

File No. 190537

Committee Item No. 23

Board Item No. 22

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 6, 2019

Board of Supervisors Meeting:

Date: June 25, 2019

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Resolution                                   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <u>Controller's MOU Costing Analysis</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DHR Bargaining Summary</u>            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>MOU Referral - May 21, 2019</u>       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <u>_____</u>                             |
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Prepared by: John Carroll

Date: May 31, 2019

Prepared by: John Carroll

Date: June 12, 2019

1 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 17]

2  
3 **Ordinance adopting and implementing the Memorandum of Understanding between the**  
4 **City and County of San Francisco and the Union of American Physicians and Dentists,**  
5 **Unit 17, to be effective July 1, 2019, through June 30, 2022.**

6 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
7 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
8 **Deletions to Codes** are in ~~*italics Times New Roman font*~~.  
9 **Board amendment additions** are in double-underlined Arial font.  
10 **Board amendment deletions** are in ~~Arial font~~.  
11 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
12 subsections or parts of tables.

13 Be it ordained by the People of the City and County of San Francisco:

14 Section 1. The Board of Supervisors hereby adopts and implements the Memorandum  
15 of Understanding ("MOU") between the City and County of San Francisco and Union of  
16 American Physicians and Dentists, Unit 17, to be effective July 1, 2019 through  
17 June 30, 2022.

18 The MOU so implemented is on file with the Clerk of the Board of Supervisors in Board  
19 File No. 190537.

20 Section 2. The Board of Supervisors hereby authorizes the Department of Human  
21 Resources to make non-substantive ministerial or administrative corrections to the MOU.

22  
23 Section 3. Effective Date. This ordinance shall become effective upon enactment.  
24 Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance  
25

1 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of  
2 Supervisors overrides the Mayor's veto of the ordinance.

3  
4 APPROVED AS TO FORM:  
5 DENNIS J. HERRERA, City Attorney

6 By:   
7 KATHARINE HOBIN PORTER  
8 Chief Labor Attorney

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**Union of American Physicians and Dentists (UAPD)  
 2019 Bargaining Summary**

Issue	MOU Section	Summary
<b>Wages</b>	III.A.	<p><b>Unit 18</b></p> <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> <p>Base wage linkages for Physician Specialists classes to Nurse Practitioners; base wage linkage for Dentists, Shelter Vets and Assistance Medical Examiners to IFPTE Local 21 MOU, this provision to sunset at MOU expiration.</p> <p><b>Unit 17</b> – Supervising Physician Specialists base wage linked to Physician Specialists in Unit 18.</p>
<b>Bilingual Pay</b>	III.C.	<p>Bilingual pay is \$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 annually.</p>



## Employee Relations

City and County of San Francisco  
Department of Human Resources

## CCSF NEGOTIATIONS 2019

Union of American Physicians and  
Dentists

Issue	MOU Section	Summary
<b>Union Security</b>	I.H.	Strikes current language regarding agency fees. Provides new language in conformance with Janus decision and SB 866 requirements regarding the collection of union membership dues.
<b>Non-Discrimination</b>	II.C.	Updates list of Title IX protected classes. Removes definitions and statements of legal rights governed by law. Requires election of internal remedies for discrimination or harassment (i.e., grievance or EEO complaint)
<b>Paperless Pay</b>	New	All employees have two options for receiving pay: direct deposit or bank pay card.
<b>Bulletin Boards</b>	I.M.	Sets forth more specific guidelines for use of space on bulletin boards in City buildings.
<b>Union Access</b>	New	Standardized process for Union representatives access to work sites.
<b>Stewards</b>	I.G.	Prohibits a witness who is also a steward from representing an employee in a disciplinary matter.
<b>Reasonable Accommodation</b>	II.G.	Requires election of remedies for appeal of a reasonable accommodation decision.
<b>FMLA</b>	II.H.	Requires election of remedies for appeal of an FMLA decision.
<b>Personnel File</b>	II.A.	Provides that materials related to discipline will be sealed in an employee's personnel files three years after the incident. Provides for 30-day limit to take disciplinary action after timely and diligent investigation.
<b>Jury Duty</b>	New	Inserts standard language regarding employee rights to leave and pay during jury duty.
<b>Savings Clause</b>	V.B.	Update savings clause to be consistent with other contracts.
<b>CME Reimbursement</b>	III.J.	Employees are allocated quarterly fund to use for professional services expenses. Fund will be \$375 per quarter in FY 2019-20, and will increase to \$400 per quarter in FY 2021-22.
<b>Weekend Premium</b>	New	5% Weekend Premium applicable to Unit 18 only.
<b>Education Leave</b>	III.H	Hours increased from 40 hours to 50 hours annually for CMEs.
<b>Psychiatric Recruitment</b>	III.R.	Lift 6-month bar on use of floaters as recruitment incentive. <ul style="list-style-type: none"> <li>• <b>Side letter</b> to create new Psychiatric classification/s with Class and Comp process to begin Summer, 2019.</li> </ul>



## Employee Relations

City and County of San Francisco  
Department of Human Resources

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### CCSF NEGOTIATIONS 2019

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Union of American Physicians and  
Dentists

Issue	MOU Section	Summary
		<ul style="list-style-type: none"><li>• <b>Side letter</b> to create Committee to discuss loan forgiveness programs and DPH hiring plans for Psychiatry.</li></ul>
<b>Doctor's Offices</b>		<b>Side letter</b> of Doctor's offices in Building C-200 at Laguna Honda Hospital.
<b>Gender Pronouns</b>		In conformance with Mayor's Executive Directive on Gender Inclusivity, removes all gender pronouns and replaces them with gender neutral terms.
<b>Duration</b>	V.D.	MOU will be in effect July 1, 2019 through and inclusive of June 30, 2022.

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN AND FOR**

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

**AND**

**CITY AND COUNTY OF SAN FRANCISCO**

**JULY 1, 2019 – JUNE 30, 2022**

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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 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 the Appointing Officer's 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%
- 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.

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 the employee's 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 the grievant's 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 the immediate supervisor's decision and specifying the 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 the Appointing Officer’s decision and specifying the 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 the grievant’s 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.



*Article IV - Working Conditions*

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.

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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 the employee's recognized exclusive representative or said employee may represent the employee 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 the employee, 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.

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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 the steward's post of duty to assist in the grievance procedure.
48. Shop stewards shall not interfere with the work of an employee.
49. A steward shall not represent an employee in a disciplinary matter if the steward is a witness or otherwise personally involved in the matter.
50. Union agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.
51. 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.

**Union Access**

52. The City shall provide Union reasonable access to all work locations to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below.
53. Union agrees that its access to work locations will not disrupt or interfere with a City department's mission and services or the work of employees, or involve any political activities.
54. Union representatives must identify themselves upon arrival at a City department. Union representatives may use City meeting space with a reasonable amount of advance notice and approval from the City department, subject to availability.

55. The City may require a department representative to escort Union representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the department would require an escort for other non-employees.
56. Nothing in this Section is intended to disturb existing City departmental Union access policies. Further, City departments may implement additional rules and regulations after meeting and conferring with the Union.

