# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

THE TRANSPORT WORKERS' UNION
LOCAL 250-A, MULTI-UNIT
(UNIT 28)

JULY 1, 2014 – JUNE 30, 2017

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## PREAMBLE

This Collective Bargaining Agreement (hereinafter termed "CBA") has been negotiated jointly by the City and County of San Francisco ("City"), and the Transportation Workers Union of America, AFL-CIO and Transport Workers Union Local 250-A (hereinafter jointly termed the "Union") in order to meet their mutual responsibility to provide the public they serve with the delivery of municipal services in the most efficient, effective, and courteous manner, as well as provide dependable, economical, courteous health services. The City and the Union have developed this agreement in compliance with the provisions of Charter sections A8.409 et. seq.

## ARTICLE I. REPRESENTATION

### A. RECOGNITION

1. The City acknowledges that the Union has been certified as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications and bargaining units:

Unit 28
6120 Environmental Health Inspector
3342 Zoo Curator
3541 Curator I
3542 Curator II
3544 Curator III
2806 Disease Control Investigator
2808 Senior Disease Control Investigator
2810 Principal Disease Control Investigator
6122 Environmental Health Inspector
6124 Principal Health Inspector

2. The terms and provisions of this CBA shall also be automatically applicable to any classification which is accreted to an existing unit covered by this CBA during its term. This Agreement shall not automatically extend to new bargaining units for which the Union has gained representation or established a representative status through affiliations or service agreements.

3. The employees covered by this contract will be indemnified and defended by the City for acts within the course and scope of their official employment in accordance with the applicable requirements of state law. This Article is for informational purposes only and is not subject to grievance or arbitration.

### B. INTENT

4. It is the intent of the parties that the provisions of this CBA shall bind the Union and its members upon ratification by its members covered by this agreement. It is also the intent of the parties that the provisions of this CBA shall bind the City upon ratification by the Board of Supervisors as to those matters within the Board's legal authority, by the Department as to those matters in the Department's legal authority, and by other departments of the City party to this CBA as to those matters in those departments' legal authority.

5. Duty to Meet & Confer. Except in cases of emergency requiring immediate action, in which case the Union will be informed as soon as possible, the City and the affected departments agree to furnish the Union with a written description of any proposed change in personnel practices or working conditions within the scope of representation affecting the employees covered by this CBA at least twenty (20) working days before the changes are scheduled to go into effect. Within ten (10) working days of receipt of written notice, the Union will inform the City of any objections or proposals it may have for alternative changes. If the Union does not respond within ten (10) working days from the date of the return receipt of such written information, the affected departments shall assume the Union does not wish to meet & confer on the proposed policy change. If either the City or the Union does not accept the other party's proposal, the parties shall meet & confer on the issue as required by law. The proposed changes will not go into effect until the completion of the meet & confer process provided that the impasse procedure in the Employee Relations Ordinance in the Administrative Code shall not apply to the application of this Article. This Article is intended to meet the requirements of the Meyers-Milias-Brown Act.

6. The Employee Relations Division will be advised of and coordinate, if necessary, all meet & confer and be available to assist so that all provisions in the CBA will be followed.

## C. NO STRIKE PROVISION

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

## D. OBJECTIVES OF THE CITY

8. 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 CBA within their respective roles and responsibilities.

9. 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.

10. Should an employee allege unfair treatment due to the implementation of revised performance levels, norms, or standards, he/she may seek review of such issues in accordance with the procedures set forth in Article I.G.

## E. MANAGEMENT RIGHTS

11. Except as otherwise provided in this Agreement, in accordance with applicable state laws, nothing herein shall be construed to restrict any legal City rights concerning direction of its

work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.

12. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.

13. It is understood and agreed that except as specifically set forth in this agreement the City retains all of its powers and authority to manage municipal services and the work for performing those services.

14. The exercise of these rights shall not be subject to the grievance procedure. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

## F. SHOP STEWARDS

15. The Union may select one steward and/or alternate steward in each department or bureau in which employees covered by this CBA are working. A steward shall only deal with grievances within or related to the steward's department or bureau.

16. The Union shall furnish the City with an accurate list of shop stewards. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing, by the Union, none will be recognized.

17. The Union and the City recognize that it is the responsibility of the shop steward to assist in the resolution of grievances or disputes at the lowest possible level.

18. While handling grievances, discipline, or meeting with the City representatives concerning matters affecting the working conditions and status of employees covered by this CBA, not more than two shop stewards shall be allowed time off during normal working hours to perform such duties without loss of pay; provided, however, that time off for investigation shall be reasonably related to the difficulty of the grievance. No steward shall leave the duty or work station or assignment without specific approval of the employee's department head or other authorized manager. Such release time for the shop steward shall not be unreasonably denied.

19. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to investigate or present a grievance during on duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission, unless the parties agree to an alternative time.

20. In handling grievances or disciplinary matters, the shop steward shall have the right to:

21. Consult with the affected employee regarding the presentation of a grievance after the employee has requested the assistance or presence of the shop steward.

22. Present to a supervisor a grievance, which has been requested by an employee or group of employees, for resolution or adjustment.

23. Investigate any such grievance so that such grievance can be properly discussed with the supervisor or the designated representative.

24. Attend meetings with supervisors or other city representatives when such meetings are necessary to adjust grievances or represent employees in disciplinary matters. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employees are employed. Release time for the shop steward shall not be unreasonably denied.

25. In emergency situations, where immediate disciplinary action may be taken because of violation of law or a City or departmental rule (theft, *etc.*), the shop steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist the employee.

26. Shop stewards shall not interfere with the work of any employee.

27. Pursuant to the Meyers-Milias-Brown Act and Employee Relations Ordinance, a reasonable number of stewards or other designated employees may attend during working hours with no loss of pay, meetings scheduled with representatives of the Appointing Officer for the purpose of meeting and conferring on terms and conditions of employment, and may participate in the discussions, deliberations and decisions at such meeting.

28. Stewards shall receive timely notice of departmental orientation sessions, and shall be permitted to make appearances at departmental orientation sessions, in order to distribute Union materials and to discuss employee rights and obligations under this CBA. The Union and a department or bureau may agree to other arrangements for contact between stewards and new employees.

## G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS

29. 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.

1. Definition.

30. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this agreement, including discipline and discharge of employees. Civil Service Commission Rule "Carve-outs" are not subject to the grievance procedure nor may be submitted to arbitration.

31. A grievance does not include written reprimands or written warnings, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand or warning. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the reprimand or warning.

2. Time Limits.

32. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be for a specifically stated period of time and confirmed in writing. In the event a grievance is not filed or appealed within the prescribed time limits, it shall be deemed withdrawn. Failure of the City to timely reply shall authorize the Union to appeal the grievance to the next step in the Grievance Procedure. For purposes of this section, a "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

3. Grievance Initiation.

33. a. A grievance affecting more than one employee shall be filed with the departmental official having authority over all employees affected by the grievance.

34. b. Only the Union shall have the right on behalf of a disciplined or discharged employee to appeal the discipline or discharge action. These matters shall be initiated with the Appointing Officer or its designee at Step 2.

35. c. All other issues shall be initiated at Step 1.

4. Grievance Description

36. The Union and the City agree that the following guidelines will be used in the submission of grievances:

37. a. The facts, event or basis giving rise to the grievance, and date of the grievance at the time of the submission;

38. b. The grievance shall state the specific article(s), section(s) and paragraph(s) of this Agreement which the Union believes have been violated;

39. c. The grievance shall state the remedy or solution being sought by the Grievant or Union.

5. Steps of the Procedure.

40. An employee shall discuss the grievance informally with his/her immediate supervisor, provided the grievance is not a discrimination or retaliation claim against that supervisor, and try to work out a satisfactory solution in an informal manner as soon as possible, but in no case later than five (5) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a Union representative present.

41. a. Step 1. If the grievance is not resolved after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor no later than twenty (20) working days after the facts or event giving rise to the grievance, or within twenty (20) working days from such time as the employee or Union should have known of the occurrence thereof.

42. The supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.

43. b. Step 2. A grievant dissatisfied with the supervisor's response at Step 1 may appeal to the Appointing Officer, or its designee, in writing, within seven (7) working days of receipt of the Step 1 answer. The Appointing Officer, or its designee, may convene a meeting within fifteen (15) working days with the grievant and the Union representative. The Appointing Officer, or its designee, shall respond in writing within fifteen (15) working days of receipt of the grievance, or ten (10) working days of the date of the meeting if one is held, whichever is later.

44. c. Step 3. If the Union is dissatisfied with the Appointing Officer's response at Step 2 only the Union may appeal to the Director, Employee Relations, or his/her designee, in writing, specifying the reason(s) why the grievant is dissatisfied with the Department's response, within fifteen (15) working days of receipt of the Step 2 answer. The grievance shall contain copies of all earlier correspondence and materials reviewed at the earlier steps. The Director may convene a grievance meeting within fifteen (15) working days with the grievant and/or the grievant's Union.

