



MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

FREIGHT CHECKERS, CLERICAL EMPLOYEES & HELPERS,

Local 856

(Supervising Registered Nurses, Unit 47)

For Fiscal Years

July 1, 2016 to June 30, 2019

Revised per Amendment #1 to FY 2016-2019 MOU

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ARTICLE I – REPRESENTATION

This Memorandum of Understanding (hereinafter "MOU") is entered into by the City and County of San Francisco (hereinafter "City") acting through its designated representative and the Freight Checkers, Clerical Employees and Helpers, Local 856 (hereinafter "Union").

ARTICLE I. REPRESENTATION

A. RECOGNITION

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

- 2322 Nurse Manager, Unit 47
- 2324 Nursing Supervisor, Unit 47
- 2326 Nursing Supervisor Psychiatric, Unit 47

2. The terms and provisions of this MOU shall also be automatically applicable to any classifications designated for inclusion in this unit for which the Union has become appropriately recognized during the term of this agreement.

B. INTENT

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

C. OBJECTIVE OF THE CITY

4. 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 MOU within their respective roles and responsibilities.
5. 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.

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D. MANAGEMENT RIGHTS

6. Except as modified by this agreement, the Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this agreement is in the province of the City.

E. NO STRIKE PROVISION

7. During the period of time this MOU is in effect, the Union and its members agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, mass absenteeism, sympathy strike or any other disruptive activities which are detrimental to the conduct of City and County business and services.

F. UNION SECURITY

1. Authorization for Payroll Deductions

7.a. 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.F. 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.

7.b. 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.

7.c. c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.

7.d. 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

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Office receives the request after that time, the City will implement the changes in two following pay periods.

7.e. 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.

7.f. 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.

7.g. 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.

7.h. h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee’s revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within 21 calendar days.

2. Indemnification

7.i. 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,

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

FG. NURSE REPRESENTATIVES

8. The Union shall be entitled to a reasonable number of nurse representatives, who shall restrict their activities to the handling of grievances and shall be allowed a reasonable amount of time for this purpose.
9. Nurse representatives shall obtain permission from their supervisor before leaving their work stations to resolve grievances. This provision shall not be used to prevent the nurse representatives from performing their duties or obligations set forth in this Article; provided, however, that the use of time for this purpose shall be reasonable and shall not interfere with the requirements of the City's service.
10. Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have a nurse representative present upon request.
11. The Appointing Officer or designee may authorize employee organization representatives to orient new employees on matters concerning employee rights under the provisions of this MOU, and other matters relating to their working conditions. Newly hired employees may meet with their shop steward within their first seven days of employment. The Union agrees, at the request of an Appointing Officer, to instruct shop stewards to distribute and to counsel employees on Departmental attendance policies.

GH. UNION REPRESENTATION VISITS

12. ~~A duly authorized representative of the Union shall be permitted to enter a Departmental facility at reasonable times in order to conduct legitimate Union business, and when possible, give advance~~

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notice to a designated management representative of his/her presence on the premises. Such visits shall be carried out with dispatch and not interfere with the work of any employee. **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.**

12.a. 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, interfere with patient care, or involve any political activities.

12.b. 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.

12.c. 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.

12.d. 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.

III. GRIEVANCE PROCEDURE

13. The City and the Union recognize that it is desirable to have a uniform and objective means of resolving disputes between the parties relating to matters within the scope of representation. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

14. A grievance shall be defined as any dispute that involves (1) the interpretation or application of, or compliance with, a provision of this Agreement ~~MOU~~; (2) disciplinary suspension; or (3) disciplinary discharge.

Permanent employees who have satisfactorily completed the probationary period may grieve suspensions and discharges.

2. Procedural Rules

15. **Grievance Description.** The following information shall be provided in the submission of grievances:

- a. the basis and date of the grievance as known at the time of submission;
- b. the section(s) of the ~~contract~~ **MOU** that the Union/grievant believes has been violated; and
- c. the specific remedy or solution being sought by the Union/grievant.

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16. In no event shall a grievance include a claim for money relief for more than a forty-five (45) calendar day period prior to the initiation of the grievance, **nor shall an arbitrator award such monetary relief. Further, an arbitrator shall not award interest on any monetary relief.**
17. The management representative named in the steps of this grievance procedure may authorize a designated representative to act on ~~his/her~~ **their** behalf to settle a grievance at the appropriate step.

3. Time Limits

18. The parties have agreed upon this grievance procedure to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. A step may be skipped only by agreement between both parties.
19. All time limits referred to in this section are binding on each party.
20. A time limit may be extended by the Union and the Management Official responsible for the decision-making at the particular step of the process by agreement entered into prior to the expiration of the time limit. This agreement must be confirmed in writing by the party initiating the extension request. Failure by the 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 as a basis to move the grievance to the next step.
21. Any deadline date under this procedure that falls on a Saturday, Sunday or Holiday shall be continued to the next business day.

4. Grievance Steps

22. An employee having a grievance may first discuss it with the employee's immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner. The employee may have a representative at this discussion.
23. Grievances related to a suspension of an employee may be submitted initially at Step II of this procedure within fifteen (15) calendar days of the date of final notice of disciplinary action.
24. Grievances related to discharge of an employee may be submitted initially at Step III of this procedure within fifteen (15) calendar days of the date of final notice of discharge.

STEP I: IMMEDIATE SUPERVISOR

25. If a solution to the grievance that is satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the Union may pursue the grievance further.

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26. The Union shall submit a written statement of the grievance to the immediate supervisor within thirty (30) calendar days of the facts or event giving rise to the grievance, or within thirty (30) calendar days from such time as the employee or Union should reasonably have known of the occurrence thereof. In cases alleging sexual harassment, the time limit during which to file a grievance shall be four (4) months.

27. The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He/she ~~He/she~~ **The immediate supervisor** shall respond in writing within ~~five (5) working~~ **seven (7) calendar** days.

STEP II: DEPARTMENT HEAD/DESIGNEE

28. Should there be no satisfactory resolution at Step I, the Union has the right to submit and advance the grievance to Step II. If the Union chooses to advance the grievance to Step II, the Union shall notify the department head or ~~his/her~~ **the** designee and copied to the department's human resources office in writing within fifteen (15) calendar days of receipt of the Step I response. **The Step II grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step.**

29. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The department head or designee shall, within fifteen (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the date the meeting is held, whichever comes later, respond in writing to the grievant and the Union, specifying ~~his/her~~ **the** reasons(s) for concurring with or denying the grievance.

