

**MEMORANDUM OF UNDERSTANDING**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY,  
LOCAL NO. 38**

**JULY 1, 2014 - JUNE 30, 2019**

**Revised Per Amendment #1 to FY 2014-2017 MOU  
Revised Per Amendment #1 to FY 2014-2019 MOU**

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**ARTICLE I - REPRESENTATION**

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the City and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38 (hereinafter "Union").

**I.A. RECOGNITION**

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

CLASS	TITLE	UNIT
1466	Meter Reader	11
6242	Plumbing Inspector	11
6244	Chief Plumbing Inspector	11
6246	Senior Plumbing Inspector	11
7134	Water Construction & Maintenance Superintendent	11
7136	Water Shops & Equipment Superintendent	11
7204	Chief Water Service Inspector	11
7213	Plumber Supervisor I	11
7239	Plumber Supervisor II	11
7240	Water Meter Shop Supervisor I	11
7248	Steamfitter Supervisor II	11
7250	Utility Plumber Supervisor I	11
7284	Utility Plumber Supervisor II	11
7316	Water Service Inspector	11
7317	Senior Water Service Inspector	11
7347	Plumber	11
7348	Steamfitter	11
7349	Steamfitter Supervisor I	11
7353	Water Meter Repairer	11
7360	Pipe Welder	11
7388	Utility Plumber	11
7449	Sewer Service Worker	11
7463	Utility Plumber Apprentice	11

The provisions of this Agreement shall be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this Agreement.

**ARTICLE I – REPRESENTATION**

**I.B. INTENT**

3. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action. Moreover, it is the intent of the Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Mayor has no jurisdiction.

**I.C. NO STRIKE PROVISION**

4. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union and represented employees will not engage in any work stoppage as defined in Charter Section A8.346.

**I.D. OBJECTIVE OF THE CITY**

5. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
6. The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.
7. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures.

**I.E. MANAGEMENT RIGHTS**

8. The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this Agreement is in the jurisdiction of the City. Nothing herein is intended to abridge the meet and confer obligations of the City pursuant to the Meyer-Milias-Brown Act.

**ARTICLE I – REPRESENTATION**

**I.F. EMPLOYEE REPRESENTATIVES**

9. The Business Representatives of the Union shall have reasonable access to the job site during working hours for the purpose of conferring with members of the Union regarding the manner in which compliance with the terms of the Agreement are being met. The Union agrees that such contact will in no way interfere with the work of the Department.

**I.G. SHOP STEWARDS**

10. The Union shall furnish the City with an accurate list of shop stewards. The Union may submit amendments to this list at any time. If a shop steward is not officially designated in writing by the Union, none will be recognized for that area or shift.
11. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level as authorized by the Union.
12. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present an informal grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
13. In emergency situations, where immediate disciplinary action must be taken because of violation of law or a City or departmental rule (intoxication, theft, etc.) the shop steward shall, if possible, be granted immediate permission to leave her/his post of duty to assist in the grievance procedure as authorized by the Union.
14. Shop stewards shall not interfere with the work of any employee.

**I.H. JOINT ADVISORY COMMITTEE**

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

**ARTICLE I – REPRESENTATION**

**I.I. GRIEVANCE PROCEDURE**

16. 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.
17. 1. Definition - A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement, or divisional, departmental or City rules, policies or procedures subject to the scope of bargaining and arbitration as set forth in this Agreement pursuant to Charter Section A8.409 et seq.
18. A grievance does not include the following:
  19. a. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.
  20. b. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within fifteen (15) calendar days from the date of the reprimand.
21. 2. Time Limits - The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. A "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.
21. 3. Steps of the Procedure
  22. a. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.
  23. (1) A grievance affecting more than one employee shall be filed with the management official having authority over all employees affected by the grievance. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
  24. (2) A grievance arising from a final disciplinary decision shall be initiated at the Arbitration Step of this grievance procedure. Such



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grievance may only be filed by the Union.

25.           b.     Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) 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.
26.           If the grievance is not resolved within five (5) working days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
27.           The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.
28.           c.     Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Appointing Officer, in writing, within ten (10) working days of receipt of the Step 1 answer. The Appointing Officer may convene a meeting within ten (10) working days with the grievant and/or the grievant's Union representative. The Appointing Officer shall respond in writing within fifteen (15) working days of the hearing or receipt of the grievance, whichever is later.
29.           d.     Step 3: A grievant dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Director, Employee Relations, in writing, within fifteen (15) working days of receipt of the Step 2 answer. The Director may convene a grievance meeting within ten (10) working days with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within ten (10) working days of the meeting or, if none is held, within ten (10) working days of receipt of the appeal.
30.           e.     Arbitration: If the Union is dissatisfied with the Step 3 answer it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) working days of the 3<sup>rd</sup> Step decision that arbitration is being invoked.
4.           Selection of the Arbitrator
31.           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 five (5) working days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Services.

*ARTICLE I – REPRESENTATION*

32. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days. In the event the parties fail to agree, the arbitrator will be selected by alternate striking from the list supplied by the State Mediation and Conciliation Service.

33. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.

34. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties, costs of the parties transcripts and representation shall be borne by each party.

5. Discipline/Discharge Grievances

Steps of the Procedure (Disciplinary Grievances)

35. a. The City shall have the right to discipline any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period for just cause. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion.

36. b. Suspensions, disciplinary demotions and discharges of non-probationary permanent, temporary civil service and provisional employees who have served the equivalent of a probationary period shall be subject to the following procedure:

37. (1) The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.

38. (2) The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by the City to consider the reply.

39. (3) The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, and any further investigation occasioned by the employee's statements. The employee's representative shall receive a copy of this decision.

40. Disciplinary action, as defined herein, may be appealed to the Employee Relations Director. An appeal will be timely if received or postmarked within fifteen (15) working days of the issuance of the Departmental decision. The Director, ERD, shall review the appeal and issue a final

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City decision no later than fifteen (15) days following receipt of the appeal.

- 41. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) working days following issuance of the final City decision.
- 42. c. Selection of the Arbitrator - Disciplinary/Discharge Grievances - Disciplinary or discharge grievances will be heard by an arbitrator selected in accordance with the procedure in Section I.I.4.  
  
d. Expedited Arbitration
- 43. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors shall be resolved through an expedited arbitration process; however, by mutual agreement, the parties may move such matters out of the expedited process to regular arbitration procedures provided herein.
- 44. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
- 45. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.
- 46. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.
- 47. For Fiscal Year 2014-2015, the City agrees to schedule two arbitrators per month available to conduct expedited arbitrations. The City may, at its sole discretion, cancel any expedited arbitration sessions in time to avoid a cancellation fee if there are no expedited arbitrations calendared for that month. Additional arbitrators may be scheduled for Fiscal Years 2015-2017 if the City and the Union agree that there is sufficient demand to do so.
- 48. 6. Claims - Any claim for monetary relief shall not extend more than thirty (30)

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working days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

- 49. 7. Dismissal - In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.
- 50. 8. During the term of this Agreement, the City's Department of Human Resources (DHR) will keep track of Union grievances as follows. For each grievance at each step of the grievance process, the Union shall be responsible for mailing (or emailing) a copy of the grievance, as well as notification that the grievance is being moved to the next step, to a person designated by the City's Employee Relations Director. The Union shall also be responsible for notifying DHR's designee in writing that the grievance is being moved to arbitration and identifying who the grievance was handed to at Step 1. For each grievance, where the Union has notified DHR as described above, DHR shall record: (a) when the grievance was filed; (b) when the grievance was moved to each successive step; (c) when the arbitration was calendared for arbitration; (d) when the arbitration took place; and (e) when the arbitration decision was issued or, in the alternative, whether the grievance was resolved in another manner; provided, however, that DHR shall only be responsible for recording the cited information if the union provides it.

