



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**AND**

**THE TRANSPORT WORKERS' UNION, AFL-CIO  
LOCAL 250-A  
AUTOMOTIVE SERVICE WORKERS (7410)**

**JULY 1, 2022– JUNE 30, 2024**

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## **ARTICLE I - REPRESENTATION**

### **PREAMBLE**

1. This Collective Bargaining Agreement (hereinafter "CBA") is entered into by the City and County of San Francisco (hereinafter "CITY") through its designated representative acting on behalf of the Mayor in consultation with the Board of Supervisors, and the Transport Workers Union of America, AFL-CIO, and Local 250-A, Transport Workers Union (hereinafter "UNION").

### **ARTICLE I - REPRESENTATION**

#### **I.A. RECOGNITION**

2. The CITY acknowledges that the UNION has been certified as the recognized employee representative, pursuant to the provisions set forth in the CITY's Employee Relations Ordinance for the following classification:

7410 Automotive Service Worker – Unit 29

#### **I.B. INTENT**

3. It is the intent of the parties that the provisions of this CBA shall not become binding until ratified by the Board of Supervisors and by the membership of the UNION.
4. Provisions of this CBA which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted, or modified by the terms of this CBA, it shall be deemed to remain in full operational effect.
5. The employees covered by this contract will be indemnified and defended by the CITY for acts within the course and scope of their official employment in accordance with the applicable requirements of state law. This Article is for informational purposes only and is not subject to grievance or arbitration.

#### **I.C. NO STRIKE PROVISION**

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

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

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

## **ARTICLE I - REPRESENTATION**

### **I.E. MANAGEMENT RIGHTS**

8. The UNION recognizes the CITY's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The CITY recognizes the UNION's or the employee's right to grieve the effect of and implementation of the revised performance levels, norms, or standards.

### **I.F. UNION REPRESENTATIVES**

9. The UNION shall furnish the CITY with an accurate list of Union representatives. The UNION may submit amendments to this list at any time because of the permanent absence of a designated Union representative. If a Union representative is not officially designated in writing by the UNION, none will be recognized.
10. The UNION and the CITY recognize that it is the responsibility of the Union representative to assist in the resolution of grievances or disputes at the lowest possible level. No more than two Union representatives representing a particular worksite may assist in the resolution of grievances or disputes arising in that worksite. Should that Union representative be unavailable, a Union representative representing another shop may substitute.
11. While handling grievances or meeting with CITY representatives concerning matters affecting the working conditions and status of employees covered by this CBA, the Union representative shall be allowed time off during normal working hours to perform such duties without loss of pay, provided, however, that time off for investigation shall be reasonably related to the difficulty of the grievance. The Union representative shall not be paid overtime if UNION duties carry the employee past the employee's normal duty schedule. Union representatives shall request time off at least 48-hours in advance of the time off requested, where practicable.
12. If, in the judgment of the supervisor, permission cannot be granted immediately to the Union representative to investigate or present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the Union representative was denied permission.
13. In handling grievances, the Union representative shall have the right:
14.
  1. to consult with an employee regarding the presentation of a grievance or dispute after the employee has requested the assistance or presence of the Union representative;
15.
  2. to present to a supervisor a grievance or dispute which has been requested by an employee or group of employees to present for resolution or adjustment;
16.
  3. to investigate any such grievance or dispute so that such grievance or dispute can be properly discussed with the supervisor or the designated representative; and,
17.
  4. to attend meetings with supervisors or other CITY representatives when such meetings are necessary to adjust grievances or disputes.

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18. 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 Union representative shall, if possible, be granted immediate permission to leave the Union representative's post of duty to assist in the grievance procedure.
19. Union representatives shall not interfere with the work of any employee.
20. Union representatives shall receive timely notice of and shall be permitted to make appearances at all departmental orientation sessions in order to distribute UNION materials and to discuss employee rights and obligations under this CBA.

### **I.G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS**

21. 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.
22.
  1. Definition. A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement, including discipline and disciplinary discharge of employees. A grievance does not include written reprimands, provided however, that employees shall be entitled to submit a written rebuttal to any written reprimand within thirty (30) calendar days from the date of the reprimand. The CITY will include any timely rebuttal in the employee's official personnel file with the reprimand. Civil Service Rule "Carve-outs" are not subject to the grievance procedure nor may be submitted to arbitration.
23.
  2. Time Limits. The time between the Steps may be extended by mutual agreement in writing. Failure by the employee or UNION to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the CITY to follow the time limits shall serve to move the grievance to the next step.
24.
  3. Grievance Initiation. Only permanent non-probationary employees may grieve (appeal) disciplinary suspensions or disciplinary discharges. Only the UNION shall have the right on behalf of a disciplined or discharged employee to appeal a disciplinary or discharge action, and it must initiate this grievance at Step 2 of the grievance procedure.
25.
  4. Steps of the Procedure. An employee having a grievance may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor. The employee may have a UNION representative at this discussion. If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the grievant may pursue the grievance further.
26. Step 1 / Intermediate Supervisor. The employee and the employee's representative shall submit a written statement of the grievance to the intermediate supervisor within fifteen (15) calendar days after the facts or event giving rise to the grievance, or within fifteen (15) calendar days from such time as the employee or UNION should have known of the occurrence thereof except for cases alleging sexual harassment, in which

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case the time limit herein shall be four (4) months. The UNION and the CITY agree that grievances must include the following:

- a. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and department of the affected employee or employees;
- b. The section(s) of the Agreement which the UNION believes has been violated;
- c. The remedy or solution being sought by the Grievant.

27. The CITY shall return any grievance that does not include the information specified above. The UNION may resubmit an amended grievance adding missing information, and all dates and other provisions shall be triggered off the new submission date. If the UNION submits the amended grievance within fourteen (14) calendar days from the date the CITY returned the grievance, the CITY will not deny the grievance based on timeliness, unless the CITY asserts the original grievance was not timely.
28. The intermediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. The intermediate supervisor shall respond within fourteen (14) calendar days.
29. Step 2 / Appointing Officer or its designee. If the grievance is not satisfactorily resolved in Step 1, the grievance shall be submitted, in writing, to the Appointing Officer or designee within seven (7) calendar days. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and a specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. The parties may meet. In any event, the Appointing Officer or designee shall, within fourteen (14) calendar days of receipt of the written grievance, respond in writing to the grievant and the UNION, specifying the reason(s) for concurring with or denying the grievance.
30. Step 3 / Director, Employee Relations Division. If the decision of the Appointing Officer or designee is unsatisfactory, the grievant and/or the UNION may, within fourteen (14) calendar days of receipt of such decision, submit the grievance to the City's Employee Relations Division ("ERD"). The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and a specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. ERD shall have fourteen (14) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing.
31. Should there be no satisfactory resolution at Step 3, the UNION has the right to submit the grievance to final and binding arbitration within fourteen (14) calendar days of receipt of the Step 3 response. Only the UNION can advance a grievance to final and binding arbitration on behalf of the grievant.

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32. 5. Expedited Arbitration. All disciplinary actions, excluding suspensions of greater than fifteen (15) calendar days, and discharges, shall be processed through final and binding Expedited Arbitration proceeding. By written mutual agreement entered into before or during Step 3 of the Grievance Procedure, the parties may submit other grievances to the Expedited Arbitration process.
33. a. Scheduling. The parties agree to use the standing arbitrator selected by them pursuant to their expedited arbitration agreement in the Memorandum of Understanding for the SFMTA and the Transport Workers' Union, Local 250-A for Classification 9163 Transit Operators. If a standing arbitrator is not available under that agreement, the parties will choose an arbitrator pursuant to the selection process for non-expedited arbitrations that is provided below. Under no instance shall either the UNION or the CITY (and its departments) have less than ten (10) calendar days advance notice prior to the scheduling of an Expedited Arbitration, unless mutually agreed by the parties in writing.
34. b. Proceeding. No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same employee.
35. c. Costs. Each party shall bear its own expenses in connection with the presentation of its case. All fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. 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 the parties agree otherwise.
36. Step 4 / Final and Binding Arbitration (Not Expedited Arbitration). Should there be no satisfactory resolution at Step 3, and Expedited Arbitration is not invoked, the UNION shall have the right to submit the grievance to final and binding arbitration within fourteen (14) calendar days of receipt of the Step 3 response by submitting a request for arbitration to the ERD Director. The ERD Director shall respond to the UNION with the identity of the appropriate contact in the City Attorney's Office, and copy the City Attorney's Office, to notify the City Attorney's Office that the UNION has moved the grievance to arbitration. Counsel for the UNION shall coordinate with the City Attorney's Office to schedule the arbitration.
37. The UNION and the CITY shall attempt to select the arbitrator by mutual agreement. If the parties are unable to mutually select an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of five arbitrators. The parties shall alternately strike from said list until a single name remains, and said arbitrator shall be designated to hear the matter. Whether the UNION or CITY deletes the first name in the alternating process shall be determined by lot.