STEP III: DIRECTOR, EMPLOYEE RELATIONS DIVISION/DESIGNEE

30. Should there be no satisfactory resolution at Step II, the Union has the right to submit and advance the grievance to Step III. If the Union chooses to advance the grievance to Step III, the Union shall notify the Director, Employee Relations Division (a division of the City's Department of Human Resources) in writing within fifteen (15) calendar days of receipt of the Step II response. **The Step III grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step.**

31. The Director/designee shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing to the Union.

32. Subject to applicable law, the Director, Employee Relations Division shall have authority to settle grievances at this step.

STEP IV: FINAL AND BINDING ARBITRATION

33. Should there be no satisfactory resolution at Step III, the Union has the right to submit and advance the grievance to final and binding arbitration. If the Union chooses to advance the

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grievance to arbitration, the Union shall notify the Director of Employee Relations/designee in writing within thirty (30) calendar days of receipt of the Step III response. **The ERD Director shall issue a letter referring the Union to the appropriate contact in the City Attorney’s Office. The Union shall contact the City Attorney’s Office by letter, copied to the Employee Relations Director, via US Mail, within thirty (30) calendar days of the date of the ERD Director’s letter referring the Union to the City Attorney’s Office. If the Union fails to contact the City Attorney’s Office within thirty (30) calendar days of that letter, the grievance is deemed withdrawn.**

Selection of the Arbitrator

34. The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within ninety (90) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the American Arbitration Association. An arbitrator may be removed from the panel by mutual consent at any time. Replacements, in the absence of mutual agreement, shall be made by American Arbitration Association appointment.
35. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days the arbitrator shall be selected from the permanent panel in accordance with the following procedure:
- a. Arbitrators shall be listed in alphabetical order. The case shall be assigned to the next arbitrator in order, provided however that each party shall be entitled to one strike.
 - b. Following any strike options exercised by the parties, the arbitrator next in order shall be designated to hear the case.
 - c. In the event that either party strikes an arbitrator's name from the list in accordance with this section, the struck arbitrator's name shall be placed at the bottom of the list. Once struck, the same party may not again strike that arbitrator's name until that arbitrator has been selected.
36. The City and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of the Director of Employee Relation’s receipt of the Union’s arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within ninety (90) calendar days of ~~his/her~~ **their** selection. Should the designated arbitrator be unable to comply with this requirement, the parties may by mutual agreement commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.

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Arbitration Procedures

37. Except when a statement of facts mutually agreeable to the Union and the City is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties.
38. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.
39. The parties shall encourage the arbitrator to make ~~his/her~~ the award within forty-five (45) calendar days following receipt of closing arguments or briefs. The decision of the arbitrator shall be final and binding on all parties.
40. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required. Each party expressly waives any right to an award of attorney's fees or costs of any grievance proceeding.
41. Individuals who may have direct knowledge of the circumstances relating to the grievance may testify at the hearing at the request of either party. City employees shall be compensated at an appropriate rate of pay for time required for their testimony or participation in the arbitration.
42. In the event that an arbitration hearing is cancelled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

IJ. PROGRESSIVE DISCIPLINE

43. The City agrees to follow the principles of progressive discipline.

JK. BARGAINING UNIT INFORMATION

44. Upon written request, the Appointing Officer or designee will furnish the Union a written seniority list. The seniority list will contain the names, classifications, seniority dates, and years of service of bargaining unit employees.
45. Upon written request by the Union, the City will provide the Union with a list of vacant bargaining unit positions, excluding positions of any employees on leaves of absences.
46. Upon written request by the Union, the City will provide the Union with a list of the requisitions for bargaining unit positions pending the approval process.

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KL. COMMUNICATIONS WITH EMPLOYEES

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

- | | |
|--|---|
| SFGHMC | 1) Human Resource Services |
| | 2) Cafeteria |
| LHH | 1) Human Resource Services |
| | 2) Nursing Office |
| | 3) Main Lobby |
| Community Programs/Population, Health & Prevention | 1) Each Health Center |
| Behavioral Health Center | 2) Each separate facility (e.g., S.T.D. Clinic) |
| | 1) Each Mental Health Center |
| | 2) Each separate facility |
| Administration | 1) 101 Grove Street |

ARTICLE II. EMPLOYMENT CONDITIONS

A. NO DISCRIMINATION

48. ~~There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, physical or mental disability, political affiliation or opinion, gender identity, or legitimate union activities against any employee or applicant for employment by the Union or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age.~~ **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.**
49. ~~In the event more than one administrative remedy may be available within the City and County governmental system of San Francisco, the Union and the employee shall elect only one. The election is irrevocable.~~ **This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.**
- 49.a. 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 (“MMBA”). If the Union or the employee files a charge with the Public Employment Relations Board alleging a MMBA violation, then that alleged violation is not grievable under this Agreement.**

B. CHILD CARE

DEPENDENT CARE ASSISTANCE PROGRAM (DCAP)

50. The City agrees to continue the Dependent Care Assistance Program (DCAP) through the life of this agreement.

TECHNICAL ASSISTANCE

51. The Mayor and the Department of Public Health will provide technical assistance in seeking funds, developing proposals, cost estimates and developing affordable, quality child care options. Those options include: affordable on-site child care, family day care, joint legislative proposals, potential joint public and private funding sources.

ARTICLE II – EMPLOYMENT CONDITIONS

C. PERSONNEL FILES

52. Each nurse shall have the right upon request to review the contents of the nurse's official personnel file. Nothing may be removed from the file by the nurse but copies may be made at the nurse's expense.
53. A representative, chosen by the nurse, may at the nurse's request, accompany the nurse in this review, or the nurse may give written permission to another person to review the file.
54. All material in the file must be signed and dated.
55. No derogatory information or statements not related to the nurse's assigned duties or professional responsibilities shall be placed in this file.
56. The nurse shall have the opportunity to sign, date and attach a response to all material in the official personnel file related to the nurse's assigned duties and professional responsibilities.
57. The nurse shall have the right to include in the file any material or information which is mutually considered to be germane to the nurse's professional career.
58. Discipline may not be imposed upon any matter in the file dated prior to two (2) years from the date of proposed discipline, unless the matter was subject to prior disciplinary action. Any prior disciplinary action may be considered in a termination or dismissal hearing, unless such action falls within paragraph 59 below.
59. Material relating to disciplinary actions in the employee's personnel file which has been in the file for more than three (3) years shall not be used. (See exceptions below.) At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old, shall be removed and sealed, provided there has been no recurrence of the conduct during the immediate three (3) years after the incident on which the discipline was based. Exceptions to this provision are disciplinary actions based on the misappropriation of public funds or property; misuse or destruction of public property; 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; or mistreatment of persons including retaliation, harassment or discrimination of other persons based on a protected class status. Performance evaluations are excluded from this provision but employees may petition for removal of performance evaluations under rules of the Civil Service Commission.