45. The Director shall have fifteen (15) working days after the receipt of the written grievance or if a meeting is held, fifteen (15) working days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.

6. Arbitration (Step 4).

46. If the Union is dissatisfied with the Step 3 response it may appeal by notifying the Director, Employee Relations, in writing, within thirty (30) working days of its receipt of the Step 3 response that arbitration is being invoked. The City and the Union must commence selection of 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.

7. Expedited Termination Grievances

47. Termination grievances will be filed directly at Step Three (Employee Relations Division).

48. The parties agree to schedule arbitration hearings for termination grievances within thirty (30) calendar days of the appeal to arbitration.

49. The parties will agree in advance on an arbitrator or panel of arbitrators to hear all termination grievances. In the absence of an agreed-upon arbitrator or a standing panel of arbitrators, the arbitrator will be selected in the manner prescribed in paragraph 55.

8. Expedited Arbitration.

50. Suspensions of fifteen (15) working days or less shall be processed through an Expedited Arbitration proceeding. By written mutual agreement entered into during Step 3 of the Grievance Procedure, the parties may submit other grievances to the Expedited Arbitration process.

51. a. Scheduling. Under no instance shall either the Union or the City (and its departments) have less than seven (7) working days advance notice prior to the scheduling of an Expedited Arbitration, unless mutually agreed by the parties in writing.

52. b. Selection of the Arbitrator for Expedited Arbitration. The parties will agree in advance on an arbitrator or panel of arbitrators to hear all expedited grievances. In the absence of an agreed-upon arbitrator or a standing panel of arbitrators, the arbitrator will be selected in the manner prescribed in paragraph 55.

53. c. Proceeding. No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same employee.

54. d. Costs. Each party shall bear its own expenses in connection with the presentation of its case. All fees and expenses of the arbitrator shall be borne and shared equally by the parties.

9. Arbitration (not Expedited Arbitration).

55. a. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) working days of the invocation of Arbitration, either party may request a list of seven (7) appropriately experienced arbitrators from the American Arbitration Association ("AAA") or California State Mediation and Conciliation Service ("SMCS"). The parties will attempt to agree to an arbitrator from the list obtained from AAA or SMCS. In the event the parties are unable to agree, the parties shall alternately strike names from the list until a single name remains.

56. b. Authority of the Arbitrator (both regular and expedited). The decision of the arbitrator shall be final and binding on all parties, unless challenged under

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

57. c. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. In the event that an Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

58. d. Hearing Dates and Date of Award. Except for the Expedited Arbitration procedure described above, hearing dates shall be scheduled within thirty 30) working days of selection of an arbitrator or on the next practicable date mutually agreeable to the parties. Awards shall be due forty-five (45) calendar days following the receipt of closing arguments. As a condition of appointment to the permanent panel, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

59. 10. In no event shall a grievance include a claim for money relief for more than thirty (30) working days prior to the initiation of the grievance.

<u>11. The Discipline Process.</u>

60. The City shall have the right to discipline any non-probationary permanent employee, temporary civil service employee, or provisional employee upon completion of 12-months service, for just cause. As used herein "discipline" shall be defined as disciplinary demotion, suspensions and discharge. A change of work assignment, either to or from a particular assignment, may not be made for disciplinary purposes. Reassignments made for the purpose of improving service or addressing performance problems shall not be considered disciplinary in nature and therefore may not be in violation of this Article.

61. Release or discipline of employees during their initial probationary period or during any probationary period established by this CBA is not grievable, with the exception of a claimed violation of Article II.A (Nondiscrimination). In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.

62. No interview of an employee that may result in disciplinary action or at which discipline is to be imposed will be undertaken unless the employee is first advised of his/her right to representation. If requested by the employee, such representation must be secured within the succeeding forty-eight (48) hour period, excluding holidays and weekends. If the employee does not secure representation within such period, the right is waived.

63. No suspensions, disciplinary demotions and discharges of non-probationary permanent employees, temporary civil service employees, or provisional employees with 12 months service, may be imposed unless the following procedure is followed:

64. a. The basis of any proposed discipline shall be communicated in writing to the employee and to the Union no later than twenty (20) working days after management has concluded a reasonable investigation and attained findings on the event or occurrence which is the basis of the discipline, or the offense will be deemed waived.

65. b. Except in emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City or department rule (theft, *etc.*), no disciplinary action can be taken without first providing the employee with the written charges and the materials upon which the charges are based.

66. c. The employee and her/his representative shall be afforded a reasonable amount of time to respond, either orally at a meeting ("Skelly meeting"), or in writing, to the management official designated by the City to consider the reply. Should the employee and her/his representative elect to respond orally at a Skelly meeting, the Department will notify the parties at least five (5) calendar days in advance of the meeting, unless mutually agreed otherwise. The employee and her/his representative may present any relevant oral/written testimony and other supporting documentation as part of her/his response. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the Skelly meeting. In the case of City employees giving relevant oral testimony, they shall be compensated at an appropriate rate of pay for time spent.

67. d. The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, oral/written testimony and other supporting documentation and any further investigation occasioned by the employee's statements. The Department shall issue its decision within fifteen (15) working days following the Skelly meeting or receipt of the grievant's written response, unless it requests, and the Union agrees, to extend the time limits. The Union's consent to extend this time limit may not be unreasonably withheld. The employee's representative shall receive a copy of this decision.

68. e. Progressive Discipline. Discipline can be both instructive and corrective. The objective of discipline is to make an employee aware of substandard job performance or improper conduct and provide a reasonable opportunity for the employee to improve or correct such deficiencies. For most offenses, management is expected to use a system of progressive discipline under which the employee is given increasingly more severe discipline each time an offense is committed. Except in unusual circumstances, the more severe disciplinary actions are to be taken only after every reasonable attempt has been made by counseling and instruction to develop the employee and to avoid the need for later stages of discipline, whenever possible. Management is not bound by progressive discipline in cases of serious offenses where no specific warning or prior disciplinary action need precede separation for cause. A common pattern may include oral warning, written warning, suspension, and finally, separation for cause.

## H. DUES DEDUCTION

69. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from employees' 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. Cost of dues deductions shall be determined and paid pursuant to the Employee Relations Ordinance, Section 16.220 - Dues Deductions.

70. Dues deduction, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the month of January. The revocation notice shall be delivered to the Controller by depositing it in the U.S. Mail, addressed to Payroll and Personnel Services Division (PPSD), Office of the Controller, One South Van Ness Avenue, 8th Floor, San Francisco, CA 94103, or the Controller's then-current address, on or before January 30 of any fiscal year covered by this CBA. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt and in the case of annual revocations received in January, not later than March 1.

## I. AGENCY SHOP

71. Upon request of the Union the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classification represented by the Union, provided that the election requirement shall be waived upon a showing that two-thirds (2/3) of all employees in the unit are dues paying members of the recognized employee organization.

72. If agency shop is approved by a majority of those eligible to vote or by a showing of two-thirds (2/3) membership, the City agrees to establish an agency shop within the represented unit. Thereafter, the City and the Union shall meet & confer regarding procedures for the implementation and administration of an agency shop.

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

## J. BULLETIN BOARDS AND OTHER INFORMATION

74. Reasonable space will be allowed on bulletin boards for use by the Union to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows or any other place. Posted material shall not be obscene, or of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with employees. All posted material shall be dated, shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely, but in no event shall be displayed for more than two (2) weeks. A department may withdraw the authority to use bulletin board space if material is posted on other than authorized bulletin boards or if material posted on bulletin boards is not in compliance with this Article.

75. The Union or its representatives shall have reasonable access to all work locations to verify that the terms and conditions of this CBA are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such reasonable 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.

76. Union representatives shall also 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.

77. 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.

78. 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.

79. 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.

80. The Department shall provide each employee in classes covered by this CBA a copy of the Civil Service Commission class specification for his/her classification and a copy of the Civil Service Employee Handbook. Copies of this CBA will be available in each unit and with the Department personnel office for loan and for copying at the employee's expense.

81. Upon request by the Union, the City shall provide compensatory balances for affected employees covered by this collective bargaining unit. The City shall make every effort to comply with such requests in a timely manner.

82. Upon request from the Union, the Department will request from the Workers' Compensation division information on a monthly and cumulative annual basis containing information on all work-related injuries and illnesses. Such information shall include the date of the injury or illness and the location or its occurrence. The City reserves its right to withhold any information that may constitute an infringement on the privacy rights of any City employee.

# ARTICLE II. EMPLOYMENT CONDITIONS

## A. NONDISCRIMINATION

83. 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 Union membership or activity, or non-membership.

