

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN AND FOR**

**UNION OF AMERICAN PHYSICIANS AND DENTISTS  
(UNIT 17)**

**AND**

**CITY AND COUNTY OF SAN FRANCISCO**

**JULY 1, 2015 – JUNE 30, 2018**

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## **ARTICLE I – REPRESENTATION**

1. This Memorandum of Understanding (hereinafter “MOU”) is entered into by the City and County of San Francisco (hereinafter “City”) through its designated representative acting on behalf of the Mayor and the Union of American Physicians and Dentists (hereinafter “Union”).

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

2. 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:

2233          Supervising Physician Specialist – Unit 17

### **I.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 Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor’s jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Mayor has no jurisdiction.

### **I.C. 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. The Union recognizes the City’s right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission and this MOU. It is recognized that standards of performance which relate to medical practice are to be established or revised only by the medical staff as outlined in the peer review process of the Medical Staff Bylaws.

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

5. It shall be the exclusive responsibility of the Appointing Officer to determine the mission, merit, necessity and organization of any service or activity within the

*Article IV - Working Conditions*

Department, to set standards of service and to direct the work force in meeting those standards, as set forth in the Charter of the City and County of San Francisco, Meyers-Milias-Brown Act and various ordinances of the City and County of San Francisco. It shall be the responsibility of the Appointing Officer to determine and implement administrative policies consistent with the intent of the Charter and other appropriate Federal, State and City and County boards, commissions, and officers. The Appointing Officer shall also be responsible for taking disciplinary action, reducing the forces under his/her jurisdiction to conform to the needs of the work of the Department, and for determining the methods, means and personnel by which the Department's operations are to be conducted. These rights will be exercised in accordance with the provisions of this MOU.

6. The Appointing Officer agrees to notify the Union by certified mail, return receipt requested when contracting out of an existing Department service staffed by covered employees is contemplated. However the Employer may at its sole discretion, enter into a contract, subcontract, partnership, or other business arrangement whereby one, some or all of the job functions or work presently performed under this Agreement at the Department of Public Health may be provided, in whole or in part, by another employer or entity that is not a party to this Agreement.
  
7. In the event an employee is laid off or terminated solely because the Employer has entered into a contract, subcontract, partnership, or other business arrangement whereby the job functions or work presently provided under this Agreement at the Department of Public Health are to be provided, in whole or in part, by another employer or entity not party to this Agreement, and the employee is not offered a position with the contractor, subcontractor, partnership, or other business arrangement, such employee shall receive severance pay in accordance with the following formula:
  - Less than one (1) year of service: 0%
  - One year to less than five (5) years of service: 4% of the highest annual salary within the last five (5) years.
  - Five (5) years to less than ten (10) years service: 8% of the highest annual salary within the last five (5) years.
  - Ten (10) years to less than twenty (20) years service: 12% of the highest annual salary within the last five (5) years.
  - Twenty (20) years or more of service: 14% of the highest annual salary within the last five (5) years.
  
8. In the event an employee is laid off or terminated solely because the Employer has entered into a contract, subcontract, partnership, or other business arrangement whereby the job functions or work presently provided under this Agreement at the Department of Public Health are to be provided, in whole or in part by another employer or entity not party to this Agreement, and the employee is offered a position with the contractor, subcontractor, partnership, or other business arrangement, and the employee does not accept this offer of a position, such employee shall receive severance pay in accordance with the following formula:
  - Less than one (1) year of service: 0%

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- One (1) year to less than five (5) years of service: 2% of the highest annual salary within the last five (5) years.
  - Five (5) years to less than ten (10) years service: 3% of the highest annual salary within the last five (5) years.
  - Ten (10) years to less than twenty (20) years service: 4% of the highest annual salary within the last five (5) years
  - Twenty (20) years or more of service: 5% of the highest annual salary within the last five (5) years.
9. Such severance pay shall be in addition to any vacation pay, holiday pay, or other compensation which the employee has earned and is entitled to be paid under this Agreement, but which has not been paid.
10. If the Employer enters into a contract, subcontract, partnership, or other business arrangement as provided in this Section, the Employer's sole obligation shall be as set forth in the severance pay provisions.
11. The employer may at its discretion consider contract services with any organization including an organization which may be formed by members covered by this Agreement.

**I.E. NO STRIKE PROVISION**

12. The City will not lock out the employees who are covered by this agreement. Neither the Union nor its represented employees will authorize or engage in any strike, engage in, or cause, encourage or condone work stoppages, or sympathy strikes or organized slowdowns during the term of this agreement.

**I.F. GRIEVANCE PROCEDURE**

**Introduction**

13. This section is intended to establish a procedural method by which grievances, as defined herein, may be resolved in an expeditious and orderly manner.

**Definition**

14. A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the employee organization, which is the recognized employee organization for the grievant's classification, as to any or all of the following:
15. a. That any Department with employees represented by this MOU has failed to implement a condition of employment as specifically set forth in an existing ordinance or resolution of the Board of Supervisors, or in a then-current ratified MOU between and for the Board of Supervisors and the employee organization, which is recognized for the grievant's classification, provided that such condition of employment is within the scope of representation as defined in California Government Section 3504 and provided further that such condition of employment is within the Charter authority of the Board of Supervisors to or Mayor to so implement.



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16. b. That any Department has failed to implement a condition of employment specifically set forth in this duly executed MOU, or an allegation that a Department has misinterpreted or misapplied a written department policy, rule or regulation provided that such written policy, rule or regulation concerns a condition of employment which is within the scope of representation as defined in California Government Code Section 3504.
17. c. Any problem or question of interpretation on issues within the definitions contained above.

**Exclusion of Civil Service Matters**

18. The Grievance Procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter Authorities.

**Definition of Working Day**

19. A working day is any period of twenty-four hours excluding Saturdays, Sundays and holidays.

**Filing of Grievances**

20. All grievances shall be filed and processed as follows:

**Informal Discussion**

21. Any employee having a grievance shall first discuss it with his/her immediate supervisor in an effort to resolve the grievance in an informal manner.

**STEP ONE – Immediate Supervisor**

22. If a solution to the grievance, satisfactory to the employee and the immediate supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of the Grievance Procedure. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall fourteen (14) calendar days of the informal discussion with immediate supervisor, submit the grievance in writing to his/her immediate supervisor with copies to parties specified in the City's official Grievance Form. The immediate supervisor shall, within five working days of receipt of the written grievance, respond in writing to the grievance with his/her decision and specifying his/her reasons for concurring with or denying the grievance.

**STEP TWO – Appointing Officer**

23. If the decision of the immediate supervisor is unsatisfactory to the grievant, the grievant or the grievant's representative shall, within fourteen (14) calendar days of receipt of the intermediate supervisor's decision, submit the written grievance to the Appointing Officer. The Appointing Officer shall, within fourteen (14) calendar days of receipt of the written grievance, hold a hearing on the grievance unless such hearing is waived by both parties and shall respond thereafter, in writing to the grievance with his/her decision and specifying his/her reasons for concurring with or denying the grievance.

**STEP THREE – Director, Employee Relations/Hearing Officer**

24. a. If the decision of the Appointing Officer is unsatisfactory, the grievant and/or his/her representative shall, within ten working days of receipt of the Appointing Officer's decision submit the written grievance to the Employee Relations Director so that the grievance may be heard and resolved by a hearing officer. Prior to the selection of a hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the Appointing Officer. The Director, Employee Relations shall have seven (7) working days after the receipt of the written grievance in which to review and seek resolution of the grievance.
25. b. If the Director, Employee Relations is unable to informally resolve the grievance to the mutual satisfaction of the grievant and the Appointing Officer, the Union reserves the exclusive right to submit and advance the grievance to a hearing officer. The hearing officer shall be selected by mutual agreement between the Union and the Appointing Officer or designee. If the Union and the Appointing Officer (or designee) are unable to agree on the selection of a hearing officer, they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The Union and the Appointing Officer (or designee) shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the Union or Appointing Officer deletes the first name in the alternating process of deleting names, shall be determined by lot.
26. c. Except when a statement of facts mutually agreeable to the Union and the Appointing Officer is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.
27. d. It shall be the duty of the hearing officer to hold said hearing within forty-five (45) calendar days of written acceptance of appointment as the hearing officer. If the hearing officer is unable to hold the hearing within 45 calendar days, the parties may mutually agree to select another arbitrator.
28. e. After said hearing, or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to render a written decision, including written finding of fact(s) upon which the decision is based, to the parties.
29. f. The decision of the hearing officer shall be final and binding upon the grievant/ Union and the Appointing Officer.
30. g. The hearing officer's authority pursuant to the provisions of this Grievance Procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the Department has improperly acted or failed to act as provided in paragraphs 14-17 hereinabove. Further, the hearing officer shall have no power to amend or to recommend an amendment of a Board of Supervisor's ratified MOU, ordinance or resolution or a written departmental policy, rule, regulation or this duly executed departmental MOU.

31. h. Each party (employee, group of employees, or employee organization and the Appointing Officer) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter, if any, shall be borne equally by the parties.

**The Effect of Failure of Timely Action**

32. Failure of the grievant to submit an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the Department to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

**Timeliness of the Grievance**

33. A grievance filed pursuant to Section I.F. paragraph 15, hereinabove shall be raised with the immediate supervisor within forty-five (45) calendar days from the date on which the Department has allegedly failed to implement a condition of employment, or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than forty-five (45) calendar days plus such forty-five (45) calendar day reasonable discovery period.