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38. Except when a statement of facts mutually agreeable to the UNION and CITY is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties. It shall be the duty of the arbitrator to hold a hearing within thirty (30) calendar days of acceptance of appointment, or as soon as reasonably possible given the availability of the arbitrator, parties, and representatives. Should the designated arbitrator be unable to comply with this requirement, the parties will commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.
39. a. Authority of the Arbitrator (both regular and expedited). The decision of the arbitrator shall be final and binding on all parties, unless challenged under applicable law. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.
40. b. Costs of Arbitration. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter, if any, shall be borne and paid in full and shared equally by the parties. In the event that an Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.
41. c. Economic Claims (both regular and expedited). In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance, nor shall an arbitrator award such monetary relief.
42. 6. The Discipline Process. The CITY shall have the right to discipline any non-probationary permanent employee, temporary civil service employee, or provisional employee upon completion of twelve (12) months service, for just cause.
43. As used herein "discipline" shall be defined as written reprimands, written warnings, suspensions, disciplinary demotion and discharge. A change of work assignment, either to or from a particular assignment, may not be made solely for disciplinary purposes. Reassignments made for purposes of improving services or addressing performance problems shall not be considered disciplinary in nature and therefore shall not be in violation of this Article.
44. Employees who are released or disciplined during their initial probationary period or during any probationary period established by this CBA, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of Article II.A. In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.
45. No interview of an employee that may result in disciplinary action or at which discipline is to be imposed will be undertaken unless the employee is first advised of the employee's right to representation. If requested by the employee, such representation must be secured within the succeeding twenty-four (24) hour period, excluding holidays and weekends. If the employee does not secure representation within such period, the right is waived.
46. No written reprimands, written warnings, suspensions, disciplinary demotions and discharges of non-probationary permanent employees, temporary civil service employees, or provisional

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employees with twelve (12) months service, may be imposed unless the following procedure is followed:

47. a. The basis of any proposed discipline shall be communicated in writing to the employee and to the UNION no later than twenty (20) calendar days after management has concluded a reasonable investigation and attained findings on the event or occurrence which is the basis of the discipline, or the offense will be deemed waived.
48. b. Except in emergency situations, where immediate disciplinary action must be taken because of a violation of law or a CITY or department rule (theft, *etc.*), no disciplinary action can be taken without first providing the employee with the written charges and the materials upon which the charges are based.
49. c. The employee and the employee's representative shall be afforded a reasonable amount of time to respond, either orally at a meeting ("Skelly hearing"), or in writing, to the management official designated by the CITY to consider the reply. Should the employee and the employee's representative elect to respond orally at a Skelly hearing, the Department will notify the parties at least five (5) calendar days in advance of the meeting, whenever practicable. The employee and the employee's representative may present any relevant oral/written testimony and other supporting documentation as part of the employee's response. Individuals who may have direct knowledge of the circumstances may be present at the request of either party at the hearing for the purpose of giving relevant testimony. In the case of employees of the CITY, they shall be compensated at an appropriate rate of pay for time spent.
50. d. The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, oral/written testimony and other supporting documentation and any further investigation occasioned by the employee's statements. The employee's representative shall receive a copy of this decision.
51. e. Progressive Discipline: For most offenses, management is expected to use a system of progressive discipline under which the employee is given increasingly more severe discipline each time an offense is committed. Management is not bound by progressive discipline in cases of serious offenses where no specific warning or prior disciplinary action need precede separation for cause. A common pattern may include oral warning, written warning, suspension, and finally, separation for cause.

### **I.H. UNION SECURITY**

1. Authorization for Payroll Deductions
52. a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.H. means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.

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- 53. b. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
- 54. c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.
- 55. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
- 56. e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
- 57. f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
- 58. g. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
- 59. h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union

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membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

### **2. Indemnification**

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

### **I.I. INFORMATION, BULLETIN BOARDS AND UNION ACCESS**

61. Overtime Worked. The UNION may have access to records of overtime worked in each department, division or section.
62. Seniority Lists. A list of CITY Seniority and Work Seniority detailing the date of commencement of service for all employees and their ranking in order of work seniority shall be maintained at all times by the Department with a copy provided to the UNION upon request.
63. Upon request, the CITY will make available to the UNION Local 250-A a copy of its final and approved budget each fiscal year, as well as copies of any grant proposals which include the purchase of new equipment to be used by 7410 Automotive Service Workers.
64. The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Union literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin board by the Union when no longer timely. Except as stated below, the City agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates City

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policy or the law. The Department may remove this type of literature immediately and shall notify the Union of its removal.

65. The City shall provide Union reasonable access to all work locations to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below.
66. Union agrees that its access to work locations will not disrupt or interfere with a City department's mission and services or the work of employees, or involve any political activities.
67. Union representatives must identify themselves upon arrival at a City department. Union representatives may use City meeting space with a reasonable amount of advance notice and approval from the City department, subject to availability.
68. The City may require a department representative to escort Union representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the department would require an escort for other non-employees.
69. Nothing in this Section is intended to disturb existing City departmental Union access policies. Further, City departments may implement additional rules and regulations after meeting and conferring with the Union.

**ARTICLE II - EMPLOYMENT CONDITIONS**

**II.A. NON DISCRIMINATION**

70. The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
71. Neither the City nor the Union shall interfere with, intimidate, restrain, or coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown-Act.
72. The parties acknowledge the obligation of the CITY to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act.

**II.B. AMERICANS WITH DISABILITIES / REASONABLE ACCOMMODATION**

73. Americans with Disabilities Act. 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 Memorandum 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. PERSONNEL FILES & OTHER PERSONNEL MATTERS**

74. There shall be maintained only one official personnel file for an employee, and the employee shall have access to the file to review the file during normal working hours, upon reasonable request. The personnel files for employees covered by this CBA shall be maintained at the Personnel Office.
75. Personnel Files. No adverse material may be entered into the official personnel file without knowledge of the employee and a copy being given to the employee. Except as otherwise provided in this CBA, an employee will have the option to sign, date and attach a response to adverse material entered in the employee's personnel file within thirty (30) days of the employee having knowledge of the entry. At the request of an employee, materials relating to discipline that are two (2) or more years old shall be sealed to the extent permissible by law. The envelope containing any sealed documents will be retained in the employee's personnel file and may be opened for the purpose of assisting the CITY in defending itself in external legal or administrative proceedings. The sealed material shall not be used in disciplinary proceedings against the employee.

## **ARTICLE II – EMPLOYMENT CONDITIONS**

76. The immediately preceding paragraph shall not apply to disciplinary actions based on the use or being under the influence of drugs or alcohol at work; acts which would constitute a crime; acts which present an immediate danger to the public health and safety; workplace violence; dishonesty including misappropriation of public funds or property; or mistreatment of persons including retaliation, harassment or discrimination of other persons based on a protected class status or other violation of CITY Equal Employment Opportunity policies.
77. Discipline described in the above preceding paragraph may not be considered for subsequent disciplinary actions after seven (7) years, except for discipline for mistreatment of persons including retaliation, harassment or discrimination of other persons based on a protected class status or other violation of CITY Equal Employment Opportunity policies. Discipline resulting from a chemical dependency violation may not be considered for subsequent disciplinary actions after five (5) years.
78. Standards of Performance. The UNION recognizes the CITY's right to establish and/or revise performance levels, norms, or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. Employee(s) who work at less than acceptable levels of performance may be subject to disciplinary measures. Consistent with the Meyers-Miliias-Brown Act, the CITY agrees to meet & confer with the UNION to discuss the effect of the establishment and implementation of revised performance levels, norms or standards. However, employee performance evaluations may not be grieved or submitted to arbitration.

### **II.D. SUBCONTRACTING OF WORK**

79. 1. Required Notice of the UNION on Prop J. Contracts. The CITY shall deliver to the UNION no later than thirty (30) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.
80. Information Meetings. The UNION shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet. The CITY agrees to discuss and attempt to resolve issues relating to:
81. a. possible alternatives to subcontracting;
82. b. questions regarding current and intended levels of service;
83. c. questions regarding the Controller's certification pursuant to CITY Charter Section 10.104, subsection 15;
84. d. questions relating to possible excessive overhead in the CITY's administrative-supervisory/worker ratio;
85. e. questions relating to the effect on individual worker productivity by providing labor saving devices; and

## ***ARTICLE II – EMPLOYMENT CONDITIONS***

86. f. questions regarding services supplied by the CITY to the Contractor.
87. The CITY agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the CITY who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the UNION and the CITY.
88. 2. Personal Services Contracts and Advance Notice to Unions on Personal Services Contract.
89. a. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.
90. b. If the Union and member of the PEC wishes to meet with a department over a proposed personal services contract, the affected Union must make its request to the appropriate department within two weeks after the Union’s receipt of the department’s notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
91. c. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in above paragraph.
92. d. The City agrees to provide the Union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.
93. e. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.
94. 3. Advance Notice to Employee Organizations of the Construction/Maintenance or Job Order Contracts.
- a. At the time the City issues an invitation for a Construction Bid and Specifications, the City shall notify the union with copy to the San Francisco Building Trades Council of any construction/maintenance or job order



## **ARTICLE II – EMPLOYMENT CONDITIONS**

contract(s), where such services could potentially be performed by represented classifications.