**I.H. UNION SECURITY**

**1. Authorization for Payroll Deductions**

57. a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.H. means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.
58. b. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
59. c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.
60. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
61. e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.

62. f. Except as otherwise provided in this subsection, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
63. g. Except as otherwise provided in this subsection, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
64. h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

## **2. Indemnification**

65. The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section I.H. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union; (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section

I.H. brought by the Union against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.

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

66. 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.
66. 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:
67. a. The employee shall receive written notice of the reasons for the termination or discipline or release and supporting documentation, if any.
68. 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.
69. 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.
70. 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.

71. 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.
72. The Appointing Officer shall have the right to take whatever actions they deem appropriate in an emergency or when there is a danger to the public, the exempt employee, or their co-workers.

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

73. 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.
74. A represented employee has the right, upon request, to have the employee's 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 the employee's 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**

75. 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**

76. 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**

77. The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Union literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin board by the Union when no longer timely. Except as stated below, the City agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates City policy or the law. The Department may remove this type of literature immediately and shall notify the Union of its removal.

**Use of City E-mail**

78. 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.
79. Except as set forth above, City e-mail shall not be used to conduct UAPD business.

**Dissemination of Union Information**

80. 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**

81. 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**

82. 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



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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

83. The above information will be provided by the City at no cost to the UAPD.

**ARTICLE II – EMPLOYMENT CONDITIONS**

**II.A. OFFICIAL PERSONNEL FILE**

84. 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

85. An employee or the employee’s representative, if properly authorized by the employee, shall have the right to review and to obtain copies of any material in the employee’s official personnel file during regular Personnel Office hours with appropriate prior notice, and subject to applicable charge.
86. When the official personnel file is in a location remote from the employee’s work location, an employee will reserve the right to inspect the employee’s personnel file at the Official Personnel Office during the employee’s 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.
87. 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.
88. An employee shall be provided, on a timely basis, with a copy of any performance-related material which is to be included in the employee’s personnel file.
89. An employee shall have the right to prepare and have entered into the employee’s official personnel file the employee’s written response to any performance-related material which is in the employee’s official personnel file.
90. An employee shall have the right to request, in writing, after three years, to seal any performance-related material in the employee’s official personnel file. The Department shall provide a written response if such request is denied. This paragraph does not apply to discipline records.
91. At the request of an employee, materials relating to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided that there has been no other discipline during that period. The envelope containing the sealed

documents will be retained in the employee's personnel file and may be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings. The sealed material shall not be used in disciplinary proceedings against the employee.

92. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the City knows of the conduct and has completed a diligent and timely investigation, except for conduct which would constitute the commission of a crime. When imposing discipline, the City may take into account conduct that is documented in the employee's personnel file or was the subject of a prior disciplinary action.

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

93. The probationary period, as defined by the Civil Service Commission, for PCS employees shall be twelve (12) months.
94. 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**

95. 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.
96. The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
97. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not

foreclose the election by an affected employee of any administrative or statutory remedy provided by law.

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

98. 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**

99. 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 the Department Head's jurisdiction to conform to the needs of the work for which the Department Head 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.
100. 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.
101. 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**

102. This section shall only apply to layoffs and non-disciplinary releases.
103. This section shall not apply to disciplinary releases.
104. This section shall not apply to voluntary resignations.

105. 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 the employee's 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 the employee was informed.
106. 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 the employee's 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.
107. 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**

108. 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. A reasonable accommodation decision is appealable to the Human Resources Director or through the grievance process. The Union and the employee shall elect only one of these appeal options. The election is irrevocable.

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

109. 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. An employee may contest a FMLA decision through an EEO complaint or through the

grievance process. The Union and the employee shall elect only one of these options. The election is irrevocable.

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

110. 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.

**II.J. PAPERLESS PAY**

111. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement.
112. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access or who otherwise wish to receive a paper statement shall be able to receive hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
113. Under the policy, all employees have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.

**ARTICLE III – PAY, HOURS AND BENEFITS**

**III.A. WAGES**

114. All base wages shall be rounded to the nearest whole dollar, bi-weekly salary.
115. 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**

116. 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**

117. 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**

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

**III.C. ADDITIONAL COMPENSATION**

**Premiums**

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

**Special Pay Premiums**

120. An appointee to Class 2333 Supervising Physician Specialist shall be appointed at Step 3 in the salary grade when the appointee 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.

121. An appointee to Class 2233 Supervising Physician Specialist who is engaged in the practice of Psychiatric medicine shall receive an additional 5% to the appointee’s base rate of pay.
122. 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 the appointee’s base rate of pay. A physician is not entitled to both the 15% Child Psychiatrist premium and the 5% Psychiatrist premium.
123. Employees in Class 2233 (Supervising Physician Specialist) assigned to the Department of Psychiatry at Laguna Honda Hospital shall receive a fifteen (15%) percent salary premium.

**Standby Pay**

124. Effective July 1, 2012, 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.
125. 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.
126. 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.
127. 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.
128. 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.
129. 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.
130. There shall be no “double dipping” of pay; time shall be submitted as standby, or straight time, or compensatory time.

**Interpreter – Translator Pay**

131. Subject to Department of Human Resources approval, employees who are certified as bilingual and assigned to positions designated as bilingual by the department shall receive a bilingual premium of sixty dollars (\$60) per pay period. For purposes of this section, “bilingual” means the ability to interpret and/or translate non-English languages including sign language for the hearing impaired and Braille for the visually impaired,



and “certified” means the employee has successfully passed a language proficiency test approved by the Director of Human Resources.

132. Effective January 1, 2020, at the City’s discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.

**Acting Assignment Pay**

133. 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.

134. 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.

135. 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).

136. 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.

137. Denials by the Department Head for acting assignment pay shall be subject to the grievance procedure.

138. 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.

139. 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.

**Supervisory Differential Adjustment**

140. 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.

*Article III – Pay, Hours and Benefits*

141. a. The supervisor, as part of the regular responsibilities of the supervisor's class, supervises, directs, is accountable for, and is in responsible charge of the work of a subordinate or subordinates.
142. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignments.
143. 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.
144. 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.
145. 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.
146. 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.
147. g. A supervisory differential shall be available to employees assigned by the Appointing Officer to supervise one or more employees in the same classification.
148. h. If the application of this section adjusts the salary grade of an employee in excess of the employee's 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 the supervisor's highest paid subordinate, provided that the applicable conditions of this section are also met.
149. 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.
150. 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.
151. 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.D. OVERTIME COMPENSATION**

152. 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.
153. 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**

154. 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 the arbitrator or for twelve (12) months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process.
155. 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.
156. The parties shall not be represented by counsel at these proceedings.
157. The parties will not utilize court reporters, electronic transcription, or post-hearing briefs.

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

**Non-Promotive Appointment**

158. 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**

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

**Exempt Appointive Position.**

160. 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**

161. 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**

162. Transfer – An employee transferred in accordance with Civil Service Commission Rules from one Department to another, but in the same classification, shall transfer at the employee’s current salary, and if the employee 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**

163. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for the employee’s 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**

164. 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**

165. 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**

166. 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**

167. 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.
168. 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.
169. 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.
170. 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.
171. 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**

172. 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**

173. 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 the employee's 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.
174. An employee shall not receive a salary adjustment based upon service as herein provided if the employee 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 the employee's previous increment equals or exceeds the service required for the increment, and such increment date shall be the employee's 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.
175. 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:
176. 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.

