



SEIU Local 1021 Misc. Bargaining Summary

Issue	MOU Section	Summary
Wages	III.A.	<p>Effective 07/01/2019: 3%</p> <p>Effective 12/28/2019: 1%</p> <p>Effective 07/01/2020: 3% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2020 will be delayed by 6 months.</p> <p>Effective 12/26/2020: 0.5% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on December 26, 2020 will be delayed by 6 months.</p> <p>Effective 07/01/ 2021: 3% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2021 will be delayed by 6 months.</p> <p>Effective 01/08/2022: 0.5% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on January 8, 2022 will be delayed by 6 months.</p>
Equity Adjustments	III.D.	<p>The following classifications will receive equity adjustments during the term of the MOU:</p> <ul style="list-style-type: none"> • 8300 Sheriff’s Cadet (July 1, 2020: 5% increase to the base rate of pay) • 2303 Patient Care Assistant (2303 at Step 5 for 2+ years as of 7/1/19 shall advance to Step 7. 2303 at Step 5 for 1+ year as of 7/1/19 shall advance to Step 6. July 1, 2020: 2303 shall have access to Steps 6 through 10 of the salary scale.) • 5322 Graphic Artist (additional 5% salary step for the Forensic Specialty. Employees shall advance to Step 6 after 1 year of service at Step 5.) • 8201 School Crossing Guard (\$2.00 per hour increase to the base rate of pay) • 8208 Park Ranger and 8210 Head Park Ranger (July 1, 2020: 5% increase to the base rate of pay) • 8211 Supervising Building and Grounds Patrol Officer (3% increase to the base rate of pay)



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Bilingual Premium	III.D.	<p>Increase bilingual pay from \$40 to \$60 per pay period.</p> <p>In order to be eligible for bilingual pay, employees must be assigned to perform bilingual services and be certified as bilingual.</p> <p>The City may require an employee to recertify not more than once every two years.</p>
Union Security	I.F.	<p>Procedures for deduction of union dues and fees.</p> <p>Union will begin to pay administrative fee referenced in Administrative Code Section 16.90.</p>
Non-Discrimination	II.A.	<p>Update list of Title IX protected classes.</p> <p>Clarify election of administrative remedy, and that it does not foreclose administrative or statutory remedy provided by law.</p>
Stewards	I.G.	<p>Union shall furnish accurate list of City-wide shop stewards and designated officers of the Union every 3 months, beginning October 1, 2019.</p> <p>Release time shall normally be made at least 48 hours in advance, but shall not be unreasonably denied regardless.</p> <p>Absent special circumstances, not more than one Shop Steward and one Shop Steward Trainee shall be released to represent an employee at the same time in the same meeting. If the Union thinks there are special circumstances warranting more than one Shop Steward and one Shop Steward Trainee at a particular meeting, the Union should notify the department forty-eight (48) hours in advance, and the parties shall mutually agree on the number of Union stewards released to attend.</p> <p>Newly-elected stewards shall be allowed 4 hours of paid release time for Union Steward training within 6 months of appointment of a Steward. Stewards shall be paid 4 hours of release time for training of the new CBA within 6 months of the effective date of this Agreement. The parties shall mutually agree to the number of Stewards to be released.</p>
Bulletin Boards	I.H.	<p>The Department may remove literature that is discriminatory or violates applicable law immediately and shall notify the Union of its removal. Upon the City’s request to meet and discuss materials posted on bulletin boards, the Union shall make itself available to meet within 48 hours.</p>
Citywide JLMC		<p>Elimination of Citywide Joint Labor Management Committee.</p>