**I.J. DUES DEDUCTION**

- 51. The Union may exercise the privilege of dues deductions and voluntary political action committee deductions and shall pay the reasonable costs of this service. The Controller of the City and County of San Francisco shall establish the costs and the procedures for initiating and maintaining this service. Membership dues shall be administered through payroll deduction upon proper authorization from the affected employee. Dues deduction shall continue when an employee is on leave status and receiving any form of wage payment from the City, excluding workers compensation or disability-related compensation. If the City is supplementing the pay (e.g. with vacation or sick pay) of any individual out on workers compensation or disability leave, the City shall deduct and remit dues from the supplemental pay.

**I.K. AGENCY SHOP**

- 52. 1. Application

Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Unit 11 when on paid status.

- 53. 2. Agency Shop Fee

**ARTICLE I – REPRESENTATION**

All current and future employees of the City as described in the Application Section hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed service fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.

3. Religious Exemptions

54. Any employee of the City in a classification described in the Application Section hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee, if such employee shall make a qualified charitable contribution at the time and manner herein prescribed:
55. a. The Qualified Charitable Contribution shall be the payment of a sum equal to the initiation fee, agency fee and general assessments and shall be paid in the amounts and at the times said fees and/or assessments would otherwise be due and payable if the employee were not exempt under this paragraph.
56. b. The Qualified Charitable Contribution shall be paid to any qualified charity so long as such charity remains exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
57. c. Payment of Qualified Charitable Contributions by persons and at the times and manner described in this paragraph shall be a condition to continued employment. The employee shall supply the City and Union with an acknowledgement of receipt from the qualified charity or other satisfactory evidence on a monthly basis that the Qualified Charitable Contribution has been paid in a timely fashion.
58. d. Any dispute between the Union and an employee as to whether an employee meets the eligibility requirements for payment of Qualified Charitable Contributions shall, at the request of the Union or affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association. The employee and Union shall

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each bear one-half of the cost of said arbitration, including: the fee of the American Arbitration Association and the arbitrator. The cost of a certified transcript of the same proceedings shall be paid by the party requesting same.

59. 4. Management, Confidential and Supervisory Designations

The provisions herein shall not apply to employees in management or supervisory classifications or to individual employees of the City who are represented by the Union and who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.

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

61. The City agrees to discuss with the Union the designation of represented employees who have been previously designated as management, confidential, or supervisory. The City will provide available information on positions so previously designated. Following such discussion, if it is determined that the Union was not properly notified in the past of such designations, any disputes regarding such designations will be submitted to an Administrative Law Judge in accordance with the Employee Relations Ordinance within 120 days of the effective date of this Agreement.

62. 5. Notice and Method of Payment

The Union shall give all non-member employees of represented bargaining units written notice of their obligation to either join or pay an agency shop fee as a condition of continued employment.

63. a. Payment Deduction: Payment by payroll deduction shall be made in the amount of the agency shop fee. The Controller shall make such service fee deductions from the regular payroll warrant of each City employee described in the Application Section herein.

64. b. The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying and service fees. All such lists shall contain the employee's name,

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employee number, department and amount deducted.

65. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

66. 6. Failure to Pay Agency Shop Fee

In the event an employee fails to make payments as required by this agreement, the Union may give written notice of such fact to the City and the employee. In the event such notice is given, a representative of the Union, a representative of the City and the affected employee shall, within three (3) work days of such notice (excluding Saturdays, Sundays, and holidays), meet for the purpose of hearing the employee's position regarding non-payment, thoroughly explaining the circumstances to the employee and to work out a solution to any existing problems, satisfactory to the Union. If the employee has not paid the required dues or fees (including general assessments) or initiation fee and the matter is not resolved to the satisfaction of the Union, the Union may request in writing that the employee's employment be terminated. Upon receipt of such request, the City shall commence the termination process of said employee.

67. 7. Revocation of Agency Shop

The Agency Shop provisions herein covering the aforementioned bargaining unit or subunit may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.

68. 8. Financial Reporting

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

69. 9. Indemnification

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

70. 10. Hudson Compliance

The Union shall comply with the requirements set forth in Chicago Teachers

**ARTICLE I – REPRESENTATION**

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

**I.L. APPRENTICESHIP PROGRAM**

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

72. 1. Subject to the ratios established by the apprenticeship program, the City, at its own discretion, may choose to fill a journey-level vacancy with either a journey-level worker or an apprentice; and

73. 2. The salaries of new hires into the apprentice program shall be:

Time in Apprenticeship Program	Step	Compensation as a % of full journey Plumber (Class 7347)
Less than 6 months	1	60%
≥ 6 months but < 12 months	2	62.5%
≥ 12 months but < 18 months	3	65%
≥ 18 months but < 24 months	4	67.5%
≥ 24 months but < 30 months	5	70%
≥ 30 months but < 36 months	6	72.5%
≥ 36 months but < 42 months	7	75%
≥ 42 months but < 48 months	8	77.5%
≥ 48 months but < 54 months	9	80%
More than 54 months	10	82.5%

74. The following journey-level classes (“Apprenticeable Classes”) shall be eligible for an apprenticeship program:

- 7347 Plumber
- 7348 Steamfitter
- 7388 Utility Plumber

75. This provision shall not affect the existing appointment step for any classification other than those for Apprenticeable Classes.

76. The parties shall use all reasonable efforts to implement promptly apprenticeship programs. The parties agree to conclude discussions regarding the development of apprenticeship programs no later than December 31, 2006. The discussions will include



***ARTICLE I – REPRESENTATION***

consideration of whether to implement a City-specific program or to become involved in and potentially have a representative on the existing Local 38 Joint Apprenticeship Training Committee. The current Apprenticeship program will continue under the status quo until the terms of the revised program are agreed upon by the parties.

**ARTICLE II - EMPLOYMENT CONDITIONS**

**II.A NON DISCRIMINATION**

77. No employee shall be appointed, reduced, or removed, or in any way favored or discriminated against because of his social, political, or religious opinions or affiliations or because of race, national origin, marital status, age or sex.
78. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights pursuant to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act.
79. Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the City and County shall also have the right to refuse to join or participate in the activities of employee organization. Employees shall also have the right to represent themselves individually in their employment relations with the City and County.

**II.B. DISABILITIES**

80. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Agreement shall be interpreted, administered and applied in a manner consistent with such statutes. The City reserves the right to take any action necessary to comply therewith.

**II.C. EMPLOYEE LISTS**

81. The City will provide the Union with a list of new hires and separations.

**II.D. LAYOFFS**

82. Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to "as needed" employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

**ARTICLE II – EMPLOYMENT CONDITIONS**

83. Layoffs shall be administered pursuant to current practice, except that an employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first occur within the department that effected the layoff in question prior to City-wide bumping.

**II.E. MINIMUM NOTICE FOR DISPLACEMENTS**

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

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

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

**II.G. COMPLIANCE WITH CODES**

86. All work performed by employees covered by this Agreement shall conform to all applicable codes.

**II.H. PERSONNEL FILES**

87. Materials relating to disciplinary actions in the employee's personnel file which have been in the file two (2) years or more shall not be used. Upon written request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be removed to the extent legally permissible provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
88. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee.

**ARTICLE II – EMPLOYMENT CONDITIONS**

- 89. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office, or in larger departments, at the various divisional personnel offices of the department.
- 90. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon written request, according to departmental procedure.
- 91. The City shall notify and provide a copy to the Union and the employee of any derogatory material placed in his or her personnel file and allow him or her to provide a response, although the employee is under no obligation to respond and no adverse inference shall be inferred if the employee chooses not to respond.
- 92. With written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon written request, according to departmental procedure.
- 93. With the approval of her/his supervisor, an employee may request that material relevant to performance, commendations, training or other job related documents, be included in the personnel file.
- 94. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. Presentation of the charging letter will signify the initiation of the disciplinary action.