D. MODIFICATION OF DUTIES/TRAINING

60. The City will provide specific written notification to the Union of any plans to modify the scope of duties of represented classes prior to posting of any final action by the Department of Human Resources, and upon written request of the Union, will meet promptly with the Union as required under Government Code 3504. This section shall be subject to prior approval from the Civil Service Commission and therefore shall not be subject to the grievance procedure or arbitration.

ARTICLE II – EMPLOYMENT CONDITIONS

61. Further, subject to availability of funds, the City will provide an opportunity for training to assist represented employees in meeting new requirements for their own positions arising from restructuring or in the event of layoffs.

E. REQUESTS FOR REASSIGNMENT

62. Employees covered by this MOU shall be given preference for reassignment within the facility based on seniority, overall performance and ability.

F. PROBATIONARY PERIOD

63. The definition of a probationary period shall be as provided under the Rules of the Civil Service Commission. All permanent appointees shall serve a one (1) year probationary period.

64. A probationary employee assigned to a limited duty position due to illness, injury, or other reasons shall have the duration of ~~his/her~~ their probation extended by the duration of time assigned to limited duty.

G. STATUS OF CIVIL SERVICE HIRING PROCESS

65. At the request of the Union, the Department agrees to hold meetings with the Union on a periodic basis to review the status of classification and exam matters affecting the bargaining unit.

H. INDEMNIFICATION AND DEFENSE OF CITY EMPLOYEES

66. The City shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq. Nothing herein is deemed to supersede referenced state law.

I. ADVANCE NOTICE TO UNIONS ON PERSONAL SERVICES CONTRACTS (PSC)

67. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the affected union(s) of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

68. 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 affected union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

ARTICLE II – EMPLOYMENT CONDITIONS

69. 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) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph 68.
70. The City agrees to provide affected unions with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

J. PAPERLESS PAY

70.a. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement.

70.b. 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.

70.c. 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.

ARTICLE III. PAY, HOURS AND BENEFITS

A. SCHEDULES OF COMPENSATION

71. The compensation rate for all represented classifications of employment subject to the provisions of Section A8.403 of the Charter and covered by this collective bargaining agreement shall be increased as follows:

Effective July 1, 2016:	3.25%	
Effective July 1, 2019:		3%
Effective December 28, 2019:		1.0 %

~~Included in the pay issued on August 23, 2016, the City shall provide to each permanent employee in represented classifications who is employed as of August 12, 2016, a one time lump sum payment equivalent to 0.75% of the regular paid hours that employee worked in fiscal year 2015-2016.~~

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

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

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

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

~~72. In the event the City negotiates additional improved general base wage increases that become effective between July 1, 2017 through June 30, 2019, inclusive, for staff nurses, that are exclusive~~

ARTICLE III – PAY, HOURS AND BENEFITS

~~of base wage increases provided in exchange for paying the required employee retirement contribution, those improved base wage increases will be extended to the Union's represented employees in a manner consistent with the overall economic agreement between the City and the Union.~~

73. The compensation rate for Class 2324 Nursing Supervisor with a Master's Degree shall be the same as the compensation rate for Class 2326 Nursing Supervisor, Psychiatric with a Master's Degree.
74. An employee who holds an appointment in a classification in this bargaining unit in addition to an appointment as a Class 2324 as-needed Nursing Supervisor shall be compensated at the top step of the 2324 salary range for hours worked as a Class 2324 as-needed Nursing Supervisor. The Appointing Authority shall have the ability to appoint all other Class 2324 as-needed Nursing Supervisors at any step.

B. SALARY STEP PLAN AND SALARY ADJUSTMENTS

1. Advancement

75. ~~Effective July 1, 2012: Employees appointed at Step One on or after July 1, 2012 shall advance to the second step and to each successive step, through step five, upon completion of one year required services at the prior step. **Except as otherwise provided herein, employees shall advance to each successive step upon satisfactory completion of one (1) year of required service.**~~ Employees shall advance to Step Six upon completion of two years of service at Step Five. Advancement from Step One through Step Six is subject to a "competent and effective" or "meets standards" performance evaluation rating in clinical areas.
76. Employees with one year of service at Step Six shall advance to Step Seven, subject to a "competent and effective" or "meets standards" performance evaluation rating in clinical areas.
77. Employees with three and one-half years of service at Step Seven, or, with ten years of service in a City Registered Nurse classification, whichever occurs first, shall advance to Step Eight (3.1% above step 7), subject to a "competent and effective" or "meets standards" performance evaluation rating in clinical areas. An employee shall serve not less than one year at Step Seven prior to advancement to Step Eight, regardless of the number of years of service in a City Registered Nurse classification.
78. Employees with five years of service at Step Eight, or, with fifteen years of service in a City Registered Nurse classification, whichever occurs first, shall advance to Step Nine (3.1% above Step 8), subject to a "competent and effective" or "meets standards" performance evaluation rating in clinical areas. An employee shall serve not less than one year at Step Eight prior to advancement to Step Nine, regardless of the number of years of service in a City Registered Nurse classification.

ARTICLE III – PAY, HOURS AND BENEFITS

79. Employees with six years of service at Step Nine, or, with twenty-one years of service in a City Registered Nurse classification, whichever occurs first, shall advance to Step Ten (3.1% above Step 9), subject to a “competent and effective” or “meets standards” performance evaluation rating in clinical areas. An employee shall serve not less than one year at Step Nine prior to advancement to Step Ten, regardless of the number of years of service in a City Registered Nurse classification.
80. Employees with five years of service at Step Ten, or, with twenty-six years of service in a City Registered Nurse classification, whichever occurs first, shall advance to Step Eleven (3.1% above Step 10), subject to a “competent and effective” or “meets standards” performance evaluation rating in clinical areas. An employee shall serve not less than one year at Step Ten prior to advancement to Step Eleven, regardless of the number of years of service in a City Registered Nurse classification.
81. The City will notify the employee, in writing, of its intent to deny a step increase at least sixty (60) calendar days prior to the scheduled increase date.

2. Credit for Time Served in a Provisional Appointment

82. A provisional appointee in a permanent position who accepts a permanent appointment in the same class from a regular eligible list shall have ~~his/her~~ the salary step in the permanent appointment based on the date of provisional appointment, provided the employee has served in the provisional appointment at least one continuous year immediately prior to the permanent appointment.

C. ADDITIONAL COMPENSATION

1. Night Duty

83. Employees shall be paid 10% more than the base rate set forth herein for hours worked in shifts designated by the Department of Public Health to be evening shifts and 20% more than the base hourly rate for hours worked in shifts designated by the Department of Public Health to be a night shift, excepting those employees participating in an authorized flex-time program who voluntarily work during hours otherwise designated as an evening or night shift.

a. Shift Differential Pay for Hours Worked

84. Employees shall receive evening or night shift differential only for actual hours worked. However, all employees who regularly work the evening or night shift as of June 30, 2000 and who have been receiving the evening or night shift differential premium in addition to base salary for paid time off shall continue to receive such differential for all hours paid.