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Reasonable Accommodation	II.A.	Require election of remedies for appeal of a reasonable accommodation decision to either the Human Resources Director or through the grievance process.
Staffing at Jail Health Services	II.E.	Move existing current contract language from the SEIU RN contract to the SEIU 1021 Misc. contract for LVNs. (LVNs are represented by SEIU 1021 Misc.)
Uniforms And Equipment	II.S.	<p>Update list of classifications/titles.</p> <p>Not more than three replacement uniforms shall be acquired by the City in any twelve-month period.</p> <p>Classifications 3302, 8202, 8226, and 8228 at the Fine Arts Museum 8202, 8226 and 8228 shall be reimburse up to \$450. 3302 shall be reimburse up to \$250.</p> <p>2600 and 2700 Series at the Department of Public Health Employees will be provided five uniforms and one pair of safety shoes upon hire, and two uniforms and one pair of safety shoes annually. Employees can request up to two uniform replacements each year.</p> <p>8202, 1705, 8217, and 8300 in the Sheriff’s Department, Institutional Patrol Unit \$600 uniform allowance each year</p> <p>Sheriff’s Employee Safety Equipment Committee The Sheriff’s Department and the Union will meet within 60 days of this Agreement to discuss use and distribution of any and all equipment that may be necessary in the line of duty.</p> <p>Protective Clothing for 9220 and 9221 City will provide one pair of safety boots and one high visibility jacket to each 9220 and 9221.</p> <p>8217 and 9209 in the Police Department The Department shall provide two short sleeve shirts, two long sleeve shirts, two pairs of pants, one foul weather jacket, one reversible windbreaker/reflective jacket, one belt, one cap, one pair of boots, one key holder, one rain jacket, and one rain hood. The Department will replace items every 1 to 5 years, depending on the item.</p> <p>For 8217 who successfully complete the Police Department Bicycle Patrol Training Course, the Department shall provide a bicycle uniform – one bicycle shirt, one bicycle pants, one pair of</p>



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		<p>bicycle gloves, and one bicycle helmet instead of the apparel in the preceding paragraph.</p> <p>The Department shall also provide pepper spray, safety vests, traffic safety gloves, whistles, flashlights, and other protective and traffic control equipment as deemed appropriate. The Department shall also provide a protective ballistic vest.</p>
Uniform Allowance for DPH Employees	II.T.	<p>As-needed employees who are required to wear uniforms shall be paid an annual uniform allowance.</p> <p>Employees in Classifications 2903, 2908 and 2909 who are required to have patient contact will be provided five lab coats, and will be given \$125 annual allowance for maintenance.</p>
Diversity, Fairness and Inclusion Committee	II.BB. (New section)	<p>Establish Committee on Diversity, Equity, and Inclusion for the term of the contract. DHR and SEIU Local 1021 will discuss training needs, recruitment, retention, promotional opportunities, and potential barriers in employment for Union represented employees.</p> <p>Require supervisors to take online implicit bias training, fairness in hiring training, and sexual harassment training.</p>
Category 18 Exempt Employees	II.CC. (New Section)	<p>Union and City will meet to monitor and discuss appointments of employees represented by the Union under Charter Section 10.104-18 and attempt to reach mutual agreements on recommendations.</p>
Regular Start Time in the Department of Public Health	III.B.	<p>All employees in the Department of Public Health shall have one regular start time for every day of employment in the same week. (Does not impact alternate work schedules.)</p>
Reassignment	III.C.	<p>Vacancies shall be posted electronically where practicable.</p> <p>Grievances may be initiated at Step II of the grievance procedure.</p>
Public Safety Communications Premium	III.D.	<p>8237 or 8238 who are required to train and evaluate performance of probationary 8237 or 8238 employees shall be paid a premium of 6% of the employee’s base rate. Additionally, 8237 or 8238 who meet and maintain the criteria for the Communications Training Officers shall be paid a premium of 8% per hour for those hours when such duties are assigned.</p>
Lead Person Premium	III.D.	<p>Increases the premium amount from \$5 per day to \$10 per day, and increases to 2 number of employees one must lead to receive the premium.</p>



