectors' Association]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190543 [Memorandum of Understanding - San Francisco Deputy Sheriffs' Association]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, 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, 2019, through June 30, 2022.

File No. 190544 [Memorandum of Understanding - Crafts Coalition]

Ordinance adopting and implementing 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, 2019, through June 30, 2022.

c: Todd Rydstrom, Office of the Controller
Michelle Allersma, Office of the Controller
Carol Lu, Office of the Controller