MEMORANDUM OF UNDERSTANDING

BETWEEN

STAFF AND PER DIEM NURSES, SEIU LOCAL 1021

AND

CITY AND COUNTY OF SAN FRANCISCO

JULY 1, 2024 - JUNE 30, 2027

PER DIEM RELATED PROVISIONS ARE IN ITALICS

Revised per Amendment #1

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ARTICLE I. REPRESENTATION

I.A. RECOGNITION

1. The City acknowledges that the Union has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions of the City's Employee Relations Ordinance for the following classifications included in the non-supervisory registered nurse unit:

2320	Registered Nurse - Unit 42
2323	Clinical Nurse Specialist - Unit 42
2325	Nurse Midwife – Unit 42
2330	Anesthetist - Unit 42
2830	Public Health Nurse - Unit 42
2328	Nurse Practitioner - Unit 42
P103	*Per Diem Registered Nurses, Unit 42*

2. The terms and provisions of this MOU shall also be automatically applicable to any classifications designated for inclusion in this unit for which the Union has become appropriately recognized during the term of this agreement.

3. It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until adopted or accepted by the Board of Supervisors and the City and County of San Francisco by appropriate action and ratified by the Registered Nurse membership of the Union. Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours and other terms and conditions of employment as are within the Board's jurisdiction, powers and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Board does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Board has no jurisdiction.

I.B. INTENT

4. Each existing ordinance, resolution, rule or regulation over which the Board of Supervisors has jurisdiction pursuant to provisions of the San Francisco Charter, and which is specifically changed or modified by the terms of this MOU, shall be deemed incorporated in this MOU in its changed or modified form from the effective date of this MOU to and including the date of expiration thereof.

5. The Employee Relations Director and the Union negotiating team shall present one full tentative agreement, signed by the Employee Relations Director and representatives of the Union negotiating team, to the Board of Supervisors and the Union Registered Nurse membership for ratification within sixty (60) days of signing of such full tentative agreement.

6. The City agrees to notify the Union in advance of any intended changes in working conditions within the scope of representation which fall within the authority of the City and shall meet and confer and endeavor to reach an agreement with the Union prior to implementation of any intended action provided, however, that in cases of emergency, action may be taken on working conditions within the

authority of the City without meeting the above requirements. In such instances the City agrees to meet and confer as soon as possible after taking emergency action.

I.C. NO WORK STOPPAGES

7. It is mutually agreed and understood that during the period this MOU is in force and effect the Union will not authorize or engage in any strike, sympathy strike, slowdown or work stoppage. The City agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this agreement.

I.D. OBJECTIVE OF THE CITY

8. 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.

9. The Union recognizes the City's right to establish and/or review 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. To the extent required by Government Code Section 3504 and the Employee Relations Ordinance the City shall meet and confer with the Union on the establishment or revision of performance standards or norms.

10. 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 the provisions of this Agreement.

I.E. OFFICIAL REPRESENTATIVES AND STEWARDS

<u>Official Representatives</u>

11. The Union may select as many as one (1) employee member of such organization from the appropriate unit represented by such organization, and one (1) additional such employee member for each two hundred fifty (250) employees or fraction thereof, in excess of two hundred (200) employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Director of Employee Relations, the appointing officer or a board or commission when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, 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:

12. The organization's 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.

13. No selected employee member shall leave the duty or work station, or assignment without specific approval of the employee's department head or other authorized executive management official.

14. 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.

15. Nurses who are assigned to work-related committees such as, but not limited to, PICS, Health and Safety, and Emergency Department Leadership, and attend during work hours will be given release time subject to staffing requirements. Attendance during non-work hours will be compensated as work time.

Stewards

16. The number and work location of Union stewards shall be as provided below. During the term of the agreement, the parties will meet to discuss any proposed changes to the allocation of these numbers:

17.	San Francisco General Hospital	
	A. Medical/Surgical	9
	B. Critical Care	4
	C. Peri-Op (OR, PACU, Surgery Center, Cath Lab, I/R)	3
	D. ED	4
	E. Psychiatry	3
	F. Specialty Clinics	4
	G. MCH (L/D, Peds, NICU)	4
	H. CASARC/RTC	2
	SUB-TOTAL	33
18.	Laguna Honda Hospital	
	A. Day Shift	6
	B. P.M. Shift	4
	C. Night Shift	4
	SUB-TOTAL	14
19.	Population Health, Primary Care, Health at Home, Mental Health and MCAH	14
20.	Jail Health Services	4
21.	SFBHC	3
22.	TOTAL DEPARTMENT	68

23. When a unit or facility is added or deleted, the Union and the City shall renegotiate the number of stewards.

24. The Union recognizes that it is the responsibility of the Union steward to assist in the resolution of grievances at the lowest possible level. Reasonable time off will be granted by the City for the Union Steward to present grievances subject to the following conditions:

25. (1) The Union Steward has been recognized in accordance with paragraph 32 herein.

26. (2) The employee represented by the Union Steward is covered by this MOU.

27. (3) The Union Steward is representing an employee assigned to the Steward's area of jurisdiction as described herein, provided that, in the event the designated steward is absent, a substitute steward may be used within the same clinical area at San Francisco General Hospital. In other Department of Public Health facilities, the nearest substitute steward may be used. The Union agrees to equally distribute substitute steward assignments so that such assignments do not fall disproportionately on the same stewards.

28. (4) In no event shall more than one (1) steward and one shop steward trainee observer be released from duty at any time to represent an employee.

29. The Union Steward shall not interfere with the work of any employee. The steward shall not have the right to interview patients or visitors.

30. If, in the judgment of the supervisor, because of the necessity of maintaining adequate patient care, permission cannot be granted immediately to the Union steward in order 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 Union steward has been denied permission.

31. 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 Union steward shall, if possible, be granted immediate permission to leave the steward's post of duty to assist in the grievance procedure.

32. The City and the Union agree that the Union steward can be effectively used to perform a beneficial service to employees,[including probationary employees (*does not apply to P103 Per Diem Nurses)*] by providing counseling regarding poor performance, attendance, abuse of sick leave and other leave provisions, conduct violations, abuse of alcohol or drugs in informing employees of available treatment centers for these problems, etc., and thereby assist management in correcting the situation and minimizing the necessity of disciplinary or adverse action. Employees shall be advised of this provision and, with their written consent, the supervisor concerned will fully inform the appropriate Union steward and request assistance in counseling the employees whether jointly or separately. Additionally, the Union agrees to apply its resources to assist in resolving such problems. This assistance may be provided through Union-sponsored classes during off-duty hours.

33. It will be the Union's responsibility to furnish the City with an accurate list of Union stewards in each facility within one (1) month of the signing of this Agreement or upon written request of the

Department. The Union may submit amendments at any time because of the permanent absence of a designated Union Steward. If a Union steward is not officially designated by the Union, none will be recognized for that area or shift.

34. Except in case of extreme emergency, management will give at least two (2) calendar weeks' notice if it is proposed that a Union steward is to be transferred to another work shift, site or location.

35. Any meeting of Union steward and supervisor shall be held in private surroundings and shall be held in a quiet, dignified manner. Any communications between staff shall occur in a quiet, dignified manner, and in private surroundings where appropriate, including but not limited to discussions regarding corrective action.

Union Steward and Representative Training

36. Each newly-elected Union Steward shall be allowed eight (8) hours of paid release time for Union Steward training on a one-time basis. The training for newly-elected Union Stewards will be scheduled by the Union. The Union will notify the City and the Department which employees are newly-elected Stewards. Such training will be provided by the Union.

37. In addition to the eight (8) hours of paid release time for Union Steward training described above, during the first six (6) months that this MOU is in effect upon request of the Union, the City shall allow up to eight (8) hours of paid release time for up to a total of forty (40) Stewards or Official Representatives to attend training provided by the Union regarding the provisions of this MOU.

38. The Union will provide the Department with a minimum advance notice of thirty (30) calendar days prior to any Steward/Representative training described above, along with a list of the employees who will attend. The City will use best efforts to ensure that such employees are released for the training provided, however, that the release does not compromise patient care or departmental operations.

I.F. RELEASE TIME FOR CHAPTER PRESIDENTS AND DESIGNEES

39. The Department of Public Health will make good faith efforts to pre-schedule one shift per pay period for the San Francisco General Hospital (SFGH) Union Chapter President and one shift per month for the Laguna Honda Hospital (LHH), Jail Health Services (JHS), and Community Public Health (CPH) Union Chapter Presidents to handle matters of employer-employee relations covered by existing release time language (Official Representative and Stewards provision of the MOU) and meetings of the San Francisco General Hospital Monitoring Committee.

40. In addition, the Union shall designate one member from SFGH, LHH, Jail Health Services and CPH to be released one (1) shift every two (2) pay periods to handle matters of employer-employee relations covered by existing release time language.

I.G. DISSEMINATION OF UNION INFORMATION

Bulletin Boards

41. Reasonable space will be allowed on bulletin boards for use by the Union to communicate with employees. Material shall be posted upon the bulletin boards space as designated, and not upon walls,

doors, windows or any other place. Posted material shall not be 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 and shall be removed when no longer timely. The City may give notice to the Union of its intent to withdraw the Union's ability under this section to use bulletin board space if the Union posts material other than on authorized bulletin boards or if material posted on bulletin boards is not in compliance with this section. The Union shall not post literature that is discriminatory against any person based on the categories listed in Article II.A (Non Discrimination) of this Agreement or that otherwise violates Article II.A or applicable law. The City may remove this type of literature and shall notify the Union of its removal. Alleged violations of this section are subject to the grievance procedure.

Location of Bulletin Boards

42. San Francisco General Hospital:

(a) Personnel Office
(b) Section of one (1) board per nursing unit
(c) San Francisco Behavioral Health Center (3, which is 1 per floor)

43. Laguna Honda Hospital:

(a) Personnel Office
(b) Across from Nursing Office
(c) Main Lobby
(d) Space on one (1) bulletin board per neighborhood lounge (Main Hospital)

44. Miscellaneous DPH Facilities:

(a) Each Health Center
(b) Each separate facility (e.g., VD Clinic)
(c) Health at Home (Laguna Honda Hospital)

45. Community Mental Health Services:

(a) Each Mental Health Facility

46. Jail Health Services:
(a) Each City Jail

47. Administration:
(a) 101 Grove Street

48. Human Services Agency:
(a) 1235 Mission Street (near the employees' entrance and by the elevators on each floor)
(b) 1650 Mission Street (on 2nd floor, in both sides of the entrance areas)
(c) 875 Stevenson Street (in the Kitchen area of 3rd floor)

Distribution of Union Literature

49. Distribution of official Union literature and materials by a Union member, shop steward, business agent, or any other Union representative recognized in accordance with the Union Representative Visits provision will be permitted provided:

50. The employee distributes such literature outside the employee's regular working hours.

51. The distribution of literature to employees on duty will be accomplished before or after their work shift.

52. Distribution of literature shall be restricted to non-work areas so as not to interfere with patient care or with the operation of any facility or institution of the Department. A non-work area is an area where an employee does not normally perform the employee's duties and responsibilities.