177. 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.
178. 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:
179. 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 a 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 the employee’s permanent position.

**Change in Status**

180. 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**

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

**III.H. PROFESSIONAL DEVELOPMENT LEAVE**

182. Full-time employees who serve in classifications that require a valid license shall be allowed to take a maximum of fifty (50) 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 fifty (50) 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.I. USE OF PERSONAL VEHICLES**

183. The City shall reimburse an employee who is required by an authorized supervisor to use the employee’s 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 the employee’s 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. PROFESSIONAL SERVICES REIMBURSEMENT**

184. Each employee in paid status shall receive quarterly payments as allowance for professional services expenses for FY 2019-2020 and FY 2020-2021, in the amount of \$375 per quarter, less all applicable federal, state and local withholdings. In FY 2021-2022, each employee in paid status shall receive quarterly payments as allowance for professional services expenses, in the amount of \$400 per quarter, less all applicable federal, state and local withholdings. These payments will be made at the end of each quarter. These payments are provided in lieu of a Tuition Reimbursement Program.
185. This allowance is intended to cover all professional, job-related expenditures, including but not limited to:
- a. Medical board and other professional certifications;
  - b. Professional coursework where CME credits are obtained;
  - c. Membership fees or dues for medical professional organizations of the member’s choosing;
  - d. Medical Board legal consultation insurance; and
  - e. Equipment, including handheld devices.

186. This allowance is considered covered gross pay but is not pensionable.

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

187. 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 the employee’s official duties to administer, dispense or prescribe controlled substances and who is regularly scheduled for a minimum of twenty (20) hours per week.

188. 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.
189. 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**

190. 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**

191. 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**

192. 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**

193. 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:**

194. 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:**

195. 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:**

196. 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**

197. 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**

198. For purposes of this agreement, 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**

199. 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**

200. Each employee and dependent family member covered by this Agreement shall be eligible to participate in the City dental program at no additional cost.
201. Notwithstanding the provisions of paragraph 200 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**

202. 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.

**e. Life Insurance**

203. 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**

204. 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.
205. 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 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**

206. 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.
207. 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.

208. 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.
209. 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.
210. 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.
211. All such seminars must be located within the Bay Area.
212. The Retirement provisions shall not be subject to the grievance procedure.

### **III.Q. VACATIONS**

213. 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).
214. After one year continuous service, ten (10) working days;
215. After five (5) years continuous service, fifteen (15) working days.
216. After fifteen (15) years continuous service, twenty (20) working days.
217. Vacation pay for employees working less than full time shall be computed proportionately.

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

- 218.
- 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)

219. 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).
220. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
221. 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.
222. 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 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.
223. 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.
224. 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 the department head’s 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**

225. 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**

226. 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.

227. Notwithstanding the provisions of paragraph 226 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 218 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.
228. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, the employee 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**

229. 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**

230. 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**

231. 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.
232. 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.

233. 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**

234. 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**

235. 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 the employee is temporarily unable to perform specified aspects of the employee's 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.
236. 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.
237. 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.
238. 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.

239. 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.
240. 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**

241. 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.

### **III.A.A. JURY DUTY**

242. An employee shall be provided leave with pay on a work day when the employee serves jury duty, provided the employee gives prior notice of the jury duty to the supervisor. Any employee required to appear in court, hearing, or deposition to give testimony directly related to the performance of the employee's job duties outside the employee's normal working hours shall be compensated for such time in accordance with the compensation provisions of this MOU. Any witness or other fee payable by a third party for the testimony of any employee directly related to the performance of the employee's job duties shall be paid directly to the City where the employee is compensated for such time by the City.
243. Employees assigned to jury duty whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when serving jury duty, provided the employee gives prior notice of the jury duty to the supervisor.
244. To receive leave with pay for jury duty, employees must (1) provide written proof of jury service from the court to verify actual appearance for each day of jury duty, and (2) decline any payment from the court for jury duty.
245. If an employee is required to call-in during the work day for possible midday jury duty, the employee shall coordinate in advance with the employee's supervisor about whether and when to report to work.

**ARTICLE IV – WORKING CONDITIONS**

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

246. 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.
247. 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, the employee 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**

248. 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**

249. 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**

250. 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.
251. 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



*Article IV – Working Conditions*

252. 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 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.
253. 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.
254. 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**

255. 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**

256. 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**

257. Should a court or administrative agency declare any provision of this Agreement invalid, inapplicable to any person or circumstance, or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect for the duration of the Agreement.

**V.C. FINALITY OF AGREEMENT**

258. 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**

259. This Agreement shall be effective as of July 1, 2019, and shall remain in full force and effect through June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE CITY AND COUNTY

FOR THE UNION

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

\_\_\_\_\_  
Stuart Bussey, M.D. Date  
UAPD President

\_\_\_\_\_  
Carol Isen Date  
Employee Relations Director

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

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

\_\_\_\_\_  
Kathleen Chung, M.D. Date  
UAPD

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

\_\_\_\_\_  
Tim Jenkins Date  
UAPD Chief Negotiator

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

\_\_\_\_\_  
Katharine Hobin Porter Date  
Chief Labor Attorney

**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>	
Service Requirement	Amount of Cash Reimbursement
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.

### **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.



## **APPENDIX A – UNION ACCESS TO NEW EMPLOYEES PROGRAM**

### **I. Purpose**

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

### **II. Notice and Access**

- A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

#### **C. Notice**

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.
3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six

months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.

- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate

procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.

G. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

### III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

### IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

**ATTACHMENT A**

Adult Probation	Department of Technology
Arts Commission	District Attorney's Office
Asian Art Museum	Ethics Commission
Airport Commission	Fine Arts Museum
Board of Appeals	Fire Department (Non-Sworn)
Board of Supervisors	General Services Agency
Office of Economic & Workforce Development	Health Service System
California Academy of Sciences	Human Rights Commission
Child Support Services	Juvenile Probation Department
Children, Youth and Their Families	Library
City Attorney's Office	Mayor's Office
City Planning Department	Office of the Assessor-Recorder
Civil Service Commission	Office of the Controller
Commission on the Status of Women	Office of the Treasurer/Tax Collector
Department of Building Inspection	Port of San Francisco
Department of Environment	Public Defender's Office
Department of Elections	Rent Arbitration Board
Department of Homelessness	SF Children and Families Commission
Department of Human Resources	SF Employees' Retirement System
Department of Police Accountability	War Memorial & Performing Arts

**ATTACHMENT B**

Airport  
Department of Emergency Management  
Department of Public Health  
San Francisco Public Works  
Human Services Agency

Municipal Transportation Agency  
Public Utilities Commission  
Recreation & Parks Department  
Police Department (Non-Sworn)

City and County of San Francisco  
Micki Callahan  
Human Resources Director



Department of Human Resources  
Connecting People with Purpose  
www.sfdhr.org

**SIDE LETTER  
CITY AND COUNTY OF SAN FRANCISCO  
AND UNION OF AMERICAN AND PHYSICIANS AND DENTISTS ("UAPD")**

Re: Side Letter for Psychiatric Recruitment

Subject to the City's Civil Service Rules and the approval of the Civil Service Commission, the Department of Human Resources and the Union will start meeting on or after July 1, 2019 to discuss the possible creation of a Psychiatrist classification.