**II.I. SUBCONTRACTING**

1. Prop J Contracts

- 95. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
- 96. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
- 97. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,

*ARTICLE II – EMPLOYMENT CONDITIONS*

- 98. i. possible alternatives to contracting or subcontracting;
- 99. ii. questions regarding current and intended levels of service;
- 100. iii. questions regarding the Controller's certification pursuant to Charter Section 8.300-1;
- 101. iv. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
- 102. v. questions relating to the effect on individual worker productivity by providing labor saving devices;
- 103. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2. Personal Services Contracts

- 104. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the affected union(s) 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. b. If the Union wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after the union’s receipt of the department’s notice.
- 106. c. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
- 107. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it

**ARTICLE II – EMPLOYMENT CONDITIONS**

will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.

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

3. Advance Notice to Employee Organizations of the Construction/Maintenance or Job Order Contracts

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

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

111. c. If an employee organization wishes to meet with a department over a proposed construction/maintenance contract and/or task order/work order, the employee organization must make its request to the appropriate department within ten calendar days after the receipt of the department's notice. The parties shall meet and discuss, within ten calendar days of receipt of request to meet and discuss, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the employee organization, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

112. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph c.

**ARTICLE II – EMPLOYMENT CONDITIONS**

113. e. The City agrees to provide the San Francisco Building Trades Council with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

**II.J. PROBATIONARY PERIOD**

114. The probationary period as defined and administered by the Civil Service Commission shall be:
115. 2080 hours for new appointees.
116. 1040 hours for a promotive appointment.
117. 520 hours for any other appointment type (i.e. bumping, transfers).
118. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee’s probationary period as defined and administered by the Civil Service Commission. Provided however, upon permanent appointment, all employees must serve no less than a 173 hour probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.
119. The parties may extend the duration of the probationary period by mutual consent in writing.

**II.K. BARGAINING UNIT WORK**

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

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

**III.A. WAGES**

121. 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 (except for classifications 6242 Plumbing Inspector, 6244 Chief Plumbing Inspector, and 6246 Senior Plumbing Inspector) will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as  $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$ , which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

Effective October 8, 2016, classifications 6242 Plumbing Inspector, 6244 Chief Plumbing Inspector, and 6246 Senior Plumbing Inspector will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as  $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$ , which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

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

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

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

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

**III.B. MAINTENANCE AND CHARGES**



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

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

**III.C. WORK SCHEDULES**

124. 1. **NORMAL WORK SCHEDULES** - The normal work week for employees in covered classifications shall be forty (40) hours. The forty (40) hour work week shall consist of five (5) consecutive days encompassing eight (8) hours working time completed within not more than nine (9) hours.

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

126. The purpose of this Article is to define the normal work day and week. It is not to be read as a guarantee of a particular number of hours of work or a particular schedule of work.

127. a. Employees shall receive no compensation when properly notified (2hr. notice) that work applicable to the classification is not available because of inclement weather conditions.

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

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

130. d. **Voluntary Reduced Work Week** - Employees in any covered classification, upon the recommendation of the Appointing Officer, with the consent of the Union, and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours within a normal week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.

131. e. **Mandatory Furloughs**  
The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.

**III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES**

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

**III.E. ADDITIONAL COMPENSATION**

Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.

133. 1. NIGHT DUTY - Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of 5:00 p.m. and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and 7:00 a.m. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and 7:00 a.m.
134. Employees of Camp Mather who during the summer season work a tour of duty of eight hours completed within thirteen consecutive hours shall be paid \$5.00 per day above the compensation to which they are otherwise entitled.
135. 2. STAND-BY PAY - Employees who, as part of the duties of their positions are required by the Appointing Officer or designee to standby when normally off duty to be instantly available on call for immediate emergency service to perform their regular duties, shall be paid twenty (20%) percent of their regular straight time rate of pay for the period of such standby service. When such employees are paged or called to perform their regular duties during the period of such standby service, they shall be paid while engaged in such service at the usual rate of pay. Notwithstanding the general provisions of this section, standby pay shall not be allowed for positions with duties which are primarily administrative in nature. Standby assignments at Millbrae location will be done on a rotational basis but only one person will be on standby.
136. No employee shall be compensated for standby service unless the Appointing Officer, with the approval of the Board or Commission, where applicable, shall have filed with the Department of Human Resources a report of the necessity for such standby service and other conditions pertaining to the employee's availability for emergency callback service, and a report of the names, classification, rates of pay and work and standby schedules of the employees assigned to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors.
137. The provisions of this article authorizing standby pay do not apply to classifications designated by a "Z" symbol and which would qualify for

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

designation as executive under the duties test provisions of the Federal Fair Labor Standards Act. Provided, however, that if such compensation is expressly requested and approved in accordance with the procedures in this section as set forth below, employees in the classification categories referenced in this sub-section shall be eligible for standby compensation.

138. Departments that currently administer standby on an equitable basis (e.g., rotation systems and wheels) will continue to administer standby on an equitable basis. In the event that Departments change standby rotation systems and wheels for operational needs, standby will continue to be distributed on an equitable basis.
139. 3. **CALL BACK** - Employees called back to their work locations, except those at remote locations where City supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's work day shall not be adjusted to avoid the payment of this minimum. Time spent from the time the employee accepts the call to the time work commences shall be applied to the above compensation rule, up to sixty (60) minutes.
140. 4. **CONTAINER CRANES** - Port employees of the Maintenance Department who are assigned to work full-time in watch-standing, maintenance and/or repair of container cranes shall be paid at a rate of fifteen (15%) percent above the base hourly rate for their classification for those hours actually worked on the cranes at the crane site.
141. 5. **LEAD WORKER PAY** - Employees in non-supervisory classes, when approved in writing by their supervisor or foreperson as a lead worker, shall be entitled to a ten dollar (\$10.00) per day premium when required to perform any two of the following: plan, design, sketch, layout, detail, estimate, order material or take the lead on any job when at least two employees in the same class are assigned. Only one employee may be designated Lead Worker on any job.
142. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.
143. 6. **HOURS BETWEEN SHIFTS** - Employees working in classifications represented by Plumbers Union, Local 38, shall be permitted fifteen and one-half (15-½) hours off between the end of his or her regular shift and the beginning of his or her next shift. All hours worked within the hours off designated in this section shall be compensated at the overtime rate of time and one-half (1-½).
144. 7. **HEIGHT WORK PAY** - Height Work is described as work performed two floors or fourteen feet (whichever is less) above ground or water.

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

145. All employees covered by this Agreement who are required to perform Height Work from a Bos'n Chair, or boom or similar equipment as determined by the Appointing Officer shall be compensated at the rate of \$2.00 per hour above the base rate of pay for the hours actually spent doing height work in the Bos'n Chair, or boom or similar equipment as determined by the Appointing Officer.
146. 8. BILINGUAL PAY - Employees who are assigned by their Department to a "Designated Bilingual Position" approved by the Department of Human Resources shall be granted an additional compensation of \$40.00 bi-weekly. A "Designated Bilingual Position" is one designated by the Department which requires translating to and from a foreign language including sign language as used by the hearing impaired, for a minimum of ten (10) hours bi-weekly.
147. 9. UNDERWATER DIVING PAY - Employees shall be paid \$18.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving. Such assignments will be for an eight (8) hour minimum.
148. 10. WASTE WATER TREATMENT FACILITY - Employees in the following classes who are regularly assigned to a Waste Water Treatment Facility shall receive \$4.00 per day:
- 7347 Plumber
  - 7348 Steamfitter
  - 7213 Plumber Supervisor
  - 7349 Steamfitter Assistant Supervisor
  - 7360 Pipe Welder
149. 11. SEWER SERVICE CAMERA OPERATOR PREMIUM – Any Sewer Service Worker (7449) required to attend training and become certified to operate a camera as a t.v. technician shall receive a three percent (3%) premium. These premiums will be paid only when the certifications are current.
150. 12. EPOXY PREMIUM - An epoxy premium of \$1.00 per hour will be authorized for those hours actually spent in the application of epoxy, primer and/or glue.
151. 13. CORRECTIONAL FACILITY PREMIUM - A premium of \$2.00 per hour shall be paid to all employees in covered classifications when working in a secured and restricted area of the correctional facilities listed below.
152. This premium shall not be added to the employee's base rate of pay for the purpose of calculating overtime.