2. Extended Tour of Duty

85. An extended tour of duty shall be a tour of duty of eight hours work completed within eleven consecutive hours but extended over more than nine hours. There shall be only one split in any tour of duty. The employees on an extended tour of duty shall be paid for time

ARTICLE III – PAY, HOURS AND BENEFITS

actually worked and shall be paid 50% above their base rate after the ninth hour. These provisions shall not apply to executive, administrative or professional employees.

3. Call Back (Rest Between Shifts)

86. Every full-time employee in class 2322 Nurse Manager, shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when said employee is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when said employee is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half as determined by the appropriate Annual Salary Ordinance.
87. This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative. Employees on call back resume their regular work schedule on the day after call back. If ~~his/her~~ **the employee's** regular schedule calls for ~~him/her~~ **the employee** to come in within eight (8) hours after call back, the employee has the option to not work or work at time and one-half until ~~he/she~~ **the employee** has twelve (12) consecutive hours rest time.

4. Weekend Schedule

88. A Registered Nurse shall be eligible for a weekend premium only when ~~he/she~~ **the employee** voluntarily commits to working a three out of four weekend schedule. A weekend schedule is defined as working two separate shifts in the same weekend.
89. Nurses shall be paid a 5% premium above their base hourly wage, including shift differential, for all hours worked on the weekend.

5. Supervisory Differential Adjustment

90. The Appointing Officer shall adjust the compensation of a supervisory employee whose compensation rate is established by this Agreement subject to the following conditions:
91. a. The supervisor, as part of the regular responsibilities of ~~his/her~~ **their** class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
92. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
93. c. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
94. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

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95. e. The compensation rate of the supervisor is less than one full step (approximately 5%) over the compensation rate, exclusive of extra pay, of the employee supervised. In determining the compensation rate of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation rate the top step of which is closest to the flat rate so converted shall be deemed to be the compensation rate of the flat rate classification.
96. f. The adjustment of the compensation rate of the supervisor shall not exceed 5% over the compensation exclusive of extra pay, of the employee supervised.
97. If the application of this section adjusts the compensation rate of an employee in excess of ~~his/her~~ **the** immediate supervisor, whose class is also covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of ~~his/her~~ **the** highest paid subordinate, provided that the other applicable conditions of this section are also met.
98. g. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
99. h. The Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

6. Appointment Above Entrance Rate

100. Appointments may be made by an appointing officer at any step in the salary range.

7. Bilingual Pay

101. ~~Employees who are assigned by their Department to a “Designated Bilingual Position” approved by the Department of Human Resources shall be granted an additional compensation of \$35.00 bi-weekly. A “Designated Bilingual Position” is one designated by the Department which requires translating to and from a foreign language including sign language as used by the hearing impaired, for a minimum of ten (10) hours bi-weekly.~~ **Subject to Department of Human Resources approval, employees who are certified as bilingual and who are assigned to perform bilingual services shall receive a bilingual premium of sixty dollars (\$60) per pay period. For purposes of this section, “bilingual” means the ability to interpret and/or translate non-English languages including sign language for the hearing impaired and Braille for the visually impaired, and “certified” means the employee has successfully passed a language proficiency test approved by the Director of Human Resources.**

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

ARTICLE III – PAY, HOURS AND BENEFITS

8. 24-Hour and Extended Hours Operations On-Call Pay

102. Employees who are assigned in writing by the Appointing Officer/designee to be responsible for 24-hour clinical unit operations and required to carry a pager as part of that assignment shall receive a 9% premium.
103. Employees who are assigned in writing by the Appointing Officer/designee to be responsible for extended hours clinical unit/operations of greater than forty-five (45) hours per week and required to carry a pager as part of that assignment shall receive a 4% premium.

103.a. This is an assignment based premium which is paid on all regularly scheduled paid hours.

9. Lead Manager Pay

104. An employee who is assigned in writing on a fiscal year basis by the Appointing Officer or designee to perform specific leadership and employee management responsibilities (e.g., hire, approve leaves, evaluate, and discipline) for one or more employees in ~~his or her~~ **the** same or equivalent class shall receive an additional five percent (5%) per hour above base salary rate for the duration of such an assignment.

10. Acting Assignment

105. A nurse temporarily assigned by ~~his/her~~ **the** department to perform a substantial portion of the duties and responsibilities of a higher classification shall be eligible to receive out of class pay after the tenth (10th) work day (within a sixty day period) of such an assignment, retroactive to the first (1st) day of the assignment. The nurse shall be paid at the salary step of the class to which ~~he/she~~ **the nurse** is temporarily assigned which represents at least a 5% increase over the nurse's current base salary.

11. Master's Premium

106. An employee within this bargaining unit who possesses a Master's degree in a relevant area shall receive a ten percent (10%) premium above ~~his/her~~ **the** basic hourly rate of pay, payable as of the date the employee supplies proof of the degree to the appropriate payroll office.

12. Court Duty Compensation and Jury Duty

- 106.a. Any employee required to appear in court, hearing, or deposition to give testimony directly related to the performance of their job duties outside of normal working hours shall be compensated for such time in accordance with the compensation provisions of this MOU. Any witness or other fee payable by a third party for the testimony of any employee directly related to the performance of the employee's job duties shall be paid directly to the City where the employee is compensated for such time by the City.**

ARTICLE III – PAY, HOURS AND BENEFITS

- 106.b. 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.**
- 106.c. 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.**
- 106.d. 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.**

D. OVERTIME COMPENSATION

107. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her **the** designated representative or any hours suffered to be worked by an employee, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable, provided that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
108. Part-time employees assigned to shifts of eight hours or less per shift are entitled to overtime for work in excess of eight hours per day or forty hours per week.
109. 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.
110. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to the provisions herein. In accordance with the FLSA, under no circumstances may an employee who is covered by the Act accrue more than 240 hours of compensatory time off.
111. Employees occupying executive, administrative, or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked, but may be granted compensatory time off at the rate of one and one-half times for time worked in excess of normal work schedules.
112. Non-"Z" designated employees who are required or suffered to work overtime shall be paid in salary unless the individual employee requests compensatory time off in lieu of paid overtime providing the request is approved by the appointing officer. Compensatory time shall be earned at the rate of

ARTICLE III – PAY, HOURS AND BENEFITS

time and one-half, request to receive compensatory time shall be made in writing and shall be submitted to the appointing officer or designated representative as soon as possible and in no event later than the end of the first pay period following the pay period in which the overtime was worked. In lieu compensatory time off shall be taken at a time mutually agreeable to the employee and the appointing officer in the fiscal year earned subject to the following conditions:

113. a. If the appointing officer and the employee are unable to mutually agree on when time off shall be taken, any accrued time off shall be paid at the end of the fiscal year; or,
114. b. If the appointing officer and the employee mutually agree, compensatory time off may be taken off during the succeeding six (6) month period following the end of the fiscal year in which the compensatory time was earned. However, if the compensatory time cannot be enjoyed by the employee in said subsequent six (6) month period, ~~he/she~~ the employee shall be paid in cash.