53. Distribution of literature which is of a partisan political nature shall be accomplished outside of departmental facilities.

54. The City shall furnish to the Union upon written request the names, classifications, major division/facility (SFGH, LHH, CPHS, CMHS, CSAS, Jail Health Services, Human Services Agency) and, if practical, the work assignment areas of all new employees and employees separated who are covered by this MOU.

55. The Union may deliver a copy of the printed MOU to employees covered by this Agreement.

56. Union representatives or Union Stewards may address employees covered by this Agreement for forty (40) minutes at SFGH and one (1) hour at LHH at any time during the nurses' orientation session to present information relating to Union representation.

57. The City shall notify the Union of the nurses' orientation schedule as soon as it is published.

58. The Union may make reasonable use of the City's interoffice mail system to communicate with appointing officers, personnel officers and designated shop stewards to the extent permissible by law.

59. The Union may place a box for union literature in departmental facilities, subject to mutual agreement regarding location.

I.H. CPHS PROFESSIONAL PERFORMANCE COMMITTEE

60. The CPHS-Professional Performance Committee (PPC) may continue to meet on a monthly basis until such time as the parties mutually determine separate CPHS-PPC meetings are no longer necessary.

61. The parties anticipate that some or all of the members of the CPHS-PPC will become members of the CPHS-DMS Divisional Monitoring Committee.

I.I. UNION ACCESS

62. The City shall provide the 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.

63. 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 interfere with patient care.

64. 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 agency or department, subject to availability.

65. Union representatives will comply with applicable City policies related to patient confidentiality and applicable laws when the Union seeks access to a work area where confidential or secure work is taking place or patient care is being provided.

66. 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.

67. The City will provide Union with up to three (3) identification badges to be worn by Union staff. Union staff must wear these badges for identification purposes while on-site, and these badges do not provide access to locked patient areas. Upon a change in Union staffing, the Union must return the badge to Department of Public Health (DPH) Human Resources.

I.J. MANAGEMENT RIGHTS & RESPONSIBILITIES

68. The City and Union agree that both have obligations and responsibilities to see that the objectives of the City and County of San Francisco are attained, and the public receives efficient delivery of service.

69. Management has the duty to execute the traditional responsibilities of Management to attain this goal pursuant to applicable state and local law, and the Union recognizes the Management responsibilities.

70. Management, in turn, recognizes its responsibility to treat employees fairly and equitably.

71. Except to the extent that there is contained in this Agreement express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the City are retained by and reserved exclusively to the City. These rights include, but are not limited to the right to direct employees, to hire, promote, transfer, assign and retain employees within the bargaining unit, to suspend, demote and discharge employees for just cause, to relieve employees from duties because of lack of work or funds, to maintain the efficiency of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including

subcontracting if deemed necessary. The City has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the other rights in this Article do not conflict with any term or condition of this Agreement.

I.K. UNION SECURITY

72. Except as provided otherwise herein, and in accordance with applicable federal, state and local law, the provisions of this Section shall apply to all employees of the City in all classifications represented by the Union.

73. Each pay period, the Controller shall make membership fee deductions from the regular periodic payroll warrant of each employee who is a Union member. In order for the Controller to deduct membership dues, the Union must certify to the City, in accordance with procedures established by the Controller's Office in effect as of April 29, 2019, that the Union has and will maintain authorizations for the dues deductions, signed by the employees from whose salary or wages the City will make the dues deductions.

74. Nine working days following payday, the Controller will promptly pay over to the appropriate Union all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly.

75. The Union shall be entitled to collect, through the payroll deduction method, membership dues, COPE deductions, and any special membership assessments, and through that system, may make changes as may be required, from time-to-time, subject to the Union providing certification that it has and will maintain an authorization for the applicable deductions, signed by the employees from whose salary or wages the City will make the deductions. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction, in accordance with procedures established by the Controller's Office in effect as of April 29, 2019.

76. At the time of fingerprint processing, the City will provide new permanent and provisional employees represented by the Union with a Union-provided packet of information regarding the Union. The Union will provide this information in sealed envelopes, one of which will be distributed to each new employee. The City may advise such employees that the packet is being provided pursuant to a Memorandum of Understanding with the Union and the contents are neither known nor endorsed by the City.

77. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

78. INDEMNIFICATION. The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this Section.

I.L. GRIEVANCE PROCEDURE

(Section I.L. Grievance Procedure does not apply to P103 Per Diem for Discipline or Discharge)

Definition

79. A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement, discipline or discharge.

Grievance Description

80. The Union and the City agree that the following guidelines will be used in the submission of grievances.

81. 1. The basis and date of the grievance as known at the time of submission;

82. 2. The section(s) of the contract which the Union believes has been violated;

83. 3. The remedy or solution being sought by the Grievant.

Procedure

84. Only the Union shall have the right on behalf of a disciplined or discharged employee to grieve the discipline or discharge action.

85. In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance. In the event that the parties agree to settle a grievance through a formal settlement agreement containing a back pay provision or in the event that an arbitrator makes an award pursuant to this MOU's grievance procedure that includes back pay, the City will issue a payment in the appropriate amount within 90 days from the date the settlement agreement is fully executed or, in the case of an arbitration award, within 90 days from either: (a) the date of receipt of an arbitration award that sets forth a specific dollar amount of back pay; or (b) the date the parties verify and agree on the specific back pay calculation. If the City does not meet this 90-day deadline, the grievant(s) shall be entitled to interest at the rate of 5% per year beginning on the 91st day until the date the payment is issued. In the event that either party moves to judicially challenge the arbitration award, the ninety (90) day deadline shall apply upon the resolution of such challenge, assuming the resolution to the judicial challenge is final and contains a specific dollar amount as discussed above.

86. The management representative named in the Steps of this grievance procedure may appoint a designated representative to act on management's behalf with the accompanying authority to settle the grievance at the appropriate grievance Step.

Time Limits

87. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. Steps are skipped only with the express, prior approval of the other party, except as outlined in herein.

88. All time limits referred to in this section are binding on each party.

89. A time limit may be extended by the Union and the Management Official responsible for the decision making at the particular step of the process by agreement entered into prior to the expiration of the time limit. This agreement must be confirmed in writing by the party initiating the extension request. Failure by the Union to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the City to follow the time limits shall serve to move the grievance to the next step.

90. Any deadline date under this procedure that falls upon a Saturday, Sunday or Holiday shall be continued to the next business day.

Employee Grievance Procedure

91. An employee having a grievance may first discuss it with the employee's immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner. The employee may have a representative(s) at this discussion.

1. Step I. Immediate Supervisor

92. If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal Discussion, the Union may pursue the grievance further.

93. The Union shall submit a written statement of the grievance to the immediate supervisor within fifteen (15) calendar days of the facts or event giving rise to the grievance, or within fifteen (15) calendar days from such time as the employee or Union should have known of the occurrence thereof. In cases alleging sexual harassment, the time limit during which to file a grievance shall be four (4) months.

94. The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. The supervisor shall respond in writing within five (5) calendar days.

95. Grievances related to a suspension or the termination of an employee may be submitted initially at Step IV of this procedure within fifteen (15) calendar days of the date of the final notice of disciplinary action (certified mailing date). The parties agree to use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) days of the Step Three grievance.

2. Step II. Department Head/Designee

96. If the grievance is not satisfactorily resolved in Step I, the written grievance shall be advanced, containing a specific description of the basis for the claim and the resolution desired, and submitted to the department head or the department head's designee within fifteen (15) calendar days of receipt of the Step 1 response. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The department head or designee shall, within fifteen (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the date the meeting is held, whichever comes later, respond in writing to the grievant and the Union, specifying the reason(s) for concurring with or denying the grievance.

3. Step III. Director, Employee Relations/Designee

97. If the decision of the department head/designee is unsatisfactory, the Union may, within fifteen (15) calendar days after receipt of the Department's decision, submit the grievance in writing to the Employee Relations Director.

98. The Employee Relations Director or designee shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing. Within ten (10) calendar days after receipt of the written grievance, either the Union or the City may request, in writing, that the Employee Relations Division hold a Step III grievance meeting. In the event of such a request, the parties will schedule a Step III grievance meeting. The Employee Relations Director or designee shall have fifteen (15) calendar days from the date of the Step III grievance meeting to respond in writing.

99. Subject to applicable law, the Director of Employee Relations shall have authority to settle grievances at this step.

4. Step IV. Final and Binding Arbitration

100. Should there be no satisfactory resolution at Step III, the Union has the right to submit and advance the grievance to final and binding arbitration within thirty (30) calendar days of receipt of the Step III response. On an annual basis, the City and the Union shall establish a Standing Arbitration Panel by each submitting a list of seven (7) arbitrators. In any grievance referred to arbitration, the parties shall alternately strike from said List until a single name remains, and said arbitrator shall be designated to hear the matter. Whether the Union or City deletes the first name in the alternating process shall be determined by lot.

101. Except when a statement of facts mutually agreeable to the Union and City is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties.

102. The City and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of ERD's receipt of the Union's arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within ninety (90) calendar days of the selection of the arbitrator. Should the designated arbitrator be unable to comply with this requirement, the parties shall by mutual agreement commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.

103. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

104. The parties shall encourage the arbitrator to make the arbitrator’s award within forty-five calendar days following receipt of closing arguments or briefs. The decision of the arbitrator shall be final and binding on all parties.

105. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by

the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required.

106. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. In the case of employees of the City, they shall be compensated at an appropriate rate of pay for time spent.

Expedited Arbitration

107. Suspensions (except for P103 Per Diem Nurses) up to and including fifteen (15) days and written warnings shall be processed through an expedited arbitration proceeding. By mutual written agreement entered into at Step III or Step IV of the grievance procedure, the parties may submit other grievances to the expedited arbitration process. In addition, the Union may elect in writing at Step III or Step IV of the grievance procedure, to submit any grievance affecting five (5) or fewer employees and claiming $5,000 or less in total and that relates to pay issues, premiums or uniform allowance to this expedited arbitration process. The letter making such an election must be mailed to both the Employee Relations Division and the Chief Labor Attorney of the City Attorney's Office. On behalf of the City, the City Attorney may decline the Union's election to send the grievance to expedited arbitration by notifying the Union in writing within the fifteen (15) days of the receipt of the grievance at Step IV. At least one day each month will be used for these grievances. The expedited arbitration shall be before an arbitrator to be mutually selected by the parties who shall serve until the parties mutually agree to remove the arbitrator or for twelve (12) months, whichever comes first. Alternatively, at the time of the selection of the arbitrator, either party may request a list of seven (7) appropriately experienced arbitrators from the American Arbitration Association from which the arbitrator will be selected by the method of striking names. The parties shall not use briefs. Every effort shall be made to have bench decisions followed up by written decisions. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved. Transcription by a certified court reporter shall be taken but shall be transcribed only at the direction of the arbitrator.

108. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties.

109. In the event that an expedited arbitration hearing is cancelled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

Rights of Individuals

110. An employee may not be disciplined or discharged without just cause and without written notice of the intended action. The City agrees to follow the principles of progressive discipline.

111. Employees who are released or disciplined during their initial probationary period or during any probationary period established by this Agreement, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of the provisions of the No Discrimination provisions. In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.

"Skelly Rights"

112. An employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a hearing and to the following:

113. A notice of the proposed action; and

114. The reasons for the proposed discipline; and

115. A copy of the charges and the materials upon which the action is based; and

116. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

Disciplinary Action Appeal Procedure For P103 Per Diem Nurses

117. *Formal employee conferences may be recorded on the Employee Conference Form for conferences regarding nondisciplinary matters. Formal employee conferences shall be recorded on the Employee Conference Form for conferences regarding disciplinary matters.*

118. *The Employee Conference Form shall provide the following:*

119. *Notification of the right to have a representative (for conferences regarding disciplinary matters).*

120. *Previous conferences regarding the same subject and dates thereof.*

121. *Notification of the right to respond in writing on the form to the reviewer immediately or within five (5) working days of the initial conference on disciplinary matters concerning warnings or reprimands.*

122. *Notification of the right to respond in writing on the form to the reviewer and/or Appointing Officer immediately or within five (5) working days of the initial conference on recommendations for suspension of five (5) days or less.*

123. *Signature by the employee acknowledging the conference and notification of certain rights.*

124. *In cases of recommended terminations, recommended suspensions, or of a written warning, the employee may, upon request, meet with the reviewer with a representative present. Prior to said meeting, the employee shall provide a written response in accordance with paragraph #127 above.*

125. *Action by reviewer on proposed written warnings and reprimands is final.*

126. *Recommendation of reviewer on suspensions shall be submitted to the Appointing Officer for appropriate action.*

127. *Appointing officer will review employee's written response (if submitted) and make appropriate decision on recommended suspension. Upon request by the employee or the employee's representative, the San Francisco General Hospital Appointing Officer will consider holding a meeting before ruling on recommendations for disciplinary suspensions.*

128. *Appointing Officer's decision on recommendations for suspension is final.*

129. *The Appointing Officer's decision on recommendations for termination is final for P103 Per Diem Nurses with less than 1040 hours of service. For P103 Per Diem Nurses with more than 1040 hours of service, the Appointing Officer's decision on recommendation for termination is final provided, however, that the Appointing Officer shall consider the recommendation of an arbitrator as follows:*

130. *The arbitrator shall be selected by the Union and Management utilizing the same arbitrator and hearing dates provided for in the Expedited Arbitration provision of this Agreement, Section I.L.*

131. *The Arbitration process shall be informal with no transcripts. The recommendation will be issued as a "Bench Decision".*

132. *The costs of the arbitrator shall be equally shared by the parties.*

133. *In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City or Department rule (intoxication, theft, etc.), the Appointing Officer may waive the procedures outlined above.*

134. *An employee who refuses a conference waives the employee's rights to review. The employee shall be so advised.*

135. *An employee who holds dual appointments in any registered nurse classification and as a P103 Per Diem Nurse and who receives a disciplinary suspension in either appointment shall not be eligible for employment during the period of the suspension.*

ARTICLE II. EMPLOYMENT CONDITIONS

II.A. NO DISCRIMINATION

Discrimination Prohibited

136. 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.

No Discrimination on Account of Union Activity

137. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act. The City and the Union agree that employees subject to this Agreement shall not be discriminated against for the filing of an Assignment Despite Objection (ADO) form.

Reasonable Accommodation

138. The Parties agree that they are required to provide reasonable accommodation for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act. The City reserves the right to take any action necessary to comply therewith.

139. If there is a conflict between a proposed accommodation and this Agreement, the City will notify the Union and, upon request, meet with the Union to attempt to resolve the issue. During the reasonable accommodation process, an employee has the right, upon request, to Union representation.

140. Departments shall maintain files on formal reasonable accommodation requests that include information related to: status of accommodation requests and the resolution of closed accommodation requests.

141. Following a reasonable period of time after the employee has submitted the information required for a reasonable accommodation but not later than thirty days, the City shall provide a response to the employee's request. If no accommodation in the current assignment is possible, the Employer shall evaluate alternative job assignments for possible accommodation. While the employee's request for reasonable accommodation is pending, the Employer shall make every reasonable effort to provide a modified work duty assignment pursuant to the Alternative Assignments provision of this Agreement.

142. A reasonable accommodation decision is appealable to the Human Resources Director and/or through the grievance process. The Union and the employee may elect more than one of these appeal options.

Family Medical Leave Act

143. The City agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA) and its regulations for all employees in the bargaining unit. Consistent with State and Federal law, nurses taking FMLA/CFRA leave shall be allowed to take such leave on an intermittent or reduced schedule basis.

144. This provision is not subject to the Grievance Procedure under this Agreement.

II.B CIVIL SERVICE EXAMINATIONS

1. CIVIL SERVICE EXAMS FOR STAFF NURSES

145. Under special authority from the Civil Service Commission and subject to its approval, the City shall conduct civil service examinations and establish lists of eligibles for all Registered Nurse classifications in a timely manner. The City will make every reasonable effort to assure that employees in Registered Nurse classifications are certified permanent within ninety (90) days of the first day of employment.

146. In order to reduce the number of provisional employees in all Staff Nurse classifications, the Union agrees, pursuant to CSC Rule 113 that the City may adopt the most expansive certification rule allowed under the Civil Service Commission rules. This agreement shall be subject to cancellation by the Union on July 1 or January 1, with six (6) months notice to the City. Prior to canceling this program, the Union shall notify and meet with the City in an effort to resolve any concerns about the program. This section covers matters within the jurisdiction of the Civil Service Commission, as set forth in Charter Section 10.100 et seq., and is not subject to any grievance arbitration or impasse resolution procedures.

147. Upon written request from the Union, the City shall provide the Union with a report of the utilization of Rule of the List certification for all Staff Nurse classifications, for review at City-wide labor-management meetings to determine renewal or cancellation.

2. PROBATIONARY PERIOD

148. The definition of a probationary period shall be as provided under the Rules of the Civil Service Commission. All permanent appointees shall serve a six month probationary period. The probationary period duration for all appointees made by Advancement as defined in Civil Service Rule Section 114.8 Advancement from Part-Time or School-Term Position to Full-Time shall be one (1) week as a permanent full-time employee in the new assignment.

149. *Per Diem Nurses (P103) appointed to a permanent position on the same unit may be granted a three (3) month credit toward the probationary period if the nurse worked at least 520 hours in the prior six (6) month period.*

II.C SUBCONTRACTING OF WORK

(Section II.C. Subcontracting of Work does not apply to P103 Per Diem Nurses)

150. Due to the size of the bargaining unit and the diversity of the employees within the unit, which enable the employees to perform various services in the diverse communities served by the City, the Mayor and the Union agree that, for the term of this Agreement, the Mayor shall instruct the City's Department Heads over whom the Mayor has budgetary authority that:

151. 1) Department heads shall not initiate and the Mayor shall not approve requests to contract out any routine work currently performed by existing employees represented by the Union; and

152. 2) Department heads shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.

153. 3) This instruction shall not in any way affect (i) existing contracts (which shall include proposed contracts funded with monies appropriated in the 1996-97 budget), (ii) renewals, amendments or extensions of those contracts, or (iii) new contracts either for services already contracted out or arising from the City's receipt of new and/or additional federal, state, or grant funds designated for new or unique programs. However, such funds shall not include growth in general fund or enterprise revenues in force and effect at the time of the signing of this Agreement.

154. 4) The Mayor agrees that it is not the intent of the City to use the contracting out process to avoid prevailing wages, compliance with MBE/WBE requirements, or payment of health or other benefits.

155. 5) Notwithstanding any other provision of this section, the Mayor may propose pursuant to the City's standard procedures to contract out work currently performed by existing City employees (a) where external funding sources require the use of outside third parties to perform services; or (b) in emergency situations, as determined by the Mayor and upon a majority vote of the Board of Supervisors.

156. 6) Should the Mayor determine that the restrictions contained in this section unduly interfere with a department's or the City's ability to provide appropriate services to the diverse communities within the City, the Mayor and the Union agree to meet in order to resolve the concerns. If the Mayor and the Union cannot mutually agree, the matter shall be submitted to an arbitrator, selected pursuant to the provisions of this Agreement, who shall decide the issue of whether a proposal to contract out work may be initiated by the Mayor.

<u>Required Notice to the Union on Prop J Contracts</u>

157. The City shall deliver to the Union no later than thirty (30) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes. The City shall also deliver to the Union a

summary of any proposed grant agreement no later than thirty (30) days prior to the submission of the proposed grant agreement to any departmental commission or other approving authority for authorization to enter into any such agreement, the essential services of which could be performed by SEIU-represented classifications.

158. It is not the intent of the City to use the grant issuance process to avoid application of the subcontracting limitations of this Agreement.

159. The Union shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet.

160. The City agrees to discuss and attempt to resolve issues relating to:

161. 1. Possible alternatives to subcontracting;

162. 2. Questions regarding current and intended levels of service;

163. 3. Questions regarding the Controller's certification pursuant to Charter Section 8.300-1;

164. 4. Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;

165. 5. Questions relating to the effect on individual worker productivity by providing labor saving devices; and

166. 6. Questions regarding services supplied by the City to the Contractor.

167. The City agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.

<u>Non-Prop J Contracts</u>

168. 1. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or thirty (30) days prior to submission of the a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

169. 2. If the Union wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after the Union's receipt of the department's notice. Upon the request of the Union, the City agrees to discuss and attempt to resolve issues relating to:

170. a. Possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work;

171. b. Questions regarding current and intended levels of service;

172. c. Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;

173. d. Questions relating to the effect on individual worker productivity by providing labor saving devices; and

174. e. Questions regarding services supplied by the City to the Contractor.

175. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

176. The City agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors and other boards and commissions) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.

177. The City shall also provide advance notice of at least thirty (30) days to the Union of all amendments to existing non-Prop J contracts valued at more than $100,000 where such services could potentially be performed by represented classifications. At the request of the Union, the City shall meet to discuss with the Union the topics set forth above.

178. The Mayor agrees to instruct department heads over whom the Mayor has budgetary authority not to initiate non-Prop J contracts for a term exceeding one (1) year, except as otherwise approved by the Mayor, after notice to and consultation with the Union. This provision shall apply only to contracts for services which could otherwise be performed by represented classifications.