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

153. Those facilities where this premium shall apply are listed below:
- 1) County Jail Facilities in San Bruno
  - 2) Youth Guidance Center (a) 375 Woodside, San Francisco (b) Log Cabin Ranch in La Honda
  - 3) Hall of Justice in San Francisco
  - 4) County Jail located at 425 7<sup>th</sup> Street
  - 5) San Francisco General Hospital
154. 14. TRAVEL EXPENSE - No later than the first pay period after September 1, 2012, active represented employees who received Travel Expense pay in Fiscal Year 2011-2012 shall receive a one-time lump sum payment equal to the amount of Travel Expense pay they received in Fiscal Year 2011-2012.
15. TRAVEL FOR TEMPORARY ASSIGNMENTS
155. If a department temporarily assigns an employee(s) to work at another location, the City shall provide the employee(s) transportation in City-owned vehicles(s) for travel with no loss of pay, provided that the employee's regular and temporary work locations are not both within the City and County of San Francisco. In these circumstances, the employee will first report to his/her regularly-assigned work location and then travel to the temporary work location.
156. The provision in the paragraph above shall not apply to employees who must be temporarily reassigned due to facility closure. In the event of such closure, the City will provide the Union with notice and an opportunity to meet and confer over the impact of the closure.
157. 16. AUTOMOBILE ALLOWANCE - Any employee in an "Inspector" classification covered by this Agreement who is required to drive his/her own automobile on City business shall receive an automobile allowance of \$100.00 per month when such vehicle is used six (6) or more working days per calendar month.
158. 17. ACTING ASSIGNMENT PAY An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day to day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay upon completion of the tenth (10<sup>th</sup>) workday within a sixty (60) working-day period of such assignment; after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.
159. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum rate of the salary grade of the class to which temporarily assigned.

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

Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

160. Acting assignments are intended to be used for short-term temporary assignments of six months or less.
161. 18. SUPERVISORY DIFFERENTIAL ADJUSTMENT - The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
162. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
163. b. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
164. c. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
165. d. The salary grade of the supervisor is less than one full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee supervised. In determining the salary grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the salary grade the top step of which is closest to the flat rate so converted shall be deemed to be the salary grade of the flat rate classification.
166. e. The adjustment of the salary grade of the supervisor shall be to the nearest salary grade representing, but not exceeding, one full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee supervised.
167. If the application of this Section adjusts the salary grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this Agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions herein are also met.
168. f. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year

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upon which the employee became eligible for such adjustment under these provisions.

169. g. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.

170. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).

171. i. It is the responsibility of the Appointing Officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.

172. j. An employee shall be eligible for supervisory differential adjustments only if he/she actually supervises the technical content of subordinate work and possesses education and/or experience appropriate to the technical assignment.

173. 19. **DISTRIBUTION OPERATORS CERTIFICATE**  
Employees who are in positions which require possession and maintenance of a Distribution Operators Certificate, will receive a 5% premium. This premium will be paid only when the certifications are current.

174. 20. **BACKFLOW, BOILER AND CFC CERTIFICATIONS** – Employees who are in positions which require possession and maintenance of Backflow, Boiler, or CFC Certifications, will receive a 3% premium. These premiums will be paid only when the certifications are current.

175. 21. **PLUMBING INSPECTORS CERTIFICATION PREMIUMS**  
Any represented inspectors in classifications 6242 Plumbing Inspector, 6244 Chief Plumbing Inspector, and 6246 Senior Plumbing Inspector who hold certifications in the following IAPMO or equivalent categories shall be granted additional premium pay as follows above the base rate per hour for each such certification. The combined total of these premiums shall not exceed 5%. Effective July 1, 2015, the combined total of these premiums shall not exceed 6%. These premiums will be paid only when the certifications are current.

Certified Plumbing Inspector	3%
Wet Side Piping Inspector	3%

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

Corrugated Stainless Steel Inspector	3%
Plans Examiner	2%
Mechanical Inspector	2%

176.           22.     **PARKING TICKETS (PLUMBING INSPECTORS ONLY)**  
Any represented inspectors in classifications 6242 Plumbing Inspector, 6244 Chief Plumbing Inspector, and 6246 Senior Plumbing Inspector who are assigned city vehicles to perform work-related activities, who receive parking citations for meters, yellow zones or truck loading zones may submit the citation to his/her supervisor. Tickets issued for violations other than those referenced above (i.e., meters, yellow zones and/or truck loading zones) or tickets incurred outside of work hours (work hours include overtime assignments) are the responsibility of the employee.
177.           23.     **WASTE WATER COLLECTION LICENSE PREMIUM**  
Employees who, as part of the duties of their position, are required by the Appointing Officer in writing and by the State of California to possess and maintain a Wastewater Certification shall be paid a 3% premium. In such event, it is the employee’s obligation to keep the license/certificate current.

**III.F. OVERTIME COMPENSATION**

178.           Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable; provided that employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
179.           The use of any sick leave shall be excluded from determining hours worked in excess of forty (40) hours in a week for determining eligibility for overtime payment. The provisions of this paragraph do not apply to mandatory emergency overtime, which is to be compensated at the rate of time and one half.
180.           Absence from duty because of leave with pay, military leave with pay, annual vacation or legal holidays shall be considered as time worked in computing a work week for overtime purposes.
181.           There shall be no eligibility for overtime assignment if there has been sick pay, sick leave



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or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.

182. No appointing officer shall require an employee not designated by a "Z" symbol 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 this agreement.
183. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.
184. 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.
185. A non-"Z" classified employee who is appointed to a position in another department shall have his or her entire compensatory time balances paid out at the rate of the underlying classification prior to appointment.
186. A non-"Z" classified employee who is appointed to a position in a higher, non-"Z" designated classification or who is appointed to a position in a "Z" designated classification shall have his or her entire compensatory time balances paid out at the rate of the lower classification prior to promotion.
187. Employees working overtime at the end of their regular shift may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes before the commencement of the overtime period. Employees working more than four (4) hours of overtime may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes prior to the assigning of further overtime.
188. Overtime shall be distributed on an equitable basis (e.g. rotation wheel, sign up, etc.).

**III.G. HOLIDAYS AND HOLIDAY PAY**

189. A holiday is calculated based on an eight hour day. The following days are designated as holidays:
  - January 1 (New Year's Day)
  - the third Monday in January (Martin Luther King, Jr.'s birthday)

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the third Monday in February (Presidents' Day)  
the last Monday in May (Memorial Day)  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (Columbus Day)  
November 11 (Veterans' Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)

190. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
191. The City shall accommodate religious belief or observance of employees as required by law.
192. In addition, included shall be 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.

**1. FLOATING HOLIDAYS**

193. Five (5) days off in each fiscal year may be taken on days selected by the employee subject to the approval of the Appointing Officer subject to prior scheduling approval of the Appointing Officer. Employees (both full time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed basis shall not receive the additional floating days off. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year shall not exceed the total number of floating holidays received in the previous fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. No compensation of any kind shall be earned or granted for floating days off not taken.
194. **2. 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.
195. **3. HOLIDAYS THAT FALL ON A SATURDAY** - For those employees assigned to a work week of Monday through Friday, and in the event a legal

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

196. 4. **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 in the amount of 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 off in lieu of paid overtime pursuant to the provisions herein.
197. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of-one-and-one-half times for work on the holiday.
198. 5. **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 preceding a Saturday holiday nor on the Monday following a Sunday holiday.
199. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday through Friday work schedule.
200. 6. **HOLIDAY PAY FOR EMPLOYEES LAID OFF** - An employee who is

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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.

