

CCSF NEGOTIATIONS 2022

### SEIU, Local 1021 RN

#### SEIU, Local 1021 Registered Nurses Bargaining Summary

Issue	MOU Section	Summary
Wages	III.A.	Effective 07/01/2022: 5.25%
		Effective 07/01/2023: 2.50% except that if the March 2023 Joint Report projects budget deficit for FY 2023-2024 that exceeds \$300 million, base wage adjustment due on July 1, 2023, will be delayed by 6 months.
		Effective 01/06/2024: 2.25% except that if the March 2023 Joint Report projects budget deficit for FY 2023-2024 that exceeds \$300 million, base wage adjustment due on January 6, 2024, will be delayed by 6 months.
Step Adjustments	III.A.	Effective 07/01/2022: Steps 3 through 5 shall be increased by 1.00% and Steps 6 through 10 shall be increased by 1.50%.
		Effective 07/01/2023: Steps 6 through 10 shall be increased by 0.50%.
Grievance Procedure	I. L.	Adds Grievance Committee Pilot Program for FY 2022-2023 to resolve Step 2 grievances. The Committee will meet monthly and it will consist of two (2) individuals designated by the Union and 2 from DPH management.
		If the Committee reaches resolution, and the resolution requires approval by another entity such as the Health Commission or the City Attorney, the Committee will submit a recommendation for implementation.
		If the Committee does not reach resolution or if the resolution is not approved, the Step 3 process will continue.
Election of Remedies	II.A.	Allows employees to elect more than one remedy for discrimination complaints.
Reimbursement for Work Related Expenses	II.D.	Adds "If required and approved by a supervisor, a nurse shall receive a City issued laptop and/or cell phone, contingent on available supply".
		Changes reimbursement for from work-related phone calls to use.
Advanced Practice Leadership	II.G.	Strikes the existing Advanced Practice Counsel.



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		Adds quarterly meetings between DPH and the Union to discuss the possible creation of a leadership level role to ensure consistent standards of practice for advanced practice practitioners.
Committee on	II.R.	Extends the Committee through the term of this Agreement.
Diversity, Equity and Inclusion		Adds that the Committee shall discuss the recommendations in the June 2021 "Report of San Francisco Independent Reviewer for Mayor London Breed by Professor William B. Gould IV."
Rest Breaks	III.B.	Establishes a 50% premium provided to nurses who are mandated to work through their fifteen (15) minute rest break.
Voluntary Reduced	III.B.	Changes the granting of reduced workweeks from first come first serve to by seniority.
Workweek		Clarifies process for posting and awarding reduced workweek positions.
		Adds that DPH will report on the number and percentage of nurses working a reduced workweek by department to the Joint Labor Management Monitoring Committee quarterly.
		Adds a committee to discuss and attempt to reach consensus on a potential amendment to this agreement on the feasibility of creating additional reduced workweek positions.
Bilingual Pay	III.D.	Adds language stating that employees who pass the language proficiency test will be deemed to be assigned to perform bilingual services unless the manager can demonstrate that there is no patient care need for the language in that department or program.
		Adds language stating that the language proficiency tests will be made available quarterly at rotating sites until the tests are fully remote and posted online.
Chare Nurse Pay	III.D.	Revises the role of the Charge Nurse to "coordinate all unit activities such as: work flow; facilitating patient admissions, discharges and transfers; monitoring unit activities, and other indirect patient care activities. Furthermore, the Charge Nurse acts as a resources person to nursing staff and acts as a liaison to other units."
		Reduces the minimum hours as Charge Nurse to receive the Charge Nurse premium from four (4) hours to assigned hours "except to relieve the Charge Nurse during their meal or rest breaks".
Holidays	III.F.	Adds Juneteenth (June 19) holiday.