E. HOLIDAYS AND HOLIDAY PAY

1. Holidays

115. 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:

- New Year's Day, January 1,
- Martin Luther King, Jr.'s Birthday (the third Monday in January),
- Presidents' Day (the third Monday in February),
- Memorial Day (the last Monday in May),
- Independence Day, July 4,
- Labor Day (the first Monday in September),
- Columbus Day (the second Monday in October),
- Veteran's Day, November 11,
- Thanksgiving Day,
- the Day After Thanksgiving,
- Christmas Day, December 25, and
- in addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.

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

2. Floating Holidays

117. In addition, employees are allowed three (3) floating holidays to be taken on days selected by the employee subject to approval of the appointing officer. Floating holidays may be used in hourly increments. Both full-time and part-time temporary employees must complete six (6) months continuous service before receiving the additional days, provided further that all part-time temporary employees who are not regularly scheduled, but are

ARTICLE III – PAY, HOURS AND BENEFITS

employed on an as-needed, irregular, intermittent or other irregular basis are ineligible for the additional days. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off may be carried forward from one fiscal year to the next. Carryover of floating days shall be no more than the amount of annual accrual. Maximum floating holiday balance shall be no more than twice the annual accrual. No compensation of any kind shall be earned or granted for floating holidays not taken.

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

3. Holiday Compensation for Time Worked

119. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time and one-half the usual rate in the amount of 12 hours pay for eight hours worked or a proportionate amount for less than eight 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.
120. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

4. Holidays for Employees on Work Schedules Other than Monday Through Friday

121. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
122. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, ~~he/she~~ **the employee** shall be granted additional days off equal to such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

ARTICLE III – PAY, HOURS AND BENEFITS

5. Holiday Pay for Employees Laid Off

123. 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.

6. Employees not Eligible for Holiday Compensation

124. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled) or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

125. Exception: As-needed employees who work all legal holidays recognized by the City shall receive holiday pay. Employees who work as as-needed 2324's or 2326's on all legal holidays recognized by the City will be paid a 50% holiday premium for all hours worked.

7. Part-time Employees Eligible for Holidays

126. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays as provided on a proportionate basis.

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

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

F. WORK SCHEDULES

NORMAL WORK SCHEDULES

129. Unless otherwise provided in this MOU, a normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

130. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for registered nurse classifications which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four, five, or six consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five (5)-day, forty (40)-hour a week employees.

131. All classifications of employees having a normal work day of eight (8) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, eighty (80) hours per payroll period, and must execute

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a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights ~~he or she~~ the employee may have on the same subject contained in a memorandum of understanding. Such employees are eligible for overtime compensation only when they work more than their normal flex time schedule.

132. By mutual agreement the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) days, forty (40) hour a week schedules. Requests for alternate work schedules shall not be unreasonably denied.

133. A normal work week is a tour of duty on each of five consecutive days.

Exceptions:

134. 1. The 20-20 Educational Program.

135. 2. Specially funded training programs approved by the Civil Service Commission.

136. 3. Educational and training courses - regular permanent civil service employees may, on a voluntary basis with approval of the appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.

137. 4. Employees shall receive no compensation when properly notified (2 hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.

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

6. Voluntary Reduced Work Week

139. Employees with the approval of the appointing officer may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than sixteen (16) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

PART-TIME WORK SCHEDULES

140. A part-time work schedule is a tour of duty of less than forty hours per week.

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Furloughs

141. The mandatory furlough provisions of CSC Rule 120.28 shall not apply to covered employees. The provision of this subsection shall be subject to prior Civil Service Commission approval. This issue is not subject to the grievance procedure or arbitration.

COMPENSATION FOR VARIOUS WORK SCHEDULES

Normal Work Schedule

142. Compensation fixed herein on a per diem basis are for a normal eight hour work day; and on a biweekly basis for a biweekly period of service consisting of normal work schedules.

Part-time Work Schedules

143. Salaries for part-time services shall be calculated upon the compensation of normal work schedules proportionate to the hours actually worked.

G. HEALTH INSURANCE

~~July 1, 2012 through December 31, 2013 Premium Contributions~~

- ~~144. For the period July 1, 2012 through December 31, 2013, the City shall contribute the "average contribution", as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2), toward the cost of the "medically single employee" (Employee Only) premium.~~

- ~~145. For the period July 1, 2012 through December 31, 2013, the City shall contribute one hundred percent (100%) of the dependent coverage portion of the premium, plus the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2).~~

1. Employee Only/"Medically Single"

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

147. ~~Effective January 1, 2014, f~~ For "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan.

148. ~~Effective January 1, 2014, t~~ The City's contributions for dependent coverage shall be as follows:

- *Employee Plus One:*

ARTICLE III – PAY, HOURS AND BENEFITS

For employees with one dependent who elect to enroll in the lowest cost medical plan, the City shall contribute ninety-five percent (95%) of the total employee plus one premium.

For employees with one dependent who elect to enroll in the second highest cost medical plan, the City shall contribute ninety percent (90%) of the total employee plus one premium.

For employees with one dependent who elect to enroll in the highest cost medical plan, the City shall contribute fifty percent (50%) of the dependent coverage portion of the premium, plus the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2).

- *Employee Plus Two or More:*

For employees with two or more dependents who elect to enroll in the lowest cost medical plan, the City shall contribute ninety-five Percent (95%) of the total employee plus two premium.

For employees with two or more dependents who elect to enroll in the second highest cost medical plan, the City shall contribute ninety percent (90%) of the total employee plus two premium.

For employees with two or more dependents who elect to enroll in the highest cost medical plan, the City shall contribute fifty percent (50%) of the dependent coverage portion of the premium, plus the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2).

2. Dental Insurance

149. ~~Effective July 1, 2008, s~~ Such coverage shall be provided through the City's Health Service System at the same cost as for all other City employees participating in the HSS plan. Employees shall adhere to the regular open enrollment procedures preceding the implementation as set forth by the Health Service System.

150. ~~Effective January 1, 2013, e~~ Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

3. Long Term Disability Insurance

151. The City shall provide at its own cost to employees with (6) months continuous service a Long Term Disability ("LTD") plan that provides, after a one hundred eighty (180) day elimination period, sixty (60%) percent salary (subject to integration) up to age sixty-five.