FOR THE CITY

  
Victoria Carson


4/18/19  
Date

FOR THE UNION

  
Tim Jenkins

April 18, 19  
Date

Approved as to Form:



Date: 4/18/19

One South Van Ness Avenue, 4<sup>th</sup> Floor • San Francisco, CA 94103-5413 • (415) 557-4800

City and County of San Francisco  
Micki Callahan  
Human Resources Director



Department of Human Resources  
Connecting People with Purpose  
www.sfdhr.org

**SIDE LETTER**  
**CITY AND COUNTY OF SAN FRANCISCO**  
**AND UNION OF AMERICAN AND PHYSICIANS AND DENTISTS ("UAPD")**

Re: Side Letter for Psychiatric Recruitment

The City and Union agree to establish a committee to discuss the recruitment of psychiatrists at the Department of Public Health ("DPH"). The committee will discuss topics such as available loan forgiveness programs and DPH hiring plans for psychiatrists. This committee will begin meeting on or after July 1, 2019, and sunset on June 30, 2022.

FOR THE CITY

Victoria Carson 4/18/19  
Victoria Carson Date

FOR THE UNION

Jim Jenkins April 18, 19  
Jim Jenkins Date

Approved as to Form: Amagda Date: 4/18/19

One South Van Ness Avenue, 4<sup>th</sup> Floor • San Francisco, CA 94103-5413 • (415) 557-4800



City and County of San Francisco  
Micki Callahan  
Human Resources Director



Department of Human Resources  
Connecting People with Purpose  
www.sfdhr.org

**SIDE LETTER**  
**CITY AND COUNTY OF SAN FRANCISCO (CCSF)**  
**AND UNION OF AMERICAN AND PHYSICIANS AND DENTISTS (UAPD)**

Re: Laguna Honda Hospital – C-2 Doctor’s Office Project

If newly constructed offices for doctors in Building C-2 at Laguna Honda Hospital are not occupied or approved for occupancy by January 1, 2020, at the request of the Union, the Human Resources Director and the Director of Public Health will convene a meeting between the Union and Department representatives from Laguna Honda Hospital to discuss the project.

FOR THE CITY

Victoria Carson 4/10/19  
Victoria Carson Date

FOR THE UNION

Tim Jenkins April 18, 19  
Tim Jenkins Date

Approved as to Form: [Signature] Date: 4/18/19

One South Van Ness Avenue, 4<sup>th</sup> Floor • San Francisco, CA 94103-5413 • (415) 557-4800

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN AND FOR**

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

**AND**

**CITY AND COUNTY OF SAN FRANCISCO**

**JULY 1, ~~2015~~ 2019 – JUNE 30, ~~2019~~ 2022**

**~~Revised Per Amendment #2~~**

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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 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~~ **the Appointing Officer's** 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%
- 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.

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~~ **the employee's** 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~~ **the grievant's** 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~~ **the immediate supervisor's** decision and specifying ~~his/her~~ **the** 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~~ **the Appointing Officer's** decision and specifying ~~his/her~~ **the** 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~~ **the grievant's** 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.

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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~~ **the employee's** recognized exclusive representative or said employee may represent ~~himself/herself~~ **the employee** 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~~ **the employee**, 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.

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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~~ **the steward's** post of duty to assist in the grievance procedure.
48. Shop stewards shall not interfere with the work of an employee.

**48.a. A steward shall not represent an employee in a disciplinary matter if the steward is a witness or otherwise personally involved in the matter.**

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.

**Union Access**

**50.a. The City shall provide Union reasonable access to all work locations to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below.**

**50.b. Union agrees that its access to work locations will not disrupt or interfere with a City department's mission and services or the work of employees, or involve any political activities.**

- 50.c. Union representatives must identify themselves upon arrival at a City department. Union representatives may use City meeting space with a reasonable amount of advance notice and approval from the City department, subject to availability.**
- 50.d. The City may require a department representative to escort Union representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the department would require an escort for other non-employees.**
- 50.e. Nothing in this Section is intended to disturb existing City departmental Union access policies. Further, City departments may implement additional rules and regulations after meeting and conferring with the Union.**

## **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 thirty days prior to the expiration of the MOU. The City shall deliver a copy of the notices of revocation of dues deduction authorizations to the Union within thirty (30) days of the close of the revocation period.~~
- ~~52. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this section.~~

### **1. Authorization for Payroll Deductions**

- 50.f. a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.H. means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.**
- b. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.**

- c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.
- d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
- e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
- f. Except as otherwise provided in this subsection, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
- g. Except as otherwise provided in this subsection, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
- h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

## 2. Indemnification



**50.g. The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section I.H. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union; (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section I.H. brought by the Union against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.**

**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.

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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 deem 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~~ **the employee's** 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~~ **the employee's** 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. **The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Union literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin board by the Union when no longer timely. Except as stated below, the City agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates City policy or the law. The Department may remove this type of literature immediately and shall notify the Union of its removal.**

**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:

DEPARTMENT	LOCATION
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~~ **the employee's** representative, if properly authorized by the employee, shall have the right to review and to obtain copies of any material in ~~his/her~~ **the employee's** 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~~ **the employee's** personnel file at the Official Personnel Office during ~~his/her~~ **the employee's** 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~~ **the employee's** personnel file.

77. An employee shall have the right to prepare and have entered into ~~his/her~~ **the employee's** official personnel file ~~his/her~~ **the employee's** written response to any performance-related material which is in ~~his/her~~ **the employee's** official personnel file.

78. An employee shall have the right to request, in writing, ~~removal,~~ after ~~one~~ **three** years, ~~of~~ **to seal** any performance-related material in ~~his/her~~ **the employee's** official personnel file. The Department shall provide a written response if such request is denied. **This paragraph does not apply to discipline records.**

**78a. At the request of an employee, materials relating to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided**

that there has been no other discipline during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings. The sealed material shall not be used in disciplinary proceedings against the employee.

78b. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the City knows of the conduct and has completed a diligent and timely investigation, except for conduct which would constitute the commission of a crime. When imposing discipline, the City may take into account conduct that is documented in the employee's personnel file or was the subject of a prior disciplinary action.

## 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.~~ The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.

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.~~ **This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.**

#### **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~~ **the Department Head's** jurisdiction to conform to the needs of the work for which ~~he/she~~ **the Department Head** 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.
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~~ **the employee's** 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~~ **the employee** 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~~ **the employee's** 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. **A reasonable accommodation decision is appealable to the Human Resources Director or through the grievance process. The Union and the employee shall elect only one of these appeal options. The election is irrevocable.**

## **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. **An employee may contest a FMLA decision through an EEO complaint or through the grievance process. The Union and the employee shall elect only one of these options. The election is irrevocable.**

## **II.I. DEFENSE AND INDEMNIFICATION OF 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.

## **II.J. PAPERLESS PAY**

**96.a. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement.**

**96.b. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access or who otherwise wish to receive a paper statement shall be able to receive hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.**

**96.c. Under the policy, all employees have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.**

**ARTICLE III – PAY, HOURS AND BENEFITS**

**III.A. WAGES**

97. All base wages shall be rounded to the nearest whole dollar, bi-weekly salary.
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~~ **the appointee** 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.