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Adult Protective Service Unit Premium	III.D.	Update classifications to 2918 and 2914.
Airport Field Officer Training Premium	III.D.	<p>Update to include updated 9212 Aviation Security Analyst and 9213 Airfield Safety Officer classifications.</p> <p>Active employees in 9213 shall receive a one-time lump sum payment (pay issue on August 20, 2019) by applying the premium to qualifying hours worked during FY18-19 after the effective date of the employee’s appointment to 9213.</p>
Radiologic Technologists and Diagnostic Medical Sonographers	III.D.	Create two new classification series – Radiologic Technologists (2471 Level I, Level II, Level III, and 2472) and Diagnostic Medical Sonographers (2473 Level I, Level II, Level III and 2474). Provides incentive for additional certifications.
Longevity Premium	III.D.	Employees shall not lose longevity pay as a result of reverting to an underlying permanent Civil Service appointment due to layoff.
Pressure Washing Premium	III.D.	Employees who are required to be medically certified by the DPH in the use of protective equipment in conjunction with the performance of pressure washing duties shall receive a 5% premium when assigned and engaged in pressure washing.
Overtime / Compensatory Time for Non-“Z” Employees	III.E.	<p>Non-“Z” designated employees and 2450 shall be paid in salary unless the employee and Appointing Officer mutually agree to compensatory time off in lieu of paid overtime.</p> <p>HSA: No overtime cap for 2940 and 2944 employees at the Department of Aging and Adult Services, and 2914, 2918, 2940, and 2944 employees at the Family and Children Services.</p> <p>DPH: No overtime cap for 2574, 2930, 2931, and 2932 employees at the Comprehensive Crisis Services.</p>
Joint Commitment to Raise Quality and Lower Costs	III.J.	No later than 120 days following the execution of this Agreement, the City and SEIU shall form and jointly petition HSS to participate in a joint-labor management committee to raise quality and lower costs. The Committee shall meet quarterly to provide opportunities for review and discuss of HSS contracting strategies, HSS studies and reports, and ideas for expanded vendor reporting and accountability, and to review, discuss and advance strategies to reduce excess health care cost growth.



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Recovery of Overpayment	III.Q.	Remove provision that allowed the City to recover no more than 20% of the total amount in any one biweekly payment; not legally enforceable.
Jury Duty	III.R.	Clarification on employee rights to leave and pay during jury duty.
Grievance Procedures	IV.A.	<p>Grievances shall now also include:</p> <ul style="list-style-type: none"> • basis (specific reason or reasons) and date of grievance as known at the time of submission • date of incident giving rise to the grievance • explanation of the harm that occurred • name, classification, and department of the affected employee or employees <p>Termination grievances must be submitted initially at Step II.</p> <p>Step I: Union shall submit detailed written statement containing the specifics of the grievance. The immediate supervisor shall respond in writing within 10 calendar days.</p> <p>Step II: Union shall now also include the specific reason or reasons for rejecting the lower step response.</p> <p>Step III: Union shall now also include the specific reason or reasons for rejecting the lower step response and advancing to the next step.</p> <p>Step IV: Memorialize current City/Union process when the Union submits a grievance to Step IV.</p> <p>Each party shall bear its own expenses including legal fees and costs. Each party expressly waives any right to an award of attorney’s fees or costs in any grievance proceeding.</p> <p>Remove provision regarding termination grievances.</p> <p><i>Skelly</i> Officer shall not be from the same department as the employee and not connected with the incident giving rise to the discipline. (Creation of Citywide <i>Skelly</i> Officers.)</p>
Tuition Reimbursement	V.B.	<p>Clarify expense reimbursement process.</p> <p>Unused funds cannot be carried forward year to year.</p> <p>Increase individual reimbursement from \$500 to \$1,000 for represented employees, except 2574 and 2575, which will increase from \$1,500 to \$2,000.</p> <p>Expand eligible expenses for represented employees (i.e., tuition, registration fees, books, professional conferences, professional</p>