84. The City and the Union will not tolerate sexual harassment or sexual abuse of any employee covered by this CBA.

85. Any complaints alleging discrimination or sexual harassment will be investigated and resolved in accordance with City and Departmental policy. Any changes in City or Departmental policy will be subject to the meet & confer process with the Union, as required by law. Upon request, each Department shall provide employees with a copy of Departmental procedures.

86. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to this CBA, the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act. No employee seeking promotion, reassignment or transfer shall in any way be discriminated against because of their Union activities.

87. 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.

## B. AMERICANS WITH DISABILITIES/REASONABLE ACCOMMODATION

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

## C. ASSIGNMENT OF WORK

89. Work load shall be equitably distributed among all employees of the work unit, including those covered by this CBA plus State and Federal employees of comparable class. In reference to class 2806, work distribution includes, but is not limited to, epidemiologic interviews, contact follow up and patient screening as long as the application of this Article shall not interfere with proper epidemiologic practices.

90. The Communicable Disease Control Unit of the Department recognizes that on occasion there exists an excessively large volume of the normal mix of high and low risk cases which need epidemiologic services, which may place a burden on the available 2806 and 2808 staff. When such occasions appear prolonged, the Unit will ameliorate such work loads by a combination of

restricting its definition of cases requiring epidemiologic services, and by selectively limiting the application of certain labor intensive epidemiologic activities.

91. Assignments of employees of the Department to particular work duties shall be at the discretion of the employee's supervisor or appointing officer. The Department agrees to give due consideration to seniority, performance, ability and the desires of affected employees prior to making non-emergency assignment. Assignments will not be made either on the basis of favoritism or as discipline except when the employee has been notified of a disciplinary basis for the assignment. Should an employee covered by this CBA allege unfair treatment in such assignment, he/she may seek review of such assignment in accordance with the procedures established in Article I.G (Grievance Procedure & The Discipline Process).

92. Except in cases of emergency need, employees will be given seven (7) working days notice of pending reassignments. When said notice cannot be given, the employee will be informed of the change and the circumstances that required less than seven (7) working days notice as soon as possible. Assignment or reassignment includes change of job duties, change of location, or change of work schedule. Such notice will also apply when there is a change in supervisor. This section is not subject to the grievance procedure.

93. Orientation and training as to the specific requirements of the work in the new assignment will be provided to reassigned employees.

## D. PERSONNEL FILES & OTHER PERSONNEL MATTERS

94. There shall be maintained only one official personnel file for an employee, and the employee shall have access to the file to review the file during normal working hours, upon reasonable request. The personnel files for employees covered by this CBA shall be maintained at the Personnel Office.

95. Personnel Files. No material may be entered into the official personnel file without knowledge of the employee and a copy being given to him/her. An employee will have the option to sign, date and attach a response to material entered in his/her personnel file within thirty (30) days of his/her having knowledge of the entry. Disciplinary records shall remain in an employee’s personnel file for twenty-four (24) months of an employee’s active service in the workplace and, thereafter, may be considered in subsequent disciplinary actions for similar conduct.

96. The above provision shall not apply to disciplinary actions based on the use or being under the influence of drugs or alcohol at work; acts which would constitute a crime; acts which present an immediate danger to the public health and safety; workplace violence; dishonesty including misappropriation of public funds or property; or mistreatment of persons including retaliation, harassment or discrimination of other persons based on a protected class status.

97. Discipline described in the above preceding paragraph may not be considered for subsequent disciplinary actions after seven (7) years.

98. Standards of Performance. The Union recognizes the City's right to establish and/or revise performance levels, norms, or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. Employee(s) who work at less than acceptable levels of performance may be subject to disciplinary measures. Consistent with the Meyers-Milias-Brown Act, the City agrees to meet & confer with the Union to discuss the establishment and effect of an implementation of revised performance levels, norms or standards. However, employee performance evaluations may not be grieved or submitted to arbitration.

99. Review of patient and/or inspection records by supervisors may be made at any time at the discretion of the supervisor as part of normal supervisory responsibilities to review the work of subordinates. Supervisors shall exercise sound supervisory practices by discussing results of record reviews with employees prior to taking any action warranted as a result of such reviews.

## E. SUBCONTRACTING

### 1. "Prop J." Contracts

100. Required Notice of the Union on Prop J. Contracts. The City shall deliver to the Union no later than thirty (30) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.

101. Information Meetings. The Union shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet.

102. The City agrees to discuss and attempt to resolve issues relating to: (a) possible alternatives to subcontracting; (b) questions regarding current and intended levels of service; (c) questions regarding the Controller's certification pursuant to Charter Section 10.104, subsection 15; (d) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; (e) questions relating to the effect on individual worker productivity by providing labor saving devices; and, (f) questions regarding services supplied by the City to the Contractor.

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

### 2. Services Contracts and Advance Notice to Unions on Personal Services Contracts Personal

104. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the union of any personal services contract(s), including a copy of the

draft PSC summary form, where such services could potentially be performed by represented classifications.

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

106. 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 above paragraph.

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

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

## F. EDUCATION, TUITION REIMBURSEMENT, TRAINING AND CAREER DEVELOPMENT

109. The Department will not unreasonably refuse permission for release time without pay for an employee covered by this CBA to attend seminars or training activities selected by the employee designed to increase the capacity of an employee to perform his/her job. Permission for release time shall be subject to staffing requirements of the Department and approved by the supervisor. An employee may also request to attend other related training seminars with pay as part of his/her assignment, and the Supervisor will give due consideration and not unreasonably refuse the request.

110. Training leading to the acquisition of a specialist certification in a waiver program will be available to employees subject to staffing requirements of the Department and approval by the supervisor. This approval will not be unreasonably denied.

111. The City shall budget ten thousand ($10,000.00) dollars during each fiscal year of this agreement for the Employee Development Fund for employee training, education, tuition reimbursement and development. When the City and County of San Francisco or the State requires that employees possess a valid certificate, license or registration (except motor vehicle operator's license) as a condition of employment, the City shall reimburse such employees for any fee involved in the renewal of said certificate, license or registration.

112. Until such funds are exhausted, and subject to approval by the appointing officer or appropriate designee, an employee may utilize up to a maximum of seven hundred ($700.00) dollars per fiscal year for tuition, books, supplies, and other fees for such courses, registration fees, professional conferences, professional association memberships, and/or licenses related to the employee's current classification. Any employee who is entitled to reimbursement under the Employee Development fund during the term of the MOU may apply for such reimbursement at any time during the same fiscal year and will be reimbursed, provided that the funds for that fiscal year have not been exhausted. However, in the event that payment is required for tuition, education, training, and professional conference or coursework in the previous fiscal year, but proof of satisfactory completion is not available until the following fiscal year, the employee shall be eligible for reimbursement for such training or coursework in the next fiscal year out of the next fiscal year's available funds.

113. Encumbered funds will not be paid out until the employee provides proof of satisfactory completion and proof of payment. Funds will not be allocated for tuition reimbursement until the employee submits proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other document shall be deemed evidence of satisfactory completion. Encumbered funds not used by June 30th of each fiscal year shall be released back into the Employee Development Fund to reimburse employees who submitted a Departmentally-approved request for reimbursement during that same fiscal year but who did not receive reimbursement due to the unavailability of funds at the time.

114. In addition, subject to approval by the appointing officer or designee, employees may utilize up to two hundred and fifty ($250.00) dollars of the funds available to them for that fiscal year under this article to pay for up to one-half of the cost of necessary travel outside of the nine Bay Area Counties for approved training. Travel reimbursement rates shall be as specified in the Controller's travel policy memo. However, Employee Development Funds may not be used for food.

115. Unused funds shall not be carried over from year to year and shall not carryover beyond the expiration of this MOU.

116. <u>Eligibility</u>. Any regularly scheduled full-time or part-time City employee who has worked a minimum of one (1) year of continuous service may apply for the Education, Tuition Reimbursement, Training, and Career Development Fund. Such reimbursement shall be for training courses pertaining to professional development and enhancement within the employee's current classification or promotive opportunities from the employee's current classification. The courses must be offered by an accredited institution.

117. <u>Pre-Approval</u>. Application for reimbursement shall be prepared in the manner promulgated by the Department of Human Resources, including but not limited to online forms. Courses require preapproval from the employee's department.

118. <u>Repayment</u>. If an employee resigns from the City within two (2) years following completion of the training course, the amount of the tuition reimbursement shall be repaid by the employee to

the City by cash payment or out of the employee's last pay warrant or, if applicable, retirement earnings.

119. The provisions of this Article shall apply to any new classification added to the Bureau or Environmental Health Services during the term of this CBA, which the Union becomes appropriately recognized to represent.

## G. LABOR/MANAGEMENT COMMITTEE

120. For the term of this MOU, the City and the Union agree to establish at each department a Labor-Management Committee, that shall convene upon the Union's written request. The parties shall meet monthly unless the parties mutually agree otherwise. Each party shall designate a chair, who shall have responsibility to make arrangements for scheduling the labor-management meeting and for drawing up the agenda.