34. A grievance filed pursuant to Section I.F. paragraph 16, hereinabove shall be raised within fourteen (14) calendar days of its being known or within fourteen (14) calendar days of when the grievant might reasonably have been expected to have learned of the grounds for the grievance.

35. A grievance filed pursuant to Section I.F. paragraph 17, hereinabove shall be submitted within the same time limits set forth in paragraphs 15 and 16, as appropriate to the subject matter of the question of interpretation. Time limits established herein may be extended by written mutual agreement between the parties.

36. The grievance may be advanced to a higher step or returned to a lower step of the procedure by written mutual agreement between the parties.

37. This procedure is the sole procedure for resolution of grievances as defined herein during the life of the MOU.

**Rights of the Employee Organization Recognized to Represent the Grievant's Classification.**

38. An employee may pursue a grievance under this procedure, through step 3, with the assistance of his/her recognized exclusive representative or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) or employee(s) of any other employee organization.

39. In those grievances in which the employee represents himself/herself, or arranges for representation by other than the recognized exclusive representative as set forth above, the Department shall make no resolution or award which shall be inconsistent with the

terms and conditions of a ratified MOU which covers the grievant's classification. In the event the recognized exclusive representative determines that such an inconsistent resolution or award has been made, the recognized exclusive representative, on its own behalf, may file a grievance at Step Three (3) for the purpose of amending such inconsistent resolution or award.

## **I.G. OFFICIAL REPRESENTATIVES AND STEWARDS**

### **Representatives**

40. The Union may elect as many as one (1) employee member of such organization from the appropriate unit represented by such organization, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Employee Relations Director to meet and confer on matters within the scope of representation affecting such appropriate unit and to participate in the discussion, deliberation and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:
41. The organization duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
42. No selected employee member shall leave duty or work station or assignment without specific approval of the employee's department head or other authorized executive management official.
43. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

### **Stewards**

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

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48. Shop stewards shall not interfere with the work of an employee.
49. Union agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.
50. Except in cases of emergency, management will give at least two (2) calendar weeks notice if a shop steward is to be transferred to another work shift or location.

**I.H. UNION SECURITY**

51. Dues deductions shall be made only upon signed authorization from the employee on a form furnished by the City and shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the month of January. The revocation notice shall be delivered to the office of the Controller on or before January 30 of the fiscal year covered by this MOU. The City shall deliver a copy of the notices of revocation of dues deduction authorizations to the Union not later than March 1.
52. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this section.

**I.I. DISCIPLINE OR RELEASE OF EXEMPT EMPLOYEES EXCEPT DUE TO LAYOFF**

53. This section applies only to those employees who are exempt from the Civil Service provisions of the Charter of the City and County of San Francisco. This section shall apply to disciplinary and non-disciplinary releases. This section shall not apply to layoffs. It shall not apply to voluntary resignations. In cases of a non-disciplinary release, a represented employee has the option of either utilizing the procedures set forth below in this section or receiving a severance payment as set forth in section II.E. in this memorandum of understanding.
54. The Appointing Officer may terminate the employment of, or discipline, or release exempt employees. In the event that termination or discipline or release of an exempt employee is recommended to the Appointing Officer, the exempt employee shall be entitled to the following due process prior to the execution of such termination or discipline or release:
  55. a. The employee shall receive written notice of the reasons for the termination or discipline or release and supporting documentation, if any.
  56. b. The employee shall be notified of their right to submit a written response including the written statements of any individuals supporting the employee's position. The written answer must be submitted within ten (10) working days of the date of notice of termination or discipline or release in order to be reviewed.
  57. c. After the expiration of the period of time designated for the exempt employee to submit their statement, the Appointing Officer shall review all documents

provided and shall notify the employee in writing of their decision within twenty (20) working days.

58. d. Upon issuance of the Appointing Officer's decision, the employee may request that an impartial, fact-finding panel be convened. Such a request shall be made in writing to the Appointing Officer within five (5) working days of the date of issuance of the Appointing Officer's decision. Upon receipt of the request, the Appointing Officer shall appoint an impartial fact-finding panel of three (3) members, one of whom is to be nominated by the Union, to perform in an advisory capacity to the Appointing Officer in release, termination or other disciplinary proceedings. The members of the fact-finding panel are required to be licensed medical doctors only for cases in which the charges for termination or other discipline pertain to a doctor's professional practice of medicine. The panel is required to provide its findings and recommendation within five (5) working days. The procedures described in this section apply to clinical and non-clinical issues and is advisory only. The report of the fact-finding panel is not binding in any way upon the Appointing Officer.
59. For exempt employees who are members of organized medical staffs with established Medical Staff Bylaws, termination or other discipline for reasons which pertain to the doctor's licensed professional competency shall be subject to the due process set forth in the relevant sections of the Medical Staff Bylaws.
60. The Appointing Officer shall have the right to take whatever actions they deems appropriate in an emergency or when there is a danger to the public, the exempt employee, or their co-workers.

#### **I.J. PERFORMANCE APPRAISAL**

61. The City and UAPD encourage periodic informal performance evaluations and conferences between employees and their supervisors to discuss work performance, job satisfaction, and work-related problems. Such conferences shall be held in a private setting.
62. A represented employee has the right, upon request, to have his/her professional clinical practice evaluated by a licensed practitioner of the same profession. When a performance evaluation is conducted for an employee by the employee's rater (immediate supervisor) and reviewer (next-line supervisor), and in the event either the employee's rater or reviewer is not a licensed practitioner, the employee shall be given an opportunity, upon request, to have that aspect of performance which pertains to his/her professional clinical practice be evaluated by a licensed practitioner of the same profession in a supervisory or management position selected by the Department.

#### **I.K. ORGANIZED MEDICAL STAFFS**

63. The City and Union agree that represented employees have the right to establish medical staff organizations with a set of Medical Staff Bylaws approved by the Health Commission for the purpose of self-governance. Such organized medical staffs may be

established at Laguna Honda Hospital, San Francisco General Hospital and non-hospital based programs.

**I.L. GENERAL INFORMATION MEETING**

64. The Director of Public Health shall conduct a general information meeting, upon request by the Union but not more than once each calendar year, with physician and dentist employees of the Department for purposes of presenting relevant issues facing the Department. The presentation shall be followed by a question-and-answer period.

**I.M. BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS**

**Bulletin Boards**

65. Reasonable space will be allowed on existing bulletin boards for use by the Union to communicate with employees. Materials should be posted upon the bulletin board space designated by the Department, and not upon walls, doors, windows or any other place. Posted material shall not be obscene, or of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with employees. All posted material shall be dated, shall bear the identity of the sponsor, shall be neatly displayed for more than two (2) weeks. The Appointing Officer may withdraw the authority to use bulletin board space if material is posted on other than authorized bulletin boards, or is not in compliance with this section.

**Use of City E-mail**

66. The City departments covered by this Agreement agree to post, through their e-mail systems, UAPD notices of UAPD meetings. UAPD shall submit its proposed notice to the designated department representatives by e-mail at least one business day in advance or, by other written means, at least two business days in advance. Any such notice through the e-mail system shall be accompanied by a statement that the information conveyed is being provided by UAPD and that only the transmission is authorized by the department.

67. Except as set forth above, City e-mail shall not be used to conduct UAPD business.

**Dissemination of Union Information**

68. Distribution of official Union literature and materials by a UAPD member, steward, or representative will be permitted provided: 1) the employee distributes such literature outside their regular working hours; 2) the distribution of literature to employees on duty will be accomplished during the employees' breaks (rest periods) or before or after the employees' work shifts; 3) the above right shall not interfere with patient care or with the operations of the Department.

**New Hires**

69. The Department of Public Health (DPH) will make a good faith effort to provide newly-hired represented DPH employees with a UAPD information packet. It is the Union's responsibility to provide DPH with a sufficient quantity of packets for this purpose. The Union will furnish the information in sealed envelopes to the DPH Human Resources Department for distribution to newly-hired employees. Such packets will include a copy of the Union's annual "Hudson" notice.

**I.N. BARGAINING UNIT LIST**

70. On a bi-weekly basis, the City shall provide to the Union a list, in sortable electronic format via File Transfer Protocol (FTP), of all employees in the bargaining unit that includes the following information:
1. Department
  2. Division
  3. Last Name, First Name, Middle Initial
  4. Employee Number
  5. Job Code
  6. Job Title
  7. Appointment Type
  8. Date of Hire
  9. Salary Step
  10. Hourly Rate
  11. Employee Status, (e.g., active, leave of absence, separated)
  12. Home Address
  13. Home Telephone Number
  14. New Hires
  15. Bargaining Unit
  16. Last Pay Date
  17. Payroll Deduction Type
  18. Payroll Deduction Amount/Percentage
  19. Payroll Deduction Code
  20. Exemption Category
71. The above information will be provided by the City at no cost to the UAPD.



