

## LETTER OF AGREEMENT

Between and For

THE CITY & COUNTY OF SAN FRANCISCO

And

COMMITTEE OF INTERNS AND RESIDENTS, SEIU

1. **Preamble:** This Letter of Agreement (hereinafter "Letter Agreement") is made this 1st day of July, 2022, by and between the Department of Public Health of the and the City & County of San Francisco (hereinafter "the Department") and the City & County of San Francisco (hereinafter "the City") on behalf of all departments, commissions, officers and employees of the City and the Committee of Interns and Residents, SEIU (hereinafter "CIR" or "Union") representing interns and residents employed by the University of California, San Francisco (hereinafter "UCSF") who rotate through the Zuckerberg San Francisco General (hereinafter "ZSFG" or "Hospital") during their residency.
2. **Dissolution of Bargaining Unit:** UCSF has recognized CIR as the exclusive representative of residents, interns and fellows employed by UCSF. Based on that recognition, CIR is the exclusive representative of such individuals when they rotate to ZSFG. Accordingly, the parties agree to dissolve the 8-EE bargaining unit (the unit comprising the job codes 2273, 2275, 2277, 2279, 2281 and 2283). If the Civil Service Commission must approve the agreement to dissolve the bargaining unit, the parties agree to make a joint request to the Civil Service Commission and participate in good faith in any Civil Service Commission processes that are necessary to effectuate this agreement.
3. **Application of Letter Agreement:** This Letter Agreement is a contractual agreement that sets forth site-specific terms and conditions of CIR members' employment over which the City has control when the CIR members are in rotation at ZSFG. If on the date of execution of this Letter Agreement, the UCSF/CIR Memorandum of Understanding (hereinafter "MOU") includes a provision regarding the same subject matter as this Letter Agreement, the provision in the UCSF/CIR MOU shall supersede the provision in this Letter Agreement, and the City agrees to apply that provision to CIR members who are on rotation at ZSFG. If UCSF/CIR add to or amend a provision in the UCSF/CIR MOU after the date of execution of this Letter Agreement, CIR agrees to promptly inform the City, and upon the request of one or both parties, the parties shall thereafter participate in reopener negotiations regarding the application of that provision to CIR members when they rotate to ZSFG.
4. **Use of Departmental Facilities:** Departmental facilities will be available for use by the Union or its representatives for the purpose of holding Union meetings 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.
5. **Bulletin Board:** A bulletin board exclusively for the use of CIR shall be established or designated on the second floor of the Main Hospital Building near the Cafeteria.
6. **Distribution of Union Information:**
  - a. Distribution of official Union literature and materials by a Union member, shop steward, business agent or other Union representative will be permitted provided:
    - i. The intern/resident distributes such literature outside his regular working hours;

- ii. The distribution of literature to interns/residents on duty will be accomplished during their breaks (rest periods) or before or after their work shifts;
  - b. The above right shall not interfere with patient care or with the operations of the Department.
  - c. The Hospital agrees to provide interns and residents at the time of their sign-up a Union Information Packet supplied by the Union.
7. **New Employee Orientation:** Business representatives shall receive ten (10) working days' notice of pre-scheduled departmental orientation sessions for incoming bargaining unit members during the months of June - July and shall be permitted to make presentations at these orientation sessions in order to distribute Union materials and to discuss bargaining unit members' rights and obligations under this MOU.
8. **Access:** The Union shall have reasonable access to all work locations to verify that the terms and conditions of this MOU are being carried out and for the purpose of conferring with interns and residents, provided that access shall be subject to such rules and regulations as may be agreed to in writing by the Department and the Union.
9. **No Discrimination:**
- a. The Hospital and the Union agree that neither shall discriminate against any intern or resident because of race, color, creed, religion, sex, national origin, physical disability, age, political affiliation or opinion, sexual orientation, marital status, or gender identity or gender expression nor shall a person be the subject of sexual harassment. Confidential and expedited procedures for the handling of complaints of sexual harassment shall be utilized.
10. **Quality Improvement Incentive:** The City agrees to provide Quality Improvement Incentive (QI) pay to bargaining unit members at ZSFG who do not qualify for the UCSF Quality Improvement Incentive pay if the target goals as set by ZSFG hospital leadership are met by their Department. The QI pay will match the amount under the UCSF program.
11. **Health and Safety:**
- a. The City and the Hospital acknowledge their responsibility to provide safe, healthful work environments for Hospital employees and users of hospital services. Every intern and resident has the right to safe and healthful working conditions.
  - b. No intern or resident shall suffer adverse action by the City due to his or her refusal to:
    - i. Perform hazardous or unsafe tasks at the request of the City;
    - ii. Enter hazardous or unsafe working areas; or
    - iii. Perform work which has been made unsafe or hazardous as a result of the conduct or inaction of City agents.
  - c. In determining whether a particular activity is hazardous or unsafe, the parties shall take into account the fact that the very nature of interns and residents work involves daily exposure to communicable diseases and highly infectious matter. Evaluation of whether a given risk is unacceptable shall be based upon all surrounding facts, including the practices and conditions at similar health care institutions in Northern California.
  - d. If the City and union representative concur that such a task or area is unsafe, the City will request that the University reassign the intern/resident until the hazard is eliminated. If the City and Union