- 95. b. If an employee organization wishes to meet with a department over a proposed construction/maintenance contract, the employee organization must make its request to the appropriate department within two weeks after the receipt of the department's notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the 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.
- 96. c. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.
- 97. d. The City agrees to provide the San Francisco Building Trades Council with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

### **II.E. EDUCATION AND CAREER DEVELOPMENT**

- 98. Career Path Development. The parties agree to make a positive effort to meet & confer during the term of this Agreement in order to explore career path development for the 7410 Automotive Service Worker classification.
- 99. Employee Suggestion Program. The CITY and UNION agree to publicize the Employee Suggestion Program and to encourage represented employees to submit cost saving suggestions for consideration and possible awards.

### **II.F. SENIORITY**

- 100. 1. The parties hereto agree that the principle of seniority shall be observed and given consideration in the assignment of shifts, days off and overtime. The Department and the UNION shall meet and confer regarding implementation of this Article, including bid procedures, taking into consideration the following factors:
  - 101. a. nature of the duties to be performed;
  - 102. b. needs of the department;
  - 103. c. preference and needs of the employees; and,
  - 104. d. past and present job performance.

## **ARTICLE II – EMPLOYMENT CONDITIONS**

105. Work seniority for all employees covered by this CBA shall be defined as the length of continuous service determined from the day of employment as a 7410 Automotive Service Worker. In the event that two or more employees' seniority begins on the same date, said employees' places shall be determined by the order of said employees on the civil service eligible list from which they were appointed.
106. Work seniority for provisional employees shall be defined as the length of continuous service determined from the day of employment in class 7410 with the Department. In the event that two or more employees' seniority begins on the same date, said employees' places shall be determined by the order of said employee's application date for employment in class 7410.
107. Separate work seniority lists shall be maintained for (a) permanent employees; (b) provisional employees.
108.           2. CITY Seniority shall be defined as the length of continuous service determined from the day the employee begins work with the CITY and shall prevail in determining vacations.

### **II.G. PROBATIONARY PERIOD**

109. The probationary period, as defined and administered by the Civil Service Commission (“Probationary Period”), for new appointees shall be 1040 regularly scheduled hours worked, including legal holiday pay (LHP).
110. The Probationary Period for a promotive appointment shall be 1040 regularly scheduled hours worked, including legal holiday pay (LHP).
111. The Probationary Period for any other appointment type (i.e., bumping, transfers) shall be 520 regularly scheduled hours worked, including legal holiday pay (LHP).
112. 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. Provided, however, upon permanent appointment, all employees must serve no less than a Probationary Period of 173 regularly scheduled hours worked, including legal holiday pay (LHP), regardless of time worked in the provisional.
113. The employee and appointing officer may extend the duration of the probationary period by mutual consent in writing. The employee may request the assistance of the Union in connection with the extension of probation.

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

115. 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

## ***ARTICLE II – EMPLOYMENT CONDITIONS***

addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

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

**III.A. WAGES**

116. Covered employees shall receive the following base wage increases:
117. Effective July 1, 2022, represented employees shall receive a base wage increase of 5.25%.

Effective July 1, 2023, represented employees shall receive a base wage increase of 2.50%, except that if the March 2023 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 2023-2024 that exceeds \$300 million, then the base wage adjustment due on July 1, 2023, will be delayed by approximately six (6) months, to be effective January 6, 2024.

Effective January 6, 2024, represented employees shall receive a base wage increase of 2.25%, except that if the March 2023 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 2023-2024 that exceeds \$300 million, then the base wage adjustment due on January 6, 2024, will be delayed by approximately six (6) months, to be effective close of business June 30, 2024.

**III.B. ADJUSTMENTS TO PAY**

118. Overtime & Holiday Pay. The CITY agrees to take necessary action in the annual budget process and through the supplemental appropriation process, if necessary, to assure that the departmental overtime accounts will have sufficient funds to pay overtime and holiday pay to those assigned to work such overtime and holidays throughout the fiscal year.
119. The Controller agrees to process and distribute all holiday and overtime paychecks with the regular pay warrants for the period in which the overtime was earned.
120. Recovery of Overpayment. The City shall recover salary overpayment according to the Controller's policies and procedures. The City shall not deduct any amounts from an employee's salary without the employee's authorization. However, if the employee does not authorize such deduction, the City shall offer the employee the option of a hearing, then pursue legal action to collect the overpayment if appropriate. Should recovery of overpayment of salary or wages be necessary, the Controller or its designee the Payroll Division, will make every attempt to minimize the hardship for the employee.
121. Correcting Problems. In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:
122. No Check on Payday for the Pay Period. Highest priority, full payment to be issued as quickly as possible. If the Payroll Division of the Controller's Office is notified and given appropriate documentation from the employee's department payroll before noon on a business day, payment will be issued to the employee by 5 p.m. two banking days later after the paperwork is received. If the Payroll Division of the Controller's Office is notified and given appropriate documentation from the employee's department payroll after noon on a

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

business day, payment will be issued to the employee by 5 p.m. three banking days after the paperwork is received.

- 123. Check on Payday is 10% or More Short of Total Due for Pay Period. Second priority, correcting payment to be issued as quickly as possible with the goal of four (4) banking days of report to payroll.
- 124. Check on Payday is Less Than 10% Short of Total Due for Pay Period. Third priority, correcting payment to be issued as quickly as possible, with a goal of within ten (10) banking days of report to payroll.

#### **III.C. WORK SCHEDULES**

- 125. 1. Normal Work Schedule. Employees shall work eight (8) hours within eight and one-half (8½) hours, with a one-half (½) hour unpaid lunch break. At the end of a shift and within the eight (8) hour work period an employee shall receive a ten (10) minute clean up period.
- 126. 2. Part-Time Work Schedules. A part-time work schedule is a tour of duty less than forty hours per week. Compensation for part-time services shall be calculated upon the compensation for the normal work schedules proportionate to the hours actually worked.

#### **III.D. ADDITIONAL COMPENSATION**

- 127. The CITY and UNION agree that the following rates of premium pay shall apply to those positions agreed by the parties to be eligible for premium pay. All premium pay shall be for hours actually worked. Premiums shall be calculated against the employee's base rate of pay and shall not be pyramided.
- 128. For example, Employee X earning a base rate of pay of ten dollars (\$10/hr.) per hour receives both Premium A (an additional \$0.65 per hour) and Premium B (5% increase to base pay). Employee X may NOT add Premium A to the employee's base wage BEFORE calculating Premium B, therefore pyramiding the latter premium. All premiums are separately and independently calculated against the base wage. Therefore, the correct pay for Premium A is \$0.65 per hour actually worked; Premium B is \$0.50 per hour actually worked.

##### 1. HEAVY DUTY TRUCK TIRE PREMIUM

- 129. Employees in class 7410 Automotive Service Worker shall receive an additional one dollar and twenty-five cents (\$1.25) per hour premium when assigned to break down and/or repair tires on trucks, greater than one ton in weight.

##### 2. EMERGENCY ROAD REPAIRS

- 130. Emergency Road Repairs. Employees in class 7410 Automotive Service Worker shall receive an additional two dollars and fifty cents (\$2.50) per road call when performing emergency road

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

call duties. Emergency road repairs duties premium shall be paid for situations occurring on private/public roadways, involving minor repairs, and must be approved by the Department.

#### **3. LEAD PERSON PAY**

131. Employees in classification 7410 designated, in writing, by their supervisor or foreman as lead person shall be entitled to \$15.00 per day when required to take the lead on any job with at least four persons in the same classification assigned or when supervising at least three (3) non-departmental personnel (i.e. SWAP, G.A., etc.). For all 7410 assigned to supervise non-departmental personnel, the Department shall provide these employees with working communication equipment for proper communication and safety reasons.

#### **4. ACTING ASSIGNMENT PAY**

132. Employees assigned by the Appointing Officer or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
- a. The assignment shall be in writing.
  - b. The position to which the employee is assigned must be a budgeted position.
  - c. The employee is assigned to perform the duties of a higher classification for eleven (11) consecutive days, after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.

133. Claims must be filed within thirty (30) days of the date an employee was assigned to perform the duties of a higher classification.

#### **5. SHIFT DIFFERENTIAL**

134. Shift Differential Premium. For class 7410 Automotive Service Worker any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above the regular day rate. Night and midnight Shift Differential premiums shall be paid only for days and hours actually worked except for statutory holidays and vacation days.

#### **6. COMPENSATORY TIME - CLASS A & B LICENSES**

135. Employees in class 7410 Automotive Service Worker shall be granted compensatory time off for time spent outside their regularly scheduled assigned work schedule in obtaining a Class A or Class B California Driver's License when such a license is a condition of employment or it is required by the Appointing Officer. This provision shall not apply to time spent in preparing for tests but shall include all time spent in taking tests, medical examinations and keeping required appointments.
136. When the CITY or the State requires that employees covered by this CBA possess a valid California State driver's license or registration as a condition of employment, the CITY shall reimburse the employee for any fee involved in the renewal of said certificate, endorsement or driver's license.