**ARTICLE II – EMPLOYMENT CONDITIONS**

**II.A. OFFICIAL PERSONNEL FILE**

72. Only one complete official departmental personnel file shall be maintained for each employee at the following locations:

<b>DEPARTMENT</b>	<b>LOCATION</b>
Community Health Programs	101 Grove Street, Personnel Office
Laguna Honda Hospital	Personnel Office
San Francisco General Hospital	Personnel Office
Animal Care & Control	GSA Human Resources
Medical Examiner	Hall of Justice
Fire Department	698 Second Street

73. An employee or his/her representative, if properly authorized by the employee, shall have the right to review and to obtain copies of any material in his/her official personnel file during regular Personnel Office hours with appropriate prior notice, and subject to applicable charge.
74. When the official personnel file is in a location remote from the employee’s work location, an employee will reserve the right to inspect his/her personnel file at the Official Personnel Office during his/her normal working hours without loss of pay. An employee shall request and receive approval from the immediate supervisor in advance for release time and such release time shall not be unreasonably denied.
75. The Department shall maintain the official personnel file as a confidential record which should be available for inspection only by appropriate supervisory and management personnel as determined by the Department.
76. An employee shall be provided, on a timely basis, with a copy of any performance-related material which is to be included in his/her personnel file.
77. An employee shall have the right to prepare and have entered into his/her official personnel file his/her written response to any performance-related material which is in his/her official personnel file.
78. An employee shall have the right to request, in writing, removal, after one year, of any performance-related material in his/her official personnel file. The Department shall provide a written response if such request is denied.

**II.B. PROBATIONARY PERIOD FOR PERMANENT CIVIL SERVICE (PCS) EMPLOYEES**

79. The probationary period, as defined by the Civil Service Commission, for PCS employees shall be twelve (12) months.
80. A probationary period may be extended for up to one year by mutual agreement, in writing, between the employee and the Appointing Officer. The City shall provide

notice to the Union concurrent with notice to the employee that the Appointing Officer wishes to extend the probationary period.

**II.C. NONDISCRIMINATION CLAUSE**

81. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights pursuant to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act.
82. The City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical or mental disability, age, political affiliation or opinion, marital status, or sexual orientation, or gender identity, nor shall a person be the subject of sexual harassment.
83. A complaint of discrimination or sexual harassment may, at the option of the employee, group of employees, or a Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service Rules, the City Administrative Code and federal and state law. Provided, however, if the employee, group of employees, or a Union elects to pursue remedies for discrimination or sexual harassment complaints outside the procedures of the Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process.

**II.D. USE OF DEPARTMENTAL FACILITIES**

84. Departmental facilities will be made available for use by the Union or its representatives for the purpose of holding Union meetings to discuss City/employee issues during off duty time periods subject to the availability of such facilities. The Union will provide timely advance notice of such meetings to the designated Departmental representative.

**II.E. LAYOFF**

85. The Union agrees that budget reductions and program changes may cause, from time to time, layoffs and reduction in hours among represented employee classifications. The Union also agrees that, in accordance with Charter Section 3.501, the Department Head may reduce the forces under his/her jurisdiction to conform to the needs of the work for which he/she is responsible. In the event layoffs and reduction in hours occur among exempt or nonexempt employees covered by this MOU, the Department agrees to provide 30 days' written notice to the affected employee(s) and the Union. Upon written request by the Union, the City will meet and discuss with the Union alternatives to layoff and/or the impact of layoff on remaining employees, provided, however, that such meet and discuss obligation shall not delay any planned layoff or reduction in hours and shall not be grievable under the grievance procedure contained in this MOU. This Layoff section does not change the Charter exempt or nonexempt status of any employees in the bargaining unit and does not affect any rights that any nonexempt employees may have under the Civil Service Rules in the event of layoff.

*Article II - Employment Conditions*

86. In the event layoffs are necessary, the City will encourage voluntary reduction in hours. In addition, employees who are laid off, may, upon request, receive assistance from the Department to locate vacancies for possible re-assignment.
87. In determining layoffs and reduction in hours, the Department shall consider the following factors: professional performance, medical specialty, seniority, affirmative action and hours of work. Except as otherwise provided, disputes regarding this section shall be resolved solely pursuant to the grievance procedure contained in this MOU.

**II.F. SEVERANCE PAY**

88. This section shall only apply to layoffs and non-disciplinary releases.
89. This section shall not apply to disciplinary releases.
90. This section shall not apply to voluntary resignations.
91. The City agrees that when releasing or laying off a represented employee from employment, the appointing officer will endeavor to inform the represented employee at least thirty (30) calendar days before his/her final day of work. Where the appointing officer fails or declines to inform the represented employee a full thirty (30) days in advance, the represented employee shall receive pay in lieu of the number of days less than thirty (30) upon which he/she was informed.
92. Due to the unique job responsibilities of UAPD-represented employees and their status in the City as exempt from civil service selection, appointment and removal procedures (as provided by the Charter), the City and UAPD agree to the following: In addition to the 30-day notice provided above, a represented employee with five years or more of City service in a UAPD bargaining unit classification who is released or laid off from City service by his or her appointing officer shall receive one week's pay for each year of City service in a UAPD bargaining unit classification in excess of five such years of service, with a minimum of two weeks' pay, in exchange for a release signed by the employee and UAPD of any and all contractual claims that the member or UAPD may have against the City, including any officer or employee thereof. Represented employees who work a part-time schedule shall be paid severance on a pro-rated basis, based on the average number of hours worked in the past 12 months.
93. In cases of a non-disciplinary release, a represented employee has the option of either receiving a severance payment as set forth above in this section (Severance Pay) or utilizing the procedure set forth in section I.J. of this memorandum of understanding (Discipline or Release of Exempt Employees Except Due to Layoff). Nothing in this section shall alter the parties' agreement that section I.J. of this memorandum of understanding (Discipline or Release of Exempt Employees Except Due to Layoff) shall not apply to layoffs.

**II.G. AMERICANS WITH DISABILITIES ACT**

94. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and

local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith.

**II.H. FAMILY/MEDICAL LEAVE**

95. The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act.

**II.I. DEFENSE AND INDEMNIFICATION OF CITY EMPLOYEES**

96. The City shall defend and indemnify a represented 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, §§ 825 et seq. and 995 et seq. Consistent with California Government Code §§ 825 et seq. and 995 et seq., in the event a represented employee is named as a co-defendant in a lawsuit along with the City and County of San Francisco, and the lawsuit arises from an act or omission within the employee's scope of employment, the City shall make a good faith effort to have the employee dismissed from the lawsuit. This provision is not subject to the grievance procedure.

## ARTICLE III – PAY, HOURS AND BENEFITS

### III.A. WAGES

97. All base wages shall be rounded to the nearest salary grade.
98. The parties agree that in the event that any base wage increase or decrease, and/or added or deleted salary step(s) is hereafter agreed to, granted, or awarded to class 2230, class 2233 shall receive the corresponding base wage increase or decrease and/or added or deleted salary step(s) so that class 2233 maintains the percentage salary differential with class 2232 that existed on June 30, 2012. If the Union advances any proposal regarding base wage or to add or delete a salary step on behalf of class 2230, 2232, or 2233, then this paragraph shall be null and void as of the date of the proposal. This forfeiture provision does not apply to proposals to change the progression between steps (i.e., the length of service required to progress to the subsequent salary step).

### III.B. WORK SCHEDULE

#### Compensation for Various Work Schedules

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

#### Voluntary Reduced Work Week

100. Employees in any classification, upon the recommendation of the Appointing Officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.

#### Part-Time Work Schedule

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

### III.C. ADDITIONAL COMPENSATION

#### Premiums

102. Each premium shall be separately calculated against an employee's base rate of pay.

#### Special Pay Premiums

103. An appointee to Class 2333 Supervising Physician Specialist shall be appointed at Step 3 in the salary grade when he/she possesses Specialist Board Certification from a Board which is certified by the American Board of Medical Specialties (ABMS) or the California Medical Board in an appropriate specialty related to the particular assignment. The Appointing Officer shall certify, subject to the approval of the Human Resources Director, Department of Human Resources that the specialty is appropriate to the position to which the physician is assigned.

*Article III – Pay, Hours and Benefits*

104. An appointee to Class 2233 Supervising Physician Specialist who is engaged in the practice of Psychiatric medicine shall receive an additional 5% to his/her base rate of pay.
105. An appointee to Class 2233 Supervising Physician Specialist who is engaged in the practice of Psychiatric medicine for children shall receive an additional 15% to his/her base rate of pay. A physician is not entitled to both the 15% Child Psychiatrist premium and the 5% Psychiatrist premium.

**Standby Pay**

106. Employees who, as part of their duties, are required by the Appointing Officer or who agree to standby to meet service needs when normally off duty shall be paid fifteen dollars (\$15.00) per hour for each hour that they are on standby.
107. Standby shall be defined as the availability of the unit member for telephone or electronic consultation by convenient and reliable means during the standby time scheduled.
108. If an employee is on sick leave or other leave for more than five (5) consecutive days for their own medical condition, they will not be placed on standby during such leave except by the exemption of the appointing officer or designee.
109. Employees will only be paid for standby exclusive of regularly scheduled hours. In the case where the employee is receiving sick pay, vacation pay, or other paid time off, standby pay does not apply to hours during which the employee is already receiving pay.
110. An employee who is required under this clause to return to work on a holiday shall be compensated in accordance with the Holidays and Holiday Pay provision of the agreement.
111. An employee may determine that a situation requires their presence at a site or at a patient's side. In those situations, should the employee travel to the patient or site, they shall be paid at straight time, for no less than a three (3) hour minimum. For care or situations requiring more than three (3) hours of service, time will be paid at straight time.
112. There shall be no "double dipping" of pay; time shall be submitted as standby, or straight time, or compensatory time.