representative do not concur and the matter is within the City's area of responsibility under the settlement agreement:

- i. The intern/resident or union may request the University to reassign the intern/resident until the alleged hazard is eliminated, and
  - ii. Upon request by the intern/resident, union or City, the matter shall be submitted to the Chair of the Hospital Health and Safety Committee for action.
- e. If the matter remains unresolved after submission to the Chair of the Hospital Health and Safety Committee, the matter may be submitted to the grievance procedure for final resolution.
  - f. The Hospital, upon request, shall provide the Union that information which the Hospital is required to generate for Cal/OSHA requirements.
  - g. The Hospital and the Union agree to utilize the Hospital Health and Safety Committee to address Interns & Residents health and safety concerns, and will make every reasonable effort to resolve those concerns. The Hospital agrees that the Union may designate representatives to serve as official members of the committee.

12. **Interns & Residents Affairs Committee:** The Interns & Residents Affairs Committee will serve as the principal forum for discussing with Interns & Residents issues of house and other staffing levels. The Committee will investigate strategies for achieving optimum patient care and high standards of training and shall be available as a resource to the service chiefs and Interns & Residents. In the event that appropriate work schedules and hours cannot be maintained at current staffing levels, in the judgment of the University and Department, the Department shall request additional funds for staffing for the appropriate job tasks from the Mayor and Board of Supervisors which shall make a good faith attempt to obtain and appropriate funds for the additional staffing as part of the annual budget process. The problem shall be resolved as expeditiously as possible.

13. **Interns & Residents Lounge:** The Hospital shall continue to provide bargaining unit members with a lounge on the basement level of Building 5 for their exclusive use. The Hospital agrees to maintain 10 workstations with 10 functioning computers, 2 printers, and 5 telephones with an outside line for the use of all bargaining unit members. The Hospital shall ensure that printer paper is restocked and that HIPAA bins and trash cans are emptied a minimum of 3 times per week. These facilities may also be used by the Union business representative, but are in no way for the reserved or exclusive use of any Union representative.

14. **Security:**

- a. Interns & Residents, when faced with possible bodily harm without provision of adequate security, may leave the location and immediately take responsibility to notify security and take any other appropriate steps to resolve the situation.
- b. The Hospital agrees to continue to allow interns and residents who are on call, or on a Pediatrics Clinic, Family Medicine Clinic, ER, or Internal Medicine Swing Shift (starting at 11 a.m., noon, 1 or 2 p.m.), access to parking in those restricted zones agreed upon by the Union and Hospital Administration. The Hospital shall provide a total of no more than sixty-five (65) entries per day for Interns & Residents who are on call at the Hospital. Any changes in current Interns & Residents parking privileges shall be by mutual agreement of the Hospital and the Union. However, nothing in this section shall limit the Hospital's right to make overall changes in parking arrangements which would affect all non-management Hospital employees including interns and residents – e.g., instituting paid parking, building new parking facilities and/or eliminating existing facilities. Such proposed overall changes which affect Interns & Residents parking shall be subject to meet and confer.

