

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

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

FROM: John Carroll, Assistant Clerk, GAO Committee, Board of Supervisors

DATE: August 4, 2021

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of Understanding – July 2021

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on July 27, 2021:

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

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

File No. 210864 [Memorandum of Understanding - Committee of Interns and Residents, Service Employees International Union]

Ordinance adopting and implementing Amendment No. 2 to the 2017-2021 Memorandum of Understanding between the City and County of San Francisco and the Committee of Interns and Residents, Service Employees International Union, to extend the term by one year, update the Patient Care Fund provision, and eliminate obsolete language.

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

c: Office of Chair Preston

1 [Memorandum of Understanding - Committee of Interns and Residents, Service Employees
2 International Union]

3 **Ordinance adopting and implementing Amendment No. 2 to the 2017-2021**
4 **Memorandum of Understanding between the City and County of San Francisco and the**
5 **Committee of Interns and Residents, Service Employees International Union, to extend**
6 **the term by one year, update the Patient Care Fund provision, and eliminate obsolete**
7 **language.**

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

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

17 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 2
18 to the 2017-2021 Memorandum of Understanding (“MOU”) between the City and County of
19 San Francisco and the Committee of Interns and Residents, Service Employees International
20 Union, to extend the term by one year, update the Patient Care Fund provision, and eliminate
21 obsolete language.

22 Amendment No. 2 to the MOU so implemented is on file with the Clerk of the Board of
23 Supervisors in Board File No. 210864.

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

1 Section 3. Effective Date. This ordinance shall become effective upon enactment.
2 Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance
3 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of
4 Supervisors overrides the Mayor's veto of the ordinance.

5

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

7

8 By: /s/ _____
9 KATHARINE HOBIN PORTER
 Chief Labor Attorney

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Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2021

Committee of Interns and Residents, SEIU

Tentative Agreement: MOU Extension and Patient Care Fund

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors:

ARTICLE I. K. DUES CHECK OFF

~~33. The City shall deduct Union dues, voluntary political action contribution (PAC), initiation fees, premiums for insurance programs and political action fund contributions from interns' and residents' pay upon receipt by the Controller of a form authorizing such deductions by the intern/resident. The City shall pay over to the designated payee all sums so deducted. Cost of dues deductions shall be determined and paid pursuant to the Employee Relations Ordinance, Section 16.220—Dues Deductions.~~

~~34. The voluntary political action contribution (PAC) deductions shall commence as soon as administratively possible but no later than October 1, 2006.~~

~~35. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the intern/resident.~~

ARTICLE I. L. AGENCY SHOP

~~36. All interns and residents shall become and remain members of the Union or shall, in lieu thereof, pay a service fee to the Union, so long as they are on paid status at SFGH.~~

~~37. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union, and shall be determined in accordance with applicable law, including any required appeal procedures. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.~~

~~38. Payroll Deductions. The Controller shall make membership fee or service fee deductions, as appropriate from the regular periodic payroll warrant of each represented intern/resident. Service fees from non-members shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. The City shall also deduct premiums for insurance programs and political action fund contributions upon receipt by the Controller of a form authorizing said deduction.~~

~~39. Financial Reporting. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The~~

italics = moved existing language

~~*struck out, italics*~~ = existing language prior section

bold, double underline = new language

~~struck out~~ = removed language



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Committee of Interns and Residents, SEIU

~~Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending. The City's obligation to deduct agency fees is conditioned upon the Union's implementation of constitutionally adequate procedures pursuant to this paragraph.~~

~~40. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Agreement.~~

ARTICLE VI. BB. CAIR/CIR/SFGH PATIENT CARE FUND

143. Providing quality patient care is the core mission of both the intern and resident physicians who make up the San Francisco chapter of CIR and the San Francisco General Hospital. To further advance this mission, both parties recognize that providing intern and resident physicians direct access to SFGH resources for the purchase of needed medical equipment, patient materials or educational supplies will increase the efficiency of the Hospital and the quality of care it provides. Therefore, CIR and SFGH agree to the following:

144. San Francisco General Hospital will establish a special fund for the purchase of needed medical equipment, patient materials or educational supplies necessary to improve patient care at SFGH. The fund may also be used to support projects or initiatives that aim to improve patient satisfaction, safety, and the quality of care provided at SFGH. This fund will be known as the Committee of Interns and Residents Patient Care Fund.

145. The elected officers of the SFGH CIR chapter will establish a CIR Patient Care Fund Committee made up of SFGH interns and residents who will be responsible for reviewing purchase requests and making recommendations to the San Francisco Director of Public Health or his designee. Any SFGH intern or resident may make a request to the Committee. The Committee will meet quarterly to review all newly submitted purchase requests made since the previous meeting as well as to review the progress of previously submitted patient care fund purchase requests. Representatives of the DPH Labor Relations team and Materials Management shall attend all Committee meetings, provided they are given timely notice from the Union.

146. Committee recommendations accepted by the Director of Public Health or designee will be forwarded to the SFGH Materials Management, which will procure the requested items using CIR Patient Care Fund money. Subject to the City's Office of Contract Administration purchasing requirements and the availability of the requested item(s), all item(s) will be purchased within six months from the date the SFGH Materials Management receives the completed purchasing request (including any necessary supporting documentation) and has confirmed that the item(s) may be obtained from a City-approved vendor. The SFGH Materials Management will make best efforts to have the purchased items delivered within six months from the date of order, provided that

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Committee of Interns and Residents, SEIU

exigent circumstances do not exist. SFGH will be responsible for the reasonable upkeep and maintenance of the items purchased. All decisions regarding upkeep and maintenance of items purchased lie solely within the discretion of the Hospital.