**Interpreter – Translator Pay**

113. Employees who are assigned by their Department to a "Designated Bilingual Position," and approved by the Department of Human Resources, shall be granted additional compensation of \$50.00 per pay period for translating a minimum of ten (10) hours bi-weekly.
114. 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 deaf.

**Acting Assignment Pay**

115. An employee assigned in writing by the Department Head to perform a substantial portion of the duties and responsibilities of a higher classification shall be entitled to acting assignment pay after the tenth (10th) consecutive work day of such an assignment. The assigned position must be budgeted.
116. If the above conditions are met, an employee shall be authorized to receive an increase of one salary step above the employee's base salary (except for employees who are at the top step, who shall receive five percent (5%) more than their base rate) but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Such pay shall be retroactive to the first day of the assignment. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.
117. Employees who believe they have been assigned to do the work of a higher classification, whether in writing or not, and do not receive such pay must file an acting assignment pay claim with the Department Head within forty-five (45) working days of such alleged assignment (i.e., nine (9) weeks).
118. The Department Head or designee shall review the claim and shall issue a written approval or denial within thirty (30) calendar days of submission. In cases of denial, the Department Head or designee shall state the reason. Denials may be based on a finding by the Department Head, or designee, that the employee is not performing a substantial portion of the duties and responsibilities of a higher class.
119. Denials by the Department Head for acting assignment pay shall be subject to the grievance procedure.
120. Employees shall not normally be required to perform the duties of a higher classification. An acting assignment shall not exceed six (6) months without the approval of DHR and written notice to the Union. Upon DHR approval, such acting assignment may be extended another six (6) months, or for such longer period as may be necessary to accommodate exigent circumstances, such as approved leave of the permanent incumbent.
121. Work assignments of employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible.

**III.D. OVERTIME COMPENSATION**

122. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules, subject to supervisory approval, which shall not be unreasonably denied. Financial considerations shall not be the basis for denial of compensatory time. A claim for an unreasonable denial of compensatory time off will be subject to expedited arbitration.

123. Employees may not accumulate a balance of compensatory time in excess of 160 hours, and may carry over a maximum 120 hours of compensatory time into the following fiscal year.

**Expedited Arbitration of Compensatory Time Off Grievances**

124. The expedited arbitration under this Section III.D. shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve (12) months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process.
125. Each grievance will have a two (2) hour time limit. The arbitrator will make every effort to issue bench decisions. Written summary awards will follow up bench decisions. Decisions of an arbitrator in these proceedings shall be final and binding and shall not constitute precedent in any other cases.
126. The parties shall not be represented by counsel at these proceedings.
127. The parties will not utilize court reporters, electronic transcription, or post-hearing briefs.

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

**Non-Promotive Appointment**

128. When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

**Appointment Above Entrance Rate**

129. Appointments may be made by an Appointing Officer at any step in the salary grade.

**Exempt Appointive Position.**

130. An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or less salary grade, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Department of Human Resources.

**Reappointment Within Six Months**

131. A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.



**Compensation Upon Transfer or Re-Employment**

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

**III.F. METHODS OF CALCULATION**

**Bi-Weekly**

133. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

**Per Diem or Hourly**

134. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

**III.G. SENIORITY INCREMENTS**

**Entry at the First Step**

135. Full time employees appointed at the first step shall advance to the second step and to each successive step, through step five, upon completion of the one year required continuous service at the prior step. Part-time regularly scheduled employees shall advance to the second step upon completion of 1040 continuous hours of service, and to each successive step upon completion of 2080 continuous hours of service.

**Entry at other than the First Step**

136. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

**Advancement to Steps Six through Ten**

137. Employees shall advance to step six after having completed three and a half (3 ½) years of continuous service, and at least one year of continuous service at step five.
138. Employees shall advance to step seven after having completed four and a half (4 ½) years of continuous service, and at least one year of continuous service at step six.
139. Employees shall advance to Step 8 upon completion of six (6) years of City service at Step 7 or ten-and-one-half (10.5) years of City service, whichever occurs first.
140. Employees shall advance to Step 9 upon completion of five-and-one-half (5.5) years of City service at Step 8 or sixteen (16) years of City service, whichever occurs first.

141. Employees shall advance to Step 10 upon completion of five (5) years of City service at Step 9 or twenty-one (21) years of City service, whichever occurs first.

**Date Increment Due**

142. Increments shall accrue and become due and payable on the next day following completion of required service as a permanent employee in the class, unless otherwise provided herein.

**Exceptions**

143. For employees hired into a represented classification on or after July 1, 2015, a Control Point is established at the employee's first step for which the employee is eligible to advance after hire. In order to advance past the Control Point, an employee will be required to receive certification of satisfactory performance from his or her Department Head or designee. Should no certification of satisfactory or unsatisfactory performance be provided in conjunction with the employee's seniority increment date, then the employee shall automatically be advanced to the next step. The decision of the Department Head as to whether the employee's performance has been satisfactory is not subject to the grievance procedure.

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

145. When records of service required for advancement in the step increments within a salary grade are established and maintained by electronic data processing, then the following shall apply:

146. a. An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the salary grade plan, unless otherwise specifically provided for in this agreement. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

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

148. c. Advancement through the increment steps of the salary grade shall accrue and become due and payable on the next day following completion of required service as a permanent appointee in the class; provided that the above procedure for advancement to the salary grade increment steps is modified as follows:

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

**Change in Status**

150. When an employee changes from a permanent status (e.g., PEX) to temporary status (e.g., TEX) with no break in service, the employee shall be appointed to the corresponding salary step in the temporary status position.

**Dual Appointments**

151. An employee’s step in their permanent appointment shall carry forward for any service performed in a temporary appointment.

**III.H. PROFESSIONAL DEVELOPMENT LEAVE**

152. Full-time employees who serve in classifications that require a valid license shall be allowed to take a maximum of forty (40) hours of professional development leave with pay per fiscal year to attend formally organized courses, institutes, workshops, professional conferences or classes that relate to the duties required by their classification, provided that such employees have been employed by the City for at least ninety (90) continuous calendar days before they are entitled to take such leave. Employees who are employed on a part-time basis shall be allowed a proportionate amount of the forty (40) hours of professional development leave if they have been employed at least an average of twenty (20) hours per week during the preceding six (6) months.

**III.I. USE OF PERSONAL VEHICLES**

153. The City shall reimburse an employee who is required by an authorized supervisor to use his or her own vehicle for City business at the rate set by the Controller pursuant to Administrative Code Section 10.34 and shall, in addition, reimburse the employee for all necessary parking meter, authorized parking lot, and toll expenses incurred while in the field. For those days on which the employee is required to use his own vehicle for City business, the City will reimburse the employee for the cost of parking the vehicle at an approved parking lot near the employee’s work site. DPH will attempt, to arrange with the appropriate City departments, including the Police Department, for the recognition of cars on official City business so as to avoid the imposition of parking tickets when parking meter times are exceeded. No employee using his or her own vehicle will be required to transport a patient in said vehicle. UAPD agrees that it shares the responsibility for these efforts, as do City employees.

**III.J. EMPLOYEE DEVELOPMENT**

154. The City shall budget One Hundred Seventeen Thousand Five Hundred Dollars (\$117,500\*) during each year of this Agreement for employee training, education and development. This will be called the Employee Development Fund (The Supplemental

Training Fund is described below). Effective July 1, 2016, the City shall budget One Hundred Forty-Two Thousand Dollars (\$142,000\*) for the Employee Development Fund. Effective July 1, 2017, the City shall budget One Hundred Sixty-Seven Thousand Dollars (\$167,000\*) for the Employee Development Fund. If the Employee Development Fund is exhausted in a given fiscal year, employees will become eligible for reimbursement through the Supplemental Training Fund.

155. Until such funds are exhausted, and subject to approval by the Appointing Officer or appropriate designee, an employee working twenty (20) hours or more per week will be reimbursed up to a maximum of two thousand dollars (\$2000) per fiscal year for tuition, registration fees, internal or external training programs, professional conferences and professional association membership relevant to the employee's current classification, hand-held devices, professional software, books and subscriptions. Solely at the discretion of the Appointing Officer or designee, such funds may be supplemented with department funds budgeted for training.
156. Reimbursement for hand-held devices shall be limited to no more than one device per employee per fiscal year. These devices may be used for work and it is the individual user's responsibility to comply with all privacy and security requirements, in accordance with state and federal law, and City and Department policies. Drug Enforcement Administration registration fees are not eligible for reimbursement under the Employee Development Fund.
157. In addition, employees may utilize up to one-half of the funds available to them per fiscal year under this article to pay for the cost of necessary travel and overnight lodging for approved training. Travel reimbursement rates shall be as specified in the Controller's travel policy memo. However, Employee Development Funds may not be used for food.
158. \*The amount of the fund covers both Unit 17 and Unit 18.
159. UAPD shall have authority to make pre-approval determinations for covered employees' reimbursements. Upon request of UAPD, the City shall provide training and assistance to UAPD and covered employees regarding the reimbursement process.
160. Unused funds shall be carried over from year to year during the term of this MOU. However, unused funds shall not carry over beyond the expiration of this 2015-2018 MOU.

