

**AMENDMENT No. 1
TO THE 2019-2022 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
STAFF AND PER DIEM NURSES, SEIU LOCAL 1021**

III.B. WORK SCHEDULE

(SECTION III.B. Work Schedule does not apply to P103 Per Diem Nurses except for paragraph 291 regarding compensation for missed meal periods)

Normal Work Schedules

285. Unless otherwise provided in this MOU, a normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.
286. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for registered nurse classifications which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four (4), five (5) or six (6) consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five-(5) day, forty-(40) hour-a-week employees.
287. All classifications of employees having a normal work day of eight (8) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided that the employee must work five (5) days a week, eighty (80) hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights the employee may have on the same subject contained in a memorandum of understanding.
288. Employees may voluntarily work ten (10) or twelve (12) hour shifts when authorized by the appointing officer, provided such ten (10) or twelve (12) hour shifts shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided for all five (5) day, forty (40) hour a week employees, except, however, that ten (10) and twelve (12) hour shift employees who actually work on a holiday shall receive full holiday compensation for the regularly scheduled shift worked on a holiday. ~~Said employees shall be entitled to overtime compensation for work only in excess of eighty (80) hours per payroll period and provided further that said employees shall accumulate compensatory time off at the rate of time and one half (1 1/2) only for time worked in excess of eighty (80) and less than eighty four (84) hours per pay period.~~
289. Management will not require employees to work more than three (3) consecutive twelve hour shifts. The parties recognize that employees who opt not to work more than three (3) consecutive twelve hour shifts may be scheduled split days off as a result, and that this scheduling policy may reduce the opportunity for other nurses to be scheduled for more

than four (4) consecutive twelve hour shifts. Nothing in this provision prevents nurses from voluntarily working more than three (3) consecutive twelve hour shifts.

291. Additionally, each nurse shall be provided an opportunity to take a thirty (30) minute meal break per eight (8) or twelve (12) hour shift. The time shall be unpaid and free of duty. In the event the employee is required to work through the meal period and is not provided a meal period free of duty at a later time, the employee shall be paid for the time at the **one-and-one-half-time overtime** appropriate pay rate. (Example: employees working through a meal period plus an eight (8) hour shift shall be paid eight and one-half (8.5) hours at the applicable rate(s)). Any employee who is not permitted to take a meal period shall notify the Charge Nurse or Nurse Manager who will in turn notify the AOD.

III.E. OVERTIME COMPENSATION

*(SECTION III.E. Overtime Compensation does not apply to P103 Per Diem Nurses **except for section 3. and 4.**)*

356. Appointing officers may require employees to work longer than the normal work day or longer than the normal workweek. It is the intent of the Department of Public Health to avoid mandatory overtime to the maximum extent possible, taking into consideration such factors as patient care needs and staffing. Accordingly, before requiring mandatory overtime, the Department of Public Health will make every good faith effort to utilize Per Diem Nurses, voluntary overtime, registry or other appropriate licensed personnel. ~~In situations of acute shortage where mandatory overtime would otherwise be required, the supervisor/manager may offer overtime at time and one half of base pay, plus any shift differentials, to per diem nurses who have just finished an eight or twelve hour shift. Internal per diems who opt for this overtime will not, at their request, be required to report to their next scheduled shift. Anytime worked under proper authorization of the appointing officer or the appointing officer's designated representative or any hours suffered to be worked by a nurse in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one and one half (1 1/2) the base hourly rate which shall include a shift differential if applicable, provided that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight (8) hours in a day or eighty (80) hours per payroll period. Nurses who regularly work the night shift and who are required to work overtime into the day shift hours shall receive the applicable shift differential for all hours worked within the day shift. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.~~

- 356a. 1. For employees regularly scheduled to work five (5) eight (8) hour shifts per week, a**~~Any time worked under proper authorization of the appointing officer or the appointing officer's designated representative or any hours suffered to be worked by a nurse in excess of the regular or normal work day or eighty (80) hours per payroll period~~ **week shall be designated as overtime and shall be compensated at one and one-half (1-1/2) the base hourly rate which shall include a shift**

differential if applicable, provided that employees working in a flex time program shall be entitled to overtime compensation as provided herein when required to work more than eight (8) hours in a day or eighty (80) hours per payroll period.

356b. 2. For employees working any other work schedules (e.g., part-time, 12 hour shifts), anytime worked under proper authorization of the appointing officer by a nurse in excess of twelve (12) hours in a day or eighty (80) hours per payroll period shall be compensated at one-and-one-half (1-1/2) the base hourly rate which shall include shift differential if applicable.

356c. 3. For External P-103 Per Diem Nurses, anytime worked under proper authorization of the appointing officer in excess of forty (40) hours in a week shall be compensated at one-and-one-half (1-1/2) the base hourly rate which shall include shift differential if applicable.

356d. 4. Mandatory overtime shall be compensated at one-and-one-half (1-1/2) the base hourly rate which shall include shift differential if applicable.

356e. 5. For informational purposes only, effective July 1, 2020, the Department of Human Resources administratively changed the status of classification 2830 Public Health Nurse from "Z" to "N."

356f. *Nurses who regularly work the night shift and who are required to work overtime into the day shift hours shall receive the applicable shift differential for all hours worked within the day shift. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.*

357. If a nurse is forced to work mandatory overtime the nurse shall not be required to work more than fifteen (15) consecutive hours.

358. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half ((1-1/2), pursuant to the provisions of this MOU. The Appointing Officer or designee shall notify the Union when and if overtime funds are legally unavailable.

359. Employees occupying executive, administrative, or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked, but may be granted compensatory time off at the rate of one and one-half (1-1/2) times for time worked in excess of normal work schedules.

360. Non-"Z" designated employees who are required or suffered to work overtime shall be paid in salary unless the individual employee requests compensatory time off in lieu of paid overtime providing the request is approved by the appointing officer. Compensatory time

shall be earned at the rate of time and one-half, request to receive compensatory time shall be made in writing and shall be submitted to the appointing officer or designated representative as soon as possible and in no event later than the end of the first pay period following the pay period in which the overtime was worked. In lieu compensatory time off shall be taken at a time mutually agreeable to the employee and the appointing officer in the fiscal year earned subject to the following conditions:

361. 1. If the appointing officer and the employee are unable to mutually agree on when time off shall be taken, any accrued time off shall be paid at the end of the fiscal year; or,
362. 2. If the appointing officer and the employee mutually agree, compensatory time off may be taken during the succeeding six (6) month period following the end of the fiscal year in which the compensatory time was earned. However, if the compensatory time cannot be enjoyed by the employee in said subsequent six (6) month period, the employee shall be paid in cash.
363. ~~The City and the Union agree to meet on or before September 1, 2019, and thereafter by mutual agreement, to discuss and attempt to reach consensus on amendments to this Agreement to refine and clarify overtime practices and pay requirements, and related matters that the City and Union mutually agree upon. DPH shall release not more than four (4) Union members to participate in those discussions. Should the parties reach agreement on such additions or modifications, they shall prepare and submit to the Board of Supervisors an ordinance amending the Agreement to implement those changes effective July 1, 2020. If the parties are unable to reach agreement on modifications to the Agreement, they shall submit outstanding disputes to mediation on or before April 1, 2020.~~
364. ~~Nothing herein shall prevent the parties from agreeing on reasonable interpretations and practices consistent with the overtime pay provisions of the Agreement, as effective July 1, 2019.~~

~~III.F. OVERTIME PAYROLL~~

~~(SECTION III. F. Overtime Payroll does not apply to P103 Per Diem Nurses)~~

365. The City agrees to take necessary action in the annual budget process and through the supplemental appropriation process, if necessary, to assure that the departments' overtime account will have sufficient funds to pay nurses' overtime and holiday pay throughout the fiscal year. The Appointing Officer or designee shall forward overtime rolls to the Controller within five (5) working days of the end of the pay period in which the overtime was worked.

**FOR THE CITY AND COUNTY
OF SAN FRANCISCO**

Micki Callahan 7/29/2020

Micki Callahan Date
Human Resources Director

Carol Isen Date
Employee Relations Director

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

Katharine Hobin Porter Date
Chief Labor Attorney

FOR THE UNION

JB 08/13/2020

Joseph Bryant Date
President SEIU, Local 1021
Staff and Per Diem Nurses

Jason Klumb 7/29/2020

Jason Klumb Date
San Francisco Field Director SEIU, Local
1021 Staff and Per Diem Nurses

Theresa Rutherford Date
SF Regional Vice President SEIU,
Local 1021 Staff and Per Diem Nurses

John Stead-Mendez 8/3/2020

John Stead-Mendez Date
Executive Director SEIU,
Local 1021 Staff and Per Diem Nurses

Nato Green 7/28/2020

Nato Green Date
Chief Negotiator SEIU, Local 1021
Staff and Per Diem Nurses

Aaron Cramer 8/3/2020

Aaron Cramer Date
SEIU, Local 1021 Staff and Per Diem
Nurses

Christa Duran 8/3/2020

Christa Duran Date
SEIU, Local 1021 Staff and Per Diem
Nurses

Brigitta Van Ewijk 8/4/2020

Brigitta Van Ewijk Date
SEIU, Local 1021 Staff and Per Diem
Nurses

**FOR THE CITY AND COUNTY
OF SAN FRANCISCO**

Micki Callahan 7/29/2020


Micki Callahan Date
Human Resources Director

Carol Isen 8/20/2020

Carol Isen Date
Employee Relations Director

APPROVED AS TO FORM:

DENNIS J. HERRERA
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 8/21/2020
Katharine Hobin Porter Date
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Jason Klumb 7/29/2020

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San Francisco Field Director SEIU, Local
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Theresa Rutherford 8/14/2020

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SF Regional Vice President SEIU,
Local 1021 Staff and Per Diem Nurses

John Stead-Mendez 8/3/2020

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Staff and Per Diem Nurses

Aaron Cramer 8/3/2020

Aaron Cramer Date
SEIU, Local 1021 Staff and Per Diem
Nurses

Christa Duran 8/3/2020

Christa Duran Date
SEIU, Local 1021 Staff and Per Diem
Nurses

Brigitta Van Ewijk 8/4/2020

Brigitta Van Ewijk Date
SEIU, Local 1021 Staff and Per Diem
Nurses

Joe Duncan 8/4/2020

Joe Duncan Date
SEIU, Local 1021 Staff and Per Diem
Nurses

Johnnie Williams 8/13/2020

Johnnie Williams Date
SEIU, Local 1021 Staff and Per Diem
Nurses

Dianna Yanez 8/4/2020

Dianna Yanez Date
SEIU, Local 1021 Staff and Per Diem
Nurses