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

### **III.E. OVERTIME COMPENSATION & COMP. TIME**

137. Employees in non-“Z” designated job classifications may be required to work hours in excess of their regularly scheduled work day and regular work week. Time worked in excess of eight hours per day or 40 hours per 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. Employees shall not be entitled to overtime compensation for work performed in excess of specified regular hours until they exceed eight (8) hours per day or forty (40) hours per week. Employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eighty hours per payroll period. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked in a day and week except that statutory holidays shall be considered time worked.
138. Employees in non – “Z” designated job classifications 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 (“CTO”). Employees occupying non-“Z” designated job classifications may not accumulate a balance of compensatory time earned in excess of 120 hours. Employees may not earn more than 120 hours of compensatory time in a fiscal year.
139. A non-“Z” classified employee who is appointed to a position in another department shall have the employee’s entire CTO balance paid out at the rate of the underlying classification prior to appointment.
140. 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 the employee’s entire CTO balance paid out at the rate of the lower classification prior to promotion.
141. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
142. Overtime shall be distributed as follows: Seniority by shift and shop will be the first consideration. Should an overtime opportunity become available in an individual shop (*i.e.*, running repair, fueling & servicing, heavy duty, body shop, *etc.*) within a division, then the most senior employee in such shop should receive first consideration. A rotating list will be used to disperse all overtime. The most senior person will be asked first, then each person, listed in order of seniority, will be asked in succession, until the rotation is completed. Should a person decline the person’s chance, the overtime will then fall to the next person on the rotation listing.

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

143. Employees with poor attendance or unsatisfactory work performance shall be removed from the overtime wheel until such time as their attendance/work performance is documented as improved.

#### **III.F. HOLIDAYS AND HOLIDAY PAY**

144. 1. Except as otherwise provided herein, and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
145. January 1, the third Monday in January (Martin Luther King, Jr.'s Birthday), the third Monday in February (President's Day), the last Monday in May (Memorial Day), June 19 (Juneteenth), July 4, first Monday in September (Labor Day), the second Monday in October (Indigenous Peoples Day/Italian American Heritage Day), November 11 (Veterans' Day), Thanksgiving Day, the Day After Thanksgiving, December 25, 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.
146. 2. For those employees whose normal work week is Monday through Friday, in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under the department head's jurisdiction on such preceding Friday so that said public offices may serve the public. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing officer in the current Fiscal Year.
147. 3. Holidays Compensation for Time Worked. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (*i.e.*, 12 hours pay for 8 hours worked) or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.
148. 4. Holidays for Employees on Work Schedules Other than Monday Through Friday Employees assigned to seven (7) day operation departments or employees working on a five (5)-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. 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.



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

149. If the provisions of this Article deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, the employee shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the Appointing Officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Article result in such employee receiving more or fewer holidays than an employee on a Monday through Friday work schedule.
150. 5. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
151. 6. Floating Holidays. In addition to the holidays listed above, the employees covered under this CBA will receive five floating holidays. The five floating holidays may be taken on days selected by the employee subject to prior scheduling approval of initial eligibility for the five floating holidays. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the five floating holidays. The five floating holidays shall be carried forward from one fiscal year to the next. Floating holidays received in one fiscal year but not used will 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 the five floating holidays if not taken off. The five floating holidays shall not be considered holidays for purposes of calculating holiday compensation for time worked.
152. 7. Holiday pay for employees laid off. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

#### **III.G. JURY DUTY**

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

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

### **III.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

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

1. Promotive Appointment in a Higher Class.

158. An EMPLOYEE who has completed a probationary period of 2080 hours of continuous service, and who is appointed to a position in a higher classification deemed to be promotive shall have the employee's salary adjusted to that step in the promotive class as follows:

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

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

2. Non-Promotive Appointment.

161. An EMPLOYEE or officer who is a permanent appointee following completion of the probationary period of 2080 hours of continuous service, and who accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. Appointment Above Entrance Rate.

162. Subject to the Controller's certification of available funds and procedures to be established by DHR, appointments may be made by an appointing officer at any step in the compensation grade under any of the following conditions:

163. a. A former permanent CITY EMPLOYEE, following resignation with service satisfactory, is being reappointed to a permanent position in the employee's former classification; or

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

165. c. A severe, easily demonstrated and documented recruiting and retention problem exists, or

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

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

#### **4. Reappointment Within Six Months.**

167. 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.**

168. a. Transfer. An EMPLOYEE transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at the employee's current salary, and if the employee is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.
169. b. Reemployment in Same Class Following Layoff. An EMPLOYEE who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
170. 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.
171. 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.I. METHODS OF CALCULATION**

172. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for the employee's 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.

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

173. 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.J. SENIORITY INCREMENTS**

174. 1. Entry At The First Step. Employees shall advance to the second step upon completion of six (6) months service and to each successive step upon completion of the one (1) year required service.
175. 2. Entry At Other Than The First Step. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
176. 3. Date Increment Due. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class, unless otherwise provided herein.
177. 4. Exceptions.
- a. An employee shall not receive a salary adjustment based upon service as herein provided if the employee has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since the employee's previous increment equals or exceeds the service required for the increment, and such increment date shall be the employee's new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
178. b. Satisfactory Performance  
For all employees, an employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The management/supervisor shall provide an affected employee at least sixty (60) calendar days' notice of any intent to withhold a step increase. The notice shall be in writing and shall provide a list of reasons and/or explanation for denial.
179. Upon notification of intent to withhold a step increase, management/supervisor shall initiate a performance plan which shall include specific measurable goals with specific time lines to earn a step increase. Management shall consider the employee and the Union's input. A plan may be extended by agreement, in writing executed by the employee, the Union, and the management/supervisor.
180. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation may be used as evidence by either party in grievance

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

arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

181. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement on the employee's salary anniversary date the following fiscal year. However, at any time before that date, the management/supervisor, in sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the management/supervisor's decision, with no retroactive payment allowed.
182. An employee's salary anniversary date shall be unaffected by this provision.
183. 5. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply: An employee shall be compensated at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this CBA. Employees shall receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
184. 6. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
185. 7. An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the CITY either permanent or temporary, and (4) is thereafter employed in the employee's permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from the employee's permanent position.

#### **III.K. SICK LEAVE WITH PAY**

186. Sick leave will be granted, accumulated, and used in accordance with applicable provisions of the Charter (Section 8.363), the Administrative Code (Section 16.17), CSC Rules and departmental rules and policies.
187. The CITY may require that any employee in this bargaining unit submit to an examination by a physician designated by the Department to determine the employee's fitness to perform the employee's duties.
188. On returning from sick leave after an absence of more than five (5) working days, an employee must have a statement from the employee's doctor stating the diagnosis, the treatment given, and that the employee is capable of performing the employee's regular duties.
189. If an employee will not be at work on the employee's regularly scheduled day, the employee must notify the employee's supervisor not later than fifteen (15) minutes before the start of the employee's shift. If the employee's supervisor is not available, then the employee should call the contact person designated by the supervisor within the shop/unit. Only in the event

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

that the employee is unable to reach the supervisor and the shop/unit contact person should the employee call the Department's designated secondary contact. All time actually worked by each employee shall be maintained on the Foreman's Time Report.

190. In the case of an employee diagnosed as suffering from mental or emotional stress, elevated blood pressure, eye or heart trouble, or any comparable condition that might affect the employee's ability to perform their duties, the Department may require the employee to report to the Employee Health Unit of the San Francisco General Hospital or other medical facility or physician designated by the Department for clearance before returning to work.
191. In the event of a disagreement between the doctor designated by the Department and the employee's doctor concerning the fitness of the employee to return to work, the Department's doctor and the employee's doctor shall mutually choose a specialist doctor and shall refer the employee to said specialist, whose bill shall be paid by Department. The opinion of the specialist doctor concerning the fitness of the employee to return to work shall resolve the disagreement.
192. The CITY may investigate suspected abuse of sick leave and may bring charges against any employee who willfully abuses the sick leave rules. Particular attention will be paid to patterns of absence.
193. Additional sick leave procedures may be promulgated by the Department after complying with the meet and confer requirements of the Meyers-Milias-Brown Act.

#### **III.L. BEREAVEMENT LEAVE**

194. For informational purposes only, Civil Service Rule 120.7.3 provides for bereavement leave. The Civil Service Rules are available on the Civil Service Commission's website.

#### **III.M. WORKER'S COMPENSATION**

195. An employee who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's appointing officer's approval.
196. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this Article.

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

197. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.
198. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
199. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
200. The parties agree, therefore, that this provision clarifies and supersedes any conflicting provision of the Civil Service Commission Rules bargainable and arbitrable under Charter section A8.409.

#### Return to Work.

201. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.
202. The CITY will make a good faith effort to return employees who have sustained an occupational injury or illness to temporary modified duty within the employee's medical restriction. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and in the employees' department, the employee may be temporarily assigned pursuant to this Article to work in another classification, on a different shift, and/or in another department, subject to the approval of the appointing officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months. An employee assigned to a modified duty assignment shall receive their regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and or out of class assignment pay as may be provided under this agreement.