**Supplemental Training Fund**

161. The City has created a supplemental employee training, education and development fund through a one-time appropriation for \$260,000 in FY 2003 (the Supplemental Training Fund). This one-time money supplemented the Employee Development Fund, which is replenished yearly. Effective July 1, 2012, the balance of the Supplemental Training Fund is one hundred thousand dollars (\$100,000\*). In the event that there are insufficient funds in any fiscal year to fund all the employee requests under the Employee Development Fund, the funds in the Supplemental Training Fund will be used to fund those requests. The existence of the Supplemental Training Fund does not affect the City's obligation to provide the prescribed amount per fiscal year under the

Employee Development Fund. When the \$100,000 in the supplemental fund is exhausted, the City will not have any obligation to contribute any additional money to the supplemental fund.

162. At the conclusion of each fiscal year, the City will provide to UAPD a report in sortable electronic format showing that year's disbursements from the Employee Development Fund and the Supplemental Training Fund on a per-employee basis.

**III.K. REIMBURSEMENT FOR DRUG ENFORCEMENT ADMINISTRATION REGISTRATION AND PROVISION OF PRESCRIPTION PADS**

163. If the federal exemption from payment of the Drug Enforcement Administration (DEA) registration fee for employees of municipal government institutions is discontinued, the City will reimburse the full cost of the application fee for such registration for any employee who is required as part of his or her official duties to administer, dispense or prescribe controlled substances and who is regularly scheduled for a minimum of twenty (20) hours per week.
164. This provision excludes employees who perform such official duties under the registration of a hospital or other institution and therefore are not required to be individually registered by the Drug Enforcement Administration.
165. The City shall provide the legally mandated tamper-resistant prescription pads to employees who are required as part of their official duties to administer, dispense or prescribe controlled substances.

**III.L. REIMBURSEMENT FOR FEDERAL AND STATE MANDATED LICENSE FEES**

166. The City will reimburse employees working twenty (20) hours or more per week for the cost of mandated Federal and State Medical license(s).

**III.M. STATE DISABILITY INSURANCE**

167. All employees covered by this Agreement shall be covered by State Disability Insurance, the cost of which coverage is to be borne by the individual employee.

**III.N. HEALTH AND WELFARE**

168. The City shall contribute annually for employee health benefits, the contribution required under the Charter. Any contributions the City makes shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

**a. Health Coverage Effective January 1, 2015**

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

**1) Employee Only:**

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

**2) Employee Plus One:**

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

**3) Employee Plus Two or More:**

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

**4) Contribution Cap**

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

**5) Average Contribution Amount**

174. For purposes of this agreement, ~~and any resulting agreements under paragraph 170,~~ to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

**b. Other Agreements**

175. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model to the Union as a substitute.

**c. Dental Benefits**

176. Each employee and dependent family member covered by this Agreement shall be eligible to participate in the City dental program at no additional cost.
177. Notwithstanding the provisions of paragraph 176 above, 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.

**d. Benefits While On Unpaid Leave**

178. As set forth in Administrative Code Section 16.701(b), covered employees who are not in active service for more than twelve weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System to continue benefits, unless the employee is on sick leave, workers' compensation leave, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies that they have no alternative coverage.

**III.O. LONG TERM DISABILITY**

179. The City, at its own cost, shall provide to employees with six (6) months continuous service (at twenty (20) hours or more a week), a Long Term Disability (LTD) benefit that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five. Employees who are receiving or who are eligible to receive LTD shall be eligible to participate in the City's Catastrophic Illness Program only to the extent allowed for in the ordinance governing the program.
180. Effective January 1, 2016, the City, at its own cost, shall provide to employees with six (6) months continuous service (at twenty (20) hours or more per week), a Long Term Disability (LTD) benefit that provides, per the plan document, after a ninety (90) day elimination period, sixty-six and two thirds percent (66 2/3%) salary (subject to integration and to salary caps in the LTD policy) up to age sixty-five. Employees who are receiving or who are eligible to receive LTD shall be eligible to participate in the City's Catastrophic Illness Program only to the extent allowed for in the ordinance governing the program.

**III.P. RETIREMENT**

*Article III – Pay, Hours and Benefits*

181. Represented employees agree to pay their own employee retirement contribution to SFERS. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.
182. Any City pick-up of an employee's retirement contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
183. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.
184. Subject to development, availability and scheduling by SFERS, employees shall be allowed not more than one day during the life of this Agreement to attend a pre-retirement planning seminar sponsored by SFERS.
185. 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 denied.
186. All such seminars must be located within the Bay Area.
187. The Retirement provisions shall not be subject to the grievance procedure.

**III.Q. VACATIONS**

188. Vacation benefits shall be administered pursuant to the Vacation Ordinance in the Administrative Code.
189. After one year continuous service, ten (10) working days;
190. After five (5) years continuous service, fifteen (15) working days.
191. After fifteen (15) years continuous service, twenty (20) working days.
192. Vacation pay for employees working less than full time shall be computed proportionately.



**III.R. HOLIDAYS AND HOLIDAY PAY**

193.

- January 1 (New Year's Day)
- the third Monday in January (Martin Luther King, Jr.'s Birthday)
- the third Monday in February (President's Day)
- the last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- The second Monday in October (Columbus Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- the day after Thanksgiving
- December 25 (Christmas Day)

194.

Non-"Z" employees will still be eligible to earn holiday pay (HP) at the one-and-one-half time rate if they work on the holiday, but will not earn pay for the legal holiday (LH).

195.

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

196.

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.

197.

Employees are granted five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to the approval of the Appointing Officer. Employees (both full time and part-time) must complete six months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, part-time, intermittent, or seasonal basis shall not receive the additional floating holidays. Floating holidays may not be carried forward from one fiscal year to the next and no compensation of any kind shall be earned or granted for floating holidays not taken.

198.

Employees who have established initial eligibility for floating holidays and who subsequently separate from City employment, may, at the sole discretion of the appointing authority, be granted those floating holiday(s) to which the separating employee was eligible and had not yet taken.

199.

For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public 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 a Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

**III.S. HOLIDAY COMPENSATION FOR TIME WORKED**

200. 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.

**III.T. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY**

201. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.
202. Notwithstanding the provisions of paragraph 201 above, employees assigned to seven (7) day-operation departments or employees working a workweek other than Monday through Friday shall be required to take the first work day after the holiday off unpaid if one of the unpaid legal holidays referenced in paragraph 193 falls on one of their regularly scheduled days off unless operational impact makes that infeasible. In such an instance, the employee will be scheduled for another unpaid day off in the pay period in which the holiday falls.
203. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday through Friday work schedule.

**III.U. HOLIDAY PAY FOR EMPLOYEES LAID OFF**

204. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

**III.V. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION**

205. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time works schedule (not regularly scheduled), or persons employed on as-needed, seasonal, or project basis for less than six (6) months

continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

### **III.W. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**

206. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
207. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.
208. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

### **III.X. TIME OFF FOR VOTING**

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

### **III.Y. RETURN TO WORK**

210. The City will make a good faith effort to return an employee, who is pregnant or who has sustained an injury or illness and whose doctors certify that he or she is temporarily unable to perform specified aspects of his or her regular job duties, to temporary modified duty within the employee's medical restrictions. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class, provided, however, that no bargaining unit member shall be assigned to work in any classification other than those represented by the Union. After a period of three (3) months, the parties shall evaluate the modified duty assignment in conjunction with the employee's medical restrictions. It is understood that modified duty assignments are temporary only.
211. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule.

*Article III – Pay, Hours and Benefits*

212. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Written requests made subsequent to this time shall be effective at the start of the payroll period following the request. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
213. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
214. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
215. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.

**III.Z. PAID SICK LEAVE ORDINANCE**

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

## **ARTICLE IV – WORKING CONDITIONS**

### **IV.A. HEALTH & SAFETY CONDITIONS**

217. The Department shall attempt to provide a safe and healthy work place for City employees. UAPD agrees that it shares the responsibility for these efforts, as do City employees.
218. When an employee, in good faith, believes that a hazardous and unsafe condition exists, and that continuing to work under such conditions pose risks beyond those normally associated with good medical/dental practice, and is outside accepted norms for practice, he/she shall so notify the Department’s Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure for final resolution. The employee’s assignment shall be continued until the dispute is resolved.

### **IV.B. CIVIL SERVICE COMMISSION LEAVE RULES**

219. Civil Service Commission Rule 120 is incorporated herein as “Leaves of Absence” Disputes regarding this section shall be resolved solely pursuant to the grievance procedure contained in this MOU, except for those provisions that are excluded from collective bargaining and impasse procedures by Charter section A8.409 et seq., or as subsequently amended.

### **IV.C. EXEMPT AND NONEXEMPT EMPLOYEES**

220. Nothing in this MOU changes the Charter exempt or nonexempt status of any employees in the bargaining unit or affects any rights that any nonexempt employees may have under the Civil Service Rules.