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~~ **the appointee's** 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~~ **the appointee's** base rate of pay. A physician is not entitled to both the 15% Child Psychiatrist premium and the 5% Psychiatrist premium.
106. Employees in Class 2233 (Supervising Physician Specialist) assigned to the Department of Psychiatry at Laguna Honda Hospital shall receive a fifteen (15%) percent salary premium.

**Standby Pay**

107. Effective July 1, 2012, 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.
108. 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.
109. 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.
110. 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.
111. 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.
112. 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.
113. There shall be no "double dipping" of pay; time shall be submitted as standby, or straight time, or compensatory time.

**Interpreter – Translator Pay**

114. ~~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.~~ **Subject to Department of Human Resources approval, employees who are certified as bilingual and assigned to positions designated as bilingual by the department shall receive a bilingual premium of sixty dollars (\$60) per pay period. For purposes of this section, "bilingual" means the ability to interpret and/or**

**translate non-English languages including sign language for the hearing impaired and Braille for the visually impaired, and “certified” means the employee has successfully passed a language proficiency test approved by the Director of Human Resources.**

115. 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. **Effective January 1, 2020, at the City’s discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.**

**Acting Assignment Pay**

116. 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.
117. 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.
118. 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).
119. 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.
120. Denials by the Department Head for acting assignment pay shall be subject to the grievance procedure.
121. 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.
122. 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.

**Supervisory Differential Adjustment**

123. 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.
124. a. The supervisor, as part of the regular responsibilities of ~~his/her~~ **the supervisor's** class, supervises, directs, is accountable for, and is in responsible charge of the work of a subordinate or subordinates.
125. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignments.
126. 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.
127. 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.
128. 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.
129. 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.
130. g. A supervisory differential shall be available to employees assigned by the Appointing Officer to supervise one or more employees in the same classification.
131. h. If the application of this section adjusts the salary grade of an employee in excess of ~~his/her~~ **the employee's** 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~~ **the supervisor's** highest paid subordinate, provided that the applicable conditions of this section are also met.
132. 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.
133. 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.

134. 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.D. OVERTIME COMPENSATION**

135. 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.
136. 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**

137. 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 the arbitrator or for twelve (12) months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process.
138. 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.
139. The parties shall not be represented by counsel at these proceedings.
140. The parties will not utilize court reporters, electronic transcription, or post-hearing briefs.

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

**Non-Promotive Appointment**

141. 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**

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

**Exempt Appointive Position.**

143. 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**

144. 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**

145. 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~~ **the employee's** current salary, and if ~~he/she~~ **the employee** 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**

146. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for ~~his/hers~~ **the employee's** 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**

147. 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**

148. 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**

149. 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**

150. 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.
151. 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.
152. 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.
153. 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.
154. 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**

155. 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**

156. 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~~ **the employee's** 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.
157. An employee shall not receive a salary adjustment based upon service as herein provided if ~~he/she~~ **the employee** 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~~ **the employee's** previous increment equals or exceeds the service required for the increment, and such increment date shall be ~~his/her~~ **the employee's** 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.
158. 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:
159. 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.

160. 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.
161. 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:
162. 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~~ a 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~~ the employee’s permanent position.

**Change in Status**

163. 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**

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

**III.H. PROFESSIONAL DEVELOPMENT LEAVE**

165. Full-time employees who serve in classifications that require a valid license shall be allowed to take a maximum of ~~forty (40)~~ fifty (50) 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)~~ fifty (50) 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.I. USE OF PERSONAL VEHICLES**

166. The City shall reimburse an employee who is required by an authorized supervisor to use ~~his or her~~ the employee’s 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~~ the employee's 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 PROFESSIONAL SERVICES REIMBURSEMENT**

- ~~167. The City shall maintain an Employee Development Fund (The Supplemental Training Fund is described below). 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.~~
- ~~168. 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) 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.~~
- ~~169. 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.~~
- ~~170. 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. However, Employee Development Funds may not be used for food.~~
- ~~171. \*The amount of the fund covers both Unit 17 and Unit 18.~~
- ~~172. 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.~~

~~173. 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 MOU.~~

**Supplemental Training Fund**

~~174. 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.~~

~~175. 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.~~

**166.a. Each employee in paid status shall receive quarterly payments as allowance for professional services expenses for FY 2019-2020 and FY 2020-2021, in the amount of \$375 per quarter, less all applicable federal, state and local withholdings. In FY 2021-2022, each employee in paid status shall receive quarterly payments as allowance for professional services expenses, in the amount of \$400 per quarter, less all applicable federal, state and local withholdings. These payments will be made at the end of each quarter. These payments are provided in lieu of a Tuition Reimbursement Program.**

**166.b. This allowance is intended to cover all professional, job-related expenditures, including but not limited to:**

- a. Medical board and other professional certifications;**
- b. Professional coursework where CME credits are obtained;**
- c. Membership fees or dues for medical professional organizations of the member's choosing;**
- d. Medical Board legal consultation insurance; and**
- e. Equipment, including handheld devices.**

**166c. This allowance is considered covered gross pay but is not pensionable.**

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

176. 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~~ **the employee's** official duties to administer, dispense or prescribe controlled substances and who is regularly scheduled for a minimum of twenty (20) hours per week.

177. 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.

178. 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**

179. 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**

180. 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**

181. 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**

182. 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:**

183. 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:**

184. 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:**

185. 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**

186. 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**

187. For purposes of this agreement, 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**

188. 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**

189. Each employee and dependent family member covered by this Agreement shall be eligible to participate in the City dental program at no additional cost.
190. Notwithstanding the provisions of paragraph 189 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**

191. 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.

**e. Life Insurance**

192. 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**

193. 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.
194. 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 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**

195. 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.
196. 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.

197. 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.
198. 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.
199. 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.
200. All such seminars must be located within the Bay Area.
201. The Retirement provisions shall not be subject to the grievance procedure.

### **III.Q. VACATIONS**

202. 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).
203. After one year continuous service, ten (10) working days;
204. After five (5) years continuous service, fifteen (15) working days.
205. After fifteen (15) years continuous service, twenty (20) working days.
206. Vacation pay for employees working less than full time shall be computed proportionately.

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

- 207.
- 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)

208. 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).
209. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
210. 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.
211. 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.
212. 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.
213. 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~~ **the department head’s** 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**

214. 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**

215. 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.

216. Notwithstanding the provisions of paragraph 215 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 207 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.
217. 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~~ the employee 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**

218. 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**

219. 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**

220. 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.
221. 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.

222. 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**

223. 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**

224. 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~~ **the employee** is temporarily unable to perform specified aspects of ~~his or her~~ **the employee's** 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.
225. 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.
226. 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.
227. 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.
228. 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.

229. 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**

230. 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.