#### Return To Work Medical Release Requirement

203. Where an employee has claimed a work-related injury, and where that employee has been determined to be a "Qualified Injured Worker" (unable to return to the employee's usual and customary occupation) due to work related injury, the employee may not return to work without a medical report that fully describes and explains the employee's improvement, clearly states the employee's current work restrictions and clearly releases the employee to return to work. The City shall not be liable for pay or wages until the employee presents to

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

the City such a report. Prescription pad or check-box medical releases shall not be sufficient to return an employee to work that has been declared to be a Qualified Injured Worker.

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

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

#### **III.O. LONG TERM DISABILITY INSURANCE**

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

#### **III.P. VACATION**

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

#### **III.Q. HEALTH AND WELFARE**

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

##### **Health Coverage**

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

##### **Employee Only:**

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

##### **Employee Plus One:**

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

##### **Employee Plus Two or More:**



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

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

#### **Contribution Cap**

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

#### **Average Contribution Amount**

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

#### **Medically Single Employees Outside of Health Coverage Areas**

213. The provisions in the paragraph above for "Employee Only" shall not apply to "medically single employees" (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such "medically single employees" (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees' own health care benefit coverage.
214. DENTAL COVERAGE. The City agrees to maintain its contribution for dental benefits at present levels for the life of the agreement.
215. 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.
216. 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.

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

### Life Insurance

- 217. Upon becoming eligible to participate in the Health Service System under San Francisco Administrative Code Section 16.700, the City shall provide term life insurance in the amount of \$50,000 for all employees covered by this Agreement.
- 218. For informational purposes only, the Health Service System currently offers supplemental life insurance. Information regarding supplemental Life Insurance and other supplemental Health Service System benefits can be found on the Health Service System website. This section providing life insurance under this Agreement does not prevent represented employees from purchasing, at their own expense, supplemental benefits through the Health Service System.

### **III.R. RETIREMENT**

- 219. The parties reaffirm that all employees covered by the CBA shall be in a full retirement contribution status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.
- 220. All represented employees agree to make their own retirement contributions, as required under the San Francisco Charter.
- 221. If it is determined through the voter process or through CITY action as a result of negotiations with any other Miscellaneous bargaining unit (as described by Charter section A8.409) to improve retirement benefits for other Miscellaneous employees, such improvements shall be extended to employees covered by this Agreement. The effective date for such improvements to the UNION's retirement benefits shall be the date such improvement are ratified in the other Miscellaneous employees' collective bargaining agreement.

### Retirement Seminar Release Time

- 222. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS or PERS. All such seminars must be located within the Bay Area.
- 223. 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.
- 224. This section shall not be subject to the grievance procedure.

### **III.S. TUITION REIMBURSEMENT**

- 225. The City agrees to allocate two thousand five hundred dollars (\$2,500.00) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications

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

represented hereunder. Employees in said classifications may not receive more than two hundred fifty dollars (\$250.00) per fiscal year from this special allocation. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.

226. Eligibility. Any regularly scheduled Employee within the City service who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when an accredited educational institution offers such courses.
227. Expenses. The City will reimburse each eligible Employee up to \$250.00 per fiscal year for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The City will attempt to make such payment promptly upon the Employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.
228. Pre-Approval. Application for reimbursement shall be prepared in a manner promulgated by the Department of Human Resources. Courses require pre-approval by the Department of Human Resources and the Appointing Officer (or designee), neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the Department of Human Resources and the Appointing officer (or designee), reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the Employee is eligible to receive reimbursement for said tuition under a federal or State Veterans benefit program from other public funds.
229. Repayment. If an employee resigned from the City within two (2) years following completion of the courses for which tuition reimbursement was used to fund, the amount of tuition reimbursement shall be repaid by the Employee to the City by cash payment or out of the Employee's last pay warrant or, if applicable retirement earnings.

#### **III.T. VOLUNTEER PARENTAL RELEASE TIME**

230. 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).
231. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

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

#### **III.U. FITNESS FACILITY FEES**

232. The CITY agrees to set aside an amount up to two thousand dollars (\$2,000) for each year of this agreement for the purpose of paying membership fees at a fitness facility for those employees covered by this CBA.

#### **III.V. PAID SICK LEAVE ORDINANCE**

233. 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**

### **ARTICLE IV - WORKING CONDITIONS**

#### **IV.A. SAFETY EQUIPMENT**

234. The City agrees to provide all required safety equipment (i.e., protective eyewear, goggles, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
235. For protective footwear, the CITY agrees to provide each employee with a \$250.00 voucher once a year that can be used by the employee to acquire protective footwear in compliance with Cal-OSHA and ANSI standards and regulations. Employees must wear protective footwear while working.
236. 1. The Department shall designate rules and regulations governing field safety measures. If mace is provided, the provision of mace, training for use of mace and the conditions under which the use of mace may be allowed are recognized to be within the sole discretion of the Department and shall be subject to departmental rules and regulations. The use and provision of mace shall not be subject to grievance or arbitration.
237. 2. The CITY agrees to meet and confer, in accordance with Meyers-Miliias-Brown and the Employee Relations Ordinance, with the UNION, upon their request, prior to the introduction of new equipment regarding health and safety concerns on the use of such new equipment to be used by 7410 Automotive Service Workers.
238. 3. Safety and security will be given priority as a topic for JLMB discussions.

#### **IV.B. PROTECTIVE UNIFORMS**

239. 1. Foul Weather Clothing. The City agrees to provide one set of insulated rain gear, consisting of a pair of bib-overalls and a parka with a hood to all employees working in classification 7410 Automotive Service Worker to be worn while performing their normal work duties. Upon appointment, each employee in the aforementioned classification will receive one set of rain gear. Thereafter, on an as needed basis, employees shall receive rain gear to replace gear that has been damaged, or stolen. The cost of the rain gear shall be paid by the CITY.
240. 2. The CITY shall provide protective clothing and equipment of the health and safety protection of employees on the job. Such protective clothing and equipment for the health and safety protection of employees on the job. Such protective clothing shall include rubber boots if requested by the employee and if needed for protection to shoes due to the employee's working environment. The boots currently being provided, as described in Article IV.B.1, above, may be used for this purpose.
241. 3. When employees working in classifications covered by this Agreement, start their employment, the CITY agrees to provide a total of eleven (11) clean protective uniforms, selected by employees in some combination of the following: (a) coveralls, (b) bib overalls, or (c) work pants and shirts. On an annual basis, employees may select a different combination of protective uniforms. Employees must wear a protective uniform while working. In addition, the CITY will provide two work jackets to new employees at the start of their employment and to each current employee no later than

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

October 1, 2019. The cost of furnishing and laundering protective uniforms and jackets shall be paid by the CITY. The CITY shall provide an annual stipend of four hundred and eighty dollars (\$480) for uniform laundering for employees whose Department does not provide laundering service.

242. 4. The employee is responsible for safeguarding protective uniforms and jackets issued to the employee and will be held responsible for the value of any protective uniforms and jackets lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen protective uniforms and jackets. Responsibility for losses of individual sets of protective uniforms and jackets will be determined by the worker's supervisor on a case-by-case basis.
243. 5. The parties recognize that technological changes may result in new products and standards ensuring the protection of employees. Upon request by the UNION, the CITY and UNION will meet and discuss the question of what protective clothing and equipment should be utilized by employees. Any results of such discussions will be referred to appropriate control agencies

##### **6. Damaged or Stolen Property**

244. a. Reimbursement of employee's property. Reimbursement for property damaged, destroyed or stolen in the line of duty is administered through the provisions of Administrative Code sections 10.25-1 through 10.25-9. An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to the employee's department head with all available documentation not later than thirty (30) calendar days after the date of each alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than one-hundred-twenty (120) days following the submission of such claims. Reimbursement may be delayed if the employee does not submit the appropriate documentation.
245. b. Damaged or stolen CITY property. Employees are responsible for safeguarding CITY property entrusted to them for use in the performance of their duties and will be responsible for paying the CITY for the value of the property at the time of its loss, damage or theft due to the employee's negligence or failure to take prudent measures to safeguard the items.

##### **7. Substance Abuse Testing**

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

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

247. The City’s current Substance Abuse Prevention Policy, Appendix A, shall remain in effect until the City implements the Substance Abuse Prevention Policy set forth in Appendix C after acquisition of engaging a vendor to provide oral fluid testing.
248. The SAPP will sunset when all covered employees who are not subject to DOT testing regulations have terminated employment with the City, leaving only employees covered by DOT regulations. The SAPP will not sunset so long as a 7410 covered by the SAPP remains employed by the City, or retains rights to the employee’s position, whether through retention on a holdover list, or otherwise.

#### **IV.C. DIRECT DEPOSIT OF PAYMENTS**

249. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement.
250. Under the policy, all employees shall be able to access their pay advices electronically and print them in a confidential manner. Employees without computer access or who otherwise wish to receive a paper statement shall be able to receive hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
251. Under the policy, all employees have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.
252. Grievances brought with respect to this Section III.B, shall be initiated at Step 3 of the grievance procedure. Grievances brought regarding underlying compensation issues will be initiated at Step 1, pursuant to the grievance procedure.

#### **IV.D. AIRPORT EMPLOYEE COMMUTE OPTIONS PROGRAM**

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

## **ARTICLE V – SCOPE**

### **V.A. SAVINGS CLAUSE**

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

### **V.B. ZIPPER CLAUSE**

255. 1. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.
256. 2. Past Practice. The parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.
257. 3. Civil Service Commission Rules / Administrative Code. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet & confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract.
258. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement.