### **IV.D. JOINT LABOR MANAGEMENT COMMITTEE**

221. Recognizing the joint responsibility to provide quality medical service, the City and the employees represented by the Union of American Physicians & Dentists (UAPD) agree to establish a Joint Labor Management Committee.
222. The purpose of this committee shall be to review and to make recommendations on subjects of mutual concern and interest including, but not limited to:
- Assurance of Professional Standards
  - Scope of Practice
  - Staffing
  - Optimum Patient Care
  - The scheduling of annual training of employees in billing and coding to ensure that the maximum revenue is captured
223. The committee shall consist of six (6) members. Three (3) members shall represent management and three (3) members shall represent UAPD. By mutual agreement, the

*Article IV – Working Conditions*

number of committee members may increase, depending on the subjects to be discussed. The committee members may change depending on the subjects to be discussed. Release time for UAPD members shall be subject to approval by the appropriate supervisor and based on operational needs.

224. Meetings shall be conducted on a quarterly basis, four (4) times in a year and each meeting shall not exceed two (2) hours in length. Additional meetings may be scheduled by mutual agreement. Meetings may also be cancelled by mutual agreement. The Union shall submit topics for the agenda ten (10) working days prior to the quarterly meetings and shall identify the UAPD members to ensure that appropriate release time can be arranged. Upon receiving the Union's agenda, management shall notify the Union of the management representatives who will attend the meeting.
225. Neither the provisions of this Joint Labor Management Committee section nor the topics or issues discussed at the meetings are grievable. Nothing in this section shall prevent a member from filing a grievance under another provision of this MOU which provides for a grievance process.

**ARTICLE V – SCOPE**

226. 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, 2003.

**V.A. REOPENER IN THE EVENT OF CHARTER AMENDMENT OR COURT DECISION**

227. If, during the term of this MOU, the Charter is amended concerning matters within the scope of bargaining, or in the event a final decree of the court of highest jurisdiction substantively changes a Charter provision concerning matters within the scope of bargaining, this MOU shall be reopened at the request of either party, and meeting and conferring shall resume.

**V.B. SAVINGS CLAUSE**

228. Should any part hereof or any provision herein contained be declared invalid by reason of conflicting with Charter provisions or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof and they shall remain in full force.

**V.C. FINALITY OF AGREEMENT**

229. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

**V.D. DURATION OF AGREEMENT**

230. This Agreement shall be effective as of July 1, 2015, and shall remain in full force and effect through June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FOR THE CITY AND COUNTY

FOR THE UNION

\_\_\_\_\_  
Micki Callahan Date  
Human Resources Director

\_\_\_\_\_  
Stuart A. Bussey, M.D., J.D. Date  
President

\_\_\_\_\_  
Martin R. Gran Date  
Employee Relations Director

\_\_\_\_\_  
Deborah Brown, M.D. Date

\_\_\_\_\_  
Shana Dines Date  
Chief Negotiator

\_\_\_\_\_  
Victoria Behrman, M.D. Date

Approved as to Form:  
DENNIS J. HERRERA, City Attorney

\_\_\_\_\_  
Ronald Lee, D.D.S. Date

 5/14/15  
\_\_\_\_\_  
Elizabeth Salveson Date  
Chief Labor Attorney

\_\_\_\_\_  
Roger Wu, M.D. Date

\_\_\_\_\_  
Al W. Groh Date  
Executive Director

\_\_\_\_\_  
Jeff Duritz Date  
Chief Negotiator



## **CIVIL SERVICE COMMISSION JURISDICTION LEAVES OF ABSENCE DEFINITIONS**

The following Leaves of Absence Definitions are under the exclusive jurisdiction of the Civil Service Commission and as such are excluded from collective bargaining, grievance or arbitration for employees subject to Charter Sections A8.409. Should there be any conflict between the terms and conditions of a Memorandum of Understanding and these definitions, the definitions of the Civil Service Commission shall be in full force and effect.

### **Definition of Leave of Absence**

A Leave of absence is defined as an employee's absence from duty with the authorization of an appointing officer for a specific duration and purpose.

### **Sick Leave - Definition**

A Leave due to illness or disability.

### **Sick Leave - Medical Reasons - Definition**

A leave due to illness or injury or medical and dental appointments, other than illness or injury arising out of and in the course of City and County employment.

### **Sick Leave - Quarantine - Definition**

Leave during a period of quarantine established and declared by the Department of Public Health or other authority.

### **Sick leave - Bereavement - Definition**

Leave due to the death of another person

### **Sick Leave - Maternity - Definition**

Leave due to the employee's pregnancy or convalescent period following child birth.

### **Sick Leave - Illness or Medical Appointment - Definition**

Leave due to the illness, injury or medical or dental appointment of a person other than the employee.

**Sick Leave Compulsory - Definition**

Mandatory sick leave imposed by an appointing officer provided it is determined as a result of a medical evaluation conducted by a physician designated by the Human Resources Director, that the employee is not medically or physically competent, and if allowed to continue in employment will represent an imminent risk to themselves, their co-workers or the public, or if an employee refuses to obtain a physician's certificate after being requested to obtain a medical evaluation.

**Sick Leave With Pay - Definition**

Sick leave with compensation for eligible employees.

**Sick Leave With Pay - Battery Leave - Definition**

Leave due to bodily injury or illness received in the course of employment and caused by an act of criminal violence.

**Sick Leave Without Pay - Definition**

Sick leave granted to employees who are not eligible for sick leave with pay or employees who choose not to use their sick leave pay credits.

**Disability Leave - Definition**

Leave due to illness or injury arising out of and in the course of employment and as administered under State Workers' Compensation Laws.

**Military Leave - Definition**

Leave for active military duty.

**Leave to Accept Other City and County Position - Definition**

Leave to accept exempt, temporary civil service, or provisional appointment in the City and County service.

**Educational Leave - Definition**

Leave for the purpose of educational or vocational training.

**Leave for Civilian Service in the National Interest - Definition**

Leave to serve with a federal, state, or other public agency or non-profit organization in a program or in a capacity which the Human Resources Director deems to be in the national or general public interest.

**Leave for Employment as an Employee Organization Officer or Representative - Definition**

Leave for employment to serve full time as an officer or representative of an employee organization whose membership includes City employees, or to attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization.

**Family Care Leave - Definition**

Leave for assisting or nurturing of family members.

**Definition of Family**

A unit of independent and interacting persons, related together over time by strong social and emotional bonds and/or by ties of marriage, birth and adoption, whose central purpose is to create, maintain, and promote the social, mental, physical and emotional development and well being of each of its members.

**Witness or Jury Duty Leave - Definition**

Leave to serve in a judicial proceeding in a local, State or Federal Court.

- a. as a witness on behalf of the City and County
- b. to serve as a juror

**Holiday Leave - Definition**

Paid leave for special occasions provided either by ordinance of the Board of Supervisors or in a collective bargaining agreement.

**Vacation Leave - Definition**

Paid leave of specified duration as provided in the Charter and by ordinance of the Board of Supervisors or in a collective bargaining agreement.

**Involuntary Leave of Absence - Definition**

Leave established and regulated under the layoff provision of Civil Service Rules.

**Religious Leave - Definition**

Leave when an employee's personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week.

**Personal Leave - Definition**

Leave for reasons other than those covered under the Rules of the Civil Service Commission.

## **LEAVES OF ABSENCE**

(Formerly Civil Service Commission Rule 120)

### **SECTION 1: GENERAL REQUIREMENTS**

#### **Leaves of Absence - General Requirements**

Requests for leave shall be subject to the approval of the appointing officer or designee. The decision of the appointing officer or designee is final unless provision for appeal is specifically granted in this provision. Such requests for appeal shall be processed in accordance with the appeal procedure provided in this provision. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.

Except for vacation leave, witness or jury duty leave, compulsory sick leave, disability leave or unpaid administrative leave, an employee requesting a leave for more than five working days shall submit such request to the appointing officer or designee on the form prescribed by the Human Resources Director. Requests for sick leave in excess of five continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed doctor of chiropractic. Verification of sick leave with pay for less than five working days (seven calendar days in the case of part-time employees) as provided elsewhere in this provision shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee.

Except as otherwise provided in this provision, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee. An employee who does not return to work on the approved date shall be deemed as away without official leave and shall be subject to automatic resignation.

Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this provision, or for authorized holiday or vacation, leaves shall be without pay.

An authorized leave granted under this provision shall not be considered as a break in the continuous service of an employee.

## **SECTION 2: SICK LEAVE - GENERAL PROVISIONS**

### **Eligibility for Sick Leave**

Subject to the provisions herein, employees and officers (hereinafter called "employees") who are absent from their duties because of illness or disability are eligible for sick leave.

### **Verification of Sick Leave**

The appointing officer or designee to whom application for sick leave is made may make such independent investigation as to the necessity for sick leave as is deemed proper and may require certification for any period of sick leave, provided that the employee has been previously notified in writing that such certification for absence of less than five working days shall be required.

The Human Resources Director may at any time make such independent investigation as may be deemed proper regarding the illness of any person on sick leave.

### **Retirement Automatically Terminates Sick Leave**

Sick leave shall automatically terminate on the effective date of an employee's retirement.

### **Abridgment of Sick Leave**

Sick leaves granted in excess of five working days may be abridged if the employee presents to the appointing officer or designee medical evidence of capability to resume all the duties of the position.