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		Replaces Columbus Day with Indigenous Peoples Day, Italian American Heritage Day.
Holidays In Lieu	III.F.	Allows employees to use holidays in lieu earned when a legal holiday falls on a Saturday and is observed on a Friday in the current or next fiscal year.
Holiday Eligibility	III.F.	Changes the calculation of legal holiday pay for part-time employees from hours worked in the pay period to hours scheduled.
Holiday Scheduling	III.F.	Adds language to clarify the holiday shift for the Zuckerberg San Francisco General Hospital (ZSFGH) Medical-Surgical Unit for the Christmas and New Year's holidays to be commencing at 9:00 p.m. on the eve of the holiday.
Change in Status	III.H.	Adds language allowing nurses changing status from temporary to permanent and permanent to temporary to maintain their salary step anniversary date for the purpose of salary step advancement.
Mandatory Training	IV.A.	Adds language that nurses will be released from their regular work duties to complete employer mandated classes. With prior approval, nurses who are not released during scheduled work hours will be assigned to complete classes on overtime.
Tuition	IV.A.	Increases allocation to \$300,000 per fiscal year.
Reimbursement		Increases individual reimbursement maximum to \$6,000.
		Strikes language specific to fiscal years 2020-2021 and 2021-2022.
License Reimbursement	IV.E.	Changes license reimbursement to an annual payment provided at the end of the first quarter of the fiscal year. The Union shall notify the City of changes to the fee schedule and the payments shall by increased proportionately. No retroactive payments shall apply.
Medical- Surgical	V.A.	Updates Medical-Surgical Zones at ZSFGH.
Acuity Tool	V.A.	Adds language allowing the Union to nominate one member per service line for the committee that will implement any new patient classification system (PCS), acuity tool, or other staffing or workload model. Requires DPH to provide quarterly updates on patient volume or caseloads and acuity data for all non-acute areas at the labor monitoring committee.
		Adds language allowing the Union to nominate one member per service line to validate the PCS as required by Title 22 Division 5 §70217(g).



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Issue	MOU Section	Summary
Dispute Resolution	V.A.	Adds "Parties will request the third-party neutral to provide determination within 30 days of the hearing." To the staffing dispute resolution procedures.
LHH Staffing	V.B.	Updates LHH staffing grid to reflect staffing as of 7/1/22.
Staffing as of 7/1/22	V.C.	Updates staffing grid to reflect staffing as of 7/1/22, including new staffing agreements.
Workplace Violence	V.E.	Updates the ZSFGH Violence Prevention Team to include DPH's Director of Security.
Prevention Committee		Replaces the previous ZSFGH Workplace Violence Prevention Committee with a new Committee covering all of DPH.
The Impaired Nurse	V.G.	Adds new paragraph stating the when DPH is made aware of an impaired nurse, the nurse will be referred to DPH Human Resources who will provide a list of resources including referral to Leaves of Absence and ADA programs, Employee Assistance Program, and the California Board of Registered Nursing Intervention Program for Registered Nurses.
Telecommuting	V.I.	Adds new section for telecommuting. Nurses who meet the Telecommuting Program eligibility criteria and program guidelines may apply to participate in the program. Telecommuting agreement will be offered within a department, program, or clinic based on operational need and in an equitable manner
		DPH will approve telecommuting agreements for nurses regularly scheduled for administrative time to the extent possible. Any employee on an approved telecommute agreement must be able to report to work within two (2) hours in case of safety, staffing, and other onsite service needs.
		<i>Telecommuting arrangements will not be denied or ended for</i> <i>arbitrary or capricious reason(s)</i> . If a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal to the City's Human Resources Director, whose decision shall be final and binding. Neither the Telecommuting Program nor this Section are subject to the grievance and arbitration procedures.
Duration of Agreement	VI.E.	Updates the duration of the agreement to be effective July 1, 2022 through June 30, 2024.



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Issue	MOU Section	Summary
LHH New Grad	Side Letter	Extends existing side letter through term of new MOU and amends reporting dates.
		Changes "DPH will make efforts to hire, train and retain up to eight (8) graduated license nurses as PCS employees at Laguna Honda Hospital" to "at least four (4)" new grads.
Parking Side Letter	Side Letter	Changes the Evening Shift Parking Program from a pilot program to an ongoing program.
		Extends the evening shift parking to 7:30 a.m.
Staffing Side Letter	Side Letter	Updates side letter to include all new staffing agreed to during negotiations.
		DPH will commit to several initiatives to improve staffing and hiring subject to expedited arbitration as a dispute resolution procedure for the terms of this side letter.
New Grads	Side Letter – New	Establishes a new side letter stating that existing SEIU, Local 1021 represented employees who earn a RN or advance practice license required for classifications covered by this Agreement will be eligible for priority in appointment to new graduate training programs for which qualified. Any appointments must be consistent with Civil Service Rules.
DHR Hiring Processes Side Letter	Side Letter – New	Agreement to expedite hiring to the extent permissible under SF Charter and CSC Rules and seek ways to make easier for temporary employees to seek PCS appointments.
P103 Retirement Participation Side Letter	Side Letter – Not to be Included in MOU	Side letter on potential Charter Amendment for P103 retirement participation. On or before March 30, 2024, the Union and the City agree to meet and discuss the feasibility of amending the City Charter to allow PCS nurses to purchase service credit (for pension and retiree health care eligibility) for time worked while employed solely in a P103 Per Diam appointment.