**V.C. DURATION OF AGREEMENT**

259. This CBA shall be in effect from July 1, 2022, through and inclusive of June 30, 2024.

IN WITNESS HEREOF, the parties hereto have executed this MOU this 12 day of may, 2022.

FOR THE CITY

Carol Isen 5/12/2022  
Date  
Carol Isen  
Human Resources Director

Ardis Graham 5/13/2022  
Date  
Ardis Graham  
Employee Relations Director

FOR THE UNION

Roger Marengo 06/15/2022  
Date  
Roger Marengo  
President  
TWU Local 250A

Pete Wilson 6/15/2022  
Date  
Pete Wilson  
Executive Vice President  
TWU Local 250A

Michael Dennis 06/15/22  
Date  
Michael Dennis  
Secretary Treasurer  
TWU Local 250A

APPROVED AS TO FORM  
DAVID CHIU, CITY ATTORNEY

Jonathan Rolnick 5/13/22  
Date  
Jonathan Rolnick  
Chief Labor Attorney

## APPENDIX A: SUBSTANCE ABUSE PREVENTION POLICY

### 1. MISSION STATEMENT

- a. Employees are the most valuable resource to the City's effective and efficient delivery of services to the public. The parties have a commitment to foster and maintain a drug and alcohol free environment. The parties also have a mutual interest in preventing accidents and injuries on the job and, by doing so, protecting the health and safety of employees, co-workers, and the public. The City and Union agree that this Policy shall be administered in a non-discriminatory manner.
- b. The City wants a safe and healthy workforce and sees drug and/or alcohol addictions as treatable diseases.
- c. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.
- d. The City is committed to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities.

### 2. POLICY

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

### 3. DEFINITIONS

- a. "Accident" means an occurrence associated with: (a) the operation of a vehicle, including, but not limited to any City owned or personal vehicles used during the course of the employee's work day), power tools, or vessel; or (b) on equipment that is utilized to change the elevation of the employee.
- b. "Adulterated Specimen" means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

- c. "Agreement" or "Policy" means "Substance Abuse Prevention Policy" between the City and County of San Francisco and the Union, contained in this Appendix A.
- d. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weights alcohol including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)
- e. "Cancelled Test" means a drug or alcohol test that has a problem identified that cannot be or has not been corrected. A cancelled test is neither a positive nor a negative test.
- f. "City" or "employer" means the City and County of San Francisco.
- g. "Covered Employee" means an employee in a represented classification covered by this Agreement who is not covered by the federal Department of Transportation substance abuse regulations.
- h. "CSC" means the Civil Service Commission of the City and County of San Francisco.
- i. "Day" means working day, unless otherwise expressly provided.
- j. "DHR" means the Department of Human Resources of the City and County of San Francisco.
- k. "Dilute Specimen" means a specimen with creatinine and specific gravity values that are lower than expected for human urine.
- l. "EAP" means the Employee Assistance Program offered through the City and County of San Francisco.
- m. "Illegal Drugs" or "drugs" refer to those drugs listed in Section 5, except in those circumstances where they are prescribed by a duly licensed healthcare provider. Section 5 lists the illegal drugs and alcohol and the threshold levels for which a covered or prospective employee will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") threshold levels, or U.S. government required thresholds where required, in effect at the time of testing. Section 5 will be updated periodically to reflect the SAMHSA or the U.S. Government threshold changes, subject to mutual agreement of the parties.
- n. "Invalid Drug Test" means the result of a drug test for a urine specimen that contains unidentified adulterant or an unidentified substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
- o. "MRO" means Medical Review Officer

- p. "Non-Negative Test" means a test result found to be adulterated, substituted, invalid, or positive for drug/drug metabolites.
- q. "Parties" means the City and County of San Francisco and the signatory unions to this Agreement.
- r. "Prescription Drug" means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.
- s. "Refusing to Submit or Test" means a refusal to take a drug and/or alcohol test.
- t. "Safety-Sensitive Function" means the operation of a vehicle (including, but not limited to, any City owned or personal vehicles used during the course of the employee's work day), power tools, vessel, device(s), mechanism(s), or equipment that is utilized to change the elevation of the employee.
- u. "Substance Abuse Prevention Coordinator" means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.
- v. "Split Specimen" means a part of the urine specimen in drug testing that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
- w. "Substituted, Adulterated or Diluted Specimen" means a specimen submitted by a covered or prospective employee for which an approved testing laboratory reports the existence of an adulterant, interfering substance and/or masking agent or the sample is identified as a substituted specimen (as such terms are as defined in the DOT regulations, 49 C.F.R. Part 40), which shall be deemed a violation of this policy and shall be processed as if the test results were positive.

#### 4. COVERED CLASSIFICATIONS/DEPARTMENTS

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

#### 5. SUBSTANCES TO BE TESTED

- a. The City shall test, at its own expense, for alcohol and/or the following controlled substances for Reasonable Cause/Suspicion and Post-Accident:
  - (1.) Amphetamines
  - (2.) Barbiturates
  - (3.) Benzodiazepines
  - (4.) Cocaine

- (5.) Methadone
- (6.) Opiates
- (7.) PCP
- (8.) THC (Marijuana)<sup>1</sup>

- b. The City also recognizes that covered employees may at times have to ingest prescribed drugs or medications. If an employee takes any drug or medication known to have potential side effects that may interfere with job performance, the employee is required to immediately notify the designated Department representative of those side effects before performing the employee's job functions.
- c. Upon receipt of a signed release from the employee's licensed healthcare provider, the department representative may consult with healthcare provider to confirm specific job duties that the employee can perform while on prescribed medication. If the employee's healthcare provider is not readily available or none is given, the department representative may consult with any City-licensed healthcare provider before making a final determination as to whether the employee may perform the employee's 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 the employee's job functions.
- d. If an employee is temporarily unable to perform safety sensitive functions because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform non-safety sensitive functions without loss of pay until either the employee is off the prescribed medication or is cleared by a licensed healthcare provider. This reassignment shall last for a period of no more than thirty (30) working days. If, after thirty (30) working days, the employee is still on said medication and/or not cleared by a licensed healthcare provider to perform safety sensitive functions, the City may extend this accommodation for a period not to exceed thirty (30) working days, provided that the healthcare provider certifies that the employee is anticipated to be able to resume safety sensitive functions after that thirty (30) day period. Employees required to submit to testing shall immediately identify all prescribed medication(s) that they have taken.
- e. The City reserves the right to test, at its own expense, for over-use, misuse or abuse of prescribed and over-the-counter drug or medication which had a direct job-related impact or played a role in an accident, pursuant to the testing procedures described below

## 6. TESTING

### I. Reasonable Cause/Suspicion

- a. Reasonable cause to test an employee for illegal drugs or alcohol will exist when specific, reliable objective facts and circumstances would create a good faith belief in a prudent person that the employee has used a drug or alcohol. Such circumstances include, but are not limited

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

- to, the employee's behavior or appearance while on any City jobsite, while on City business or in City facilities, and recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, that are not reasonably explained by other causes such as fatigue, lack of sleep, proper use of prescription drugs, or reaction to noxious fumes or smoke.
- b. Any individual or employee can report an employee who may be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or illegal drugs on the job, two (2) trained employer representatives will verify and document the basis for the suspicion and request testing. The first employer representative shall verify and document the employee's appearance and behavior based on the above-stated indicators and, if necessary, recommend testing to the second employer representative. At work locations within the border of the City and County of San Francisco (including San Francisco International Airport), the second employer representative shall verify and document the appearance and behavior of the employee based on the above-stated indicators and has final authority to require the employee to be tested. At work locations outside the border of the City and County of San Francisco, the second employer representative shall confer with the first employer representative to verify the employee's behavior based on the above-stated indicators, and has the final authority to require the employee to be tested.
  - c. If the City requires an employee under reasonable cause or suspicion to be tested, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City may allow a reasonable amount (a maximum of one hour) of time for the employee to obtain representation. Such request shall not delay the administration of the tests, however.
  - d. Moreover, if the City has reason to believe or suspect that a prescription medication may have interfered with or may have had a direct impact on an employee's job performance, it may require that employee to be tested.
  - e. The department representative(s) shall be required to accurately document and file the incident and the employee shall be required to complete a consent form prior to any testing. If an employee refuses to be tested, then the City shall treat the refusal as having tested positive and shall immediately take appropriate disciplinary action pursuant to the attached discipline matrix.
  - f. The City shall bear the costs for any required testing for alcohol and/or drugs under this section. Any counseling and rehabilitation services shall be on the employee's time and at the employee's cost, except that employees may use accrued paid time off to attend treatment and may utilize any resources covered by insurance. Employees shall have the right to use any accrued but unused leave balances while enrolled in any counseling or rehabilitation program. Any request by an employee to re-test a specimen shall be at the employee's cost.