147. Should the Director of Public Health or designee reject a proposal, written notice will be provided to the Committee within 30 days. Decisions by the Director of Public Health or designee are final and not subject to the grievance procedure of this Agreement.

148. SFGH agrees to contribute to the Patient Care Fund \$183,319 in each fiscal year of this Agreement, except in fiscal 2021-2022, the University of California, San Francisco will provide \$183,319 in funds to the City for the Patient Care Fund and SFGH shall not provide funding in that fiscal year. Beginning in FY 2017-2018, any portion of the annual contribution not used at the end of the fiscal year shall not be carried forward to the following fiscal year. ~~The Hospital shall contribute an additional contribution equal to one half of the Patient Care Fund rollover fund balance at the end of FY 2016-2017 to the Patient Care Fund in FY 2017-2018, and also in FY 2018-2019.~~

149. Until such funds are exhausted, up to \$105,319, but no more, of the Patient Care Fund may be used annually to fund and pay for: medical books and journals; resident wellness activities; projects and training; exams; wearable medical equipment; computer and digital equipment; medical software items for employees in the unit; and conference registration excluding travel and lodging. ~~During FY 2017-2018 and FY 2018-2019 and additional amount equivalent to one half of the Patient Care Fund rollover fund balance at the end of FY 2016-2017 may be spent in each fiscal year for these purposes.~~

150. ~~If at the end of FY 2018-2019 all available funds have been fully expended, the parties agree to re-open negotiations on the sole topic of the annual contribution to the Patient Care Fund for FY 2019-2020 and FY 2020-2021.~~

151. Interns & Residents must spend a minimum of three (3) months on rotation at SFGH in a fiscal year to be entitled to reimbursement of educational expenses up to \$600 in that fiscal year. Interns & Residents may apply for and receive educational reimbursement funds prior to completion of the required three (3) months of rotation so long as they are scheduled to complete the three months during the fiscal year in which they apply for reimbursement. It is expected that all residents receiving funds will complete the required three (3) months of rotation. Any resident who receives educational reimbursement funds and does not complete her or his required three (3) months of rotation at SFGH shall repay the reimbursement funds received within 90 days of leaving the rotation.

152. Interns & Residents must use the City and County of San Francisco, Department of Public Health reimbursement process to submit reimbursement requests electronically. The City agrees to utilize the Interns & Residents Affairs Committee to discuss improvements in the reimbursement process, upon request of the Union.

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Committee of Interns and Residents, SEIU

153. Interns & Residents may use multiple fund sources to receive up to 100 percent reimbursement for items noted in paragraph 149. Under no circumstances may Interns & Residents use multiple fund sources to be reimbursed for more than 100 percent of any purchase.

154. Interns & Residents shall be reimbursed within three (3) months of submitting the reimbursement request for medical education-related expenses as outlined above. An account balance of the portion of the patient care fund allocated to educational reimbursement shall be presented during the quarterly Patient Care Fund meeting.

C. DURATION OF AGREEMENT

157. This Memorandum of Understanding shall be in effect from July 1, 2017 through and inclusive of June 30, 20242.

FOR THE CITY

DocuSigned by:
Ardis Graham 7/23/2021
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Ardis Graham Date
Employee Relations Director

FOR THE UNION

DocuSigned by:
Sejal Babaria 7/22/2021
DC50CCFDD40F437...
Sejal Babaria Date
Northern California Regional Director

DocuSigned by:
Dr. Andreas Mitchell 7/22/2021
E87FFC6C1DC046A...
Dr. Andreas Mitchell Date
Northern California Regional Vice President, CIR/SEIU

APPROVED AS TO FORM:

DocuSigned by:
Katharine Porter 7/22/2021
71E9CE35A171437...
Katharine Hobin Porter Date
Chief Labor Attorney

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City and County of San Francisco
Carol Isen
Human Resources Director



Department of Human Resources
Connecting People with Purpose
www.sfdhr.org

July 27, 2021

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

FROM: Ardis Graham, Employee Relations Director
Department of Human Resources

RE: **Second Amendment to the Committee of Interns and Residents, SEIU MOU**

Please find enclosed for the Second Amendment to the Committee of Interns and Residents, SEIU MOU (July 1, 2017 through June 30, 2022)

- 1 signed TENTATIVE AGREEMENT
- 1 signed ORDINANCE on redline paper
- 1 original ORDINANCE in MS Word Format

Supplemental documentation that will be forthcoming:

- 1 signed AMENDMENT
- 1 redline MOU
- 1 clean MOU

Summary of MOU Changes

- For FY 2021-2022, the University of California, San Francisco will provide \$183,319 in funds to the City for the Patient Care Fund and SFGH shall not provide funding in this fiscal year.
- Duration of MOU has been extended through June 30, 2022.

Electronic copies have been sent via e-mail today. Please refer to the appropriate Committee at your earliest convenience.

We request the following legislative schedule:

- Hearing at Government Audit & Oversight Committee – September 16, 2021
- BOS 1st reading – September 28, 2021
- BOS 2nd reading – October 5, 2021

Angela Calvillo
Second Amendment to CIR/SEIU MOU
July 27, 2021
Page 2 of 2

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

Thank you.

Enclosures

cc: Ben Rosenfield, Controller
Carol Isen, Human Resources Director
Mawuli Tugbenyoh, Chief of Policy, Department of Human Resources
Ashley Groffenberger, Mayor's Budget Director
Sophia Kittler, Mayor's Liaison to the Board of Supervisors
Members, Government Audit and Oversight Committee
John Carroll, Assistant Clerk, Board of Supervisors
Brent Jalipa, Legislative Clerk, Board of Supervisors
Katharine Porter, Chief Labor Attorney, City Attorney's Office