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

202. 8. **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.

203. 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.

204. 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.

**III.H. TIME OFF FOR VOTING**

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

**III.I. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

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

207. 2. Subject to the Controller's certification of available funds and procedures to be established by the Department of Human Resources, appointments may be made by an Appointing Officer at any step in the salary grade under the following conditions:

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208. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.
209. b. Loss of compensation would result if appointee accepts position at the normal step.
210. 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.
211. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinions warrants appointments above the entrance rate.
212. 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.
213. 3. **PROMOTIVE APPOINTMENT IN A HIGHER CLASS** - An employee following completion of the probationary period or six months of continuous service, and who is appointed to a position in a higher classification, shall have his/her salary adjusted to that step in the promotive class as follows:
214. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the salary grade over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
215. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly salary grade and shall not be above the maximum of the salary range of the promotive class.
216. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary grade of the employee's class shall be deemed promotive.
217. c. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to the

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

218. 4. REAPPOINTMENT WITHIN SIX MONTHS - 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

219. 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.

91. 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 reemployed in the same class after such layoff shall be paid the salary step attained prior to layoff.

221. 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.

222. 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.

**III.J. METHODS OF CALCULATION**

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92. BI-WEEKLY - An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
224. PER DIEM OR HOURLY - An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

**III.K. SENIORITY INCREMENTS**

225. 1. ENTRY AT THE FIRST STEP - Full-time employees entering at the first step may advance to the second step upon completion of six months of continuous service and to each successive step upon completion of the one year of continuous service. Part-time regularly scheduled employees may advance to the second step upon completion of 1040 continuous hours of service, and to each successive step upon completion of 2080 continuous hours of service.
226. 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.
227. Apprenticeable classes and related supervisory classes shall continue to be appointed at step 5.
228. 3. DATE INCREMENT DUE - Increments shall accrue and become due and payable on the next day following completion of required service, unless otherwise provided herein.
229. 4. EXCEPTIONS
- a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee may receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
230. b. When records of service required for advancement in the step

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increments within a salary grade are established and maintained by electronic data processing, then the following shall apply:

- 231. (1) An employee shall be compensated at the beginning step of the salary grade plan, unless otherwise specifically provided for herein. Employees shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
- 232. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
- 233. (3) Advancement through the increment steps of the salary grade may accrue and become due and payable on the next day following completion of required service, provided that the above procedure for advancement to the salary grade increment steps is modified as follows:
  - 234. (a) An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the calendar year.
  - 235. (b) An employee who during that portion of his/her anniversary year is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
- 236. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.
- 237. c. Satisfactory Performance. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that



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time period, the Appointing Officer shall provide reasonable notice of at least 5 days of his/her intent to withhold a step increase at that time.

238. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee in relation to determining whether an employee has performed satisfactorily for purposes of determining whether a step advancement should be withheld.
239. If an employee's step advancement is withheld, that employee shall be eligible for a step advancement upon his/her next anniversary (increment) due date. An employee's anniversary date shall be unaffected by this provision.
240. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
241. Withholding of step advancement shall not affect an employee's wage increases as provided for in Article III.A. Wages.

**III.L. SICK LEAVE WITH PAY LIMITATION**

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

**III.M. WORKERS COMPENSATION**

243. 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.
244. Pursuant to Civil Service Rule 120.24, an employee returning from disability leave as defined by CSC Rule 120.24 will accrue sick leave and/or supplemental disability credits at an accelerated rate.

**III.N STATE DISABILITY INSURANCE (SDI)**

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245. Employees in the bargaining unit(s) covered by this agreement shall be enrolled in the State Disability Insurance Program, the cost of which coverage is to be borne by the individual employee through payroll deduction at a rate established by the State of California Employment Development Department.

**III.O. VACATION**

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

**III.P. HEALTH AND WELFARE**

247. 1. EMPLOYEE HEALTH CARE - The City shall provide employee only health care as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage.

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

1) MEDICALLY SINGLE EMPLOYEES

248. Effective January 1, 2014 through December 31, 2014, for “medically single employees” (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the “medically single employee” (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City’s premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution", one hundred percent (100%) of the premium.

249. 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.

2) DEPENDENT HEALTH CARE BENEFITS- Amount of Employee Contribution to be paid by the City.

250. From January 1, 2014 through December 31, 2014 for Dependent Coverage (Employee Plus One; Employee Plus Two More), the City shall contribute \$225 per month per employee to provide for dependent

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coverage for employees with one or more dependents. 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.

b. Health Coverage Effective January 1, 2015

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

1) Employee Only:

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

2) Employee Plus One:

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

3) Employee Plus Two or More:

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

4) Contribution Cap

255. 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.

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5) Average Contribution Amount

256. For purposes of this agreement, and any resulting agreements under paragraph 253, to ensure that all employees enrolled in health insurance through the City’s Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City’s health insurance premium contribution under the Percentage-Based Contribution Model is less than the “average contribution,” as established under Charter section A8.428(b), then, in addition to the City’s contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual “average contribution.” The parties intend that the City’s contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

c. Health Medically Single Employees Outside of Health Coverage Areas

257. The provisions in paragraphs 243, 244, and 247 above shall not apply to “medically single employees” (Employee Only) who are permanently assigned by the City to work in areas outside the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such “medically single employees” (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees’ own health care benefit coverage.

d. Agreement Not to Renegotiate Contributions in 2014

258. The terms described in paragraphs 246 through 251 above will be effective in calendar year 2015, and the parties agree not to seek to modify this agreement through the term of any MOU entered into prior to, or in the spring of, 2014.

e. Other Terms Negotiable

259. While the parties have agreed in paragraph 253 not to negotiate any changes to the Percentage-Based Contribution Model, the parties are free to make economic proposals to address any alleged impact of the health contribution levels described above or other health related issues not involving the percentage-based contribution model (e.g. wellness and transparency).

f. Other Agreements

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260. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model to the Union as a substitute.
261. 2. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND - The City will continue to pay a stipend to eligible employees pursuant to the Annual Salary Ordinance Section 2.1.
262. 3. DENTAL COVERAGE - Each employee covered by this Agreement shall be eligible to participate in the City's dental program.
263. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.
264. 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.
265. 4. 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.
266. 5. HEALTH BENEFITS FOR TEMPORARY EXEMPT AS-NEEDED EMPLOYEES - Effective July 1, 2012, temporary exempt as-needed employees who are not eligible for coverage under the San Francisco Health Services System, or who are not enrolled as a dependent in a health care plan offered through the City's Health Services System, shall be eligible for health coverage through the San Francisco Health Plan Healthy Workers Program (Program); provided that, to enroll in the San Francisco Health Plan, the employee meets the eligibility requirements for the Program as established by the Department of Human Resources.

**III.Q. RETIREMENT**

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267. Represented employees agree to pay their own employee retirement contribution to SFERS. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the total employee retirement contribution to SFERS.
268. Any City pick-up of an employee’s contributions shall not be considered as part of an employee’s compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

**PRE-RETIREMENT PLANNING SEMINAR**

269. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
270. 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.
271. All such seminars must be located within the Bay Area.
272. This section shall not be subject to the grievance procedure.

**III.R. LEAVES OF ABSENCE**

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

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

274. 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).
275. 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

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the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

**III.T. LONG TERM DISABILITY**

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

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

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

**ARTICLE IV - WORKING CONDITIONS**

**IV.A. DIRECT DEPOSIT OF PAYMENTS**

278. 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.
279. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Employees may print out their pay advice(s) during regular working hours. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.
280. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
281. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
282. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
  2. Switch from the direct deposit option to the pay card option, or vice versa;
  3. Obtain a new pay card the first time the employee’s pay card is lost, stolen or misplaced;
283. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.
284. Prior to implementing the “Paperless Pay Policy,” the City will give all employee



**ARTICLE IV – WORKING CONDITIONS**

organizations a minimum of 30-days’ advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

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

**IV.B. SAFETY EQUIPMENT**

285. Departments shall provide the safety equipment mutually agreed as necessary between the Union and the appropriate department in compliance with Cal-OSHA requirements.