## II. Post-Accident

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

- (1.) Fatality;

- (2.) Employee involved in an on duty vehicular accident resulting in death and/or injury requiring transport for medical treatment;
  - (3.) Disabling damage to vehicles;
  - (4.) Damage to machinery, moving parts, or other non-vehicular equipment or structures in excess of \$500.00 and
  - (5.) When reasonable cause/suspicion exists.
- b. Following an accident, all covered employees subject to testing shall remain readily available for testing. An employee may be deemed to have refused to submit to substance abuse testing if the employee fails to remain readily available, including notifying a supervisor (or designee) of the accident location or if the employee leaves the scene of the accident prior to submitting for testing.
  - c. Nothing in this section shall delay medical attention for the injured following an accident or prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

## 7. TESTING PROCEDURES

### I. Laboratory

- a. The testing shall be done at a certified laboratory in California. Upon advance notice, the parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for alcohol and drugs identified in this policy. The City shall bear the cost of all required testing.
- b. Testing procedures, including substances to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs, established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Drug tests shall be conducted by laboratories licensed and approved by SAMHSA, which comply with the American Occupational Medical Association (AOMA) ethical standards. Tests shall be by urine screening and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS). Alcohol tests shall be by breathalyzer.
- c. A covered or prospective employee at a Substance Abuse Prevention Coordinator-approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until the employee has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as “refusing to test.”
- d. Covered employees, who refuse to test, may be subject to disciplinary action, up to and including termination, pursuant to the attached discipline matrix.
- e. The specific required procedure is as follows:

- (1.) Urine will be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container that must remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.
  - (2.) Immediately after the specimen is collected, it will be divided into two (2) urine bottles, which, in the presence of the employee, will be labeled and then initialed by the employee and witness. If the sample must be collected at a site other than the drug and/or alcohol-testing laboratory, the specimens must then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee must be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
  - (3.) A chain of possession form must be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
- f. The initial test of all urine specimens will utilize immunoassay techniques. All specimens identified as positive in the initial screen must be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique that identifies at least three (3) ions. In order to be considered "positive" for reporting by the laboratory to the City, both samples must be tested separately in separate batches and must also show positive results on the GC/MS confirmatory test.
  - g. All positive drug, positive alcohol or substitute, adulterated or diluted specimens as defined herein must be reported to a Medical Review Officer (MRO). The MRO shall review the test results and any disclosure made by the covered or prospective employee and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO shall make good faith efforts to contact the individual, but failing to make contact within two (2) working days, may deem the individual's result a "lab positive." After the issuance of a "lab positive," the covered employee may be placed on paid administrative leave pursuant to Administrative Code section 16.17, and will be barred from returning to work until the employee makes a contact with the MRO and the MRO sends the Substance Abuse Prevention Coordinator a written confirmation of a negative result.
  - h. If the testing procedures confirm a positive result, as described above, the covered or prospective employee and the Substance Abuse Coordinator for the and departmental HR staff or designee City will be notified of the results in writing by the MRO, including the specific quantities. In the event the City proposes disciplinary action, the notice of the proposed discipline shall contain copies of all laboratory reports, forensic opinions, laboratory worksheets, procedure sheets, acceptance criteria and laboratory procedures.
  - i. In the event of a positive drug or alcohol test, the testing laboratory will perform an automatic confirmation test on the original specimen at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the employee's request and expense. The same, or any other, approved laboratory may conduct



re-tests. The laboratory shall endeavor to notify the MRO of positive drug, alcohol, or adulterant tests results within five (5) working days after receipt of the specimen. The employee may request a re-test within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.

- j. If the final test is confirmed negative, then the Employee shall be made whole, including, if any, the cost of the actual laboratory re-testing, provided that proper documentation is submitted to the City in a timely fashion.
- k. The Substance Abuse Prevention Coordinator shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
- l. All information from a covered or prospective employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the covered or prospective employee or as required by law. The results of a positive drug test shall not be released until the results are confirmed.

## II. On-Site

- a. The parties agree that for post-accident purposes, the City may conduct "on-site" tests (alcohol breathalyzer testing and "Quicktest" urine testing) and only if any of those tests is "non-negative" will a confirmation test be performed. This on-site test is to enable the covered employee and the City to know immediately whether that employee has been cleared for work.
- b. In order to facilitate the on-site urine testing, the parties agree that an individual's sample will be divided into three separate containers. One of the containers will provide a sample for the on-site test that will be read within 5 to 10 minutes of collection. The other two containers will be sealed and sent to the lab, in the event a confirmation is necessary due to a "non-negative" outcome of an on-site test. The laboratory will store the split sample in accordance with SAMHSA guidelines. One of the two samples will be used for a confirmation test and the other will be made available to the employee for testing by a certified laboratory selected by the employee at the employee's expense.

## 8. RESULTS

- a. Any test revealing:
  - (i) a blood/alcohol level equal to or greater than 0.08 percent (or the established California State standard for non-commercial motor vehicle operations), or when operating a moving vehicle or performing a safety sensitive function as defined in this Policy, or
  - (ii) a blood/alcohol level equal to or greater than that 0.04 percent (or the established California State standard for commercial motor vehicle operations), when operating a commercial vehicle, shall be deemed positive.

## b. Substance Abuse Prevention and Detection Threshold Levels

CONTROLLED SUBSTANCE *	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	EMIT	1000 ng/ml **	GC/MS	500 ng/ml **
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml **	GC/MS	150 ng/ml **
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Opiates	EMIT	2000 ng/ml **	GC/MS	2000 ng/ml **
PCP (Phencyclidine)	EMIT	25 ng/ml **	GC/MS	25 ng/ml **
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml
THC (Marijuana)	EMIT	50 ng/ml **	GC/MS	15 ng/ml **
As outlined in the PUC Project Labor Agreement				
* All controlled substances including their metabolite components.				
** SAMHSA specified threshold				

## 9. CONSEQUENCES OF POSITIVE TEST RESULTS

- a. For reasonable cause/suspicion or post-accident, a covered employee shall be immediately removed from performing safety-sensitive functions and shall be subject to disciplinary action if any of the following takes place:
- b. The covered employee:
  - 1) Is confirmed to have tested positive for alcohol or drugs;
  - 2) Refuses to be tested; or
  - 3) Has submitted a specimen for which an approved testing laboratory reports the existence of an “adulterant”, interfering substance, masking agent or the sample is identified as a substituted specimen (as defined herein).
- c. If the Union disagrees with the proposed disciplinary action, it may utilize the grievance procedure as set forth in the parties’ Memorandum of Understanding, provided, however, that such an appeal must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.
- d. All proposed disciplinary actions resulting from Consequences of Positive Drug/Alcohol Test(s) shall be administered pursuant to the disciplinary matrix contained herein.

## 10. RETURN TO DUTY

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

## 11. TRAINING

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

## 12. ADOPTION PERIOD

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

## 13. JOINT UNION/CITY RELATIONS COMMITTEE

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

## 14. SAVINGS CLAUSE

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

## ATTACHMENT - SAPP MATRIX

Testing Types/Issues	First Positive/Occurrence	Second Positive/Occurrence
Reasonable Suspicion	Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment <sup>1</sup> . Return to Duty Test <sup>2</sup> , Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances exist. <sup>3</sup>	Will be subject to disciplinary action except where substantial mitigating circumstances exist.
Post-Accident	Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment <sup>1</sup> . Return to Duty Test <sup>2</sup> , Follow-up Testing, Subject to disciplinary action except where	Will be subject to disciplinary action except where substantial mitigating circumstances exist.

	substantial mitigating circumstances exist. <sup>4</sup>	
Alteration of Specimen ("Substituted," "Adulterated" or "Diluted")	Subject to Termination except where substantial mitigating circumstances exist.	Will be subject to disciplinary action except where substantial mitigating circumstances exist.
Refusal to Test	Assumption is a positive result; Referred to Substance Abuse Prevention Coordinator (SAPC). SAPC Recommendation for Treatment. <sup>1</sup> Return to Duty Test. <sup>2</sup> Subject to disciplinary action except where substantial mitigating circumstances exist. <sup>5</sup>	Will be subject to disciplinary action except where substantial mitigating circumstances exist.
Failure to Comply with Treatment Program or Return to Work Agreement	Will be subject to disciplinary action except where substantial mitigating circumstances exist.	N/A

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

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

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

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

## 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

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

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time

G. 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.

H. 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.

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

### III. Data Provisions

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

### IV. Hold Harmless

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



**ATTACHMENT A**

Adult Probation	Department of Technology
Arts Commission	District Attorney's Office
Asian Art Museum	Ethics Commission
Airport Commission	Fine Arts Museum
Board of Appeals	Fire Department (Non-Sworn)
Board of Supervisors	General Services Agency
Office of Economic & Workforce Development	Health Service System
California Academy of Sciences	Human Rights Commission
Child Support Services	Juvenile Probation Department
Children, Youth and Their Families	Library
City Attorney's Office	Mayor's Office
City Planning Department	Office of the Assessor-Recorder
Civil Service Commission	Office of the Controller
Commission on the Status of Women	Office of the Treasurer/Tax Collector
Department of Building Inspection	Port of San Francisco
Department of Environment	Public Defender's Office
Department of Elections	Rent Arbitration Board
Department of Homelessness	SF Children and Families Commission
Department of Human Resources	SF Employees' Retirement System
Department of Police Accountability	War Memorial & Performing Arts