ARTICLE III – PAY, HOURS AND BENEFITS

Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City’s Catastrophic Illness Program.

4. Benefits While on Unpaid Leave

152. The City will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status in excess of twelve (12) continuous weeks, with the exception of approved sick leave, workers’ compensation leave, family care leave, or mandatory administrative leave. Following expiration of the employee’s family care leave, the employee may request personal leave due to hardship (pursuant to the procedures of the Department of Human Resources). Paid benefits shall continue during this approved personal leave. In addition, the City will continue payment of all regular contributions for employee health and dental benefits for an employee on a holdover list during the time period that the employee verifies that the employee does not have alternative health care coverage. The verification process shall be established by the Department of Human Resources and the Union.

H. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

153. The City agrees to continue the enrollment of employees covered by this MOU in the State Disability Insurance program. The payment of sick leave pursuant to Rule 120 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of ~~his/her~~ **their** accumulated sick leave with pay as will approximately equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee’s illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.
154. The City agrees to continue participating in the State Unemployment Insurance program as long as applicable laws so require.
155. In the event this section is impacted by changes to Civil Service Rule 120, it shall be amended to conform with such rule.

I. LONGEVITY LEAVE

156. Employees shall be granted paid longevity leave days in conformity with the Charter to be taken on days selected by the employee subject to approval of the appointing officer and not subject to carry-over, as follows:
- After five years continuous service, one leave day.
After seven years continuous service, four leave days.
After ten years continuous service, six leave days.
After fifteen years continuous service, seven leave days.
157. Longevity leave days may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for longevity leave not taken.

ARTICLE III – PAY, HOURS AND BENEFITS

J. RETIREMENT PICKUP

158. Represented employees who are members of SFERS agree to pay their own employee retirement contribution to SFERS. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.

Retirement Seminar Release Time

159. 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 and PERS. All such seminars must be located within the Bay Area.
160. 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.
161. This section shall not be subject to the grievance procedures.

Retirement Restoration

- ~~162. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes was impacted by the wage deferrals fiscal years 2010-11 and 2011-12 described in Section III.A. of the parties' 2007-2012 MOU, as amended, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the wage increase deferrals described in in Section III.A. of the parties' 2007-2012 MOU, as amended, for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period). For employees who retire prior to July 1, 2012, post-retirement payouts of vacation and vested sick leave will be made at the employee's normal (non-wage deferred) hourly rate, although nothing herein requires the San Francisco Employees Retirement System, or any applicable retirement system, to include payouts of vacation or vested sick leave in retirement calculations.~~

K. PARKING

163. The monthly rate for basic employee parking at facilities under the City's management or control at the Department of Public Health or Human Services Agency will not exceed the price of a MUNI Fast Pass, plus \$10 for all employees covered by this Agreement.

L. SICK LEAVE ORDINANCE

164. Pursuant to San Francisco Administrative Code Section 12W.9, Chapter 12W, Paid Sick Leave Ordinance, the parties expressly agree to waive the provisions of Chapter 12W in its entirety with respect to the employees covered by this Agreement.

ARTICLE IV. WORKING CONDITIONS

A. HEALTH AND SAFETY

Joint Labor-Management Occupational Safety and Health Committee

165. There is hereby created a Joint Labor-Management Occupational Safety and Health Committee consisting of ten (10) persons appointed by the Unions representing City employees and ten (10) persons appointed by the Mayor. Appointees of the Union shall serve on released time subject to departmental approval which shall not be unreasonably denied.

Battery Leave with Pay for Assaulted Employees

166. Employees shall receive leave with pay for any absences which are caused by bodily injury or illness arising out of and in the course of employment and are caused by an act of violence.

B. SECURITY

167. The City shall provide security protection for employees, including guards on patrol in parking lots and adjoining areas where employees come and go to work.

C. EDUCATIONAL LEAVE

1. Eligibility Criteria

168. A nurse shall be allowed a maximum of forty (40) hours educational leave with pay per fiscal year to attend courses, institutes, workshops or classes of an educational nature provided:
169. a. The nurse applies one (1) month in advance when possible in writing specifying the course, institutes, workshop or class the nurse wishes to attend;
170. b. The nurse obtains permission from ~~her/his~~ their immediate supervisor to attend;
171. c. Such leave shall not interfere with staffing.
172. d. A registered nurse who is entitled to apply for educational leave hours but who does not apply waives them for the year. If an eligible nurse requests educational leave before May 1 of any year for a program within the guidelines provided herein and is denied such request, the nurse may carry over the amount of leave denied not to exceed 10 hours to the following fiscal year provided, that the total accumulated educational leave may not exceed 50 hours per fiscal year.
173. e. Eight (8) of the forty (40) hours of educational leave pay may be used for management/leadership development.
174. f. Eight (8) hours (on a pro-rata basis) of educational leave shall be used each fiscal year for the purpose of attending any Department-required educational course or training that

ARTICLE IV – WORKING CONDITIONS

is relevant to the nurse's job responsibilities inside or outside the facilities during his/her the nurse's normal working hours.

2. No Unreasonable Denial

175. Permission for such educational leave will not be unreasonably denied.

3. Regularly Scheduled

176. To be eligible for educational leave, the nurse must be full-time or regularly scheduled part-time.

4. Guidelines

177. The following shall serve as guidelines for the programs covered by paid educational leave.

178. a. Formally organized courses in nursing and administration;

179. b. Formally organized courses in related subjects leading to a degree in nursing;

180. c. Formally organized seminars and symposia dealing with the contemporary practices of nursing;

181. d. Formally organized specialized courses relating to nursing practice;

182. e. Formally organized clinical nursing seminars and institutes such as Maternity and Child Health and Medical Surgical;

183. f. Formally organized specialized programs not directly involving nursing but primarily related to patient's health and welfare (e.g., Child Development, Counseling, Home Care, Community Health)

184. g. Formally organized programs for health professionals open to Registered Nurses and which deal with issues involving patient care.

5. Covered Areas

185. The various areas covered above shall include those sponsored by a hospital, education institutions, government agencies or professional associations.

186. It is agreed that the above set forth activities shall be related to nursing practices within the employing facility.

187. The nurse may be requested by management to make a report on such activity in writing to his/her their immediate supervisor.

ARTICLE IV – WORKING CONDITIONS

D. LEAVE AT THE REQUEST OF THE DEPARTMENT

188. An employee may be assigned to attend an educational course or training that is relevant to the employee's job responsibilities, inside or outside City facilities during his/her ~~their~~ normal working hours. ~~S/he~~ **The employee** shall be paid at his/her ~~the~~ regular rate while so assigned. Effective July 1, 2003 through the duration of this Agreement, employees shall use four hours (on a pro-rata basis for part-time employees) of educational leave, vacation, compensatory time or unpaid leave each fiscal year for the purpose of attending such assigned educational courses or trainings. Courses which the employee is required to attend by the Department shall be free of charge.