15. **Interpreter Service:** The Hospital agrees to maintain interpreter services 24 hours a day, seven days a week. The Hospital is committed to providing a sufficient number of interpreters for the provision of adequate patient care. The Hospital agrees to meet regularly with Interns & Residents representatives to discuss interpreter services.
16. **Phlebotomy Service:** The Department agrees to continue the a.m. and p.m. blood draws utilizing phlebotomist(s).
17. **Hospital Committees:** The Hospital will recommend and support that Union appointed Interns & Residents representatives be included as voting members on various hospital committees as listed herein: Pharmacy and Therapeutics (P&T), Performance Improvement and Patient Safety (PIPS), Medical Executive (MEC), Laboratory Utilization, Ambulatory Care, Critical Care, Infection Control, Operating Room, Utilization Management.
18. **CPR:** The Hospital shall provide, free of charge, a course in basic CPR and Advanced Cardiac Life Support in accordance with the standards of the American Heart Association. These shall be available on an annual basis at SFGH Medical Center.
19. **Meals:**
  - a. Subject to verification of rotation at SFGH, the City and the Department agree to provide UCSF CIR bargaining unit members with meal cards, with a daily value of \$23.00, good for up to \$5.00 for breakfast, up to \$9.00 for lunch, and up to \$9.00 for dinner when working at SFGH. The Union recognizes that these passes are for the exclusive use of the individual to whom the pass is issued and that improper use or abuse of this privilege may result in the discontinuance of such privilege for that individual.
  - b. The midnight meal arrangement shall continue, and SFGH shall deliver 50 meals, including vegetarian options, around 6:00 pm to the refrigerator in the Interns and Residents Lounge on the basement level of Building 5, seven (7) days per week.
  - c. Interns & Residents may maintain a microwave oven in the Interns & Residents Lounge after appropriate inspection for electrical safety. It shall be the responsibility of the Interns & Residents to maintain cleanliness and sanitation of the oven.
  - d. A minimum of one vegetarian entrée per meal will be available in the SFGH cafeteria. In the event of a price increase in the cafeteria, the allotment per meal for interns and residents will be adjusted accordingly.
20. **On-Call Rooms:** The Hospital agrees to provide sleep quarters for on-call Interns & Residents at a level that accommodates two beds per room whenever possible. The sleep rooms will have locking doors, beds in good repair, and two phones per room where needed. Whenever possible, sleep rooms will have lockers and private bathroom facilities. They will be cleaned at least three times per week and beds will be made daily. Two sleep rooms of two beds each will be designated for female Interns & Residents. It is recognized by the Union, however, that these designations may be ignored or altered by the Interns & Residents, and that the Hospital is not responsible for enforcing this provision. Clean sheets, towels, and blankets will be provided. The Hospital will maintain dedicated sleep rooms except in emergency situations.
21. **Bilingual Pay:** An employee who routinely and consistently provides more than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of sixty dollars (\$60.00) biweekly. A “designated bilingual position” is a position designated by the Hospital which requires translation to and from a non-English language, including sign language for the hearing impaired and Braille for the visually impaired.

22. **Computer Access:** The Hospital will provide networked computer access in all resident work areas, including clinics. Computer access between SFGH to the clinics, and vice versa, will be provided. The Hospital will provide a sufficient number of computers necessary for the Residents and Interns to perform their regular work, such as the present system of drafting and printing patient orders, researching of medical literature, and reviewing patients' lifetime clinical records. Nearby printer access will be provided. The Hospital will provide 24-hour technical support to maintain and utilize the existing computer system. Nothing in this section shall be construed to require the Hospital to expend unreasonable funds, nor to purchase or provide additional, non-Hospital controlled database or subscription services.

- a. The Hospital agrees to add six (6) computer terminals that are networked to the Community Health Network and have internet access. Installation will be as follows: two (2) in the call rooms located in the basement; two (2) in the 3B area of the call rooms; and two (2) in the Interns & Residents lounge.