**IV.C. PROTECTIVE OVERALLS/WORK PANTS**

286. The City agrees to provide annually five (5) pairs of overalls (or work pants) for employees in classifications covered herein when, in the judgment of the appointing officer, such employees are assigned to duties requiring protective clothing. Where specified herein, the employee may choose to receive overalls/coveralls or work pants. The cost of overalls and laundry of the same shall be paid by the City. An Appointing Officer and the Union may mutually agree to substitute one additional pair of overalls in lieu of providing laundry services.

287. The City agrees to provide foul weather gear consisting of hat, coat, pants and boots when required to perform their normal work duties in the rain.

288. The City agrees to provide five (5) pairs of protective coveralls (or work pants) for the following classifications:

Plumber Inspector  
Senior Plumbing Inspector

289. The cost of protective coveralls (or work pants) and laundry of the same shall be paid by the City. As an alternative, at an employee’s request a department may pay each employee a clothing allowance of equal value as agreed upon between the Union and the Department.

**IV.D. SAFETY**

290. The City agrees to maintain safety standards as required by the pertinent provisions of Cal-OSHA. Allegations of violations are subject to Cal-OSHA law and procedure.

291. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented

**ARTICLE IV – WORKING CONDITIONS**

employees as required by the pertinent provisions of Cal-OSHA.

292. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify her/his supervisor and the Department's safety committee and/or safety officer. The safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the safety officer, and until the officer has made her/his determination, the employee shall not be required to perform the disputed assignment, and shall be assigned other work.
293. If the safety officer determines that the complaint is valid, her/his determination, including recommendations regarding abatement procedures or employee assignments, shall immediately be submitted to the departmental management for resolution. In the event that there is no concurrence between the employee's good faith belief that a hazardous or unsafe condition exists, and the safety officer's determination that such is not the case, the employee shall continue with the assignment.
294. The safety issue, however, would be appealable by the employee. Said appeal would have to be filed with the Appointing Officer, in writing, within seven (7) calendar days of the safety officer's determination.
295. The appeal will be processed through an expedited proceeding. The expedited hearing shall be before a Health and Safety expert to be mutually selected by the parties. This individual shall serve as the Health and Safety expert on all appeals until the parties mutually agree to remove him/her, or for twelve (12) months, whichever comes first. The Health and Safety expert will hear the matter and will make a finding and a recommendation on only the safety issue.
296. After receipt of the appeal, the Appointing Officer will contact the Union within three (3) working days to acknowledge receipt of the appeal, and will also contact the Health and Safety expert to arrange for a hearing date. A hearing on the matter will be scheduled as soon as the Health and Safety expert is available. The parties shall not use briefs. The expert will use every effort to issue a bench recommendation followed by a written decision. Transcription by a certified court reporter shall be taken, but shall be transcribed only at the direction of the health and safety expert.
297. Each party shall bear its own expenses in connection with the Health and Safety expert hearing process. All fees and expenses of the expert and the court reporter and transcript, if any, shall be shared equally by the parties.
298. In cases where the department does not have a safety officer, the employee shall have the option to appeal the safety issue directly with the Appointing Officer for resolution as detailed above.

**ARTICLE IV – WORKING CONDITIONS**

**IV.E. SUBSTANCE ABUSE PREVENTION POLICY**

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

**IV.F. ADDITIONAL WORKING CONDITIONS**

300. 1. No-cost Parking - The City has committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on City-controlled property, where available; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs. Effective July 1, 2013, MTA employees shall be required to pay for their own parking based on fees established by MTA.
301. 2. Water Meter Readers: The City may continue to provide use of city vehicles for 1466 Water Meter Readers for the execution of their job duties. The City will provide up to a total of two MTA parking placards for Water Meter Readers who are not provided a city vehicle. If a Water Meter Reader is not provided a city vehicle nor an MTA parking placard, the City will reimburse the employee for reasonable parking expenses.
302. 3. Security of Employees Effects and Tools - Lockers will be available for covered employees as provided by their department.
303. 4. Power and Hand Tools – Covered employees will be provided with the tools to perform their duties.
304. 5. Work shoes (work boots) – Covered employees will be provided with safety shoes (Red Wing Mobile) in compliance with Cal-OSHA regulations to be provided on an annual basis.
305. 6. Prescription safety glasses/face shields/goggles - Covered employees will be provided with prescription safety glasses, face shields and/or goggles in compliance with Cal-OSHA regulations.
306. 7. Safety Meetings and Training - Safety meetings shall be held in compliance with Cal-OSHA regulations.
307. 8. Safety Equipment and Change of Work Clothing - Covered employees will be provided with safety equipment and changes of work clothing in compliance with Cal-OSHA regulations- to be provided on an annual basis.
308. 9. City Departments shall make available to represented employees, City-provided boots and clothing, no later than December 31<sup>st</sup> of each year such boots and/or clothing are to

**ARTICLE IV – WORKING CONDITIONS**

be provided in accordance with this MOU.

- 309. 10. Rain Gear and Boots - Covered employees will be provided with foul weather gear, rain clothes and boots when required to work in the rain or other unreasonably wet conditions and jackets when required to work in cold conditions.
- 310. 11. Hearing protection - Covered employees will be provided with hearing protection devices in compliance with Cal-OSHA regulations.
- 311. 12. Cleanup time (1/2 hour) – Covered employees will be provided with appropriate clean-up time (no more than 30 minutes per day) at the end of their daily assigned shift.
- 312. 13. Vehicles – Covered employees may take City vehicles home when assigned by their supervisor.
- 313. 14. Camp Mather - Covered employees assigned to work at Camp Mather shall be paid travel time to and from Camp Mather. Overtime Work schedules at Camp Mather shall continue per current practice, described below. The Recreation and Parks Department shall seek voluntary sign-up four (4) weeks prior to the Spring and Fall tours of duty. The Recreation and Parks Department shall make best efforts to continue the current practice as follows:

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

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

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

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

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

- 314. In the event the Recreation and Parks Department cannot offer weekday and/or weekend overtime work, the parties shall meet to discuss the availability of overtime work and make best efforts to resolve any disagreements that may arise. Room and board while at Camp Mather are provided per the Annual Salary Ordinance. All employees assigned to work at Camp Mather shall be paid travel time to and from Camp Mather.
- 315. 15. Breaks/Meal Time - Covered employees will be provided with two (2) break periods during their regular shift of fifteen (15) minutes, one approximately two (2) hours after the start of the shift and the other approximately two (2) hours before the end of the shift. Covered employees will be provided with an unpaid meal break of not less than thirty

*ARTICLE IV – WORKING CONDITIONS*

(30) minutes approximately mid shift.

316. 16. Top Person When Working in a Boat - The City acknowledges for health and safety reasons, that when a bargaining unit employee is assigned to work in a boat, there shall be another bargaining unit employee assigned to be in radio contact with the crew and foreperson.
317. 17. Current overtime rotations systems/overtime wheels will continue in effect for the term of the agreement.

**ARTICLE V – TUITION REIMBURSEMENT**

**V.A. TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT**

318. TUITION REIMBURSEMENT - The City will allocate \$7,500 per fiscal year for covered employees for the Tuition Reimbursement Program. Employees may be reimbursed up to a maximum of \$750 per fiscal year for classes and/or training which will enhance an employee's work skills. Tuition reimbursement must be approved by the employee's Appointing Officer and be in accordance with procedures determined by the Human Resources Director.
319. The City will continue to reimburse employees for the cost of required training, training materials, and or required re-certifications.
320. PROFESSIONAL DEVELOPMENT – The City shall issue a one-time, lump sum payment of five hundred dollars (\$500) to each represented employee for employee professional development. Payment shall be made in July 2006.