121. a. Unless the parties agree otherwise, up to two (2) employees shall be released, to attend each scheduled meeting, provided the Union has given the Department at least seven (7) calendar days' notice of the employees' selection. If either of the Union's first selections cannot be released due to departmental operational or staffing requirements, the Union may make an alternate selection, provided the Union gives sufficient prior notice.

122. b. Items to be included and discussed at the meetings are to be submitted to the Department at least seven (7) calendar days prior to the scheduled date of the meeting. Items not so submitted need not be responded to at the meeting. Appropriate agenda items for such meetings include:

1. administration of this Agreement;
2. filling of 2806 series vacancies;
3. 6120 and 2806 series issues pertaining to new assignment for members of this bargaining unit, reassignments, regulatory/enforcement procedures, staffing levels, standard operating procedures, and/or performance standards;
4. development of a Health & Safety Ergonomic Program;
5. Health Inspector training program;
6. career development; and
7. For DPH only: parking permits for employees who are required to regularly use their own vehicles for City Business.
8. Additional items mutually agreed-to by the parties for placement on the agenda.

c. Meeting Schedule

123. Both parties agree to schedule the first labor management committee meeting within 90 days of execution of this collective bargaining agreement.

124. The parties agree that participants at these meetings will not have the authority to add to, subtract from, or in any way alter the terms and conditions set forth in this Agreement. Participants at these meetings shall have no right to determine issues under the exclusive jurisdiction of the Civil Service Commission. Finally, the parties agree that matters relating to

pending grievances, discipline or individual performance issues shall not be discussed at these meetings.

## H. PROBATIONARY PERIOD

125. The probationary period, as defined and administered by the Civil Service Commission, shall be Two Thousand Eighty (2,080) hours.

126. The probationary period for a promotive appointment shall be One Thousand and Forty (1,040) hours.

127. The probationary period for an employee on all other job changes including but not limited to bumping and transfer shall be Five Hundred and Twenty (520) hours of service. If the employee is being returned to duty in the same department from which he/she was laid off, he/she shall serve the remainder of any probationary period.

128. A probationary period may be extended by mutual agreement, in writing, between the employee and the Appointing Officer. The employee may request the assistance of the Union (representatives, stewards, or staff) in connection with the extension of probation, in accordance with state law.

## I. MINIMUM NOTICE FOR DISPLACEMENTS

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

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

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

131. It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking floating holidays as described in paragraphs 165, such work will be offered to holdovers in such represented classifications.

# ARTICLE III. PAY, HOURS AND BENEFITS

## A. WAGES

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

| | |
|---|---|
| Effective October 11, 2014: | 3% |
| Effective October 10, 2015 | 3.25% |

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

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

133. All base wage calculations shall be rounded to the nearest salary grade.

## B. WORK SCHEDULES

### 1. Normal Work Schedule

134. For the purpose of computing hours of work, work time will include: all regularly scheduled work; all work performed at the request of the employee's Supervisor or Manager; all time spent attending meetings, whether on or off the employee's regular work site, at the request of the employee's supervisor or manager or other manager with authority to call a meeting; and employees in classification 2806 and 2808 shall not be required to conduct follow-up home telephone calls after work hours.

135. A normal workday is a tour of duty of eight (8) hours completed within not more than nine (9) hours. A normal workweek is a tour of duty on each of five (5) days within a seven (7) day period. Any change to the current Monday through Friday work schedule or current work hours shall be subject to meet & confer as provided in Article I.B. In addition, a shift of ten (10) hours or twelve (12) hours per day may be authorized by the Department as normal for employees covered by this CBA provided that the shift will not result in more than eighty (80) hours of scheduled work per payroll period.

136. All employees shall be eligible to participate in a flexible work schedule which in addition to a normal five (5)-consecutive, eight (8)-hour days ("5/8"), may with the permission of management substitute a four (4)-consecutive, ten (10)-hour days ("4/10"), or a nine (9)-hour, nine (9)-days (less one hour) ("9/80") work schedule. In no case shall this scheduling result in more than eighty (80) scheduled hours of work per payroll period.

2. Part-Time Work Schedules

137. A part-time work schedule is a tour of duty less than forty hours per week. Salaries for part-time services shall be calculated upon the compensation for the normal work schedules proportionate to the hours actually worked.

## C. ADDITIONAL COMPENSATION

138. The City and Local 250-A agree that the following rates of premium pay shall apply to those positions agreed by the parties to be eligible for premium pay. All premium pay shall be for hours actually worked. Premiums shall be calculated against the employee's base rate of pay and may not be pyramided.

139. For example, Employee X earning a base rate of pay of ten dollars ($10/hr.) per hour receives both Premium A (an additional $0.65 per hour) and Premium B (5% increase to base pay). Employee X may NOT add Premium A to her base wage BEFORE calculating Premium B, therefore pyramiding the latter premium. All premiums are separately and independently calculated against the base wage. Therefore the correct pay for Premium A is $0.65 per hour actually worked; Premium B is $0.50 per hour actually worked.

1. Night Duty

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

2. Stand-By Pay

141. 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 the performance of their regular duties, shall be paid the federal minimum wage per hour for the period of such standby service. The issuance of an electronic paging device does not in itself constitute eligibility for standby pay. When such employees are called to perform their regular duties during the period of such standby service, they shall be paid while engaged in such service the usual rate of pay for such service as provided herein. Standby pay shall not be allowed for performing duties which are primarily administrative in nature.

142. No employee shall be compensated for standby service unless the appointing officer assigns said employee to such standby service.

3. Bilingual Pay

143. Employees who are assigned by their department to a "designated bilingual position" for ten (10) or more hours biweekly shall be granted additional compensation of $40.00 biweekly. Employees assigned to a "designated bilingual position" who translate forty (40) or more hours biweekly shall be granted an additional $20.00 biweekly, making a total of $60.00 biweekly. A "designated bilingual position" is a position designated by the department which requires

translating to and from a foreign language including sign language used by the hearing impaired and Braille for the visually impaired.

4. Automobile Allowance And Transportation

144. Employees who travel on a public carrier (including without limitation MUNI or BART) on City Business shall be reimbursed for such travel or provided with the lowest cost "Muni Only" fast passes the employee is eligible to receive. Employees provided with MUNI fast passes will not be reimbursed for BART expenses unless City Business requires the employee to travel outside of the City and County of San Francisco.

145. Employees required to use their own vehicles for City Business shall be reimbursed for mileage expenses incurred at the rate in accordance with the IRS allowance.

146. The City and County shall, in addition, reimburse the employee for all necessary parking meter, authorized parking lot, and toll expenses incurred while in the field. For those days on which the employee is required to have his or her own vehicle for use in City business, the City will reimburse the employee for the cost of parking the vehicle at an approved parking lot near the employee's work site.

147. Employees in classifications 2806, 2808, 2810, 6120, 6122, and 6124 who are required by the Department, by written notice, to have their own vehicle available at the work-site for use in City business for eleven (11) or more days per month, whether or not the vehicle is actually used, shall be granted a $45.00 per month auto allowance in conjunction with said use. For purposes of this Article, work schedules posted by the Department designating employees who are required to have their vehicles shall serve as written notification. This allowance shall be in addition to the other allowances provided in this Article.

148. Employees who are required in writing to use a City vehicle or their personal vehicle for city business and who receive parking tickets for overtime parking in a legal parking area when they are unable to place money in parking meters or move their cars while on duty shall be reimbursed for no more than three (3) parking citations per covered employee per fiscal year of this agreement. Employees requesting reimbursement shall be required to submit documentation in a form designated by department management demonstrating that: (1) the citation was issued for overtime parking in a legal parking area; (2) the citation was issued at a time and location when the employee was acting in the course and scope of her/his employment; and, (3) the reason why the employee was precluded by her/his job duties from putting change into the meter in a timely manner.

5. Acting Assignment Pay

149. Employees assigned by the Department Head or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all the following conditions are met:

- The assignment shall be in writing.
- The position to which the employee is assigned must be a budgeted position.
- The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days.

150. Upon written approval by the Appointing Officer, an employee shall be paid at a step of the higher class which is at least five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Acting assignment pay shall be retroactive to the first day of the assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

151. Requests for classification or reclassification review shall not be governed by this provision.

6. Other Additional Compensation

152. In situations where the City is paid for inspecting food facilities at professional football or weekend or evening baseball games, employees in classifications 6120 and 6122 who volunteer or are assigned to work a professional football or weekend or evening baseball game shall receive a premium of $225 for work performed, irrespective of the number of hours actually worked. Because these classifications are designated as "Z" classes, no overtime compensation shall accrue. The $225 premium is compensation in lieu of any overtime or compensatory time. Sign-up for inspection assignments shall be distributed first on a voluntary, rotational basis, beginning with the most senior 6122, and proceeding to the most senior 6120. If there is an insufficient level of staffing being provided by volunteers, management retains the right of assignment.