### **III.A.A. JURY DUTY**

- 230.a. An employee shall be provided leave with pay on a work day when the employee serves jury duty, provided the employee gives prior notice of the jury duty to the supervisor. Any employee required to appear in court, hearing, or deposition to give testimony directly related to the performance of the employee's job duties outside the employee's normal working hours shall be compensated for such time in accordance with the compensation provisions of this MOU. Any witness or other fee payable by a third party for the testimony of any employee directly related to the performance of the employee's job duties shall be paid directly to the City where the employee is compensated for such time by the City.**
- 230.b. Employees assigned to jury duty whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when serving jury duty, provided the employee gives prior notice of the jury duty to the supervisor.**
- 230.c. To receive leave with pay for jury duty, employees must (1) provide written proof of jury service from the court to verify actual appearance for each day of jury duty, and (2) decline any payment from the court for jury duty.**
- 230.d. If an employee is required to call-in during the work day for possible midday jury duty, the employee shall coordinate in advance with the employee's supervisor about whether and when to report to work.**

**ARTICLE IV – WORKING CONDITIONS**

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

231. 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.
232. 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~~ **the employee** 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**

233. 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**

234. 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**

235. 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.
236. 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
237. 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.

238. 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.
239. 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**

240. 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**

241. 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**

242. ~~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.~~ **Should a court or administrative agency declare any provision of this Agreement invalid, inapplicable to any person or circumstance, or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect for the duration of the Agreement.**

**V.C. FINALITY OF AGREEMENT**

243. 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**

244. This Agreement shall be effective as of July 1, ~~2015~~ **2019**, and shall remain in full force and effect through June 30, ~~2019~~ **2022**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, ~~2018~~ 2019.

FOR THE CITY AND COUNTY

FOR THE UNION

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

\_\_\_\_\_  
Stuart Bussey, M.D.    Date  
UAPD President

\_\_\_\_\_  
Carol Isen    Date  
Employee Relations Director

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

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

\_\_\_\_\_  
Kathleen Chung, M.D.    Date  
UAPD

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

\_\_\_\_\_  
Tim Jenkins    Date  
UAPD Chief Negotiator

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

\_\_\_\_\_  
Katharine Hobin Porter    Date  
Chief Labor Attorney

**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>	
Service Requirement	Amount of Cash Reimbursement
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.

## **APPENDIX A – UNION ACCESS TO NEW EMPLOYEES PROGRAM**

### **I. Purpose**

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

### **II. Notice and Access**

- A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

#### C. Notice

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.
3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six

months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.

- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate

procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.

G. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

### III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

### IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.



## ATTACHMENT A

Adult Probation	Department of Technology
Arts Commission	District Attorney's Office
Asian Art Museum	Ethics Commission
Airport Commission	Fine Arts Museum
Board of Appeals	Fire Department (Non-Sworn)
Board of Supervisors	General Services Agency
Office of Economic & Workforce Development	Health Service System
California Academy of Sciences	Human Rights Commission
Child Support Services	Juvenile Probation Department
Children, Youth and Their Families	Library
City Attorney's Office	Mayor's Office
City Planning Department	Office of the Assessor-Recorder
Civil Service Commission	Office of the Controller
Commission on the Status of Women	Office of the Treasurer/Tax Collector
Department of Building Inspection	Port of San Francisco
Department of Environment	Public Defender's Office
Department of Elections	Rent Arbitration Board
Department of Homelessness	SF Children and Families Commission
Department of Human Resources	SF Employees' Retirement System
Department of Police Accountability	War Memorial & Performing Arts

**ATTACHMENT B**

Airport  
Department of Emergency Management  
Department of Public Health  
San Francisco Public Works  
Human Services Agency

Municipal Transportation Agency  
Public Utilities Commission  
Recreation & Parks Department  
Police Department (Non-Sworn)

City and County of San Francisco  
Micki Callahan  
Human Resources Director



Department of Human Resources  
*Connecting People with Purpose*  
www.sfdhr.org

**SIDE LETTER  
CITY AND COUNTY OF SAN FRANCISCO  
AND UNION OF AMERICAN AND PHYSICIANS AND DENTISTS ("UAPD")**

Re: Side Letter for Psychiatric Recruitment

Subject to the City's Civil Service Rules and the approval of the Civil Service Commission, the Department of Human Resources and the Union will start meeting on or after July 1, 2019 to discuss the possible creation of a Psychiatrist classification.

FOR THE CITY

  
Victoria Carson

  
Date

FOR THE UNION

  
Tim Jenkins

  
Date

Approved as to Form:  Date: 

One South Van Ness Avenue, 4<sup>th</sup> Floor • San Francisco, CA 94103-5413 • (415) 557-4800

City and County of San Francisco  
Micki Callahan  
Human Resources Director



Department of Human Resources  
Connecting People with Purpose  
www.sfdhr.org

**SIDE LETTER**  
**CITY AND COUNTY OF SAN FRANCISCO**  
**AND UNION OF AMERICAN AND PHYSICIANS AND DENTISTS ("UAPD")**

Re: Side Letter for Psychiatric Recruitment

The City and Union agree to establish a committee to discuss the recruitment of psychiatrists at the Department of Public Health ("DPH"). The committee will discuss topics such as available loan forgiveness programs and DPH hiring plans for psychiatrists. This committee will begin meeting on or after July 1, 2019, and sunset on June 30, 2022.

FOR THE CITY

Victoria Carson 4/18/19  
Victoria Carson Date

FOR THE UNION

Tim Jenkins April 18, '19  
Tim Jenkins Date

Approved as to Form: Amayda Date: 4/18/19

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**SIDE LETTER**  
**CITY AND COUNTY OF SAN FRANCISCO (CCSF)**  
**AND UNION OF AMERICAN AND PHYSICIANS AND DENTISTS (UAPD)**

Re: Laguna Honda Hospital – C-2 Doctor’s Office Project

If newly constructed offices for doctors in Building C-2 at Laguna Honda Hospital are not occupied or approved for occupancy by January 1, 2020, at the request of the Union, the Human Resources Director and the Director of Public Health will convene a meeting between the Union and Department representatives from Laguna Honda Hospital to discuss the project.

FOR THE CITY

Victoria Carson 4/10/19  
Victoria Carson Date

FOR THE UNION

Tim Jenkins April 18, 19  
Tim Jenkins Date

Approved as to Form: [Signature] Date: 4/18/19

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**OFFICE OF THE CONTROLLER**  
CITY AND COUNTY OF SAN FRANCISCO

Ben Rosenfield  
Controller

Todd Rydstrom  
Deputy Controller

June 13, 2019

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: File Numbers 190536-190538, 190543, 190639-190640: Memoranda of Understanding (MOU) between the City and County of San Francisco and various Unions representing City bargaining units

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of 6 MOUs between the City and County of San Francisco and various Unions representing employee bargaining units. The MOUs cover the period July 1, 2019 through June 30, 2022.