**ATTACHMENT B**

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

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

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

### 3. DEFINITIONS

- a. "Accident" (or "post-Accident") means an occurrence associated with the Covered Employee's operation of Equipment or the operation of a vehicle (including, but not limited to, City-owned or personal vehicles) used during the course of the Covered Employee's work day where the City concludes that the occurrence may have resulted from human error by the Covered Employee, or could have been avoided by reasonably alert action by the Covered Employee, and:
  1. There is a fatality, loss of consciousness, medical treatment required beyond first aid, medical transport, or other significant injury or illness diagnosed, or treated by, a physician, paramedic or other licensed health care professional; or

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

- m. “Equipment” includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee’s paid work time); any water craft; powder-actuated tools; power tools; heavy machinery or equipment; underwater equipment; equipment that is used to change the elevation of the Covered Employee more than five (5) feet; or any other device(s) or mechanism(s) the use of which may constitute a comparable danger to the employee or others.
- n. “Illegal Drugs” 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.
- 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 signatory unions to this Agreement.
- t. “Policy” means “Substance Abuse Prevention Policy” or “Agreement” between the City and County of San Francisco and the Union attached to the parties’ Memorandum of Understanding (“MOU”).
- u. “Prescription Drug” means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.
- v. “Refusal to Submit,” “Refusing to Submit,” “Refuse to Test,” or “Refusal to Test” means a refusal to take a drug and/or alcohol test and includes, but is not limited to, the following conduct:

- i. Failure to appear for any test within a reasonable time.
  - ii. Failure to remain at the testing site until the test has been completed.
  - iii. Failure or refusal to take a test that the Collector has directed the employee to take.
  - iv. Providing false information.
  - v. Failure to cooperate with any part of the testing process, including obstructive or abusive behavior or refusal to drink water when directed.
  - vi. Failure to provide adequate oral fluid or breath samples, and subsequent failure to undergo a medical examination as required for inadequate breath or oral fluid samples, or failure to provide adequate breath or oral fluid samples and subsequent failure to obtain a valid medical explanation.
  - vii. Adulterating, substituting or otherwise contaminating or tampering with an oral fluids specimen.
  - viii. Leaving the scene of an Accident without just cause prior to submitting to a test.
  - ix. Admitting to the Collector that an employee has Adulterated or Substituted an oral fluid specimen.
  - x. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
  - xi. Leaving work, after being directed to remain on the scene by the first employer representative, while waiting for verification by the second employer representative under section 6.I.b.
- w. “Safety-Sensitive Function” means a job function or duty where a Covered Employee either:
  - 1. is operating a vehicle during paid work time on more than fifty-percent (50%) of the Covered Employee’s work days on average over the prior three (3) months. Vacation, sick leave, administrative leave time and all other leave shall be excluded when determining whether a Covered Employee operates a vehicle on more than fifty-percent (50%) of the employee's work days; or,
  - 2. is actually operating, ready to operate, or immediately available to operate Equipment other than a vehicle during the course of the Covered Employee’s paid work time.
- x. “Substance Abuse Prevention Coordinator” (SAPC) means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAPC will be chosen by the City.
- y. “Split Specimen” means a part of the oral fluid specimen in drug testing that is retained unopened for a confirmation test (if required) or in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified Adulterated or Substituted Specimen test result.

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

#### 4. COVERED CLASSIFICATIONS

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

#### 5. SUBSTANCES TO BE TESTED

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

- (9.) Amphetamines
- (10.) Barbiturates
- (11.) Benzodiazepines
- (12.) Cocaine
- (13.) Methadone
- (14.) Opiates
- (15.) PCP
- (16.) THC (Cannabis)

- b. Prescribed Drugs or Medications.

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

1. Upon receipt of a signed release from the Covered Employee’s licensed healthcare provider, the department representative may consult with Covered Employee’s healthcare provider to confirm specific job duties that the employee can perform while on prescribed medication. If the employee’s healthcare provider is not readily available, or none is given, the department representative may consult with any City-licensed healthcare provider before making a final determination whether the employee may perform the employee’s 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 job functions.

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

## 6. TESTING

### I. Reasonable Suspicion Testing

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



- c. If the City requires an employee under reasonable suspicion to be tested, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that the employee 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 the employee will be tested.
- d. Department representative(s) shall document the incident. If a Covered Employee Refuses to Submit to testing, then the City shall treat the refusal as a positive test, and shall take appropriate disciplinary action pursuant to the attached discipline matrix.

## II. Post-Accident Testing

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

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

## 7. TESTING PROCEDURES

### I. Collection Site

- a. If there is a trained Collector available on site, the City may conduct “on-site” tests (alcohol breathalyzer testing and oral fluid testing). If any of those tests are “Non-Negative,” a confirmation test will be performed. The on-site tests may enable the Covered Employee and the City to know immediately whether that employee has been cleared for work.
- b. If a trained Collector is not available on-site, the staff of a collection facility under contract to the City, or the City's drug testing contractor shall collect oral fluid samples from Covered Employees to test for prohibited drugs.
  - (1.)A Covered Employee presenting herself/himself at the approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until the employee has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as a “Refusal to Submit.”
- c. Covered Employees who Refuse to Test may be subject to disciplinary action, up to and including termination, pursuant to Exhibit A.
- d. Alcohol and drug testing procedures.
  - (1.)Alcohol Testing Procedure. Tests for alcohol concentration on Covered Employees will be conducted with a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Alcohol tests shall be by breathalyzer using the handheld Alco-Sensor IV Portable Breath Alcohol Analyzer device, or any other U.S. Department of Transportation (DOT) approved breath analyzer device.
  - (2.)Drug Testing Procedure. Tests for drugs shall be by oral fluid collection. The oral fluid specimens shall be collected under direct visual supervision of a Collector and in accordance with the testing device manufacturer’s recommended procedures for collection. Screening results may be provided by the Collector or by a laboratory. Confirmation tests shall be conducted at a laboratory.

- (3.) The Covered Employee being tested must cooperate fully with the testing procedures.
- (4.) A chain of possession form must be completed by the Collector, hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
- e. After being tested for drugs, the Covered Employee may be barred from returning to work until the department is advised of the final testing result by the MRO. During that period, the Covered Employee will be assigned to work that is not safety-sensitive or placed on paid administrative leave for so long as the Covered Employee is eligible for such leave under the terms of the applicable provision of the City's Administrative Code. The test shall be deemed a negative test if the MRO has not advised of the final testing result by the time the Covered Employee's paid leave has expired under the terms of the applicable provision of the City's Administrative Code.

## II. Laboratory

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

## III. Medical Review Officer (MRO)

- a. All positive drug, or Substituted, Adulterated, positive-Diluted Specimen, or Invalid Drug Test, as defined herein, will be reported to a Medical Review Officer (MRO). The MRO shall review the test results, and any disclosure made by the Covered Employee, and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive.

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

other person, agency, or organization is prohibited unless written authorization is obtained from the Covered Employee or as required by law.

## 8. RESULTS

### a. Substance Abuse Prevention and Detection Threshold Levels.

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

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

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

## 9. CONSEQUENCES OF POSITIVE TEST RESULTS

For post-Accident or reasonable suspicion, a Covered Employee shall be immediately removed from performing the job or, in the alternative, may be temporarily reassigned to work that is not safety-sensitive if such work is available. The Covered Employee shall be subject to disciplinary action,

and shall meet with the SAPC, as set forth in Exhibit A, and section 10 below, if the Covered Employee:

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

## 10. RETURN TO DUTY

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

## 11. TRAINING

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. 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.

## 13. SAVINGS CLAUSE

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

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

Testing Types/Issues	First Positive/Occurrence	Second Positive/Occurrence within Three (3) Years
Post-Accident and Reasonable Suspicion	Suspension of no more than ten (10) working days; Referred to Substance Abuse Prevention Coordinator (SAPC); SAPC may Recommend Treatment; <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
- ☐ Staggering
- ☐ Arms raised for balance
- ☐ Reaching for support
- ☐ Falling
- ☐ Stumbling

3. AWARENESS:

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

4. APPEARANCE:

☐ Red Eyes

☐ Constricted (small) Pupils

☐ Dilated (large) Pupils

☐ Frequent Sniffing

Section III – NARRATIVE DESCRIPTION

(MUST be completed in conjunction with Section I and/or Section II)

*~Please print information~*

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

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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 the employee 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 D: COMPENSATION SCHEDULE

## Hourly Step Rates for FY22-23 - Effective Date 7/1/22

<u>Class</u>	<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7410	Automotive Service Worker	\$34.2875	\$36.0000	\$37.8000	\$39.6875	\$41.6750

## Hourly Step Rates for FY23-24 - Effective Date 7/1/23

<u>Class</u>	<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7410	Automotive Service Worker	\$35.1500	\$36.9000	\$38.7500	\$40.6750	\$42.7125

## Hourly Step Rates for FY23-24 - Effective Date 1/6/24

<u>Class</u>	<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7410	Automotive Service Worker	\$35.9375	\$37.7250	\$39.6250	\$41.5875	\$43.6750