

**AMENDMENT No. 2
TO THE 2015-2018 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
UNION OF AMERICAN PHYSICIANS AND DENTISTS (UNIT 18)**

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

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:

2210 Dentist – Unit 18
~~2220 Physician – Unit 18~~
2230 Physician Specialist – Unit 18
2232 Senior Physician Specialist – Unit 18
2292 Shelter Veterinarian – Unit 18
2598 Assistant Medical Examiner – Unit 18

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 thirty days prior to the expiration of the MOU. ~~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~~ within thirty (30) days of the close of the revocation period.

I.I. AGENCY SHOP

Application

53. Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union of American Physicians and Dentists in representation Unit 18 when on paid status.
54. The provisions of this section shall not apply to individual employees in the City in representation Unit 18 who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Administrative Code ~~Employee Relations Ordinance.~~

55. The Employee Relations Director shall give the Union no less than ten (10) working days' notice of any such proposed designations. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208(b) ~~46.208(B)~~ of the Administrative Code Ordinance.

III.A. WAGES

120. All base wages shall be rounded to the nearest whole dollar, bi-weekly salary, ~~grade~~.
121. Base wages for Classes 2210 Dentist, 2292 Shelter Veterinarian, and 2598 Assistant Medical Examiner shall be increased as follows:
122. Effective October 10, 2015: 3.25%
123. Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.
124. In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.
125. For Fiscal Year 2017-2018 and 2018-2019, employees in classes 2210 Dentist, 2292 Shelter Veterinarian, and 2598 Assistant Medical Examiner will get the same wage increase as employees in bargaining units 7 and 8, except that if such wage increase is lower than two percent (2%), at the Union's request the parties will reopen the contract on wages only for these classes, subject to the impasse resolution procedures and timelines in San Francisco Charter section A8.409 et seq.
126. Employees in class 2210 Dentist with over 16 years of City service as of the effective date of this Agreement who are actively employed by the City on July 1, 2015, will receive a one-time bonus of \$3,500 as soon as possible, but no later than the first pay period after September 1, 2015.

III.C. ADDITIONAL COMPENSATION

(Added after Acting Assignment Pay, paras. 154-160)

Supervisory Differential Adjustment

- XX. The Department of Human Resources is hereby directed to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions.
- XX. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for, and is in responsible charge of the work of a subordinate or subordinates.
- XX. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
- XX. c. The organization is a permanent one approved by the Appointing Officer, Chief Administrative Officer, Board or Department of Human Resources, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
- XX. d. The classifications of both the supervisor and the subordinate or subordinates are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
- XX. e. The salary grade of the supervisor is less than one full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee or employees supervised.
- XX. f. The adjustment of the salary grade of the supervisor shall be 5% over the salary grade, exclusive of extra pay, of the employee or employees supervised. DHR clarification of the application of this paragraph is hereby incorporated by reference.
- XX. g. A supervisory differential shall be available to employees assigned by the Appointing Officer to supervise one or more employees in the same classification.
- XX. h. If the application of this section adjusts the salary grade of an employee in excess of his/her immediate supervisor covered by this MOU, the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions of this section are also met.
- XX. i. Effective July 1, 2018, compensation adjustments are effective retroactive to the beginning of the current fiscal year in which the employee became eligible for such adjustment under these provisions.
- XX. j. To be considered, requests for adjustment under this section must be

received by the Department of Human Resources not later than the end of the current fiscal year.

- XX. k. In no event will the Human Resources Director approve a supervisory differential adjustment in excess of two (2) full salary steps (approximately 10%) over the supervisor's current base compensation. If in the following fiscal year a salary inequity continues to exist, the Department of Human Resources may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full salary steps (approximately 10%).

III.H. PROFESSIONAL DEVELOPMENT LEAVE

197. 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, **including reasonable travel time**, 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. **Eligible employees may use professional development leave to study for Board certification and recertification examination during the six-month period before their examination date.**

III.J. EMPLOYEE DEVELOPMENT

199. The City shall **maintain an** 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. **Effective July 1, 2018, the City shall budget Two Hundred Fifty Thousand Dollars (\$250,000*) 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.
200. 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 **five hundred** dollars (~~\$2,500~~ 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, **initial certification and maintenance of certification**

fees, 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. *Drug Enforcement Administration registration fees are not eligible for reimbursement under the Employee Development Fund.*

201. 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.*
202. 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 **Office Accounting Policies and Procedures Manual**, ~~travel policy memo~~. However, Employee Development Funds may not be used for food.
203. *The amount of the fund covers both Unit 17 and Unit 18.
204. 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.
205. 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 2015-2019 ~~2018~~ MOU.

Supplemental Training Fund

206. 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. **Funds shall not carry over beyond the expiration of this 2015-2019 MOU.**
207. 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.N. HEALTH AND WELFARE

e. Life Insurance

XX. When an employee becomes eligible to participate in the Health Services System under San Francisco Administrative Code Section 16.700, the City shall provide that employee with term life insurance in the amount of \$50,000.

III.O. LONG TERM DISABILITY

212. 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.

213. 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 maximum monthly benefits 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.Q. VACATIONS

221. Vacation benefits shall be administered pursuant to the Vacation Ordinance in the Administrative Code, Chapter 16, Article II. The maximum number of vacation hours an employee may accrue is set forth in Administrative Code §16.12(e).

V.D. DURATION OF AGREEMENT


263. This Agreement shall be effective as of July 1, 2015, and shall remain in full force and effect through June 30, 2019 2018.

FOR THE CITY

Date: 4/26/18



Micki Callahan
Human Resources Director

Date: 4/26/18


Carol Isen
Employee Relations Director

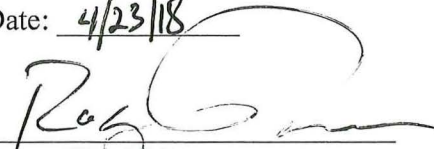
APPROVED AS TO FORM:

Date: 4/28/18


Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

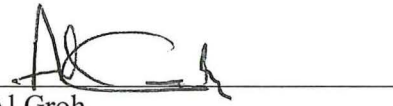
Date: 4/23/18


Roger Wu, M.D.
UAPD

Date: _____

Victoria Behrman, M.D.
UAPD

Date: 4/23/18


Al Groh
UAPD Chief Negotiator

FOR THE CITY

Date: _____

Micki Callahan
Human Resources Director

Date: _____

Carol Isen
Employee Relations Director

APPROVED AS TO FORM:

Date: _____

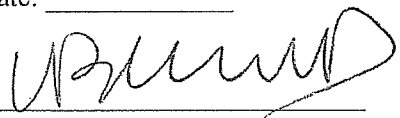
Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Roger Wu, M.D.
UAPD

Date: _____


Victoria Behrman, M.D.
UAPD

Date: _____

Al Groh
UAPD Chief Negotiator