23. **Medical License Expense Reimbursement:**

- a. Reimbursement shall be prorated as follows:
  - i. Residents who spend three to six months or rotations at SFGH in their second year shall be reimbursed twenty-five percent (25%) of the total cost of their medical license and application.
  - ii. Residents who spend six or more months or rotations at SFGH in their second year shall be reimbursed fifty percent (50%) of the total cost of their medical license and application.
  - iii. Residents who do not meet this criteria, but who can verify that they will average three or more months or rotations at SFGH during their second and third year shall be reimbursed as follows:
    1. Three to six months or rotations – 25%
    2. Six or more months or rotations – 50%
- b. Eligibility for the Medical License Expense Reimbursement shall be limited to second year residents. To be eligible, the resident must provide his/her anticipated second year schedule (and third year if necessary) at SFGH and confirm his/her good standing with his/her residency program. Verification of anticipated schedule and good standing must be confirmed by the Residency Program Director, the Dean's Office at SFGH, and approved by the Executive Administrator of the Hospital. Residents failing to meet the requirements to remain in good standing as defined by their individual residency programs are not eligible for reimbursement of the initial license fee as outlined herein.
- c. The Medical License Expense Reimbursement will be paid only upon presentation of evidence of payment of the full cost of the licensing fee. The Hospital will not honor reimbursement requests submitted after the date that the resident starts his/her third year.

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

- a. San Francisco General Hospital will establish a special fund for the purchase of needed medical equipment, patient materials or educational supplies necessary to improve patient care at SFGH. The fund may also be used to support projects or initiatives that aim to improve patient satisfaction, safety, and the quality of care provided at SFGH. This fund will be known as the Committee of Interns and Residents Patient Care Fund.
- b. The elected officers of the SFGH CIR chapter will establish a CIR Patient Care Fund Committee made up of SFGH interns and residents who will be responsible for reviewing purchase requests and making recommendations to the San Francisco Director of Public Health or his designee. Any SFGH intern or resident may make a request to the Committee. The Committee will meet quarterly to review all newly submitted purchase requests made since the previous meeting as well as to review the progress of previously submitted patient care fund purchase requests. Representatives of the DPH Labor Relations team and Materials Management shall attend all Committee meetings, provided they are given timely notice from the Union.
- c. Committee recommendations accepted by the Director of Public Health or designee will be forwarded to the SFGH Materials Management, which will procure the requested items using CIR Patient Care Fund money. Subject to the City's Office of Contract Administration purchasing requirements and the availability of the requested item(s), all item(s) will be purchased within six months from the date the SFGH Materials Management receives the completed purchasing request (including any necessary supporting documentation) and has confirmed that the item(s) may be obtained from a City-approved vendor. The SFGH Materials Management will make best efforts to have the purchased items delivered within six months from the date of order, provided that exigent circumstances do not exist. SFGH will be responsible for the reasonable upkeep and maintenance of the items purchased. All decisions regarding upkeep and maintenance of items purchased lie solely within the discretion of the Hospital.
- d. Should the Director of Public Health or designee reject a proposal, written notice will be provided to the Committee within 30 days. Decisions by the Director of Public Health or designee are final and not subject to the grievance procedure of this Agreement.
- e. SFGH agrees to contribute to the Patient Care Fund \$400,000 in each fiscal year. Any portion of the annual contribution not used at the end of the fiscal year shall not be carried forward to the following fiscal year.
- f. Until such funds are exhausted, up to \$322,000, but no more, of the Patient Care Fund may be used annually to fund and pay for: medical books and journals; resident wellness activities; projects and training; exams; wearable medical equipment; computer and digital equipment; medical software items for employees in the unit; and conference registration excluding travel and lodging.
- g. Interns & Residents must spend a minimum of three (3) months on rotation at SFGH in a fiscal year to be entitled to reimbursement of educational expenses up to \$600 in that fiscal year. Interns & Residents may apply for and receive educational reimbursement funds prior to completion of the required three (3) months of rotation so long as they are scheduled to complete the three months during the fiscal year in which they apply for reimbursement. It is expected that all residents receiving funds will complete the required three (3) months of rotation. Any resident who receives educational reimbursement funds and does not complete her or his required three (3) months of rotation at SFGH shall repay the reimbursement funds received within 90 days of leaving the rotation.