### **Types of Sick Leave**

#### **Sick Leave - Medical Reasons**

#### **Sick Leave - Quarantine**

#### **Bereavement**

Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three working days and shall be taken within 30 calendar days after the date of death; however, two additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one working day; however, two additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

**Sick Leave - Maternity**

Maternity leave shall not exceed six months provided that such leave may be extended for permanent employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this section governing sick leave without pay.

**Sick Leave - Illness or Medical Appointment of Child**

Absence because of the illness, injury, or medical or dental appointment of a biological or adoptive child, or child for whom the employee has parenting or child rearing responsibilities.

**Sick Leave - Compulsory**

Leave imposed by an appointing officer due to an employee's medical inability or incapacity to perform all the duties of the position as provided elsewhere in this section.

## **SECTION 3: SICK LEAVE WITH PAY**

### **Sick Leave with Pay Eligibility**

Sick leave with pay may be granted to employees who have earned sick leave with pay credits and who have served a total of six continuous months of regularly scheduled paid service except that supplemental disability credits may be used to supplement disability indemnity payments as provided elsewhere in this section regardless of length of service and except that an authorized leave of absence with or without pay granted under this section shall not be considered as a break in the continuous service of an employee.

A break in service of more than six continuous months by any employee other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be canceled and eligibility for sick leave with pay must be re-established.

Sick leave with pay credits will continue to accrue at the normal rate while an employee is on either furlough or voluntary unpaid time off in accordance with this provision, for a maximum of up to ten days per fiscal year for imposed furlough or 20 days per fiscal year for voluntary unpaid time off.

### **Sick Leave with Pay - Maximum Accumulation of Credits**

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits shall not exceed the equivalent of six months which is the hourly equivalent of 130 working days based on the regular daily work schedule as defined, provided that in no case may the total accumulated unused sick leave with pay credit balance exceed 1040 hours for any employee. Maximum accumulated sick leave with pay credits shall be reduced proportionately for employees entering a class or position where the regular work schedule is less than the class exiting if such employees have accumulated unused sick leave with pay credits in excess of the maximum allowable for the new class or position. Such employees shall have all such credits restored upon return to a class or position with an increased regular work schedule.

### **Sick Leave with Pay - Restrictions**

An appointing officer or designee may require proof of incapacitation before granting sick leave with pay for any period of time and may withhold pay for failure to submit such proof provided that the employee had been previously notified in writing that such proof would be required for absences of less than five working days.

The rate of earning and accumulating sick leave with pay credits and authorization for its use under this provision shall in no way inhibit or restrict the right of an appointing officer to establish standards of attendance.



### **Prohibition Against Employment While on Sick Leave with Pay**

Employees are prohibited from working in any other employment while on sick leave with pay unless, after considering the medical reason for the sick leave with pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in a secondary employment subject to the provisions of the Civil Service Rules governing such employment.

Violators of this section are subject to disciplinary action as provided in the Charter.

### **Calculation of Sick Leave with Pay Credits**

Sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding, overtime exceeding 40 hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.

### **Disbursement of Sick Leave with Pay Credits**

Sick leave with pay credits shall be used and deducted at the minimum rate in units of one hour for those employees whose credits are calculated in hours.

### **Conversion of Sick Leave with Pay Credits from Days to Hours**

Sick leave with pay credit balances shall be converted from days to hours based on the equivalent number of hours in such employee's sick leave with pay credit balances.

### **Employees Injured by Battery**

Sick leave with pay under this section shall be known as "leave due to battery" and shall be subject to approval by the Human Resources Director. The Human Resources Director shall make such investigation as is deemed appropriate and may include medical examinations by a physician(s) designated by the Human Resources Director.

Authorized sick leave under this section shall not be charged against earned sick leave with pay credits.

### **Denial of Sick Leave with Pay**

Denial of sick leave with pay to an appointee who is eligible and qualified for such leave is subject to the grievance procedure.

**Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credits Balance**

<b>Schedule of Service Requirements and Allowances for Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credit Balance at the Time of Retirement, Separation Because of Accident or Death</b>	
<b>Service Requirement</b>	<b>Amount of Cash Reimbursement</b>
15 or more years of service	100%
More than 5 continuous years but less than 15 continuous years of service	50%
Up to and including 5 continuous years of service	33.3%

Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be further subject to the following:

1. The Human Resources Director shall administer the provisions of this section.
2. Deduction shall be made from the unused accumulated sick leave with pay credit balance which existed on December 5, 1978, in an amount proportional to any credits used of that balance. Reimbursement shall be made only for the adjusted amount with all credits from the December 5, 1978, balance subsequently used being deducted.
3. Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be payable at the time of retirement, separation caused by industrial accident or death, or at a later date when so selected by the employee, but within one year of such retirement, separation or death.
4. Reimbursement is to be computed at the base rate of pay of an employee's permanent class, at the base rate of pay of the class of a temporary or provisional employee with no permanent status, or at the base rate of pay in a temporary or provisional appointment of an employee with permanent status in another class who has held such temporary or provisional appointment continuously for one or more years at the time of separation.
5. No reimbursement shall be made for unused sick leave with pay credits earned on or after December 6, 1978.
6. The enactment of this section is not intended to constitute additional compensation, nor be a part of the rate of pay of the employee, but is reimbursement for the vested and unused accumulated sick leave with pay credit balance to which an employee would have been entitled if the employee had not retired, separated due to industrial injury or died.

## **SECTION 4: SICK LEAVE WITHOUT PAY**

### **Sick Leave without Pay - Eligibility**

Subject to the provisions of this section, sick leave without pay may be granted to employees who are not eligible for sick leave with pay or, subject to the approval of the appointing officer or designee, employees may choose not to use their sick leave with pay credits.

### **Sick Leave without Pay - Temporary and Provisional Employees**

Sick leave without pay may be granted to temporary or provisional employees. Such leave shall be renewed monthly and shall not be extended beyond three calendar months except for sick leave - maternity.

### **Sick Leave without Pay - Permanent Employees**

Sick leave without pay may be approved for permanent employees for the period of the illness provided that requests for prolonged leave shall be renewed every three months and provided further that such leave shall not be extended beyond a period of one continuous year.

### **Prohibition Against Employment While on Sick Leave Without Pay**

Employees are prohibited from working in any other employment when on sick leave without pay unless, after considering the medical reason for the sick leave without pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in outside employment.

Violators of this section are subject to disciplinary action.

## **SECTION 5: COMPULSORY SICK LEAVE**

### **Compulsory Sick Leave**

An appointing officer or designee who has reason to believe that an employee is not medically or physically competent to perform assigned duties, and if allowed to continue in employment or return from leave may represent a risk to co-workers, the public and the employee, may require the employee to present a medical report from a physician designated by the Human Resources Director certifying the employee's medical or physical competency to perform the required duties.

If the employee refuses to obtain such physician's certificate or if as a result of a medical evaluation, the employee is found not to be medically or physically competent, the appointing officer or designee may place the employee on compulsory sick leave and shall immediately report such action to the Human Resources Director.

An employee shall remain on compulsory sick leave until such time as the employee is found to be competent to return to duty by a physician designated by the Human Resources Director, but such leave shall not exceed the maximum period of sick leave provided in this provision.

An employee placed on compulsory sick leave may appeal the imposition of compulsory sick leave to the Human Resources Director within fifteen (15) calendar days of the effective date of the leave. The Human Resources Director shall appoint a medical specialist not in the City and County service who practices in the City and County of San Francisco, to conduct an evaluation and to report the findings. This evaluation shall be conducted at the cost of the City and County. The decision of the medical specialist shall be final and no further appeal shall be allowed. If the medical specialist confirms the compulsory sick leave, the specialist shall specify the duration of the leave.

## **SECTION 6: DISABILITY LEAVE**

### **Use of Sick Leave with Pay Credits to Supplement State Disability Insurance**

Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one hour.

SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one-hour provides up to, but does not exceed, the regular gross salary the employee would have received for the normal work schedule excluding overtime.

An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on a form prescribed by the Human Resources Director to the appointing officer or designee within seven calendar days following the first date of absence.

Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.

## **SECTION 7: MILITARY, WAR EFFORT AND SEA DUTY LEAVES**

### **Military Leave**

Military leave is governed by the provisions of applicable Federal and State laws, by Charter provision and by this provision.

### **Military Leave - Time of War**

Leaves of absence shall be granted to officers and employees for service in the armed forces of the United States or the State of California or for service on ships operated by or for the United States government in time of war and for a period not to exceed three months after the conclusion of such service, but not later than one year after the cessation of hostilities, except in case of disability incurred while in active service with the armed forces or the merchant marines when such disability shall extend beyond such period.

### **Military Leave - Time of Peace**

Whenever any officer or employee shall, by order of the government of the United States or by lawful order of any of its departments or officers, or by lawful order of the State of California, or any of its departments or officers, be directed in time of peace to report and serve in the armed forces of the United States, or in the armed forces of the State of California, said officer or employee shall be entitled to a leave of absence from the employee's office or position during the time of such service and for a period not to exceed three months after the expiration thereof.

### **Military Leave - Permanent Appointees**

Any officer or employee on military leave, who prior to such leave has been appointed to a permanent position in the City and County service, shall be entitled to resume such position at the expiration of the leave, and in determining and fixing rights, seniority, salary and otherwise which have accrued and shall inure to the benefit of such officer or employee, the term of military leave shall be considered and accounted as part of the employee's service to the City and County.