E. EMPLOYEE DEVELOPMENT FUND

189. **Budget.** The City agrees to provide \$100,000 in each fiscal year covered by this MOU, for the exclusive use of nurses in the classifications covered by this MOU. **Unused funds shall not be carried forward to the next fiscal year.**

189.a. Eligible Employees. Any full-time or part-time employee who regularly works at least 20 hours per week with a minimum of one (1) year continuous service in any class immediately prior to receipt of application, is eligible for employee development fund reimbursement.

189.b. Eligible Expenses. Until such funds are exhausted, **and subject to approval by the appointment officer or appropriate designee,** an employee may utilize up to a maximum of \$5,000 per fiscal year. ~~Any portion of said allocation that remains unexpended at the end of any fiscal year in this 2012-2015 MOU shall be carried over into the next fiscal year within the term of this 2012-2015 MOU. However, unused funds shall not carry over beyond the expiration of this 2012-2015 MOU. Reimbursement may include for~~ the cost of class/school tuition, course-related books, advanced degree related to employment, nursing certification programs, professional journals, nursing or administrative/managerial books or journals, and course or work-related software programs consistent with the Department's information systems policy. **Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training. All expenses must be relevant to the employee's current classification or a classification to which the employee might reasonably expected to be promoted. No reimbursement shall be made for expenses to employees receiving reimbursement under a Federal and State Veterans benefit program or from other public funds.**

190. **Travel.** In addition, subject to approval by the Appointing Officer, or designee, and to the extent funds are available, employees may utilize up to one-half of the funds available to them for that fiscal year under this article to pay for up to one-half of the cost of reasonable and necessary travel and lodging **outside of the nine Bay Area Counties** for approved training. Travel reimbursement rates shall be as specified in the Controller's **Accounting Policies and Procedures** ~~travel policy~~ memo. However, Employee Development Funds may not be used for food.

190.a. Approval and Timing. An employee may submit a pre-approval request for an expense incurred in the current fiscal year or prior fiscal year. An employee cannot submit a request for an expense in a future fiscal year event. Reimbursements will not be paid until the employee provides proof of payment and proof of satisfactory completion. If an employee

ARTICLE IV – WORKING CONDITIONS

provides notice of resignation, the employee must submit the expense report and receive all online approvals before separating from the City.

191. Effective July 1, 2007, the City agrees to fund \$10,000 per fiscal year for a DPH Nursing Leadership Retreat to develop and implement improvements in support of the Department’s mission to improve the quality of care. The DPH Nursing Leadership Council shall convene to plan and coordinate the retreat.

F. PROFESSIONAL LICENSING REIMBURSEMENT

192. The City shall reimburse employees for the amount of Professional Licensing fees.

G. PROFESSIONAL PERFORMANCE COMMITTEE

193. Each facility whose members are represented by this Agreement shall establish a Professional Performance Committee. There shall be one Professional Performance Committee for each organizational units within the Department.

194. This committee shall prepare an agenda and keep minutes of the proceedings. A copy of all such minutes will be provided to the head of the department.

195. This committee shall meet no more than two (2) hours per month. Members will receive regular pay compensation for meeting during regular work hours.

Objectives of Professional Performance Committee:

196. a. To serve as a vehicle for communication of professional concerns in current practice or identifiable trends in nursing practice.
197. b. To identify alternative means of resolving existing problems and make recommendations to appropriate heads of department.
198. c. To provide a forum to discuss educational needs within each facility and identify and recommend alternative solutions.

H. CONSCIENTIOUS OBJECTION TO AREAS OF MORAL OR RELIGIOUS CONCERNS

199. The rights of patients to receive quality nursing care are to be respected.
200. It is recognized that Registered Nurses hold certain moral, ethical and religious beliefs and in good conscience may be compelled to refuse involvement with abortions and other procedures involving ethical causes.
201. Emergency situations will arise where the immediate nature of the patient's needs will not allow for personnel substitutions. In such circumstances the patient's right to receive the necessary nursing care will take precedence over exercise of the nurse's individual beliefs and rights until other personnel can be provided.

ARTICLE IV – WORKING CONDITIONS

I. COUNSELING

202. Employees shall receive at no cost of the employee such referral services as are provided by the City and County.

J. LAYOFFS

203. In the event employees covered by this agreement are laid off from their position, the Department shall provide a minimum of sixty (60) days written notice prior to the effective date of layoff. The sixty (60) day advance notice shall apply only to the initial phase of layoffs and shall not apply to any subsequent displacements or bumping caused by the initial phase of layoffs.

204. The provisions of this section shall not apply to as-needed employees, employees hired for a specific period of time, or for the duration of a specific project or position. This section shall also not apply to the separation of provisional employees at the expiration of their provisional appointment or when displaced by an eligible from a list pursuant to Civil Service Commission rules and policies.

205. Seniority shall be defined as the length of continuous service in the same classification for the Department of Public Health.

206. Seniority, for purposes of layoff, shall be governed by Civil Service Commission Rules.

K. BARGAINING UNIT WORK

207. The Department agrees that for the duration of this Agreement it will not use any supervising nurses supplied by private for-profit or non-profit organizations that provide such service.

208. For the duration of this Agreement, the City agrees not to replace a bargaining unit employee with a UCSF employee.

L. TRAINING

1. Human Resources Training

209. The City agrees that the competent performance of supervisory duties is of the utmost importance and a benefit to all parties. Accordingly, the City will arrange for bargaining unit employees to receive applicable training regarding the City's human resource policies and procedures, applicable collective bargaining agreements, equal employment policies, disciplinary procedures, and grievance management to enhance said employees' supervisory skill base.

2. Management Training

210. The City recognizes and supports that employees in this bargaining unit wish to enhance performance of their clinical and/or managerial duties. To that end, subject to available resources, the City will endeavor to provide specific training to employees on topics such as: teambuilding; supervisory skills; applicable specialty clinical training; analytical reporting; quality management, conflict resolution; and other applicable topics.

ARTICLE IV – WORKING CONDITIONS

M. JOINT COMMITTEE FOR ADEQUATE SUPERVISION TO ENSURE SAFER WORK AND IMPROVED PATIENT CARE

211. The City recognizes that the scope and complexity of work has changed. The City also recognizes the importance and necessity of safe working conditions for employees and their management of operations including adequate clinical supervision of quality patient care.
212. In light of the above, the City and the Union will establish a committee to address the need for adequate clinical supervision. The City and the Union will each designate three (3) members to the committee. Union members will participate in committee meetings on paid time, normally not more than four (4) hours per pay period. If needed, the Appointing Officer or designee may approve additional hours.
213. The committee will evaluate clinical supervision according to: (1) the scope and complexity of duties and (2) standards of care as identified by regulatory requirements.
214. The committee will begin within ninety (90) days of the ratification of this Memorandum of Understanding. No later than nine (9) months after the ratification of this Memorandum of Understanding, the committee will present a report of its conclusions as to the standards of adequate clinical supervision to the Appointing Officer or designee. Any plan adopted pursuant to this paragraph is subject to budgetary authorization.
215. The City agrees to adhere to the clinical supervision standards established by this procedure, subject to budgetary authorization.
216. This section shall not be subject to the grievance procedure of this Memorandum of Understanding.