The MOUs affect approximately 2,700 authorized positions with an overall salary and benefits base of approximately \$650.0 million. Our analysis finds that the MOUs will result in increased costs to the City of \$27.1 million (or 4.2%) of base wage and benefit cost in FY 2019-20, \$51.7 million, (or 8.0%) of base wage and benefit cost in FY 2020-21, and \$76.5 million (or 11.8%) of base wage and benefit cost in FY 2021-22. Approximately 98% of the increased cost is supported by the General Fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2020-21 and FY 2021-22 could be delayed if the Joint Report projects a budget deficit greater than \$200 million. These cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost would be reduced to approximately \$38.9 million and \$63.1 in FY 2020-21 and FY 2021-22, respectively. See Attachments A and B for a detailed listing and analysis of costs for the affected MOUs.

If you have additional questions or concerns, please contact me at 554-7500 or Carol Lu of my staff at 554-7647.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Rosenfield", enclosed within a large, hand-drawn oval.

Ben Rosenfield  
Controller

cc: Carol Isen, ERD  
Harvey Rose, Budget Analyst

## Attachment A

Combined Costs for All MOUs and Amendments		FY 2019-20	FY 2020-21	FY 2021-22
Wages	\$	18,896,000	\$ 39,284,000	\$ 58,904,000
Wage-Related Fringe Benefits		4,592,000	9,689,000	14,591,000
Premiums		690,000	832,000	981,000
Other Benefits		2,899,000	1,907,000	1,989,000
MOU Total		\$ 27,077,000	\$ 51,712,000	\$ 76,465,000
<i>% of Wage and Benefits Base</i>		4.2%	8.0%	11.8%

### Union Detail

File

Number Union

San Francisco Sheriffs' Managers and Supervisors Association		FY 2019-20	FY 2020-21	FY 2021-22
190536	Wages	\$ 624,000	\$ 1,316,000	\$ 1,981,000
	Wage-Related Fringe Benefits	193,000	406,000	612,000
	CalPERS Waiver	286,000	0	0
	POST Certificate	74,000	77,000	80,000
	Job Class Equity Adjustments	42,000	131,000	218,000
	Bilingual Premium	6,000	6,000	6,000
	Tuition Reimbursement	5,000	5,000	5,000
	Canine Pay	1,000	1,000	1,000
	Training Premium	0	0	0
Union Total		\$ 1,231,000	\$ 1,942,000	\$ 2,903,000
<i>% of Wage and Benefits Base</i>		5.3%	8.4%	12.5%

Union of American Physicians and Dentists, Unit 17 & Unit 18		FY 2019-20	FY 2020-21	FY 2021-22
190537-	Wages	\$ 1,733,000	\$ 3,655,000	\$ 5,505,000
190538	Wage-Related Fringe Benefits	426,000	900,000	1,355,000
	CME Reimbursement	111,000	111,000	135,000
	Weekend Differential	34,000	35,000	36,000
	Bilingual Pay	11,000	11,000	11,000
Union Total		\$ 2,315,000	\$ 4,712,000	\$ 7,042,000
<i>% of Wage and Benefits Base</i>		3.8%	7.7%	11.5%

San Francisco Deputy Sheriffs' Association		FY 2019-20	FY 2020-21	FY 2021-22
190543	Wages	\$ 3,778,000	\$ 7,970,000	\$ 12,004,000
	Wage-Related Fringe Benefits	1,001,000	2,112,000	3,181,000
	CalPERS Waiver	1,109,000	0	0
	POST Certificate	251,000	260,000	269,000
	Uniform Allowance	109,000	109,000	109,000
	Bilingual Pay	52,000	52,000	52,000
	Officer Training Premium	54,000	54,000	54,000
	Canine Pay	3,000	3,000	3,000
Union Total		\$ 6,357,000	\$ 10,560,000	\$ 15,672,000
<i>% of Wage and Benefits Base</i>		4.7%	7.8%	11.5%

Service Employees International Union, Local 1021: Staff & Per Diem Nurses

		FY 2019-20	FY 2020-21	FY 2021-22
190639	Wages	\$ 11,159,000	\$ 23,542,000	\$ 35,456,000
	Wage-Related Fringe Benefits	2,727,000	5,754,000	8,665,000
	Advanced Practice Council	8,000	8,000	9,000
	Diversity Committee	3,000	3,000	3,000
	Overtime Committee	16,000	0	0
	Violence Prevention Task Force	3,000	3,000	3,000
	Step Advancement	577,000	597,000	618,000
	Emergency Department Staffing	336,000	464,000	480,000
	Convert 17 Per Diem Nurses to Permanent Civil Service	714,000	985,000	1,026,000
	Medical License Reimbursement	178,000	178,000	178,000
	New Graduates at Laguna Honda Hospital	6,000	6,000	6,000
	Premium at Jail Health	119,000	246,000	381,000
	Parking Pass Pilot Program	5,000	0	0
	Tuition Reimbursement	0	25,000	25,000
	Bilingual Pay Premium	48,000	48,000	48,000
	<b>Union Total \$</b>	<b>15,899,000</b>	<b>\$ 31,859,000</b>	<b>\$ 46,898,000</b>
	<i>% of Wage and Benefits Base</i>	<i>4.0%</i>	<i>8.1%</i>	<i>11.9%</i>

		FY 2019-20	FY 2020-21	FY 2021-22
190640	<b>Teamsters, Local 856: Supervising Registered Nurses</b>			
	Wages	\$ 983,000	\$ 2,073,000	\$ 3,122,000
	Wage-Related Fringe Benefits	245,000	517,000	778,000
	Assignment Premium	34,000	36,000	37,000
	Bilingual Pay Premium	7,000	7,000	7,000
	Workload Committee	6,000	6,000	6,000
	<b>Union Total \$</b>	<b>1,275,000</b>	<b>\$ 2,639,000</b>	<b>\$ 3,950,000</b>
	<i>% of Wage and Benefits Base</i>	<i>3.7%</i>	<i>7.6%</i>	<i>11.3%</i>



## Attachment B

In accordance with Ordinance 92-94, the Office of the Controller conducted a cost analysis of 6 MOUs between the City and County of San Francisco and various Unions representing employee bargaining units. The attached analysis reviews the MOUs and one MOU amendment listed below:

- 190536 – San Francisco Sheriffs’ Managers and Supervisors Association
- 190537 – Union of American Physicians and Dentists, Unit 17
- 190538 – Union of American Physicians and Dentists, Unit 18
- 190543 – San Francisco Deputy Sheriffs’ Association
- 190639 – Service Employees International Union, Local 1021: Staff and Per Diem Nurses
- 190640 – Teamsters, Local 856: Supervising Registered Nurses

The MOUs affect approximately 2,700 authorized positions with an overall salary and benefits base of approximately \$650.0 million. Our analysis finds that the MOUs will result in increased costs to the City of \$27.1 million (or 4.2%) of base wage and benefit cost in FY 2019-20, \$51.7 million, (or 8.0%) of base wage and benefit cost in FY 2020-21, and \$76.5 million (or 11.8%) of base wage and benefit cost in FY 2021-22. Approximately 98% of the increased cost is supported by the General Fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2020-21 and FY 2021-22 could be delayed if the Joint Report projects a budget deficit greater than \$200 million. These cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost would be reduced to approximately \$38.9 million and \$63.1 in FY 2020-21 and FY 2021-22, respectively. See Attachments A and B for a detailed listing and analysis of costs for the affected MOUs.