### **Military Leave - Proof of Duty**

Officers and employees requesting military leave shall file with the Human Resources Director a copy of the orders necessitating such service prior to the effective date of the leave of absence and upon return from such leave shall submit a copy of the discharge or release.

### **Military Leave - Salary While on Temporary Leave**

Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one year continuously prior to the date upon which temporary military leave not exceeding 180 calendar days begins shall, as required by the State of California Military and Veterans' Code (Section 395), receive their regular salary or compensation for a period not to exceed 30 calendar days of such military leave in any fiscal year or more than 30 calendar days during any period of continuous military leave.

### **War Effort Leave**

The Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees during time of war for service directly connected with the prosecution of the war or national defense or preparedness.

### **Leave for Sea Duty as Licensed Officers**

In time of war or while any act authorizing compulsory military service or training is in effect, the Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees for sea duty as licensed officers aboard ships operated by or for the United States government.

## **SECTION 8: UNPAID ADMINISTRATIVE LEAVE OR FURLOUGH**

### **General Provisions**

Notwithstanding the layoff and involuntary leave provisions or any other provisions of this agreement, an appointing officer is authorized to impose unpaid administrative leave (furlough) on any employee within that appointing officer's jurisdiction as provided in this section. The imposition of furloughs shall be subject to receipt of a Projected Deficit Notice (PDN) from the Controller stating that the department's budget will be insufficient to support the department's level of spending through the end of the fiscal year.

The authority of the appointing officer to impose furloughs shall be limited to those furloughs necessary to correct the projected deficit identified by the Controller.

No provision of Layoff and Involuntary Leave, including but not limited to any provision regarding the order of layoff, displacement of less senior employees, or reinstatement, shall be applicable to any employees furloughed hereunder.

### **Voluntary Unpaid Time Off**

Prior to imposing a furlough on any employee, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.

The appointing officer shall have full discretion to approve or deny requests for voluntary unpaid time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary unpaid time off in excess of ten working days are denied. In such cases, an employee may appeal in accordance with the procedures provided below for appealing imposition of furlough.

An employee shall be entitled to take up to ten unpaid days per fiscal year at the rate of no more than five days in a three month period, at the employee's discretion, upon at least 15 calendar days prior written notice to the employee's appointing officer. Such request shall not be denied except for the reason of a requirement that such position be filled on an overtime or premium pay basis, for essential operational needs or the requirements of a court decree or order.

### **Furloughs**

Appointing officers are encouraged to furlough entire operational units within departments rather than individual employees; or stagger work hours within an operational unit on a reduced hours basis. The decision of the appointing officer to impose furloughs under this subsection, and the appointing officer's determination of what constitutes an operational unit, shall be final.

Where, in the discretion of the appointing officer, furlough of an operational unit as prescribed above is not feasible, individual employees within an operational unit may be furloughed.



To the extent practicable, furlough shall be equitably distributed among all of the employees in the affected department or operational unit to which the Projected Deficit Notice (PDN) has application; and, all of the employees in the affected class(es).

In determining which employees to furlough, an appointing officer shall consider citywide seniority within a class as well as considering the operational needs of the department.

In no event shall furlough be imposed upon an employee for more than four days in any three month period or ten days in any fiscal year. Voluntary time off not to exceed a total of five days per quarter or ten days per year, approved pursuant to this section, shall be credited toward the maximum number of furlough days which may be imposed pursuant to this provision.

Employees placed on furlough pursuant to this section shall be notified in writing at least 15 calendar days in advance of the effective date for the furlough.

The decision to furlough an individual employee within an operational unit shall be final except that an employee given notice of a furlough, which taken together with an employee's prior furloughs in the same fiscal year would exceed five working days within any six month period, may file an appeal. Such appeals must be in writing and filed within three calendar days of the date of the notice of furlough with the Human Resources Director with a copy to the appointing officer. Within three calendar days after receiving the appeal, the Department of Human Resources shall refer the written appeal and the appointing officer's written comments, if any, for determination to the Human Resources Director, the Mayor and the Controller, or their designees, who shall meet on no less than 24 hours public notice. The determination regarding the appeal shall be rendered within seven calendar days of the date of the appeal. This decision is final and shall not be reconsidered by the Civil Service Commission. The Human Resources Director shall notify the employee and the appointing officer of the decision prior to the effective date of the furlough.

#### Restrictions on Use of Paid Time Off While on Voluntary Unpaid Time Off or Furlough

All voluntary unpaid time off or furlough imposed or granted pursuant to this section shall be without pay.

Employees granted voluntary unpaid time off or placed on furlough are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

#### **Imposition of Furlough - Fair Labor Standards Act (FLSA) Restrictions**

Furlough for employees who are non-exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one hour.

Furlough for employees who are exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one day.

#### **Vacation and Sick Leave with Pay Accruals While on Voluntary Unpaid Time Off or Furlough**

Subject to passage of necessary ordinances by the Board of Supervisors, vacation and sick leave with pay accruals shall continue during a maximum of ten days of furlough in any fiscal year, or a maximum of 20 days for approved voluntary unpaid time off taken pursuant to this Section in any fiscal year.

**Duration and Revocation of Voluntary Unpaid Time Off or Furlough**

Furlough imposed upon an employee shall remain in force for the period specified in the written notice unless sooner revoked by written notice from the appointing officer. Approved voluntary unpaid time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

**Resolution of Disputes**

Except as provided elsewhere in this section, the Human Resources Director shall act on all disputes arising out of the application or implementation of the provisions of this section. The decision of the Human Resources Director shall be final.

## **SECTION 9: OTHER LEAVES OF ABSENCE**

### **Leave to Accept Other City and County Position**

Leave by an employee who has completed the probationary period to accept exempt or temporary appointment in the City and County service may be approved for the duration of such appointment.

Denial of such leave by the appointing officer is appealable as provided elsewhere in this section.

### **Educational Leave**

Educational leave may be approved for permanent appointees for a period of up to one year. Requests for educational leave of longer than one year must be renewed each year.

Denial of educational leave is appealable as provided elsewhere in this section.

An employee on educational leave shall not accept other employment without approval of the appointing officer and the Human Resources Director, except for employment in vacant positions with the City and County during school vacations.

As soon as records are available, the employee shall periodically present to the appointing officer a record of completed educational work. These records shall be maintained in such a manner as to be readily available for audit by Department of Human Resources staff. Failure to submit an acceptable record of completed educational work shall subject the employee to disciplinary action.

### **Leave for Civilian Service in the National Interest**

Such leave may be approved for permanent appointees for a period of up to one year. Requests for such leave of longer than one year must be renewed each year.

Denial of such leave is appealable as provided elsewhere in this section.

### **Leave for Employment as an Employee Organization Officer or Representative**

Leave for permanent appointees may be approved for the duration of such service.

Denial of such leave is appealable as provided elsewhere in this provision.

### **Family Care Leave**

Permanent employees who have one or more years of continuous service in any status may be granted up to one year of unpaid family care leave for the following reasons:

1. The birth of a biological child of the employee;

2. The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker;
3. The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or
4. The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

Family care leave is unpaid leave. Such leave may be granted in addition to accumulated compensatory time off, vacation time, floating holiday time or sick leave as specified under Sick Leave - Illness or Medical Appointment of Child.

Denial of family care leave is appealable as provided elsewhere in this section.

#### **Witness or Jury Duty Leave**

An employee who is summoned as a witness on behalf of the City and County or juror for a judicial proceeding shall be entitled to leave with pay less the amount of juror or witness fee paid for the period required for such service. An employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested and granted.

Paid witness or jury duty leave shall be only from an employee's scheduled duty time and shall not include hours outside of scheduled hours of work or on days off.

Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.

An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary.

#### **Vacation Leave**

Vacation leave shall be as provided in the Charter and by ordinance of the Board of Supervisors.

#### **Involuntary Leave of Absence**

Whenever it becomes necessary to effect a reduction in force due to lack of work or lack of funds which shall result in the displacement of a permanent or probationary appointee from the City and County service, an appointing officer, notwithstanding other provisions of these Rules governing leaves of absence, shall place such employees on a leave of absence of an involuntary nature unless the employee elects to be laid off.

Such reductions in force shall be effected by the provisions of this section governing seniority and order of layoff.

Leaves of absence imposed under the provisions of this section shall expire upon the return to duty of the holdover, upon the expiration of holdover status, or upon written request of the employee to elect to be laid off while on involuntary leave.

### **Religious Leave**

Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.

Denial of religious leave is appealable as provided elsewhere in this section.

### **Personal Leave**

Personal leave for permanent employees may be approved for a period of up to 12 months within any two-year period. Personal leave for temporary or provisional employees may be approved only if replacement of the employee is not required and for a maximum of one month.

On the request of an appointing officer, the Human Resources Director, may for reasons deemed to be in the best interest of the service approve extension of personal leave for permanent employees beyond a 12 month period.

## **SECTION 10: APPEAL PROCEDURES**

### **Appeal Procedures**

Appeals concerning furloughs or voluntary unpaid time off are excluded from appeal under this section and are appealable as provided elsewhere in this Agreement.

Unless otherwise provided, a dispute concerning the application or implementation of the provisions of this section shall be processed in accordance with the grievance procedure.