179. The Union shall also be provided notice of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

180. The Department of Public Health will provide the Union with a quarterly report of all hours worked by registry nurses in each department and location. This report will include the operational reason requiring the use of such registry nurses and a head count of permanent civil service registered nurses on leave during the report period.

II.D. REIMBURSEMENT OF WORK RELATED EXPENSES

<u>Use of Private Automobiles</u>

181. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the appointing officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate established by the Controller and for all necessary parking and toll expenses.

182. The City shall reimburse Nurses for all approved mileage and parking expenses.

Auto Insurance Deductible

183. Employees in the Public Health Nurse classification 2830 and employees in the RN classification 2320 assigned to the Health at Home program who are required to make home/site visits and who utilize their own vehicle for this purpose shall be eligible for reimbursement of the employee's insurance deductible up to a maximum of Five Hundred Dollars ($500.00) per year in the event the employee's vehicle is vandalized while on a home/site visit within the course and scope of employment.

Reimbursement for Stolen Property

184. Reimbursement for stolen property is administered through the provisions of Administrative Code Sections 10.25-1 through 10.25-9, which are hereby referenced and attached for informational purposes only.

Use of Personal Cell Phone

185. If required and approved by supervisor, a nurse shall receive a City issued laptop and/or cell phone, contingent on available supply. Nurses who use their own personal cell phones for City business shall be reimbursed for expenses incurred, provided the nurse submits appropriate documentation of work-related use.

Recovery of Overpayment.

186. Should recovery of overpayment of salary or wages be necessary, the Controller's PPSD will make every attempt to minimize the hardship for the employee.

187. The schedule of recovery of any overpayment shall be made by mutual agreement between the City and the employee.

188. In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:

No Payment on Pay Day for the Pay Period.

189. Highest priority, full payment to be issued as quickly as possible on the same business day if the employee or the employee's departmental payroll division notifies PPSD before 9:00 AM on payday or on any subsequent day. If PPSD receives notice after 9:00 AM but before 4 p.m., the check will be issued on the following day.

Payment on Pay Day is 10% or More Short of Total Due for Pay Period.

190. Second priority, correcting payment to be issued as quickly as possible with the goal of three (3) working days of report to payroll.

Payment on Pay Day is Less than 10% Short of Total Due for Pay Period.

191. Third priority, correcting payment to be issued as quickly as possible, with a goal of within ten (10) working days of report to payroll.

Payroll Procedures

192. Employees shall have access to a full listing of the meaning of all payroll codes necessary to understand the explanation of pay. The list of codes will be available online.

193. The pay advice available to employees shall display accumulated sick and vacation leave hours. Floating holidays, in-lieu holidays and longevity leave balances shall be provided bi-weekly. Educational leave usage can be provided quarterly to the Department managers for distribution to the Nurses.

194. The Department shall notify the employee whenever a correction is made to pay and detail the nature of the correction by copy of the approved Problem Description Form (PDF).

Paperless Pay

195. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement.

196. 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.

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

II.E. LAYOFF

(SECTION II.E. Layoff, does not apply to P103 Per Diem Nurses)

Sixty Day Minimum Notice

198. Any employee whose position is to be eliminated due to lack of funds and who is being laid off shall be notified, in writing, with as much advance notice as possible but not less than sixty (60) days prior to the effective date of the layoff. The Union shall receive a copy of any layoff notice.

199. The provisions of this Section shall not apply to "as needed" or intermittent employees or employees hired for a specific period of time or for the duration of a specific project.

Request to Meet & Confer

200. Prior to any layoff, the City shall meet and confer upon the written request of the Union after receipt of a copy of the notice specified in this article, to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.

Severance

201. A permanent employee who is subject to layoff shall have priority consideration for vacant positions for which the employee is qualified. A permanent employee who is not qualified for a vacancy and who is therefore laid off shall have priority consideration while the employee remains on the Civil Service Holdover List for retraining under provisions of this Agreement.

202. A permanent employee who is laid off shall receive two (2) weeks severance pay for each year of continuous service. If an employee accepts severance pay and retires within two (2) years of accepting the severance pay, the employee shall reimburse the City for the full amount of the severance pay. An employee who accepts severance pay shall forfeit all Civil Service Holdover rights.

Mandatory Furloughs

203. There shall be no mandatory unpaid furlough of any duration for represented employees.

2328 Nurse Practitioner

204. In the unlikely event of layoffs or position deletions in class 2328 Nurse Practitioner, such layoffs or position deletions will occur in accordance with Civil Service Commission Rules, without regard to whether an employee has a Uniform Provider Identification Number (UPIN).

205. A reassignment may be limited by a 2328 Nurse Practitioner's lack of a UPIN, but only in the event that such a reassignment would result in a demonstrable, projected loss of revenue by the Department.

Joint RN/DPH Monitoring Committee Meetings

206. In the event the City issues layoff notices to 7 or more RNs in a fiscal year, the City and SEIU shall convene the Joint RN/DPH Monitoring Committee within ten (10) days of the notices and for a mutually agreed upon time frame to sufficiently address the pending layoffs. The committee shall be co-chaired by DPH senior management and a designee of SEIU with participation by a DHR layoff specialist as appropriate. RN members of this committee shall be on City-paid release time while at meetings. The mission of the committee shall be to:

207. 1. Use its best efforts to maintain City employment for all RN employees facing layoff or displacement;

208. 2. Review opportunities for savings that can be used to create jobs from existing budgeted and authorized vacant positions; and

209. 3. Meet and confer over the impact of such layoffs, at the Union's request.

Layoff Limitations

210. The City agrees not to effectuate any new reorganization plan that lays off more than 10 employees in a represented classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.

II.F. PUBLIC HEALTH NURSE DUTIES

(SECTION II.F. Public Health Nurse Duties does not apply to P103 Per Diem Nurses)

211. Utilization of personnel providing services related to Public Health Nursing is an appropriate subject for discussion by the Department of Public Health's Professional Performance Committee. Nursing Administration recognizes the value of input from the PPC in this area.

Public Health Nurse Caseloads

212. Management is responsible for the equitable distribution of caseloads. Depending on acuity, patient needs and other factors, an appropriate caseload for full-time employees in the Public Health Nurse classification assigned to the Maternal Child Field Unit could range from 20 to 40. Caseloads are prorated for part-time PHNs. Management will assign new referrals taking into account acuity, distance from the PHN's office, staffing capabilities and other factors. Individual disputes arising out of the application of this policy shall be subject to the grievance procedure. Caseloads and staffing levels are suitable subjects for discussion in the Joint RN/DPH Monitoring Committee and not in the PPC. Any productivity guidelines which result in a change in the number of visits or caseload distribution will only be implemented after notifying and meeting with affected Public Health Nurses. Union representatives may be present at such meetings. Additional liaison and utilization review assignments shall be factors in determining equitable caseloads.

213. The Department of Public Health will use its best efforts to conform to published State guidelines with respect to Public Health Nurse caseloads in California Children's Services. Should a dispute arise, the Union may bring its concerns to the Labor Monitoring Committee.

Hazardous Situations

214. The Public Health Nursing Safety Policy and Procedures for Home Visits shall be followed in order to minimize exposure of public health nurses to unpredictable and hazardous situations. This policy may be subject to change in accordance with the Changes in Personnel Policy provisions.

Home Care Program

215. It is the intent of the Department of Public Health to staff the Home Care program with 2320 Registered Nurses and 2830 Public Health nurses who apply and are accepted to work in the program. It is the intention of the Department of Public Health to maintain a balance between preventative and home care nursing services.

216. Public health nurses in home care will be compensated according to the overtime provision or other applicable contract provision. Per the MOU, PHN staff who work Saturday and/or Sunday are entitled to take the necessary day(s) off during the following week. Alternatively, if overtime is worked, the PHN may elect to accumulate compensatory days off for later use by mutual agreement.

II.G. ADVANCED PRACTICE NURSES

(SECTION II.G. Advanced Practice Nurses does not apply to P103 Per Diem Nurses)

Scope of Practice

217. The Department of Public Health recognizes the contribution of Nurse Practitioners as Registered Nurses with additional training and skills in physical diagnosis, psychosocial assessment, and the management of health and illness needs both in outpatient primary care and throughout the spectrum of health delivery settings.

218. The Department of Public Health commits to identifying all Nurse Practitioners who provide Primary Care Services as Primary Care Providers in Community Health Network directories and other DPH directories. The Department of Public Health will, additionally, advance such listing of Nurse Practitioners to those health plans/HMOs contracting with the Department of Public Health.

Voluntary Job Sharing

219. A Nurse Practitioner may voluntarily elect to work a reduced workweek for the purpose of sharing a collaborative practice with another Nurse Practitioner, subject to the approval of the Department of Public Health. Under this arrangement, any Nurse Practitioner is entitled to holiday pay, health and dental benefits and educational leave as provided elsewhere in this MOU. Pay, vacation and sick leave shall be reduced in accordance with the reduced week regularly worked. Time worked beyond the employee's regularly assigned shift shall be compensated for in overtime pay.

220. Requests from Nurse Practitioners electing to share a patient caseload shall be submitted in writing to a designated management representative. A written response shall be made within two (2) months of the request.

221. The Department of Public Health shall urge the Department of Human Resources to expedite all necessary paperwork in such a manner that the job sharing arrangement may be implemented no later than one (1) month after receiving written approval.

Standardized Procedures

222. The Department of Public Health recognizes its role and responsibilities in ensuring that current, approved standardized procedures exist to authorize the medical functions of Nurse Practitioners, and furnishing of medications and devices.

223. Nurse Practitioners within each setting will be given release time to collaborate with physicians and administrators from that setting to develop, review, and/or revise the standardized procedures specific to that setting.

Primary Care Patient Caseload

224. Primary Care Patient Caseload guidelines will comply with existing regulations on such assignments. Primary Care Patient Caseloads limits for Nurse Practitioners working part-time shall be assigned in a proportionate manner.

Productivity

225. Any productivity standards or guidelines which result in an increase in the number of patient appointments on a nurse practitioner's schedule will only be implemented after notifying and meeting with all affected nurse practitioners. Union representatives may be present at such meetings.

Advanced Practice Leadership

226. Upon request of the Union, representatives of DHR, DPH and the Union will start meeting on or after October 1, 2024, to discuss the possible creation of a leadership level role responsible for ensuring consistent standards of practice for advanced practice practitioners, including credentialing, professional development, implementation of legislative changes, and recruitment and retention.

227. DPH shall provide quarterly paid release time for up to three (3) advanced practice practitioners to participate in discussions of the advanced practice role.

228. The meetings will occur quarterly for two (2) hours, and the employee/practitioners will be provided paid release time to attend.