The MOUs share the same citywide wage increases. They increase base wages by 3.0% on July 1, 2019; 1.0% on December 28, 2019; 3.0% on July 1, 2020; 0.5% on December 26, 2020; 3.0% on July 1, 2021; 0.5% on January 8, 2022. As noted above, these mid-year wage increases could be delayed by six months in FY 2020-21 and FY 2021-22 if the Joint Report projects a budget deficit of greater than \$200 million.

Overall, more than 90% of the total cost increase is attributable to citywide wage increases. In addition, most of the MOUs contain provisions to add or change premium pay for certain skills and certifications. Several of the MOUs also adjust compensatory time, floating holidays, and jury duty pay; in most cases, we did not find an additional cost for these provisions.

The MOUs are discussed in more detail below.

**File Number 190536 – San Francisco Sheriffs’ Managers and Supervisors Association**

The MOU for San Francisco Sheriffs’ Managers and Supervisors Association affects 96 authorized positions with a base salary of \$13.8 million and an overall pay and benefits base of approximately \$23.2 million. We project the MOU will increase costs to the City by \$1.2 million in FY 2019-20, \$1.9 million in FY 2020-21, and \$2.9 million in FY 2021-22. More than 80% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for CalPERS waiver, premiums, job class equity adjustments, and employee training and development account for the remainder of the cost.

**File Number 190537 and 190538 – Union of American Physicians and Dentists, Units 17 and 18**

The MOU for Unions of American Physicians and Dentists, Units 17 and 18 affects 182 authorized positions with a base salary of \$47.5 million and an overall pay and benefits base of approximately \$61.4 million. We project the MOU will increase costs to the City by \$2.3 million in FY 2019-20, \$4.7 million in FY 2020-21, and \$7.0 million in FY 2021-22. More than 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement.

**File Number 190543 – San Francisco Deputy Sheriffs’ Association**

The MOU for the San Francisco Deputy Sheriffs’ Association affects 721 authorized positions with a base salary of \$81.3 million and an overall pay and benefits base of approximately \$135.8 million. We project the MOU will increase costs to the City by \$6.4 million in FY 2019-20, \$10.6 million in FY 2020-21, and \$15.7 million in FY 2021-22. More than 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for CalPERS waiver, premiums, equipment, and employee training and development account for the remainder of the cost.

**File Number 190639 – Service Employees International Union, Local 1021: Staff and Per Diem Nurses**

The MOU for SEIU, Local 790 Staff and Per Diem Nurses affects 1,599 authorized positions with a base salary of \$287.3 million and an overall pay and benefits base of approximately \$394.6 million. We project the MOU will increase costs to the City by \$15.9 million in FY 2019-20, \$31.9 million in FY 2020-21, and \$46.9 million in FY 2021-22. More than 90% of the total cost increase is due to the citywide wage increases in each year of the agreement. Increases for step advancement, emergency department staffing, conversion of Per Diem Nurses to Permanent Civil Service classes, premiums, and employee training and development account of the remainder of the cost.

**File Number 190640 – Teamsters, Local 856: Supervising Registered Nurses**

The MOU for the Teamsters, Local 856, Supervising Nurses affects 114 authorized positions with a base salary of \$25.5 million and an overall pay and benefits base of approximately \$34.9 million. We project the MOU will increase costs to the City by \$1.3 million in FY 2019-20, \$2.6 million in FY 2020-

21, and \$4.0 million in FY 2021-22. About 98% of the total cost increase is attributable to the citywide wage increases in each year of the agreement.

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

## MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight Committee  
Board of Supervisors

DATE: May 21, 2019

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of  
Understanding - May 2019

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on May 16, 2019:

These matters are pending committee action; I'm forwarding them to you for a cost analysis.

Please forward your analysis to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

### **File No. 190518 [Compensation for Unrepresented Employees]**

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2019.

### **File No. 190519 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 2]**

Ordinance adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to provide a base wage increase for Classification H-42 Assistant Fire Marshal effective July 1, 2019.

**File No. 190520 [Memorandum of Understanding - Municipal Attorneys' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190521 [Memorandum of Understanding - Machinists Union, Local 1414]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2019, through June 30, 2022.

**File No. 190522 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, to be effective July 1, 2019, through June 30, 2022.

**File No. 190523 [Memorandum of Understanding - Laborers International Union, Local 261]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2019, through June 30, 2022.

**File No. 190524 [Memorandum of Understanding - International Brotherhood of Electrical Workers, Local 6]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2019, through June 30, 2022.

**File No. 190525 [Memorandum of Understanding - San Francisco Deputy Probation Officers' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190526 [Memorandum of Understanding - Operating Engineers, Local 3]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local 3, to be effective July 1, 2019, through June 30, 2022.

**File No. 190527 [Memorandum of Understanding - Teamsters, Local 856 (Multi-Unit)]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2019, through June 30, 2022.

**File No. 190528 [Memorandum of Understanding - Transport Workers Union of America, Local 250-A (7410)]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A (7410), to be effective July 1, 2019, through June 30, 2022

**File No. 190529 [Memorandum of Understanding - Transport Workers Union of America, Local 250-A (Multi-Unit)]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A (Multi-Unit), to be effective July 1, 2019, through June 30, 2022.

**File No. 190530 [Memorandum of Understanding - Transport Workers Union of America, Local 200]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 200, to be effective July 1, 2019, through June 30, 2022.

**File No. 190531 [Memorandum of Understanding - Service Employees International Union, Local 1021]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to be effective July 1, 2019, through June 30, 2022.

**File No. 190532 [Memorandum of Understanding - Supervising Probation Officers]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Supervising Probation Officers, to be effective July 1, 2019, through June 30, 2022.

**File No. 190533 [Memorandum of Understanding - San Francisco City Workers United]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United, to be effective July 1, 2019, through June 30, 2022.

**File No. 190534 [Memorandum of Understanding - Municipal Executives Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190535 [Memorandum of Understanding - International Union of Operating Engineers Stationary Engineers, Local 39]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers Stationary Engineers, Local 39, to be effective July 1, 2019, through June 30, 2022.

**File No. 190536 [Memorandum of Understanding - San Francisco Sheriffs' Managers and Supervisors Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190537 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 17]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 17, to be effective July 1, 2019, through June 30, 2022.

**File No. 190538 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 18]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 18, to be effective July 1, 2019, through June 30, 2022.

**File No. 190539 [Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2019, through June 30, 2022.

**File No. 190540 [Memorandum of Understanding - San Francisco Institutional Police Officers' Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to be effective July 1, 2019, through June 30, 2022.



**File No. 190541 [Memorandum of Understanding - San Francisco District Attorney Investigators' Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190542 [Memorandum of Understanding - San Francisco Building Inspectors' Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190543 [Memorandum of Understanding - San Francisco Deputy Sheriffs' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190544 [Memorandum of Understanding - Crafts Coalition]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; and Teamsters, Local 853, to be effective July 1, 2019, through June 30, 2022.

c: Todd Rydstrom, Office of the Controller  
Michelle Allersma, Office of the Controller  
Carol Lu, Office of the Controller