7. Public Pay Telephone Calls

153. The City shall reimburse employees for all public pay telephone calls made for the purpose of conducting City business at the rate of fifty cents ($0.50) per phone call.

## D. OVERTIME COMPENSATION & COMPENSATORY TIME

154. Exclusive of part-time employees any time actually worked by an employee in excess of the normal workday or week shall be designated as overtime and shall be compensated at one-and-a-half (1 ½ ) times the base hourly rate. For employees on alternate work schedules, the normal work day consists of the number of hours the employee is regularly scheduled to work. Time worked excludes paid time off except for fixed holidays. For work between 5:00 p.m. and 7:00 a.m. the base hourly rate shall include the night shift differential (as set forth in Article III.C.).

155. Employees working in classifications that are designated 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 working on an alternative work schedule shall be entitled to overtime compensation as provided herein when required to work more than eighty (80) hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

156. 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.

157. 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.

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 and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non “Z” designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

159. Employees occupying executive, administrative or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-a-half times for time worked in excess of normal work scheduled.

160. Overtime compensation, when available, shall be equitably distributed on a voluntary, rotational basis for those employees eligible and desiring overtime compensation. When an overtime assignment must be made, the most senior qualified employees shall be given the first opportunity to volunteer for the overtime assignment. The rotation will proceed to the next most senior, qualified employee and continue down through the seniority list. Overtime shall be equalized among all volunteers on an annual basis. If there is an insufficient number of volunteers, assignment may begin with the least senior employees able to do the work.

## E. HOLIDAYS AND HOLIDAY PAY

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

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Veterans Day
Christmas Day

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

163. 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.

164. FLOATING HOLIDAYS AND PAID FURLOUGH DAYS. In addition to the holidays listed above, the employees covered under this CBA will receive three floating holidays and two paid furlough days. The three floating holidays and two paid furlough days may be taken on days selected by the employee subject to prior scheduling approval of management. Employees must complete six (6) months continuous service to establish initial eligibility for the three floating holidays and two paid furlough days off. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the three floating holidays and two paid furlough days off. The three floating holidays and two paid furlough days off may be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for the three floating holidays and two paid furlough days if not taken off. The three floating holidays and two paid furlough days shall not be considered holidays for purposes of calculating holiday compensation for time worked.

165. Unused floating holidays accrued from July 1, 2010 through June 30, 2013, may be carried over to be used in Fiscal Year 2014-15.

166. During Fiscal Year 2014-15, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.

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

168. HOLIDAYS THAT FALL ON A SATURDAY. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so

that said public offices may serve the public. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

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

170. 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.

171. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY. 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 proceeding a Saturday holiday nor on the Monday following a Sunday holiday.

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

173. HOLIDAY PAY FOR EMPLOYEES LAID OFF. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

174. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION. Persons employed for holiday work only, persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis who 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.

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

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

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

## F. SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

### 1. Promotive Appointment In A Higher Class

179. An employee who has completed a probationary period or six months of service, whichever is less, and who is appointed to a position in a higher classification deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:

180. The employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

181. For purpose of this Article, appointment of an employee as defined herein to a position in any class for which the salary grade is higher than the salary grade of the employee's prior class shall be deemed promotive.

### 2. Non-Promotive Appointment

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

3. Appointment Above Entrance Rate

183. Upon the request of an appointing officer, appointments may be made at any step in the compensation grade upon recommendation of the Human Resources Director under the following conditions:

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

185. b. Loss of compensation would result if appointee accepts position at the normal step; or

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

187. d. The Controller certifies that funds are available. To be considered, requests for adjustment under the provisions of this Article 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.

188. e. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.

4. Reappointment Within Six Months

189. 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

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

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

192. c. Reemployment in an Intermediate Class. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

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

## G. METHODS OF CALCULATION

194. Bi-Weekly. 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.

195. 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.

## H. SENIORITY INCREMENTS

196. 1. Entry At The First Step. Employees may advance to the second step and to each successive step upon completion of the one (1) year required service.

197. A provisional employee, who serves at least six months in the same classification to which he or she is appointed immediately prior to the appointment, shall have a six month credit applied toward advancement to the second step.

198. 2. Entry At Other Than The First Step. Employees who enter a classification at a rate of pay at other than the first step may advance one step upon completion of the one year required service. Further increments may accrue following completion of the required service at this step and at each successive step.

199. 3. Date Increment Due. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class, unless otherwise provided herein.

200. 4. Exceptions

201. a. Satisfactory Performance. For all employees, 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 any intent to withhold a step increase. However, if the unsatisfactory performance occurs within the sixty (60) days before the employee's salary anniversary date, the Appointing Officer shall provide notice of intent to withhold a step increase within a reasonable time. The notice shall be in writing and shall provide a list of reasons and/or explanation for the denial.

202. b. Upon notification of intent to withhold a step increase, management/supervisor shall initiate a performance plan with goals and a timeline to earn the step increase; provided, however, that nothing in this section is intended to or shall make performance plans subject to the grievance procedure. Management/ supervisor may consider the employee's and Union's input in creating the performance plan. The timeline for the plan may be extended by agreement, in writing, executed by the employee, the Union and the supervisor.

203. c. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation(s) may be used as evidence by either party in a grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

204. d. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement on the employee's salary anniversary date the following fiscal year. However, at any time before that date, the Appointing Officer, in his or her sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the Appointing Officer's decision, with no retroactive payment allowed.

205. e. An employee's salary anniversary date shall be unaffected by this provision.

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

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

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

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

## I. WORKERS COMPENSATION LEAVE

1. Supplementation of Disability Indemnity Payments

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

211. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this Article.

212. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave, shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

213. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the

determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

214. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

215. The parties agree, therefore, that this provision clarifies and supersedes any conflicting provision of the Civil Service Commission Rules bargainable and arbitrable under Charter Section A8.409 *et seq.*

2. Return to Work

216. The City will make a good faith effort to return employees covered by this CBA who have sustained an occupational injury or illness to temporary modified duty within the employee's medical restriction. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. When appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and in the employees' department, the employee may be temporarily assigned pursuant to this Article to work in another classification, on a different shift, and/or in another department, subject to the approval of the appointing officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months. Employees assigned to a modified duty assignment shall receive their regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and or out of class assignment pay as may be provided under this agreement.

217. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act (ADA), the Fair Employment and Housing Act (FEHA), and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.

## J. STATE DISABILITY INSURANCE (SDI)

218. The Department of Human Resources certifies to have enrolled all employees covered by this CBA under State Disability Insurance Program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

## K. VACATION

219. Vacations will be administered pursuant to the Administrative Code, Article 11, Sections 16.10 through 16.16 (dated 12/94).

## L. HEALTH AND WELFARE

220. EMPLOYEE HEALTH CARE. For the period January 1, 2014 through December 31, 2014 only, 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.

221. For the period January 1, 2014 through December 31, 2014 only, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan. Thereafter, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan for such employees.

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

Employee Only:

223. Effective January 1, 2015, for medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

Employee Plus One:

224. Effective January 1, 2015, for employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

Employee Plus Two or More:

225. Effective January 1, 2015, for employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

Contribution Cap

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

Average Contribution Amount

227. For purposes of this agreement, and any resulting agreements under paragraph 231, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

228. DEPENDENT HEALTH CARE PICK-UP. For the period July 1, 2014 through December 31, 2014, the City will also contribute a maximum of $225 per month towards each employee's dependent health coverage for the life of the agreement. However, in the event that the cost of dependent care exceeds $225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charged to the employee plus two or more dependents category.

229. DENTAL COVERAGE. The City agrees to maintain its contribution for dental benefits at present levels for the life of the agreement.

230. 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.

231. CONTRIBUTIONS WHILE ON UNPAID LEAVE. 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.

## M. RETIREMENT

232. 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 the 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.

233. All employees shall pay their own retirement contribution in the amount as prescribed in the Charter.

234. The parties reaffirm that all employees covered by the CBA shall be in a full retirement contribution status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.

235. If it is determined through the voter process or through City action as a result of negotiations with any other Miscellaneous bargaining unit (as described by Charter section A8.409) to improve retirement benefits for other Miscellaneous employees, such improvements shall be extended to employees covered by this Agreement. The effective date for such improvements to the Union's retirement benefits shall be the date such improvement are ratified in the other Miscellaneous employees' collective bargaining agreement.

Retirement Seminar Release Time

236. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS or PERS. All such seminars must be located within the Bay Area.

237. 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.

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

## N. LONG TERM DISABILITY INSURANCE

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

## O. VOLUNTEER/PARENTAL RELEASE TIME

240. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).

241. 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.