229. The establishment of the advanced practice role and standards are not subject to the grievance procedure.

230. The above Advanced Practice Leadership provisions shall expire on June 30, 2027.

Professional Development

231. Nurse Practitioners will be given release time to participate in twice yearly Department of Public Health-wide meetings for the express purpose of professional practice development. The Department of Public Health will provide specific planning arrangements for site, date, and time. The Nurse Practitioners will provide the agenda and content at least three (3) months in advance of the meetings.

232. Nurse Practitioners may invite Department personnel to the monthly Professional Development meetings of Nurse Practitioners. At such meetings, Nurse Practitioners may provide input regarding appropriate patient load distribution.

233. Nurse Practitioners may plan additional monthly meetings among Nurse Practitioners and will receive release time to participate in such meetings, provided that the Department of Public Health is given notice at least three (3) months in advance of such meetings.

234. Approved release time will not be evaluated as productive, direct care service time.

II.H. CLINICAL NURSE SPECIALISTS

Professional Development

235. Clinical Nurse Specialists will be given release time to participate in twice yearly Department of Public Health-wide meetings for the express purpose of professional development. The Department

of Public Health will provide specific planning arrangements for site, date, and time. The Clinical Nurse Specialists will provide the agenda and content at least three (3) months in advance of the meetings.

236. Clinical Nurse Specialists may plan additional monthly meetings among Clinical Nurse Specialists for the express purpose of professional development and will receive release time to participate in such meetings, provided that the Department of Public Health is given notice at least three (3) months in advance of such meetings, written agendas seven (7) days prior to the meetings, and that the meetings are scheduled at a time to minimize the impact on patient care.

II.I. INDEMNIFICATION AND DEFENSE OF CITY EMPLOYEES

237. The City shall defend and indemnify an 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 Sections 825 et seq. and 995 et seq. Nothing herein is deemed to supersede referenced state law.

II.J. CHANGES IN PERSONNEL POLICY

Departmental Changes

238. The Appointing Officer/designee agrees to furnish the Union with a written copy of proposed departmental personnel policies or proposed revisions to existing policies, which affect wages, hours and working conditions within the scope of representation. If the Union does not respond in writing within fifteen (15) calendar days from the date of the notification, the Union shall waive its right to meet and confer on the proposed policy.

City Changes

239. The procedure set forth above does not apply to those proposed personnel policies or proposed revisions to existing policies as they may apply to City departments which are adopted by the City and County of San Francisco.

II.K. CONSCIENTIOUS OBJECTOR

240. The rights of patients to receive quality nursing care are to be respected.

241. It is recognized that Registered Nurses hold certain moral, ethical and religious beliefs and in good conscience may be compelled to refuse involvement with abortions and other procedures involving ethical causes.

242. Situations will arise where the immediate nature of the patient's needs will not allow for personnel substitutions. In such circumstances the patient's right to receive the necessary nursing care will take precedence over exercise of the nurse's individual beliefs and rights until other personnel can be provided.

II.L. PERSONNEL FILES

243. Only one (1) official personnel file on an individual nurse may exist. The official file shall be located in one of the three Human Resources offices of the Department of Public Health (San Francisco General Hospital, Laguna Honda Hospital and 101 Grove Street) or at the Human Services Agency Human Resources Office.

244. Each nurse shall have the right upon request to review the contents of the nurse's official personnel file. Nothing may be removed from the file by the nurse but copies shall be provided upon request. Copies in excess of 100 pages will be provided at ten cents per page.

245. A representative, chosen by the nurse, may at the nurse's request, accompany the nurse in this review, or the nurse may give written permission to another person to review the file.

246. All material in the file must be signed and dated.

247. No derogatory information or statements not related to the nurse's assigned duties or professional responsibilities shall be placed in this file.

248. The nurse shall have the opportunity to sign, date and attach a response to all material in the official personnel file related to the nurse's assigned duties and professional responsibilities.

249. The nurse shall have the right to include in the file any material or information which is mutually considered to be germane to the nurse's professional career.

250. Discipline may not be imposed upon any matter in the file dated prior to two (2) years from the date of proposed discipline, unless the matter was subject to prior disciplinary action. Any prior disciplinary action may be considered in a termination or dismissal hearing.

251. Material relating to disciplinary actions in the employee's personnel file which have been in the file for more than three (3) years shall not be used. At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old, shall be removed, provided there has been no recurrence of the conduct during the immediate three (3) years after the incident on which the discipline was based. Performance evaluations are excluded from this provision but employees may petition for removal of performance evaluations under rules of the Civil Service Commission.

II.M. PERFORMANCE EVALUATIONS

252. This confirms that written performance evaluations are not grievable under the Staff Nurse/P-103 MOU. This includes allegations that a given written performance evaluation was not "fair and equitable" under the Management Rights Section of the MOU.

II.N. DEVELOPMENT PLANS

253. A nurse may be placed on a developmental plan when there is a demonstrated, documented departure from standards of competence, which include the skills, knowledge and behaviors specific to the performance criteria. The developmental plan shall be proposed not more than eight (8) weeks after either the Performance Appraisal or the documented incident(s) indicating such departure. The developmental plan shall include specific, measurable goals with a specific time lines of not more than three months to completion. A plan may be extended by agreement, in writing, executed by the nurse, the Union and the supervisor. For implementing a developmental plan, shift assignments for a given nurse may be changed without regard to seniority for up to three months. The Department shall not arbitrarily or capriciously change the shift assignment of nurse pursuant to a developmental plan. If a nurse's shift is changed, the nurse shall continue to receive any applicable home shift differential for the duration of the Developmental Plan. The decision requiring a developmental plan arising out of a written performance evaluation may be appealed to the appropriate Associate Administrator. The nurse may have, on request, a representative of choice at the appeal, which will be held no later than five (5) days before implementing the plan. The decision requiring a developmental plan shall not be subject to the grievance procedure.

254. In all other instances where there is a demonstrated, documented departure from standards of competence, the nurse shall have the option of rejecting a Developmental Plan. If the nurse rejects the plan, the City may proceed with disciplinary action.

255. If a nurse fails to successfully complete a developmental plan as outlined above, management shall have the option of: 1) extending the developmental plan, subject to the provisions of the paragraph above; 2) delaying a step increase until successful completion of the plan, at which point the step increase shall be implemented and the anniversary date shall remain unchanged; 3) discipline, up to and including dismissal. Any determination to delay a step increase or to initiate disciplinary action for failure to successfully complete a developmental plan shall trigger notification to the Union and shall be grievable pursuant to the provisions of Section I.L. of this Agreement.

II.O. LOUNGES AND EATING FACILITIES

256. Provisions will be available at each facility where there are more than twenty (20) Registered Nurses for lockers, clothes racks, eating and resting purposes.

257. The Department will work with the Union through the Labor Monitoring Committee structure to address the issues of appropriate facilities.

258. As part of any new funding proposals for new construction or renovations, the Department of Public Health will include requests for funding designated non-work areas for the purpose of providing a location for employees to take their breaks.

259. At Laguna Honda Hospital, a lounge will be designated for nursing personnel in each neighborhood.

260. The Department will provide filtered or purified water in water dispensers for nurses who work at the old Laguna Honda Hospital as may be necessary based on water quality and safety.

II.P. PARKING FACILITIES

261. DPH will provide parking for Nurse-Responders in Sexual Assault cases in the SFGH Emergency Department parking lot.

262. Beginning January 1, 2006, the monthly rate for basic employee parking at facilities under the City's management and control will not exceed the price of a MUNI Fast Pass, plus $10 for all employees covered by this Agreement.

263. The City shall provide parking placards to all Health at Home and Public Health Nurses who are required to use their personal car in the course of their work to provide patient care at the patient's home or in the community.

264. The City shall make best efforts to institute payroll deductions for monthly parking fees at facilities under the City's management and control.

II.Q. INACTIVE STATUS AND STATUTORY LEAVES FOR EXTERNAL P103 PER DIEM NURSES

265. *Per-diem nurses shall notify the Department of Public Health in writing thirty (30) days in advance whenever they elect to become inactive. Inactive Status is defined as a status in which a per-diem nurse remains employed as a P-103 per-diem nurse but is unavailable, for any reason, for work.*

266. *Notification of inactive status shall include the period of time of inactive status, provided the per-diem nurse may return to active status at any time prior to the expiration of the period with two (2) weeks notice to the Nurse Manager.*

267. *Each period of inactive status shall not exceed six (6) months within a twelve (12) month period, unless the employee is on an authorized protected leave (e.g. FMLA, CFRA, Workers' Compensation, etc.). Failure to return to active status after the six (6) month period shall be reported to the Department of Human Resources and recorded as an automatic resignation under applicable Civil Service Commission Resignation Rule. Additionally, a per-diem nurse's failure to respond to a written request to schedule for four (4) consecutive pay periods shall be reported to the Department of Human Resources and recorded as an automatic resignation.*

268. *Per-diem nurses electing inactive status for purposes of statutory leave or other leaves available according to the Memorandum of Understanding shall be entitled to return to the per-diem roster in the same program/facility.*

II.R. COMMITTEE ON DIVERSITY, EQUITY AND INCLUSION

269. The City and the Union are committed to ensuring a diverse, equitable, and inclusive City workforce. For the term of this Agreement (effective July 1, 2022 – June 30, 2024), the City shall release one (1) Union delegate to participate in the Committee on Diversity, Equity and Inclusion that is established in the SEIU 1021 Miscellaneous Agreement to discuss issues in the workplace

for City employees represented by the Union related to diversity and an equitable and inclusive City workplace.

270. The Committee on Diversity, Equity, and Inclusion shall meet not less than every two months, except by mutual agreement, to discuss issues related to training needs, recruitment, retention, and promotional opportunities, such as potential barriers in employment for City employees represented by the Union.

271. The City shall make reasonable efforts to ensure the following:

272. a. All supervisors covered by this Agreement must take the City's online implicit bias training prior to June 30, 2022.

273. b. In accordance with Executive Directive 18-02, all employees covered by this Agreement who participate on hiring panels must take the City's "Fairness in Hiring" online training.

274. c. All supervisory employees covered by this Agreement shall be provided the City's Sexual Harassment Prevention Training once every two years.

275. By no later than December 1, 2022, DHR shall provide the Union with information on its checklist and supplemental training on disciplinary principles for all departments to ensure consistency and fairness in administration of discipline.

276. The City shall make available on its website annual reports on discipline, probationary releases, and Performance Improvement Plans prepared pursuant to the Mayor's Executive Directive 18-02 *Ensuring a Diverse, Fair, and Inclusive City Workforce*. Upon request of the Union and mutual agreement of the parties, the City shall provide additional reports on workforce demographics for employees represented by the Union, to the extent such reports do not violate employee privacy.

277. The Committee shall discuss issues of diversity, equity and inclusion in City employment including the recommendations in the June 2021 "Report of San Francisco Independent Reviewer for Mayor London Breed by Professor William B. Gould IV." The parties agree that any discussions, advice, or proposals from the DEI Committee on issues that fall outside the scope of bargaining, including but not limited to recruitment and retention issues, are advisory only.

