

City and County of San Francisco

Carol Isen

Human Resources Director



Department of Human Resources

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**AMENDMENT NO. 2  
TO THE 2017-2022 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
COMMITTEE OF INTERNS AND RESIDENTS, SEIU**

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

**~~ARTICLE I. K. DUES CHECK OFF~~**

~~33. The City shall deduct Union dues, voluntary political action contribution (PAC), initiation fees, premiums for insurance programs and political action fund contributions from interns' and residents' pay upon receipt by the Controller of a form authorizing such deductions by the intern/resident. The City shall pay over to the designated payee all sums so deducted. Cost of dues deductions shall be determined and paid pursuant to the Employee Relations Ordinance, Section 16.220 Dues Deductions.~~

~~34. The voluntary political action contribution (PAC) deductions shall commence as soon as administratively possible but no later than October 1, 2006.~~

~~35. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the intern/resident.~~

**~~ARTICLE I. L. AGENCY SHOP~~**

~~36. All interns and residents shall become and remain members of the Union or shall, in lieu thereof, pay a service fee to the Union, so long as they are on paid status at SFGH.~~

~~37. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union, and shall be determined in accordance with applicable law, including any required appeal procedures. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.~~

~~38. Payroll Deductions. The Controller shall make membership fee or service fee deductions, as appropriate from the regular periodic payroll warrant of each represented intern/resident. Service fees from non-members shall be collected by payroll deduction pursuant to Administrative Code~~

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~~Section 16.90. The City shall also deduct premiums for insurance programs and political action fund contributions upon receipt by the Controller of a form authorizing said deduction.~~

~~39. Financial Reporting. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account~~

~~to hold amounts reasonably in dispute while challenges are pending. The City's obligation to deduct agency fees is conditioned upon the Union's implementation of constitutionally adequate procedures pursuant to this paragraph.~~

~~40. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Agreement.~~

**ARTICLE VI. BB. CAIR/CIR/SFGH PATIENT CARE FUND**

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

144. San Francisco General Hospital will establish a special fund for the purchase of needed medical equipment, patient materials or educational supplies necessary to improve patient care at SFGH. The fund may also be used to support projects or initiatives that aim to improve patient satisfaction, safety, and the quality of care provided at SFGH. This fund will be known as the Committee of Interns and Residents Patient Care Fund.

145. The elected officers of the SFGH CIR chapter will establish a CIR Patient Care Fund Committee made up of SFGH interns and residents who will be responsible for reviewing purchase requests and making recommendations to the San Francisco Director of Public Health or his designee. Any SFGH intern or resident may make a request to the Committee. The Committee will meet quarterly to review all newly submitted purchase requests made since the previous meeting as well as to review the progress of previously submitted patient care fund purchase requests. Representatives of the DPH Labor Relations team and Materials Management shall attend all Committee meetings, provided they are given timely notice from the Union.

146. Committee recommendations accepted by the Director of Public Health or designee will be forwarded to the SFGH Materials Management, which will procure the requested items using CIR Patient Care Fund money. Subject to the City's Office of Contract Administration purchasing requirements and the availability of the requested item(s), all item(s) will be purchased within six months from the date the SFGH Materials Management receives the completed purchasing request (including any necessary supporting documentation) and has

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confirmed that the item(s) may be obtained from a City-approved vendor. The SFGH Materials Management will make best efforts to have the purchased items delivered within six months from the date of order, provided that exigent circumstances do not exist. SFGH will be responsible for the reasonable upkeep and maintenance of the items purchased. All decisions regarding upkeep and maintenance of items purchased lie solely within the discretion of the Hospital.

147. Should the Director of Public Health or designee reject a proposal, written notice will be provided to the Committee within 30 days. Decisions by the Director of Public Health or designee are final and not subject to the grievance procedure of this Agreement.

148. SFGH agrees to contribute to the Patient Care Fund \$183,319 in each fiscal year of this Agreement, **except in fiscal 2021-2022, the University of California, San Francisco will provide \$183,319 in funds to the City for the Patient Care Fund and SFGH shall not provide funding in that fiscal year.** Beginning in FY 2017-2018, any portion of the annual contribution not used at the end of the fiscal year shall not be carried forward to the following fiscal year. ~~The Hospital shall contribute an additional contribution equal to one-half of the Patient Care Fund rollover fund balance at the end of FY 2016-2017 to the Patient Care Fund in FY 2017-2018, and also in FY 2018-2019.~~

149. Until such funds are exhausted, up to \$105,319, but no more, of the Patient Care Fund may be used annually to fund and pay for: medical books and journals; resident wellness activities; projects and training; exams; wearable medical equipment; computer and digital equipment; medical software items for employees in the unit; and conference registration excluding travel and lodging. ~~During FY 2017-2018 and FY 2018-2019 and additional amount equivalent to one-half of the Patient Care Fund rollover fund balance at the end of FY 2016-2017 may be spent in each fiscal year for these purposes.~~

150. ~~If at the end of FY 2018-2019 all available funds have been fully expended, the parties agree to re-open negotiations on the sole topic of the annual contribution to the Patient Care Fund for FY 2019-2020 and FY 2020-2021.~~

151. Interns & Residents must spend a minimum of three (3) months on rotation at SFGH in a fiscal year to be entitled to reimbursement of educational expenses up to \$600 in that fiscal year. Interns & Residents may apply for and receive educational reimbursement funds prior to completion of the required three (3) months of rotation so long as they are scheduled to complete the three months during the fiscal year in which they apply for reimbursement. It is expected that all residents receiving funds will complete the required three (3) months of rotation. Any resident who receives educational reimbursement funds and does not complete her or his required three (3) months of rotation at SFGH shall repay the reimbursement funds received within 90 days of leaving the rotation.

152. Interns & Residents must use the City and County of San Francisco, Department of Public Health reimbursement process to submit reimbursement requests electronically. The City agrees to utilize the Interns & Residents Affairs Committee to discuss improvements in the reimbursement process, upon request of the Union.

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153. Interns & Residents may use multiple fund sources to receive up to 100 percent reimbursement for items noted in paragraph 149. Under no circumstances may Interns & Residents use multiple fund sources to be reimbursed for more than 100 percent of any purchase.

154. Interns & Residents shall be reimbursed within three (3) months of submitting the reimbursement request for medical education-related expenses as outlined above. An account balance of the portion of the patient care fund allocated to educational reimbursement shall be presented during the quarterly Patient Care Fund meeting.

**C. DURATION OF AGREEMENT**

157. This Memorandum of Understanding shall be in effect from July 1, 2017 through and inclusive of June 30, 20242.

**FOR THE CITY**

DocuSigned by:

7/26/2021

*Ardis Graham*

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Ardis Graham

Date

Employee Relations Director

**FOR THE UNION**

DocuSigned by:

7/26/2021

*Sejal Babaria*

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Sejal Babaria

Date

Northern California Regional Director

DocuSigned by:

7/26/2021

*Dr. Andreas Mitchell*

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Dr. Andreas Mitchell

Date

Northern California Regional  
Vice President, CIR/SEIU

**APPROVED AS TO FORM:**

DocuSigned by:

8/9/2021

*Katharine Porter*

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Katharine Hobin Porter

Date

Chief Labor Attorney

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