## P. PAID SICK LEAVE ORDINANCE

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

## Q. AIRPORT EMPLOYEE TRANSIT PILOT PROGRAM

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

## R. PARKING FEE

244. The Union acknowledges that the City intends to propose that the Board of Supervisors approve by ordinance an increase in the maximum amount the City may charge employees to park on certain City properties from the rate of "a Municipal Railway monthly plus $10.00" to an "an SFMTA monthly Fast Pass A plus $30.00." The Union will not oppose this increase, and the Union hereby waives Seal Beach bargaining over this proposed legislation or any type of effects bargaining to the extent that the Board of Supervisors adopts legislation consistent with the City's proposal.

# ARTICLE IV. WORKING CONDITIONS

## A. HEALTH AND SAFETY

245. The parties agree that employees must be able to work in an environment free of drugs and alcohol. It is the parties' goal to: assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse; prohibit the unlawful distribution, dispensing, possession or use of controlled substances; and, encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affects their ability to perform their assigned duties.

246. Towards this end, the parties have implemented the Substance Abuse Prevention Policy (SAPP) (attached as Appendix A) for employees in identified agreed upon positions that are not currently covered by the federal Department of Transportation testing regulations. The SAPP applies to all classifications covered by this Agreement.

247. The City acknowledges its responsibility to provide safe and healthy work environments for City employees and users of City services. Every employee has the right to safe and healthy working conditions. The parties recognize that some duties and physical areas of assignment may be hazardous and/or unsafe by virtue of the nature of the duties and responsibilities involved. The Department agrees to take all reasonable steps to reduce any hazardous or unsafe conditions. The Department and the Union will establish a joint safety committee within sixty (60) days of the execution of this CBA to evaluate such conditions and make recommendations for correction where possible. The Committee shall issue reports to the Department and the Union on an ongoing basis, provided that its first report is submitted no later than sixty (60) days after its first meeting.

248. The Department shall designate rules and regulations governing field safety measures. If mace is provided, the provision of mace, training for use of mace and the conditions under which the use of mace may be allowed are recognized to be within the sole discretion of the Department and shall be subject to departmental rules and regulations. The use and provision of mace shall not be subject to grievance or arbitration.

249. The City shall designate a City Safety Representative. Said representative shall meet with representatives of the Union on all aspects of employee health and safety as it relates to the work site.

250. Eye Examinations. For all covered employees required to use VDTs on average at least two (2) hours per day, the Department will provide a base line eye examination at the Occupational Safety and Health facility ("OSH"), followed by an eye examination at OSH every two years.

251. VDT Breaks. All employees working on VDTs may take breaks away from his/her screen of at least 15 minutes after two (2) hours of VDT work. In the event the VDT break does not coincide with a lunch or rest break, the employee shall perform other work duties, such as filing, etc.

252. Physical Plant. The Department agrees to provide the following physical equipment and work environment for users of VDTs: (a) when requested by the employee, effective glare screens shall be affixed to the front of such machines; (b) adjustable chairs, footrests and tables to allow for

adjustment of individual machines; (c) optimal lighting conditions adapted to accommodate the types of equipment in use at each work site; and, (d) prior to the acquisition of additional or replacement VDTs, the Department agrees to meet and consult with the Union about such equipment.

253. Inspection. The Department will regularly inspect VDTs and maintain such equipment in a proper state.

254. Pregnancy. Upon request, a pregnant employee covered by this CBA shall have the right to be assigned duties or to be temporarily appointed to another position away from VDTs for the duration of her pregnancy.

255. Employees will not be required to transport patients in their own automobile.

256. All divisions/departments within the Bureau of Epidemiology, Disease Control, and AIDS will take all precautionary measures to protect the health and safety of those employees working with "high risk" populations and minimize their exposure to infectious Tuberculosis (TB). Infectious TB refers to active TB in the lungs or larynx with a positive smear for Acid Fast Bacillus (AFB).

257. Within sixty (60) days of the execution of this CBA, each division/department that provides direct clinical services shall request a consultation/evaluation by the Department of Public Health's Division of Environmental Health or the State Hazard Evaluation Section of the work site of all employees covered by this CBA. A written recommendation shall be made regarding ultra-violet (UV) lighting and/or HEPA filter system required and needed to provide adequate protection in work areas with poor ventilation and where "high risk" for TB patient contact is conducted. "High Risk" refers to populations with a substantially increased risk of having active TB, such as homeless, incarcerated persons, persons with AIDS or at risk for HIV infection. A copy of the written recommendations made by the Division of Environmental Health or State Hazard Evaluation Section will be forwarded to the Union no later than thirty (30) days after receipt of such report. The City will identify funds and initiate implementation of the written recommendations within sixty (60) days of the written recommendations and availability of funds. Reasonable time period for completing the work will vary depending on the complexity and cost of the recommendations. Time-line should be guided by the recommendations.

258. Guidelines for tuberculosis control, including lighting and ventilation recommendations, will be maintained at all works site with direct clinical services within ninety (90) days of signing this CBA.

259. Training. Employees performing blood drawing, PPD skin testing and any specimen collection shall be provided with all necessary safety equipment and training in accordance with state standards (see Health and Safety Code section 3194.5).

## B. PROTECTIVE CLOTHING & EQUIPMENT

260. Lab Coats. Lab coats will be available to employees in the City Clinic on request when undertaking activities in which protection is required. The dress standard for employees covered by this CBA shall be no higher than that required of other professionals working in the same unit of the Department. Lab coats also will be available to employees who perform activities

such as blood drawing, PPD skin testing and/or any specimen collection and in which protection is required. The City will provide for the cleaning of above mentioned lab coats.

261. The Department shall provide disposable protective equipment to inspection staff who come into contact with raw human/animal sewage. This equipment will be of such nature as to protect the personal clothing items of the field inspectors exposed to these materials while engaged in investigation or inspection activities. Employees whose clothing are damaged or dirtied on the job while in the performance of normal duties shall submit a claim for reimbursement pursuant to Section 10.25-1 of the San Francisco Administrative Code.

262. Badges. The Department shall provide badges/shields (excluding all accessories) to the Code Enforcement Officers of the 6120, 6122 and 6124 classifications, on a one-time basis. If a badge is lost/stolen, it shall be replaced at the employee's expense. The badges shall be used in the performance of work-related duties and in compliance with departmental standard operating procedures.

## C. CELL PHONES – ENVIRONMENTAL HEALTH INSPECTORS

263. In order to promote communication between office and field staff, in addition to the seven (7) cell phones currently assigned to the toxics management programs, the Environmental Health Section will secure a minimum of thirteen (13) additional phones to be assigned as follows:

- District Offices: 8
- Monitoring Wells: 3
- Housing: 2

264. Employees using personal cell phones will be reimbursed for calls made for the purpose of conducting official City business. Employees who are assigned cell phones are not eligible for reimbursement.

## D. PAPERLESS PAY POLICY

265. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide Paperless Pay Policy. This policy will apply to all City employees, regardless of start date.

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

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

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

269. 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.

270. Grievances brought with respect to this Section III.B, shall be initiated at Step 3 of the grievance procedure. Grievances brought regarding underlying compensation issues will be initiated at Step 1, pursuant to the grievance procedure.

# ARTICLE V. SCOPE

## A SAVINGS CLAUSE

271. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of conflicting with any decree of a court, such invalidation of that part or portion of this CBA shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

## B. ZIPPER CLAUSE/PAST PRACTICE/CIVIL SERVICE RULES/ADMINISTRATIVE CODE

272. 1. 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.

273. The terms and conditions of employment for employees covered by this CBA shall be governed by the terms and conditions established by Charter provisions, ordinances of the Board, relevant rules of the CSC, and by the terms and conditions of employment set forth in this CBA.

274. Provisions of this CBA which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this CBA, it shall be deemed to remain in full operational effect.

275. 2. Past Practices. The parties to this Agreement shall meet for the purpose of enumerating all past practices. The parties shall also meet to identify the current Civil Service Rules that are arbitrable. For the purposes of this Article, a "past practice" shall mean either (i) an agreement between the City and the Union that has been in existence for at least one year and that addresses an appropriate subject to include in the collective bargaining agreement, or (ii) a known and well-established course of conduct that has been in existence for at least one year and that addresses an appropriate subject to include in the collective bargaining agreement. For consideration, all past practices must be identified in writing by the parties no later than August 1, 1998, unless extended by the mutual agreement of the parties.

276. Any disputes regarding whether a past practice exists shall be submitted to binding arbitration no later than February 1, 1999, except that this date may be extended for up to an additional six (6) months if requested by either party. The parties shall mutually agree to an arbitrator, pursuant to the provisions of this Agreement. The arbitrator's sole authority shall be to determine whether a past practice exists, as defined in this Article. The arbitrator's decision shall be final and binding upon the parties, as provided in Charter Section A8.409.

277. All past practices agreed by the parties to be included in the Agreement shall be appended to the Agreement and approved pursuant to the provisions of Charter Section

A8.409, including submission for approval by the Board of Supervisors. All past practices to be included in the Agreement by award shall be appended to the Agreement, subject to implementation pursuant to Charter Section A8.409. Thereafter, all alleged violations of appended past practices will be subject to the grievance and arbitration procedure of the Agreement.