N. ADMINISTRATIVE DAYS

217. Full time employees represented by this bargaining unit shall be eligible for four (4) paid administrative days. The purpose of these paid administrative days is to allow employees to perform administrative duties, including but not limited to preparing performance appraisals and working on special projects. Prior to taking an administrative day, employees must obtain advance approval from the Appointing Officer and secure coverage for ~~his/her~~ **their** unit(s). Any agreement to work off-campus will be in accordance with the Citywide Telecommuting Policy and not subject to the grievance procedure.

O. SFGH DPH DEPARTMENTAL WORKLOAD MEETING

218. The parties agree intend to meet quarterly starting no later than October 1, 2019 ~~in the Spring of 2017 upon the conclusion of the Interval Sampling Study~~ to discuss and review the ~~recommendations of the survey regarding~~ the workload of the employees in this bargaining unit. At such time, up to three (3) members that are selected by the Union will meet with representatives of SFGHDPH to discuss the potential changes in workflow duties and tasks that could impact employee's work day and discuss solutions that may positively affect the working environment.

ARTICLE V. SCOPE

A. SCOPE OF AGREEMENT

219. The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the jurisdiction of the Board of Supervisors and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.
220. The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 2012.

B. MEET AND CONFER

Advance Notice

221. Except in cases of emergency as provided below in this subsection, the Union, as well as employee representatives, if affected, shall be given reasonable advance written notice of any City personnel rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption.
222. In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such rules as are required. At the earliest practicable date thereafter, the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet and confer with the appropriate management representatives.
223. Each existing ordinance, resolution, rule or regulation over which the Board of Supervisors has jurisdiction pursuant to provisions of the San Francisco Charter, and which is specifically changed or modified by the terms of this MOU, shall be deemed incorporated in this MOU in its changed or modified form from the effective date of this MOU to and including the date of expiration thereof.

C. SAVINGS CLAUSE

224. ~~Should any part of this MOU be determined to be contrary to law, such invalidation of that part or portion of this MOU shall not invalidate the remaining portions hereof.~~ **Should a court or administrative agency declare any provision of this Agreement invalid, inapplicable to any person or circumstance, or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect for the duration of the Agreement.**

ARTICLE V – SCOPE

D. DURATION OF AGREEMENT

225. This MOU shall be in effect from July 1, ~~2016~~ 2019 through and inclusive of June 30, ~~2019~~ 2022 with no reopeners except as specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this _____ day of _____, 20169.

FOR THE CITY

FOR THE UNION

~~Diana Doughtie~~ Victoria Carson Date
Chief Negotiator

Peter Finn Date
Secretary-Treasurer Teamsters Local 856
Freight Checkers, Clerical Employees &
Helpers, Local 856 (Supervising
Registered Nurses, Unit 47)

Micki Callahan Date
Director of Human Resources

~~Tim Jenkins, Business Agent~~ Mark
Leach, Representative Date

Approved As To Form:
Dennis J. Herrera
City Attorney

Katharine Porter Date
Chief Labor Attorney

APPENDIX A
UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

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

II. Notice and Access

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

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

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

C. Notice

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

APPENDIX A

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.

APPENDIX A

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

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

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

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

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

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

APPENDIX A

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

APPENDIX A

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)

INFORMATION SECTION

INFORMATION SECTION

The following information is included for information only, and is not a part of the foregoing MOU:

Pursuant to the Charter, the City contributes whatever rate is applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. The level of benefits is set pursuant to the Charter. Coverage for temporary employees as set forth in Administrative Code Section 16.700 shall be continued for the duration of this MOU.

SIDELETTER

City and County of San Francisco



Department of Public Health

Human Resource Services

Labor Relations Division

(415) 206-8630

FAX (415) 206-4580

January 21, 2003

Leslie Leone, Business Agent
Teamsters Local 856, Supervising Nurses
453 San Mateo Avenue
San Bruno, CA 94066

Re: Sideletter re Furloughs

Dear Leslie:

This side-letter confirms an oral agreement we reached on Monday, January 13th 2003 concerning the possibility of furloughs for City employees, including supervising nurses.

As you appreciate, the City and Teamsters, Local 856 reached a very unique tentative agreement to extend the parties' MOU through June 30, 2005. This two year contract extension includes 10% in general wage increases for supervising nurses, plus substantial gains in compensation in other areas, even though the City faces a 300 million dollar budget deficit and it will be offering no such increases for any other occupational group of employees.

The City and the Department of Public Health agreed to these wage increases in response to a nationwide nursing shortage, which has resulted in dramatic salary increases for nurses all around the Bay Area. However, given the budget deficit, significant layoffs will be likely if the City and its unions are unable to agree upon significant cost saving measures.

The City will be renegotiating labor contracts with almost its entire workforce in the next few months. In an effort to minimize necessary layoffs, the parties will likely discuss unpaid furlough days as one of numerous cost-saving proposals.

Notwithstanding any existing provisions in the MOU between the City and Teamsters, Local 856, in the event a significant number of City unions agree to unpaid furlough days and/or the Department of Public Health determines unpaid furlough days will be necessary to avoid layoffs in the supervising nurses bargaining unit, you have agreed to meet and confer in good faith with the City over an unpaid furlough program for supervising nurses. The parties acknowledge that the City retains its right to layoff employees in the event the parties are unable to reach agreement on an unpaid furlough or equivalent cost saving program.

SIDELETTER

Please sign and return to me a copy of this side-letter. It will be filed with the Board of Supervisors as an addendum to the MOU.

Bob Thomas
Chief Negotiator

Leslie Leone, Business Agent
Teamsters Local 856

cc Steve Kawa, Deputy Chief of Staff, Mayor's Office
Ben Rosenfield, Budget Director, Mayor's Office
Mitch Katz, Director, Department of Public Health
Sue Currin, Chief Nursing Officer, San Francisco General Hospital
Ed Harrington, Controller
Andrea Gourdine, Director, Department of Human Resources
Geoff Rothman, Director, Employee Relations
Phil Ginsburg, Deputy City Attorney
Rick Sheinfield, Deputy City Attorney
Clerk, Board of Supervisors