**ARTICLE VI - SCOPE**

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

**VI.A. SAVINGS CLAUSE**

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

**VI.B. ZIPPER CLAUSE**

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

**CIVIL SERVICE RULES/ADMINISTRATIVE CODE**

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

**VI.C. DURATION OF AGREEMENT**

326. This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, 2019, with no reopeners except as specifically provided herein.





**GLOSSARY**  
**CIVIL SERVICE COMMISSION JURISDICTION**

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

**LEAVES OF ABSENCE**

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

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

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### APPENDIX A SUBSTANCE ABUSE PREVENTION POLICY

#### 1. MISSION STATEMENT

- a. Employees are the most valuable resource in the City's effective and efficient delivery of services to the public. The parties have a commitment to prevent drug or alcohol impairment in the workplace and to foster and maintain a drug and alcohol free work environment. The parties also have a mutual interest in preventing accidents and injuries on the job and, by doing so, protecting the health and safety of employees, co-workers, and the public.
- b. In agreeing to implement this Substance Abuse Prevention Policy (SAPP), the parties affirm their belief that substance abuse is a treatable condition. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.
- c. The City is committed to preventing drug or alcohol impairment in the workplace, and to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities. In addition, the City maintains a drug and alcohol free workplace policy in its Employee Handbook.

#### 2. POLICY

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

#### 3. DEFINITIONS

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

- (1) There is a fatality, loss of consciousness, medical treatment required beyond first aid,

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## APPENDIX A

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

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- m. "Equipment" includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee's paid work time); firearms when a firearm is required, and approved by the Appointing Officer, to be carried and used by the Covered Employee; banding tools; band-it; power tools; bucket truck; or equipment that is used to change the elevation of the Covered Employee more than five (5) feet.
- n. "Illegal Drugs" or "drugs" refer to those drugs listed in Section 5.a. Section 8.a. lists the drugs and alcohol and the threshold levels for which a Covered Employee will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") threshold levels, or U.S. government required threshold levels where required, in effect at the time of testing, if applicable. Section 8.a. will be updated periodically to reflect the SAMHSA or U.S. government threshold changes, subject to mutual agreement of the parties.
- o. "Invalid Drug Test" means the result of a drug test for an oral fluid specimen that contains an unidentified adulterant, or an unidentified substance, that has abnormal physical characteristics, or that has an endogenous substance at an abnormal concentration -preventing the laboratory from completing or obtaining a valid drug test result.
- p. "MRO" means Medical Review Officer who is a licensed physician certified by the Medical Review Officers Certification Council or U.S. Department of Transportation responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
- q. "Non-Negative Test" or "positive test" means a test result found to be Adulterated, Substituted, Invalid, or positive for alcohol or drug metabolites.
- r. "Oral Fluid" means saliva or any other bodily fluid generated by the oral mucosa of an individual.
- s. "Parties" means the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 38.
- t. "Policy" means "Substance Abuse Prevention Policy" or "Agreement" between the City and County of San Francisco and the Union and attached to the parties' Memorandum of Understanding ("MOU").
- u. "Prescription Drug" means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.
- v. "Refusal to Submit," "Refusing to Submit," "Refuse to Test," or "Refusal to Test" means a refusal to take a drug and/or alcohol test and includes, but is not limited to, the following conduct:

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

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### 4. COVERED CLASSIFICATIONS

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

### 5. SUBSTANCES TO BE TESTED

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

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

b. Prescribed Drugs or Medications.

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

- (1) Upon receipt of a signed release from the Covered Employee's licensed healthcare provider, the department representative may consult with Covered Employee's healthcare provider to confirm specific job duties that the employee can perform while on prescribed medication. If the employee's healthcare provider is not readily available, or none is given, the department representative may consult with any City-licensed healthcare provider before making a final determination whether the employee may perform his/her job functions. However, if an employee, at the time of notification, brings in a medical note from the healthcare provider who prescribed the medication clearing the employee to work, then the City shall not restrict that employee from performing his or her job functions.
- (2) If a Covered Employee is temporarily unable to perform his or her job because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform a temporary modified duty assignment consistent with the employee's medical restrictions without loss of pay until either the employee is off the prescribed medication or is cleared by a licensed healthcare provider. This temporary modified duty reassignment shall last for a period of no more than thirty (30) working days. If, after thirty (30) working days, the employee is still on said medication and/or has not

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been cleared by a licensed healthcare provider to return to work without restrictions, the City may extend the temporary modified duty assignment for a period not to exceed thirty (30) working days, provided that the healthcare provider certifies that the employee is reasonably anticipated to be able to return to work without restrictions after that thirty (30) day period. Employees who are unable to return to work under this provision shall be referred to the Department's human resources representative designated to engage with employees regarding possible reasonable accommodation under state and federal disability laws.

### 6. TESTING

#### I. Reasonable Suspicion Testing

- a. Reasonable suspicion to test a Covered Employee will exist when contemporaneous, articulable and specific observations concerning the symptoms or manifestations of impairment can be made. These observations shall be documented on the Reasonable Suspicion Report Form attached to this Appendix as Exhibit B. At least three (3) indicia of drug or alcohol impairment must exist, in two (2) separate categories, as listed on the Reasonable Suspicion Report Form. In the alternative, the employer representatives must confirm direct evidence of drug or alcohol impairment as listed on the Reasonable Suspicion Report Form.
- b. Any individual or employee may report another employee who may appear to that individual or employee to be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or drug use or impairment in the workplace, two (2) trained supervisory employer representatives will independently verify the basis for the suspicion and request testing in person. The first employer representative shall verify and document the employee's appearance and behavior and, if appropriate, recommend testing to the second employer representative. The second employer representative shall verify the contemporaneous basis for the suspicion. If reasonable suspicion to test a Covered Employee arises between 11:00 p.m. and 7:00 a.m., or at a location outside the geographic boundaries of the City and County of San Francisco (excluding San Francisco International Airport), and where a second trained supervisory employer representative cannot reasonably get to the location within thirty (30) minutes, then the second employer representative shall not be required to verify the basis for the suspicion in person, but instead shall verify by telephone or email. After completing the verification, and consulting with the first employer representative, the second employer representative has final authority to require that the Covered Employee be tested.
- c. If the City requires an employee under reasonable suspicion to be tested, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that he or she will be tested (up to a maximum of one hour) for the employee to obtain representation. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that he or she will be tested.
- d. Department representative(s) shall document the incident. If a Covered Employee Refuses to

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Submit to testing, then the City shall treat the refusal as a positive test, and shall take appropriate disciplinary action pursuant to the attached discipline matrix.

### II. Post-Accident Testing

- a. The City may require a Covered Employee who caused, or may have caused, an Accident, based on information known at the time of the Accident, to submit to drug and/or alcohol testing.
- b. Following an Accident, all Covered Employees subject to testing shall remain readily available for testing. A Covered Employee may be deemed to have refused to submit to substance abuse testing if he or she fails to remain readily available, including failing to notify a supervisor (or designee) of the Accident location, or leaving the scene of the Accident prior to submitting to testing.
- c. Nothing in this section shall delay medical attention for the injured following an Accident or prohibit an employee from leaving the scene of an Accident for the period necessary to obtain assistance in responding to the Accident or to obtain necessary emergency medical care.
- d. If the City requires a Covered Employee to be tested post-Accident, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that he or she will be tested (a maximum of one hour) for the employee to obtain representation provided that the union representative meet the employee at the Accident site, work location or testing center as determined by the City. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that he or she will be tested.
- e. As soon as reasonably possible after the occurrence of an Accident, the supervisor or other City representative at the Accident scene shall make best efforts to contact the Department of Human Resources (DHR) or designee, and DHR or designee shall then make best efforts to telephone the union(s) first designated representative on file with DHR representing the Covered Employee(s) involved in the Accident. If the first designated representative does not answer, DHR or designee shall leave a voice mail message notifying the union of the Accident and telephone the union(s) second designated representative on file with DHR. For purposes of this paragraph, a designated representative shall be any union officer or employee whose telephone number is on file with DHR for the purpose of Accident review. The union may change the designated representative, in writing, as necessary from time to time, but it is the sole responsibility of the union to ensure that a current telephone number (with voice mail capability) for two designated representatives are on file with DHR.