278. There shall be no change or modification of any past practice or other understanding between the parties (except for those matters governed by the Civil Service Rules excluded from arbitration) until the parties reach final agreement on the inclusion of past practices into the agreement or until the arbitration award is issued pursuant to the provisions herein, whichever is later. Thereafter, the parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

279. 3. Civil Service Rules/Administrative Code. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet & confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract.

280. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement.

## C. DURATION OF AGREEMENT

281. This CBA shall be in effect from July 1, 2014 to and through June 30, 2017.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____________ day of ______________________, 2014.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____________________ on ______________________, 2014.

| FOR THE CITY AND COUNTY OF SAN FRANCISCO | FOR THE UNION |
|---|---|
| ___________________________________ | ___________________________________ |
| Micki Callahan Date<br>Human Resources Director | Eric Williams Date<br>President<br>Transport Workers Union, Local 250-A |
| ___________________________________ | ___________________________________ |
| Martin Gran Date<br>Employee Relations Director | Andrew Simmons Date<br>Vice President<br>Transport Workers Union, Local 250-A |
| ___________________________________ | ___________________________________ |
| LaWanna Preston Date<br>Labor Negotiator, Employee Relations | Terrence Hall Date<br>Secretary-Treasurer<br>Transport Workers Union, Local 250-A |

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

___________________________________

Elizabeth Salveson Date
Chief Labor Attorney

## APPENDIX A: SUBSTANCE ABUSE PREVENTION POLICY

1. MISSION STATEMENT

a. Employees are the most valuable resource to the City's effective and efficient delivery of services to the public. The parties have a commitment to foster and maintain a drug and alcohol free environment. The parties also have a mutual interest in preventing accidents and injuries on the job and, by doing so, protecting the health and safety of employees, co-workers, and the public. The City and Union agree that this Policy shall be administered in a non-discriminatory manner.

b. The City wants a safe and healthy workforce and sees drug and/or alcohol addictions as treatable diseases.

c. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.

d. The City is committed to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities.

2. POLICY

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

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

3. DEFINITIONS

a. "Accident" means an occurrence associated with: (a) the operation of a vehicle, including, but not limited to any City owned or personal vehicles used during the course of the employee's work day), power tools, or vessel; or (b) on equipment that is utilized to change the elevation of the employee.

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

c. "Agreement" or "Policy" means "Substance Abuse Prevention Policy" between the City and County of San Francisco and the Union, contained in this Appendix A.

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

e. "Cancelled Test" means a drug or alcohol test that has a problem identified that cannot be or has not been corrected. A cancelled test is neither a positive nor a negative test.

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

g. "Covered Employee" means an employee in a represented classification covered by this Agreement who works in a City crime lab, who is authorized to drive on the Airport Field Area, or who is required in the performance of his or her duties to regularly drive a vehicle or inspect/visit construction sites.

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

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

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

k. "Dilute Specimen" means a specimen with creatinine and specific gravity values that are lower than expected for human urine.

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

m. "Illegal Drugs" or "drugs" refer to those drugs listed in Section 5, except in those circumstances where they are prescribed by a duly licensed healthcare provider. Section 5 lists the illegal drugs and alcohol and the threshold levels for which a covered or prospective employee will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") threshold levels, or U.S. government required thresholds where required, in effect at the time of testing. Section 5 will be updated periodically to reflect the SAMHSA or the U.S. Government threshold changes, subject to mutual agreement of the parties.

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

o. "MRO" means Medical Review Officer

p. "Non-Negative Test" means a test result found to be adulterated, substituted, invalid, or positive for drug/drug metabolites.

q. "Parties" means the City and County of San Francisco and the signatory unions to this Agreement.

r. "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.

s. "Refusing to Submit or Test" means a refusal to take a drug and/or alcohol test.

t. "Safety-Sensitive Function" means the operation of a vehicle (including, but not limited to, any City owned or personal vehicles used during the course of the employee's work day), power tools, vessel, device(s), mechanism(s), or equipment that is utilized to change the elevation of the employee.

u. "Substance Abuse Prevention Coordinator" means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

v. "Split Specimen" means a part of the urine specimen in drug testing that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

w. "Substituted, Adulterated or Diluted Specimen" means a specimen submitted by a covered or prospective employee for which an approved testing laboratory reports the existence of an adulterant, interfering substance and/or masking agent or the sample is identified as a substituted specimen (as such terms are as defined in the DOT regulations, 49 C.F.R. Part 40), which shall be deemed a violation of this policy and shall be processed as if the test results were positive.

4. COVERED CLASSIFICATIONS

All classifications and positions indicated in Section 3(g) above shall be covered by this Policy The parties may add or delete classifications or positions by mutual agreement.

5. SUBSTANCES TO BE TESTED

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

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

b. The City also recognizes that covered employees may at times have to ingest prescribed drugs or medications. If an employee takes any drug or medication known to have potential side effects that may interfere with job performance, the employee is required to immediately notify the designated Department representative of those side effects before performing his/her job functions.

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

d. If an employee is temporarily unable to perform safety sensitive functions because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform non-safety sensitive functions without loss of pay until either the employee is off the prescribed medication or is cleared by a licensed healthcare provider. This reassignment shall last for a period of no more than thirty (30) working days. If, after thirty (30) working days, the employee is still on said medication and/or not cleared by a licensed healthcare provider to perform safety sensitive functions, the City may extend this accommodation for a period not to exceed thirty (30) working days, provided that the healthcare provider certifies that the employee is anticipated to be able to resume safety sensitive functions after that thirty (30) day period. Employees required to submit to testing shall immediately identify all prescribed medication(s) that they have taken.

1 Prescription marijuana is treated as a controlled substance. The City, if deemed necessary, may test for Reasonable Cause/Suspicion and Post-Accident.

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

6. TESTING

I. Reasonable Cause/Suspicion

a. Reasonable cause to test an employee for illegal drugs or alcohol will exist when specific, reliable objective facts and circumstances would create a good faith belief in a prudent person that the employee has used a drug or alcohol. Such circumstances include, but are not limited to, the employee's behavior or appearance while on any City jobsite, while on City business or in City facilities, and recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, that are not reasonably explained by other causes such as fatigue, lack of sleep, proper use of prescription drugs, or reaction to noxious fumes or smoke.

b. Any individual or employee can report an employee who may be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or illegal drugs on the job, two (2) trained employer representatives will verify and document the basis for the suspicion and request testing. The first employer representative shall verify and document the employee's appearance and behavior based on the above-stated indicators and, if necessary, recommend testing to the second employer representative. At work locations within the border of the City and County of San Francisco (including San Francisco International Airport), the second employer representative shall verify and document the appearance and behavior of the employee based on the above-stated indicators and has final authority to require the employee to be tested. At work locations outside the border of the City and County of San Francisco, the second employer representative shall confer with the first employer representative to verify the employee's behavior based on the above-stated indicators, and he or she has the final authority to require the employee to be tested.

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

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

e. The department representative(s) shall be required to accurately document and file the incident and the employee shall be required to complete a consent form prior to any testing. If an employee refuses to be tested, then the City shall treat the refusal as having tested

positive and shall immediately take appropriate disciplinary action pursuant to the attached discipline matrix.

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

II. Post-Accident

a. The City may require a covered employee who was involved in an event that meets any of the following criteria to submit to drug and/or alcohol testing:

(1.) Fatality;
(2.) Employee involved in an on duty vehicular accident resulting in death and/or injury requiring transport for medical treatment;
(3.) Disabling damage to vehicles;
(4.) Damage to machinery, moving parts, or other non-vehicular equipment or structures in excess of $500.00 and
(5.) When reasonable cause/suspicion exists.

b. Following an accident, all covered employees subject to testing shall remain readily available for testing. An employee may be deemed to have refused to submit to substance abuse testing if he/she fails to remain readily available, including notifying a supervisor (or designee) of the accident location or if (s)he leaves the scene of the accident prior to submitting for testing.

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.

7. TESTING PROCEDURES

I. Laboratory

a. The testing shall be done at a certified laboratory in California. Upon advance notice, the parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for alcohol and drugs identified in this policy. The City shall bear the cost of all required testing.

b. Testing procedures, including substances to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs, established by the U.S. Department of Health and

Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Drug tests shall be conducted by laboratories licensed and approved by SAMHSA, which comply with the American Occupational Medical Association (AOMA) ethical standards. Tests shall be by urine screening and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS). Alcohol tests shall be by breathalyzer.

c. A covered or prospective employee presenting herself/himself at a Substance Abuse Prevention Coordinator-approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until (s)he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as "refusing to test."

d. Covered employees, who refuse to test, may be subject to disciplinary action, up to and including termination, pursuant to the attached discipline matrix.

e. The specific required procedure is as follows:

(1.) Urine will be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container that must remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.