- h. Interns & Residents must use the City and County of San Francisco, Department of Public Health reimbursement process to submit reimbursement requests electronically. The City agrees to utilize the Interns & Residents Affairs Committee to discuss improvements in the reimbursement process, upon request of the Union.
- i. Interns & Residents may use multiple fund sources to receive up to 100 percent reimbursement for items noted in paragraph 24(f). Under no circumstances may Interns & Residents use multiple fund sources to be reimbursed for more than 100 percent of any purchase.
- j. Interns & Residents shall be reimbursed within three (3) months of submitting the reimbursement request for medical education-related expenses as outlined above. An account balance of the portion of the Patient Care Fund allocated to educational reimbursement shall be presented during the quarterly Patient Care Fund meeting.

25. **Enforcement of Letter Agreement:**

- a. **Definition of Grievance:** A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement. Discipline, discharge, and matters not expressly covered by this Agreement shall not be subject to the grievance procedure.
- b. **Grievance Description:** The Union and the City agree that the following guidelines will be used in the submission of grievances:
  - i. The basis and date of the grievance as known at the time of submission;
  - ii. The section(s) of the contract which the Union believes has been violated;
  - iii. The specific remedy or solution being sought by the Grievant.
- c. **Grievance Procedure:**
  - i. In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance.
  - ii. The Union, a Resident or Intern, or a group of Residents or Interns shall submit a written statement of the grievance to the DPH Director of Human Resources/Labor Relations or his/her designee within thirty (30) calendar days of the facts or event giving rise to the grievance, or within thirty (30) calendar days from such time as the employee or Union should have known of the occurrence thereof. In cases alleging sexual harassment, the time limit during which to file a grievance shall be four (4) months.
- d. **Mediation:** Within thirty (30) days of the filing of the grievance, the parties shall request that the California State Mediation and Conciliation Service (“SMCS”) assign a mediator to help the parties resolve the grievance. The first day of mediation shall occur within sixty (60) days of the filing of the grievance. The parties may mutually agree to waive the mediation step of this procedure and proceed to arbitration.
- e. **Arbitration:**
  - i. If the parties are unable to informally resolve the grievance in mediation, CIR can elect to submit the grievance to an arbitrator. The arbitrator shall be selected by mutual agreement between the grievant’s representative and the City. The City and the Union must initiate the selection of an arbitrator and schedule the arbitration within thirty (30) calendar days of the union’s receipt of the date that one or both parties stated in writing

when the mediation was concluded. If the grievant's representative and the City are unable to agree on the selection of an arbitrator, they shall jointly request SMCS to submit a list of five (5) arbitrators who have had considerable experience as an arbitrator in public employment disputes. The grievant's representative and the City shall then alternately delete names from such list until only one (1) name remains, and that person shall serve as the arbitrator. Whether the employee representative and the City delete the first name in the alternating process of deleting names shall be determined by lot.

- ii. Except when a statement of facts mutually agreeable to the grievant and the City is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties.
- iii. It shall be the duty of the arbitrator to hold said hearing within forty-five (45) calendar days of written acceptance of appointment as the arbitrator.
- iv. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement. The award of the arbitrator shall be final and binding.
- v. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required.

26. Transfer of Letter Agreement Terms and Condition to UCSF MOU. On or before September 1, 2022, the City and the Union shall meet to discuss transferring, and incorporating, the terms of this Letter Agreement into the UCSF-CIR MOU to become effective July 1, 2023. The Department will work with UCSF to coordinate the transfer and incorporation of the terms of this Letter Agreement into the UCSF-CIR MOU.

27. **Duration of Letter Agreement:** This Letter Agreement shall be in effect July 1, 2022 through June 30, 2023. The term of this Letter Agreement will extend automatically for successive twelve (12) month terms unless a party provides the other written notice that it desires to renegotiate the Letter Agreement. Notice of the desire to renegotiate must be given at least one hundred and twenty (120) days before June 30.

DATED: \_\_\_\_\_, 2022


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DARSHAN PATEL  
President, CIR-SEIU

DATED: \_\_\_\_\_, 2022

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ANDREAS MITCHELL  
Northern CA Regional VP, CIR-SEIU



DATED: 5/12, 2022

  
CAROL ISEN  
Director of Human Resources, CCSF

**APPROVED AS TO FORM:**

DATED: 5/13, 2022

  
JONATHAN ROLNICK  
Chief Labor Attorney, CCSF

DATED: \_\_\_\_\_, 2022

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KERIANNE STEELE  
Counsel, CIR