ARTICLE III. PAY, HOURS AND BENEFITS

III.A. SCHEDULES OF COMPENSATION

278. The schedules of compensation for all represented classifications of employment subject to the provisions of Section A8.403 of the Charter shall be increased as follows:

279. Effective July 1, 2024, represented employees shall receive a 1.50% wage increase.

280. Effective January 4, 2025, represented employees shall receive a 1.50% wage increase.

281. Effective close of business June 30, 2025, represented employees shall receive a 1.00% wage increase.

282. Effective July 1, 2025, represented employees shall receive a 1.00% wage increase.

283. Effective January 3, 2026, represented employees shall receive a 1.50% wage increase.

284. Effective close of business June 30, 2026, represented employees shall receive a 2.00% wage increase.

285. Effective January 2, 2027, represented employees shall receive a 2.00% wage increase.

286. Effective close of business June 30, 2027, represented employees shall receive a 2.50% wage increase.

One-Time Wage Adjustments

287. Effective July 1, 2024, all classifications shall receive a one-time wage adjustment of one percent (1%).

288. Effective January 4, 2025, all classifications shall receive a one-time wage adjustment of one percent (1%).

289. Effective January 3, 2026, all classifications shall receive a one-time wage adjustment of one percent (1%).

290. Effective January 2, 2027, all classifications shall receive a one-time wage adjustment of one percent (1%).

291. Effective close of business June 30, 2027, all classifications shall receive a one-time wage adjustment of one-half percent (0.5%).

292. All wage increases provided in this Agreement will commence at the start of the payroll period closest to the date specified for the wage increase, unless noted otherwise, and shall be rounded to the nearest whole dollar bi-weekly salary.

293. Rates for employees' classes are on a biweekly basis for a normal work schedule of five days per week, eight hours per day.

Class 2830 Public Health Nurses

294. A Class 2830 Public Health Nurse will earn a premium of $2.225/per hour above their regularly scheduled rate upon completion of six months of service at Step 6. Effective July 1, 2014, new hires into Class 2830 shall no longer be eligible for this $2.225/per hour premium.

III.B. WORK SCHEDULE

(SECTION III.B. Work Schedule does not apply to P103 Per Diem Nurses except for paragraph 305 and 306 regarding compensation for missed meal periods and rest breaks.)

Normal Work Schedules

295. 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.

296. 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.

297. 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.

298. 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.

299. Effective no later than the dates set forth below, the Department of Public Health shall publish work schedules at least four (4) weeks in advance of the time period covered by such work schedule:

- San Francisco General Hospital (all departments): December 31, 2024
- All other DPH departments/facilities: June 30, 2025

Trading Shifts

300. Employees may trade shifts, provided that the trade imposes no additional costs for the employer, the employees provide advanced written notification of the shift trade for approval to their respective nurse manager or designee, and provided that the only reasons for disapproval are:

301. (1) that the proposed trade would leave the affected shift without the equivalent skillset necessary as determined by the Department on the affected shift(s), including charge nurse coverage;

302. (2) that one (1) or more of the employees seeking the proposed trade are on performance improvement plans that cannot be implemented on the affected shift(s); or

303. (3) that one (1) or more of the employees seeking the proposed trade are subject to an ADA-related accommodation which cannot be implemented on the affected shift(s).

304. 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.

Meal and Rest Breaks

305. Each nurse shall be granted a paid rest period of fifteen (15) minutes during each work period of four (4) hours duration, when operationally feasible; provided, however, that rest periods are not scheduled during the first or last hour of such periods of work. No wage deductions shall be made nor time off charged against employees taking authorized rest periods, nor shall any right to overtime be accrued for rest periods not taken. Nurses who do not take their rest period shall not be entitled to arrive late or leave work early. Every effort will be made to ensure that the nurse has the opportunity to take rest periods. Current practices may continue by agreement of the parties. Effective July 1, 2022, nurses who are mandated to work through their fifteen (15) minute rest break shall receive a fifteen (15) minute fifty percent (50%) non-pensionable premium of their base hourly rate for each missed rest break.

306. 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 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.

307. PES: An exception to this paragraph may be made for designated eight (8) hour shifts when employees are not permitted to leave the facility and are paid for eight (8) hours.

308. When providing employees with meal and rest breaks, SFGH will maintain Title 22 ratios consistent with Title 22 standards. The Department will designate break relief RNs for each zone/unit where break coverage is required under Title 22. Designated break relief RNs are used to supplement base staffing to insure that ratios are maintained.

309. Upon request of the Union to any City department, the Board of Supervisors authorizes any department head, board or commission to meet and confer with the Union on proposals offered by the Union or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex-time, fulltime work weeks of less than five (5) days or a combination of plans which are mutually agreeable to the Union and the department concerned. It is the intent of the Board that the work year shall continue to be two thousand eighty (2080) hours (two thousand eight-eight (2088) in leap years) and that overtime shall be earned on a daily and weekly basis provided, however, the Union and the affected department may mutually agree on cost equivalent alternative scheduling practices. Any such agreement shall be submitted in ordinance form to the Board of Supervisors for its approval or rejection.

310. A normal work week is a tour of duty on each of five (5) consecutive days.

Exceptions:

311. Specially funded training programs approved by the Civil Service Commission.

312. Educational and training courses regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-(40)hour week in six (6) days when required in the interest of furthering the education and training of the employee.

313. Employees shall receive no compensation when properly notified (two (2) hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two (2) hours.

314. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter (1/4) hour.

Voluntary Reduced Workweek

315. Employees may request to voluntarily work a reduced workweek. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced workweek.

316. Reduced workweek schedules are subject to the following conditions:

317. a. Reduced schedules may be granted to employees covered by this Agreement for a temporary or permanent basis subject to the approval of the Appointing Officer or designee. Up to fifteen percent (15%) of employees at San Francisco General

Hospital and ten percent (10%) of employees at Laguna Honda Hospital shall be granted a reduced work schedule upon request by seniority.

318. b. Up to ten percent (10%) of employees in Community Public Health Services, inclusive of 2830 Public Health Nurses and employees in Community Behavioral Health Services, and ten percent (10%) of employees in Forensic Services shall be granted a reduced work schedule upon request by seniority.

319. c. Requests for reduced work schedules beyond those required in the paragraphs above may be granted to employees covered by this Agreement for a temporary or permanent basis subject to approval of the Appointing Officer or designee.

320. d. Reduced work schedules shall not be approved for less than the following:

Community Health Programs: 16 hrs/wk

Mental Health Programs: 4 shifts per bi-weekly pay period

Laguna Honda Hospital: 16 hrs/week, provided such schedules shall be approved only in 8 hour per week increments, including reduced work schedules provided in the paragraphs above

SFGH: 16 hr/week;

321. e. Employees currently on a reduced workweek schedule which may differ from the above may continue on such schedule.

322. f. Departments will post the availability of reduced workweek positions for all unit employees via email for a posting period of no less than two weeks. Nurses requesting the reduced workweek position within the posting period will be awarded reduced workweek positions by seniority using the same process the department uses to award vacation requests and shift selection.

Part-time Work Schedule

323. A part-time work schedule is a regular work schedule less than forty (40) hours per week.

324. DPH Human Resources will report the number and percentage of nurses working a reduced workweek by department to the JLMMC on a quarterly basis.

Reduced FTE Committee

325. The City and the Union agree to meet on or before September 1. 2022, and thereafter by mutual agreement, to discuss and reach consensus on amendments to this Agreement to discuss the feasibility of creating additional reduced FTE positions, 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, 2023. If the parties are unable to reach agreement on modification to the Agreement, they shall submit outstanding disputes to mediation on or before April 1, 2023.

Part-Time Night Shift

326. All part-time nurses at Laguna Honda Hospital who work the night shift shall be guaranteed a minimum of two consecutive nights off. At the request of the Union, the parties shall meet and confer to review schedules at San Francisco General Hospital in order to determine, through application of each party's best efforts, the feasibility of and possible mechanisms for providing a minimum of two consecutive nights off for part-time 8-hour night shift nurses.

III.C. COMPENSATION FOR VARIOUS WORK SCHEDULES

(SECTION III.C. Compensation for Various Work Schedules does not apply to P103 Per Diem Nurses)

Normal Work Schedule

327. Compensation fixed herein on a per diem basis are for a normal eight (8) hour work day; and on a biweekly basis for a biweekly period of service consisting of normal work schedules.

Part-time Work Schedules

328. Salaries for part time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

III.D. ADDITIONAL COMPENSATION

Shift Differential

329. Employees shall be paid ten percent (10%) more than the base rate set forth herein for hours worked in shifts designated by the Department of Public Health to be evening shifts and twenty percent (20%) more than the base hourly rate for hours worked in shifts designated by the Department of Public Health to be a night shift.

Bilingual Pay

330. Subject to Department of Human Resources approval, employees who are certified as bilingual and who are assigned to perform bilingual services shall receive a bilingual premium of sixty dollars ($60) per pay period. Employees who passed the test will be deemed to be assigned to perform bilingual services unless the manager can demonstrate that there is no patient care need for the language in that department or program. 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. The City shall make language proficiency tests available quarterly at rotating sites until the test becomes fully remote. Schedule for tests date and sites will be posted online. Upon request, employees shall be provided release time to attend language proficiency tests.

331. Effective January 1, 2020, at the City's discretion, the City may require an employee to recertify not more than once every two years to continue receiving a bilingual premium.

Supervisory Differential Adjustment
(Supervisory Differential Adjustment does not apply to P103 Per Diem Nurses)

332. Compensation of a supervisory employee whose schedule of compensation is set herein shall be adjusted subject to the following conditions:

333. The supervisor, as part of the regular responsibilities of the employee's class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

334. The supervisor/subordinate relationship is approved by the Appointing Officer, chief administrative officer, board or commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.

335. The classifications of both the supervisor and the subordinate 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.

336. The compensation schedule of the supervisor is less than five percent (5%) or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised.

337. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, five percent (5%) or one full step over the compensation schedule, exclusive of extra pay, of the employee supervised.

338. If the application of this section adjusts the rate of pay of an employee in excess of the employee's immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount One Dollar ($1.00) biweekly in excess of the base rate of the supervisor's highest paid subordinate, provided that the applicable conditions for supervisory differential are also met.

339. Compensation adjustments are effective retroactive to the beginning of the current fiscal year or the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

Standby Pay

340. Nurses required by the Appointing Officer or designee to stand by when normally off duty to be constantly available for immediate service shall be paid fifty-percent (50%) of their regular straight time rate of pay, including all shift premiums and differentials for the period on standby. When such nurses are called upon to report to work during the period of such standby service, they shall be paid at the rate of time and one-half (1-1/2) their regular straight time rate of pay for time spent at work on callback, including all shift premiums and differentials; provided, however, that such nurses are guaranteed a minimum credit of three (3) hours work for each occasion for which they are called in not to exceed the total hours of the standby period. Nurses required by the Appointing Officer or designee to standby on holidays when they are normally off duty to be constantly available

for immediate service shall be paid seventy-five percent (75%) of their regular straight time rate of pay for the period on standby. The Appointing Officer or designee will review, upon request of the Union, the feasibility of using standby pay in specific areas of the Department.