## 7. TESTING PROCEDURES

### I. Collection Site

- a. If there is a trained Collector available on site, the City may conduct “on-site” tests

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Memorandum of Understanding/July 1, 2014 - June 30, 2019

City and County of San Francisco and  
Plumbers and Pipe Fitters Local 38



## APPENDIX A

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

- b. If a trained Collector is not available on-site, the staff of a collection facility under contract to the City, or the City's drug testing contractor shall collect oral fluid samples from Covered Employees to test for prohibited drugs.
  - (1.) A Covered Employee presenting herself/himself at the approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until (s)he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as a “Refusal to Submit.”
- c. Covered Employees who Refuse to Test may be subject to disciplinary action, up to and including termination, pursuant to Exhibit A.
- d. Alcohol and drug testing procedures.
  - (1.) Alcohol Testing Procedure. Tests for alcohol concentration on Covered Employees will be conducted with a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Alcohol tests shall be by breathalyzer using the handheld Alco-Sensor IV Portable Breath Alcohol Analyzer device, or any other U.S. Department of Transportation (DOT) approved breath analyzer device.
  - (2.) Drug Testing Procedure. Tests for drugs shall be by oral fluid collection. The oral fluid specimens shall be collected under direct visual supervision of a Collector and in accordance with the testing device manufacturer’s recommended procedures for collection. Screening results may be provided by the Collector or by a laboratory. Confirmation tests shall be conducted at a laboratory.
  - (3.) The Covered Employee being tested must cooperate fully with the testing procedures.
  - (4.) A chain of possession form must be completed by the Collector, hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
- e. After being tested for drugs, the Covered Employee may be barred from returning to work until the department is advised of the final testing result by the MRO. During that period, the Covered Employee will be assigned to work that is not safety-sensitive or placed on paid administrative leave for so long as the Covered Employee is eligible for such leave under the terms of the applicable provision of the City’s Administrative

## APPENDIX A

Code. The test shall be deemed a negative test if the MRO has not advised of the final testing result by the time the Covered Employee's paid leave has expired under the terms of the applicable provision of the City's Administrative Code.

### II. Laboratory

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

### III. Medical Review Officer (MRO)

- a. All positive drug, or Substituted, Adulterated, positive-Diluted Specimen, or Invalid Drug Test, as defined herein, will be reported to a Medical Review Officer (MRO). The MRO shall review the test results, and any disclosure made by the Covered Employee, and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive.
- b. When the laboratory reports a confirmed positive, Adulterated, Substituted, positive-Diluted, or Invalid test, it is the responsibility of the MRO to: (a) make good faith efforts to contact the employee and inform him or her of the positive, Adulterated, Substituted, positive-Diluted, or Invalid test result; (b) afford the employee an opportunity to discuss the test results with the MRO; (c) review the employee's medical history, including any medical records and biomedical information provided by the Covered Employee, or his treating physician, to the MRO; and (d) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. Employees shall identify all prescribed medication(s) that they have taken. If the Covered Employee fails to respond to the MRO within three (3) days, the MRO may deem the Covered Employee's result as a positive result.

## APPENDIX A

- c. The MRO has the authority to verify a positive or Refusal To Test without interviewing the employee in cases where the employee refuses to cooperate, including but not limited to: (a) the employee refused to discuss the test result; or (b) the City directed the employee to contact the MRO, and the employee did not make contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the Covered Employee is tested.
- d. If the testing procedures confirm a positive result, as described above, the Covered Employee and the Substance Abuse Prevention Coordinator (SAPC) for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. The results of a positive drug test shall not be released until the results are confirmed by the MRO. The Covered Employee may contact the SAPC, or the MRO, to request a drug or adulterant retest within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.
- e. A drug test result that is positive and is a Diluted Specimen will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require that the employee take an immediate retest. If the retest yields a second negative Diluted Specimens result, the test will be treated as a normal negative test, except in the case of subsection (f).
- f. If the final test is confirmed negative, then the Employee shall be made whole, including the cost of the actual laboratory re-testing, if any. Any employee who is subsequently determined to be subject of a false positive shall be made whole for any lost wages and benefits, and shall have their record expunged.
- g. The City shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
- h. All information from a covered employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated or pursuing disciplinary action based upon a violation of this policy. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Covered Employee or as required by law.

## 8. RESULTS

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

**APPENDIX A**

deemed positive. Any test revealing controlled substance confirmation level as shown in the chart below shall be deemed a positive test.

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

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

**9. CONSEQUENCES OF POSITIVE TEST RESULTS**

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

1. Is confirmed to have tested positive for alcohol or drugs;
  2. Refuses to Submit to testing; or
  3. Has submitted a specimen that the testing laboratory report is an Adulterated or Substituted Specimen.
- a. If the Union disagrees with the proposed disciplinary action, it may use the grievance procedure as set forth in the parties' MOU, provided, however, that such a grievance must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.
  - b. All proposed disciplinary actions imposed because of a positive drug/alcohol test(s) shall be administered pursuant to the disciplinary matrix set forth in Exhibit A. Subject to good cause, the City may impose discipline for conduct in addition to the discipline for a positive drug/alcohol test. The positive test may be a factor in determining good cause for such additional discipline.

## APPENDIX A

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

### 10. RETURN TO DUTY

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

### 11. TRAINING

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

### 12. ADOPTION PERIOD

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

### 13. JOINT CITY/UNION COMMITTEE

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

### 14. SAVINGS CLAUSE

Notwithstanding any existing substance abuse prevention programs, if any provision of an existing department policy, rule, regulation, or resolution is inconsistent with or in conflict with any provision of this policy, this policy shall take precedence. Should any part of this policy be

## APPENDIX A

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

**EXHIBIT A**

**CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE**

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

<sup>1</sup>. Employee may use accrued but unused leave balances to attend a rehabilitation program.

**EXHIBIT B**

**REASONABLE SUSPICION REPORT FORM**

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

Employee Name: \_\_\_\_\_

Department: \_\_\_\_\_; Division and Work Location: \_\_\_\_\_

Date and Time of Occurrence: \_\_\_\_\_; Incident Location: \_\_\_\_\_

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

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

**Section II**

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

**1. SPEECH:**

- \_\_\_ Incoherent/Confused
- \_\_\_ Slurred

**2. BALANCE:**

- |                             |                          |
|-----------------------------|--------------------------|
| ___ Swaying                 | ___ Reaching for support |
| ___ Staggering              | ___ Falling              |
| ___ Arms raised for balance | ___ Stumbling            |

**3. AWARENESS:**

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

**4. APPEARANCE:**

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



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

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

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**Section IV**

In addition to completing the narrative in Section III above:

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

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

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

Print name of first on-site Supervisor Employee Representative \_\_\_\_\_

Signature \_\_\_\_\_ DATE: \_\_\_\_\_

Print name of second Supervisor Employer Representative \_\_\_\_\_

Signature \_\_\_\_\_ DATE: \_\_\_\_\_

APPENDIX B

UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

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

II. Notice and Access

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

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

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

C. Notice

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

## APPENDIX B

regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

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

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- F. Alternate Procedures:** In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.
1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
  2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
  3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.
- G. Process for Periodic Union Orientations:** By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

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

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

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

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

### **III. Data Provisions**

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

### **IV. Hold Harmless**

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

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**ATTACHMENT A**

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

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

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

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