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		association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee's current classification).
20/20 Work Training Program	V.E.	<p>July 1, 2019: one-time transfer of the balance in the tuition reimbursement fund as of June 30, 2019 to the 20/20 program.</p> <p>20/20 Program shall not exceed \$200,000 per FY, except that expenditures may exceed \$200,000 by debiting the funds from tuition reimbursement until those sums are exhausted.</p> <p>No later than January 1, 2020, the City and SEIU shall meet to discuss potential avenues of career advancement, and if mutually agreed, expand the 20/20 Program.</p>
Training for Certain Classifications	V.I.	Eliminate the allocation of \$2,500 each fiscal year for the purpose of training for classes 8142, 8143, 8124, 2975, 8129, 8131, and 8133.
Supervisor Training	V.N. (New Section)	<p>City shall provide supervisors with 24-PLUS training, or equivalent.</p> <p>DPH will provide LEAN Certification and EPIC Certification to DPH supervisors.</p>
Health and Safety Trainings	V.O. (New Section)	<p>City agrees to offer elective training to Union members upon request and certification by the Appointing Officer or designee that the training would promote competency in their job classifications, as well as a safe work environment.</p> <p>June 30, 2020: the City shall provide training on recognizing, identifying, and working with persons with mental illness and developmental disabilities upon the request of the employee.</p>
Health And Safety	VI.A.	<p>Employee has the right to functioning and effective heating, cooling, and ventilation systems in indoor workspaces.</p> <p>The Department and Union may discuss additional security personnel, security escorts to and from public transportation depots and parking facilities during and proximate to the workday.</p> <p>City shall make EAP or other counseling service available to the employee and witnesses of assault.</p> <p>City shall provide training to all 2706 employees regarding proper procedures for infectious waste.</p>
SEIU 1021 Represented Classifications	Attachment A	Update list of SEIU Local 1021 represented classifications.



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EPIC and LEAN Process	DPH Supplemental	DPH and the Union shall meet monthly through implementation of the EPIC electronic health record system to discuss updates to the system. If the LEAN initiative results in significant and adverse impacts to working conditions of employees, the City will meet and confer.
Airport Employee Commute Options Program	AIR Supplemental	Update Airport Employee Transit Options Program from a pilot to a permanent program. Allows Airport employees to receive a monthly allowance instead of free parking pass.
Policy Concerning Substance Abuse	AIR Supplemental	Update classifications and titles.
Sheriff's Department Supplemental	SHF Supplemental	Written counseling does not constitute discipline or performance improvement plan Meet and Confer: No later than August 30, 2019, the parties will meet and confer on procedures for vacation bid, shift bid, overtime distribution, and lunch breaks for represented employees at the Department. The meet and confer shall conclude after 4 months. Arbitrator David Weinberg shall retain jurisdiction as neutral through and until June 30, 2020 if the parties avail itself to the impasse resolution procedures in Charter Section A8.409-4.
Department of Emergency Management Meet and Confer	DEM Supplemental	Meet and Confer: No later than September 30, 2019, the parties will meet and confer over the following for Classifications 8237, 8238, and 8239: (1) establishment of a pilot program to implement twelve-hour shifts; (2) amending holiday bidding procedures to allow lower seniority employees to access holiday slots; and (3) amending procedures for bidding on vacation during summer months to allow lower seniority employees to access vacation slots in June, July and August. The meet and confer process shall conclude after 4 months from the date the parties first meet. Arbitrator David Weinberg shall retain jurisdiction as neutral through and until June 30, 2020 if the parties avail itself to the impasse resolution procedures in Charter Section A8.409-4.
Gender Pronoun	All	In conformance with Mayor's Executive Directive on Gender Inclusivity, removes all gender pronouns and replaces them with gender neutral terms.



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Duration	VI.D.	MOU will be in effect July 1, 2019 through and inclusive of June 30, 2022.