(Neither the Call Back nor the Quality of Care Premium apply to P103 Per Diem Nurses)

Callback Pay

341. If an employee on call back resumes the employee's regular work schedule on the day after call back, and if the employee's regular schedule calls for the employee to come in within eight (8) hours after call back, the employee has the option to either not work or work at time and one-half until the employee has twelve (12) consecutive hours rest time. This provision may be waived on the request of said employees and the approval of the appointing officer or appropriate designated representative.

Quality of Care Premium

342. To compensate employees during heightened workload periods necessary to ensure appropriate levels of patient care, nursing professionals in Classes 2320 Registered Nurse, 2323 Clinical Nurse Specialists, 2325 Nurse Midwife, 2328 Nurse Practitioner, 2330 Anesthetist, and 2830 Public Health Nurse, shall be entitled to pay at a rate of time-and-one-half for any hours worked that impinge upon the industry standard of a 12-hour rest period between the end of one shift (including mandatory overtime or voluntary overtime worked in lieu of mandatory overtime) and the start of the next shift.

Health at Home On-Call Premium

343. Health at Home (HAH) is a program which provides an array of skilled health services for clients who have been referred by a provider for health care in the home.

344. HAH registered nurses (RN's) who have been assigned by the Department of Public Health to be available on-call outside of normal work hours shall receive three hours of pay at the Per Diem rate for each on-call shift assignment. An on-call shift assignment is defined as a 5 p.m. and 8 a.m. assignment (15 hours). If the RN is required to make a patient visit as a result of a patient call, the RN shall receive time and one half of the P103 rate for the period actually worked including travel and paperwork.

345. With approval of the designated administrator, the Nurse may elect to accumulate the on-call premium and convert it hour for hour to compensatory time off.

Weekends Off For Nurses

(Weekends Off For Nurses does not apply to P103 Per Diem Nurses)

346. Employees in Classes 2320 Registered Nurse, 2323 Clinical Nurse Specialist, 2330 Anesthetist, and 2830 Public Health Nurse shall receive a minimum of two weekends off each month. If any such employee is required to work three (3) consecutive weekends, the employee shall receive time and one-half on the third and succeeding consecutive weekends. Individual nurses have the option to waive this provision with two (2) weeks' notice for a specified period of time with the approval of the appointing officer or appropriate designated representative. Notwithstanding the provisions of

this agreement, in order to guarantee two (2) weekends off each calendar month, there shall be no restrictions on split days off.

347. Notwithstanding any other provisions of this agreement, employees in these classifications shall not work more than six (6) consecutive days if days off are split or eight (8) consecutive days if days off are not split. This provision may be waived upon the written request of the employee with the approval of the appointing officer or the designated representative.

348. The definition of the beginning and ending of the weekend are site-specific. By mutual agreement between the Union and the Department, the parties may change the definition of the weekend.

349. Effective February 1, 2017, for SFGH employees working twelve (12) hour shifts, the definition of the weekend will be Friday 7:00 pm through Sunday 6:59 pm for purposes of computing shift pay outlined in Article III Pay, Hours, and Benefits Weekend Premium, and in defining weekend shifts for employee obligations prescribed in Article III Pay, Hours, and Benefits in paragraph 346.

Weekend Premium
(Weekend Premium does not apply to P103 Per Diem Nurses)

350. A weekend schedule is defined as working two (2) separate shifts in the same weekend.

351. Nurses shall be paid a 5% premium above their base hourly wage, including shift differential, for all hours worked on the weekend.

352. This section is not intended to supersede the provision for time and one-half (1-1/2) for a third consecutive weekend or any succeeding consecutive weekends. Therefore, nurses volunteering to work three (3) out of four (4) weekends are not eligible for the time and one-half (1-1/2) premium.

353. Employees in Class 2330 Anesthetist shall be paid at time-and-one-half the employee's base hourly rate, which shall include a shift differential if applicable, for hours worked on a weekend.

Court Duty Compensation and Jury Duty

354. Any Registered Nurse required to appear in court, hearing, or deposition to give testimony directly related to the performance of the Nurse's job duties outside the Nurse'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 Registered Nurse directly related to the performance of the nurse's job duties shall be paid directly to the City where the nurse is compensated for such time by the City.

355. An employee shall be excused from work on a work day on which the employee serves jury duty, providing the employee gives prior notification to the supervisor.

356. 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.

357. 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.

358. The Appointing Officer or designee shall make reasonable efforts to assign to the day shift employees working swing or night shift for the duration of their witness or jury duty leave. Under no circumstances will a nurse be required to work either a PM or night shift immediately after witness or jury duty. The Appointing Officer or designee shall make reasonable efforts to assign a Monday through Friday schedule to employees working week-end shifts for all hours paid for the duration of their witness or jury duty leave. A nurse shall be compensated for the nurse's regular shift while the nurse is on witness or jury duty leave. Compensation for such leave shall be in accordance with Charter Section A8.400(g) and Civil Service Rules. Disputes regarding denial of witness or jury duty leave shall be resolved pursuant to Civil Service Leaves of Absence Rule, or addressed in the Grievance procedure.

359. Rape Treatment Center Nurses and Sexual Assault Nurse Examiners who are subpoenaed for courtroom testimony shall not be expected to be available to respond to new calls during the period of courtroom testimony.

Charge Nurse and Acting Assignment Pay

1. Charge Nurse Pay

360. Charge Nurses are accountable to the Nurse Manager (class 2322) or appropriate supervisor from the Nursing Department for the assumption of specific leadership responsibilities and patient care duties, as assigned. Charge Nurses coordinate all unit activities such as: work flow; facilitating patient admissions, discharges and transfers; monitoring unit activities, and other indirect patient care activities. Furthermore, the Charge Nurse acts as resource person to nursing staff and acts as a liaison to other units. Completion and execution of the performance evaluation remain the responsibility of the Nurse Managers.

361. Charge Nurses' responsibilities related to performance evaluations are not considered by the parties to be a basis to change the status of the Charge Nurse for purposes of bargaining unit representation.

362. At SFGH and LHH, such assignments shall be made for P.M., night, and weekend shifts when no management personnel is present on the unit.

363. Any registered nurse assigned to do work as a Charge Nurse, except to relieve the Charge Nurse during their meal or rest breaks, shall be paid a premium of 7.5% of the registered nurse's base hourly rate above the base hourly rate of pay for such hours actually assigned.

364. Public Health Nurses who are assigned to be Nurse of the Day shall receive Charge Nurse Pay.

365. The Health at Home Registered Nurse designated as "primary nurse" on weekend days shall be paid the Charge Nurse Premium.

2. Acting Assignment Pay
(Acting Assignment Pay does not apply to P103 Per Diem Nurse)

366. A nurse temporarily assigned by the Appointing Officer or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall be eligible to out of class pay after the tenth (10th) work day (within a sixty day period) of such an assignment, retroactive to the first (1st) day of the assignment. The nurse shall be paid at the salary step of the class to which the nurse is temporarily assigned which represents at least a 5% increase over the nurse's current base salary.

Preceptor and MERT Premiums

367. Preceptorship is an organized instructional program in which designated members of the existing RN staff facilitate the integration of newly employed or reassigned clinical RNs to their role and responsibilities in the assigned work setting. Additionally, Registered Nurses assigned to the Medical Emergency Response Team (MERT) provide clinical support, assistance and education to RNs assigned to Medical-Surgical or any inpatient or outpatient diagnostic or treatment areas covered by the MERT. Preceptorship programs entail a complete process of assessment and evaluation of the newly hired staff's competency. MERT Nurses provide clinical assistance and instruction to primary RN staff to assist in assessing and stabilizing patients.

368. A preceptor is an experienced and competent clinical RN, and a MERT RN is an RN trained and designated as competent in MERT practice. Both the preceptor and MERT RN function and serve as role models and resource persons to the preceptee or other staff when the MERT is called.

369. A nurse who moves into a new clinical position who requires acquisition of nursing knowledge and/or skills will be assigned a preceptor. The scope and duration of the training and preceptorship will be determined by the Nurse Manager according to the preceptee's individual needs.

370. Nurses who are designated by the Department of Public Health as a Preceptor, assigned to train nurses, or any other RN clinician who takes responsibility for the preceptee's training during clinical time, shall be paid a seven and one half percent (7.5%) Preceptor premium in additional to their base pay for any hours worked during which they are assigned to perform such duties. Additionally, RNs assigned to the MERT Team shall be paid a seven and one half percent (7.5%) preceptor premium in addition to their base pay for hours worked when assigned to perform MERT duties.

Class 2323 Clinical Nurse Specialist Pager Premium

371. Nurses in class 2323 Clinical Nurse Specialist shall receive a 5% premium above their basic hourly pay for all hours worked, if the Department of Public Health requires them, in writing, to carry and respond to a pager while off duty, after normal working hours. Nurses shall only be eligible for this premium during the period of the pager assignment.

Jail Health Services Premium

372. Beginning July 1, 2019, Permanent Civil Service 2320 Registered Nurses and 2328 Nurse Practitioners who are assigned to work in jails operated by the San Francisco Sheriff's Department shall be paid a new premium of one percent (1%) above their base hourly wage. Beginning July 1, 2020, the premium shall increase by one percent (1%) for a total premium of two percent (2%). Beginning July 1, 2021, the premium shall increase by one percent (1%) for a total premium of three percent (3%).

III.E. OVERTIME COMPENSATION

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

373. 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. Internal per diems who opt for this overtime will not, at their request, be required to report to their next scheduled shift.

374. 1. For employees regularly scheduled to work five (5) eight (8) hour shifts per week, any time worked under proper authorization of the appointing officer by a nurse in excess of the regular work day or eighty (80) hours per payroll period 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.

375. 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.

376. 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.

377. 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.

378. 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."

379. 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.

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

381. 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.

382. 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.

383. 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:

384. 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,

385. 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.

386. 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.

III.F. HOLIDAYS AND HOLIDAY PAY

(Section III. F., Holidays and Holiday Pay does not apply to P103 Per Diem Nurses, except as provided in Paragraph 391.)

387. Except as otherwise provided herein and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees: January 1, the third Monday in January (Martin Luther King, Jr.'s Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), the second Monday in October (Indigenous Peoples Day, Italian American Heritage Day), June 19 (Juneteenth), November 11, Thanksgiving Day, the Day after Thanksgiving, December 25, and 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, and, three additional holidays to be taken on days selected by the employee, subject to approval of the appointing officer. Both fulltime and part-time temporary employees must complete six (6) months continuous service before receiving the additional days, provided further, that all part-time temporary employees who are not regularly scheduled, but are employed on an "as needed", irregular, intermittent or other irregular basis are ineligible for the additional days.