(2.) Immediately after the specimen is collected, it will be divided into two (2) urine bottles, which, in the presence of the employee, will be labeled and then initialed by the employee and witness. If the sample must be collected at a site other than the drug and/or alcohol-testing laboratory, the specimens must then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee must be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.

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

f. The initial test of all urine specimens will utilize immunoassay techniques. All specimens identified as positive in the initial screen must be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique that identifies at least three (3) ions. In order to be considered "positive" for reporting by the laboratory to the City, both samples must be tested separately in separate batches and must also show positive results on the GC/MS confirmatory test.

g. All positive drug, positive alcohol or substitute, adulterated or diluted specimens as defined herein must be reported to a Medical Review Officer (MRO). The MRO shall review the test results and any disclosure made by the covered or prospective employee and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO shall make good faith efforts to contact the individual, but failing to make contact within two (2) working days, may deem the individual's result a "lab positive." After the issuance of a "lab positive," the covered employee may be placed on paid administrative leave pursuant to Administrative Code section 16.17, and will be barred from returning to work on paid City leave until (s)he makes a contact with the MRO and the MRO sends the Substance Abuse Prevention Coordinator a written confirmation of a negative result.

h. If the testing procedures confirm a positive result, as described above, the covered or prospective employee and the Substance Abuse Coordinator for the and departmental HR staff or designee City will be notified of the results in writing by the MRO, including the specific quantities. In the event the City proposes disciplinary action, the notice of the proposed discipline shall contain copies of all laboratory reports, forensic opinions, laboratory worksheets, procedure sheets, acceptance criteria and laboratory procedures.

i. In the event of a positive drug or alcohol test, the testing laboratory will perform an automatic confirmation test on the original specimen at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the employee's request and expense. The same, or any other, approved laboratory may conduct re-tests. The laboratory shall endeavor to notify the MRO of positive drug, alcohol, or adulterant tests results within five (5) working days after receipt of the specimen. The employee may request a re-test within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.

j. If the final test is confirmed negative, then the Employee shall be made whole, including, if any, the cost of the actual laboratory re-testing, provided that proper documentation is submitted to the City in a timely fashion.

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

l. All information from a covered or prospective employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the covered or prospective employee or as required by law. The results of a positive drug test shall not be released until the results are confirmed.

II. On-Site

a. The parties agree that for post-accident purposes, the City may conduct "on-site" tests (alcohol breathalyzer testing and "Quicktest" urine testing) and only if any of those tests is "non-negative" will a confirmation test be performed. This on-site test is to enable the covered employee and the City to know immediately whether that employee has been cleared for work.

b. In order to facilitate the on-site urine testing, the parties agree that an individual's sample will be divided into three separate containers. One of the containers will provide a sample for the on-site test that will be read within 5 to 10 minutes of collection. The other two containers will be sealed and sent to the lab, in the event a confirmation is necessary due to a "non-negative" outcome of an on-site test. The laboratory will store the split sample in accordance with SAMHSA guidelines. One of the two samples will be used for a confirmation test and the other will be made available to the employee for testing by a certified laboratory selected by the employee at the employee's expense.

8. RESULTS

a. Any test revealing:

(i) a blood/alcohol level equal to or greater than 0.08 percent (or the established California State standard for non-commercial motor vehicle operations), or when operating a moving vehicle or performing a safety sensitive function as defined in this Policy; or

(ii) a blood/alcohol level equal to or greater than 0.04 percent (or the established California State standard for commercial motor vehicle operations), when operating a commercial vehicle, shall be deemed positive.

b. Substance Abuse Prevention and Detection Threshold Levels

| CONTROLLED SUBSTANCE * | SCREENING METHOD | SCREENING LEVEL ** | CONFIRMATION METHOD | CONFIMRATION LEVEL |
|---|---|---|---|---|
| Amphetamines | EMIT | 1000 ng/ml ** | GC/MS | 500 ng/ml ** |
| Barbiturates | EMIT | 300 ng/ml | GC/MS | 200 ng/ml |
| Benzodiazepines | EMIT | 300 ng/ml | GC/MS | 300 ng/ml |
| Cocaine | EMIT | 300 ng/ml ** | GC/MS | 150 ng/ml ** |
| Methadone | EMIT | 300 ng/ml | GC/MS | 100 ng/ml |
| Opiates | EMIT | 2000 ng/ml ** | GC/MS | 2000 ng/ml ** |
| PCP (Phencyclidine) | EMIT | 25 ng/ml ** | GC/MS | 25 ng/ml ** |
| Propoxyphene | EMIT | 300 ng/ml | GC/MS | 100 ng/ml |
| THC (Marijuana) | EMIT | 50 ng/ml ** | GC/MS | 15 ng/ml ** |

| As outlined in the PUC Project Labor Agreement |
|---|
| * All controlled substances including their metabolite components. |
| ** SAMHSA specified threshold |

9. CONSEQUENCES OF POSITIVE TEST RESULTS

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

b. The covered employee:

(1.) Is confirmed to have tested positive for alcohol or drugs;
(2.) Refuses to be tested; or
(3.) Has submitted a specimen for which an approved testing laboratory reports the existence of an "adulterant", interfering substance, masking agent or the sample is identified as a substituted specimen (as defined herein).

c. If the Union disagrees with the proposed disciplinary action, it may utilize the grievance procedure as set forth in the parties' Memorandum of Understanding, provided, however, that such an appeal must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.

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

10. RETURN TO DUTY

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

11. TRAINING

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

12. ADOPTION PERIOD

This Policy shall go into effect on January 1, 2013.

## 13. JOINT UNION/CITY RELATIONS COMMITTEE

The parties agree to work cooperatively to ensure the success of this Policy. As such, any implementation and other matters of mutual interests concerning this Policy shall be discussed in the parties' Union/City Relations Committee ("UCRC"). The UCRC may also discuss adding or deleting covered classifications or positions from this Policy. The Director of Human Resources shall make a final decision based on the recommendations from the UCRC.

## 14. SAVINGS CLAUSE

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

ATTACHMENT - SAPP MATRIX

| Testing Types/Issues | First Positive/Occurrence | Second Positive/Occurrence |
|---|---|---|
| Reasonable Suspicion | Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment[1.] Return to Duty Test[2], Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances exist.[3] | Will be subject to disciplinary action except where substantial mitigating circumstances exist. |
| Post Accident | Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment[1.] Return to Duty Test[2], Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances exist.[4] | Will be subject to disciplinary action except where substantial mitigating circumstances exist. |
| Alteration of Specimen ("Substituted," "Adulterated" or "Diluted") | Subject to Termination except where substantial mitigating circumstances exist. | Will be subject to disciplinary action except where substantial mitigating circumstances exist. |

| | | |
|---|---|---|
| Refusal to Test | Assumption is a positive result; Referred to Substance Abuse Prevention Coordinator (SAPC). SAPC Recommendation for Treatment.[1] Return to Duty Test.[2] Subject to disciplinary action except where substantial mitigating circumstances exist.[5] | Will be subject to disciplinary action except where substantial mitigating circumstances exist. |
| Failure to Comply with Treatment Program or Return to Work Agreement | Will be subject to disciplinary action except where substantial mitigating circumstances exist. | N/A |

1: Employee may use accrued but unused leave balances to attend rehabilitation program.
2: Employee may not return to work until SAPC certifies that he/she has completed recommended rehabilitation program and has a negative test prior to returning to full duty.
3: Proposed disciplinary action for a first positive test or Refusal to Test to be no more than 15 working days, except in cases resulting in death or serious bodily injury discipline shall include termination of employment. Proposed disciplinary action for Alteration of Specimen shall be termination of employment.
4: Proposed disciplinary action for Reasonable Cause and Suspicion for a first positive test to be no more than 15 working days except in cases resulting in death or serious bodily injury discipline shall include termination of employment. A second positive test within three years may result in more severe proposed disciplinary action, up to and including termination of employment.
5: Proposed disciplinary action for Alteration of Specimen ("Substituted", "Adulterated", or "Diluted") and Refusal to Test for a first positive or occurrence to be no more than 15 working days, except in cases resulting in death or serious bodily injury discipline shall include termination of employment. A second positive test or occurrence within three years may result in more severe proposed disciplinary action, up to and including termination of employment.

Pending results of test, an employee may be removed from duty with pay or assigned non-safety sensitive functions without loss of pay.

Any employee who is subsequently determined to be the subject of a false positive or in the event a department deems the mitigating record may have been altered shall be made whole for any lost wages and benefits and shall have their record expunged. The record of the positive result shall be placed in a sealed envelope and shall not be considered in subsequent disciplinary proceedings.

If the Union disagrees with the proposed disciplinary action, it may utilize the grievance procedure as set forth in the collective bargaining agreement, provided, however, that such an appeal must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.