388. Provided, further, if January 1, June 19, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday, except for employees on other than Monday through Friday.

389. In the event a legal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such a 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 Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

<u>Holiday Compensation for Time Worked</u>

390. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, except Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours pay for eight (8) hours worked or a proportionate amount for less than eight (8) hours worked, provided, however, that at the employee's request and with the approval of the appointing officer the employee may be granted compensatory time off in lieu of paid overtime.

391. *P-103 Per Diem Registered Nurses shall receive pay at time and one half for working on all legal holidays recognized by the City. P-103 per diem registered nurses shall not earn entitlement for the legal holiday.*

392. Ten (10) and twelve (12) hour shift employees shall receive full holiday compensation for the regularly scheduled shift worked on a holiday.

393. 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.

394. Management shall notify nurses of their need to request floating holidays and in lieu holidays on or before February 1. Nurses must request such holidays by March 1 of each fiscal year. Floating holidays and in lieu holidays will be assigned by the Department if not scheduled in accordance with these provisions. An employee may carry over no more than the number of floating holidays accrued in one year from fiscal year to the next fiscal year. The maximum floating holiday balance shall be no more than twice the number of floating holidays accrued in one year.

Holidays for Employees on Work Schedules Other Than Monday Through Friday

395. Employees assigned to seven (7) day operation departments or employees working a five (5) 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 required to work on a holiday which falls on a Saturday or Sunday 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. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by mutual agreement with the appointing officer within the current or next fiscal year.

396. If the provisions of this section deprive an employee of the same number of holidays than an employee receives who works Monday through Friday, the employee shall be granted additional days off equal to 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 holidays than an employee on a Monday through Friday work schedule.

397. The following provision only affects holidays if a holiday falls on regularly scheduled days off and another day in lieu is granted:

398. 1. In lieu holidays shall be requested within thirty (30) days before or after the holiday is earned, and must be taken in the fiscal year in which they were earned or in the next fiscal year. Nurses shall not be able to carryover unused in lieu holidays for more than one fiscal year.

399. 2. The request for in lieu time off must be submitted for the approval of the Director of Nursing or designated management representative two (2) weeks in advance of the day requested.

400. 3. In lieu days will be assigned by the Department if not scheduled in accordance with the procedures described herein.

Holiday Pay for Employees Laid Off

401. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive work days shall be paid for the holiday.

Employees Not Eligible for Holiday Compensation

402. Except as provided for in paragraph 350 (Holiday Compensation for Time Worked) persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period or persons employed on an intermittent part-time work schedule (not regularly scheduled) or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

Part-time Employees Eligible for Holidays

403. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays as provided herein on a proportionate basis.

404. Regular fulltime employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period; therefore, parttime employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ration of 1/10 of the total number of hours the employee is regularly scheduled to work in a biweekly pay period.

405. The proportionate amount of holiday time off shall be taken 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.

406. Except as set forth in the Employees Not Eligible for Holiday Compensation provision, employees who work on a holiday shall be entitled to Holiday Pay (HP) for all hours worked.

Holiday Scheduling

407. The Department of Public Health will use its best efforts to grant each Registered Nurse qualifying for paid holidays, Christmas or New Years off. The Department of Public Health will guarantee one of the three, Thanksgiving, Christmas or New Years off. If a nurse works both Christmas and New Years, such nurse has the option of having the nurse's regular day off before or after the holidays, unless the day requested is a Saturday or Sunday. Employees exercising this option shall waive the provisions of the Consecutive Work Days paragraph.

408. Nurses who work twelve hour shifts shall receive holiday pay for Christmas and New Year's for the period commencing at 7:00 p.m. on the eve of the holiday. In addition, Nurses who work eight-hour shifts at SFGH med/surg shall receive holiday pay for Christmas and New Year's for the period commencing at 9:00 p.m. on the eve of the holiday.

409. Jail Health Services nurses who work eight-hour shifts shall receive holiday pay for the period commencing at 10:00 p.m. on the eve of the holiday.

410. The Department of Public Health will use its best efforts to grant the nurse's first choice in accordance with seniority. Regardless of seniority, a nurse will be guaranteed the nurse's first choice at least once every three (3) years.

III.G. SALARY STEP PLAN AND SALARY ADJUSTMENTS

(With exception of the Appointment Above Entrance Provision, SECTION III. H Salary Step Plan and Salary Adjustments does not apply to P103 Per Diem Nurses)

411. Appointments to Registered Nurse positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.

Promotive Appointment in a Higher Class

412. A nurse who is a permanent appointee following completion of the probationary period or six (6) months of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Civil Service Commission shall have the nurse's salary adjusted to that step in the promotive class as follows:

413. 1. If the nurse is receiving a salary in the nurse's present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two (2) steps in the compensation range over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

414. 2. If the nurse is receiving a salary in the nurse's present classification which is less than the entrance step of the salary range of the promotive classification, the nurse shall receive a salary step in the promotive class which is the closest to an adjustment of seven and one-half (7-1/2%) above the salary received in the class from which promoted. The proper step shall be determined by the biweekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.

Provisional to Promotive

415. A provisional appointee who accepts appointment to a promotive position from a regular eligible list shall have the appointee's salary in the promotive appointment based on the salary in the appointee's regular civil service next lower rank position from which the appointee gained promotive eligibility, except as herein provided.

416. If the following conditions are met, the salary in the promotive appointment shall be not less than the salary received under provisional appointment:

417. 1. That the nurse was serving under provisional appointment for at least six (6) months immediately prior to accepting such regular promotive appointment.

418. 2. That the nurse received a salary above the entrance rate of the compensation schedule in the provisional appointment.

419. 3. That if the salary steps in the limited tenure class and the regular promotional class do not match, the nurse shall be advanced to the salary step in the compensation schedule nearest that received in the provisional appointment.

420. 4. Further increments in the compensation range in the regular promotive class shall be based on the date of permanent appointment to the regular promotional appointment.

Nonpromotive Appointment

421. When a nurse who is a permanent appointee, occupying a permanent position, following completion of the probationary period or six (6) months of permanent service, accepts a nonpromotive appointment in a classification having a higher salary range, the appointee shall enter the new position at that salary fixed for such class (including seniority increments) in the schedules of compensation which is immediately in excess of the salary which the employee received immediately prior to the employee's appointment to such position.

422. When such employee accepts a nonpromotive appointment in a classification having the same salary range, or a lower salary range, 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 range. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

Appointment Above Entrance Rate

423. Appointments shall be made at the following steps based upon the employee's years of Registered Nurse experience:

Step	Years of Service
1	0
2	1
3	2
4	3
5	4
6	6
7	7.5
8	10
9	15
10	20

424. The Department will provide a quarterly report to the Union containing the names of the employees in classifications covered by this Agreement who have been hired at Step 2 or above in the prior quarter, including the step at which each employee was hired.

Determination of Pay for Position Formerly Exempt

425. When a position in the municipal service has been exempt from the salary standardization provisions of the Charter and becomes subject thereto, or when a position becomes subject to the salary standardization provisions of the Charter through acquisition of a public utility, the salary of the employee holding such position shall be calculated by including credit for continuous paid or nonpaid service in the position immediately prior to its becoming subject to salary standardization.

Appointive Position

426. A nurse who holds an appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another appointive position with the same or lesser salary range, 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 Civil Service Commission.

Reappointment with Six (6) Months

427. 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 Adjustments

428. When an employee promoted to a higher classification during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same salary step during the prior fiscal year, the employee's salary shall be adjusted on July 1st of the new fiscal year to the rate the employee would have received had the employee been promoted in the prior fiscal year.

429. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.

430. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives through salary standardization a salary range higher than the salary range of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary the employee would have received had the employee remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Department of Human Resources rule governing reinstatements to the first vacancy in the employee's former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer of promotion from the employee's current classification or refused an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

431. The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which the employee is otherwise qualified, and which has a compensation schedule higher than the protected salary of the employee.

432. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this ordinance, provided that the salary shall not be less than the same step in the salary range the employee received in the immediately prior temporary appointment.

433. A temporary employee certified from a regular civil service entrance list who has completed six (6) months or more of temporary employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary schedule and to successive steps upon completion of the six (6) months or one (1) year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.

434. Permanent employee working under provisional appointment in other classifications or temporary appointments from eligible lists in other classifications shall have their salary adjusted in the provisional or temporary class when such employees reach their salary anniversary date in their permanent class.

Compensation Upon Transfer or Reemployment

435. 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.

436. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid a salary which included credit for actual time served, either permanent or temporary, in the class prior to the layoff.

437. When an employee (1) has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted, and (2) is subsequently laid off and returned to a position in an intermediate classification, the employee shall be placed at a salary step based upon actual permanent service in the higher classification, unless that salary step is lower than the step the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

438. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based

upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formally held on a permanent basis shall enter the new classification at the salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the employee will enter at 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 range of the new position.

439. Notwithstanding any of the other provisions of this ordinance, no employee working in a federally funded position shall be paid at a rate less than the established federal minimum wage if that is a condition upon receipt of the federal funds.

III.H. CHANGE IN STATUS

440. When a permanent nurse changes status from regular staff nurse (Class 2320) to Per Diem Nurse (Class P103), the nurse shall be appointed to the corresponding P-103 salary step.

441. If a nurse in a regular covered classification other than a Class 2320 nurse changes to an as-needed position in the same classification, the nurse shall be appointed in the corresponding salary step.

442. A P103 *Per Diem* Nurse who is appointed to a Permanent Civil Service nurse position shall be placed at the same salary step the individual occupied as a P103 *Per Diem* Nurse and shall retain their most recent salary step advancement date as a P103 *Per Diem* Nurse for purposes of salary step advancement in the Permanent Civil Service nurse position.

443. A nurse in any other non-Permanent Civil Service appointment (i.e., not P103 Per Diem Nurse) who is appointed to a Permanent Civil nurse position shall be placed at the same salary step the individual occupied in the as needed appointment and shall retain their most recent salary step advancement date for purposes of salary step advancement in the Permanent Civil Service nurse position.

<u>Dual Status Nurses</u>

444. 2320 Registered Nurses who are also employed as Per Diem nurses shall be appointed to the corresponding P-103 salary step.

445. If a nurse in a regular covered classification other than a Class 2320 nurse is also employed as an as-needed nurse in that same classification, the nurse shall be appointed in the corresponding salary step.

446. When a 2320 Registered Nurse receives a salary increment in the 2320 salary grade, the Registered Nurse shall receive the corresponding P-103 salary increment.

447. If a nurse in a regular covered classification other than a Class 2320 nurse receives a salary increment in that classification's salary grade, the nurse shall receive the corresponding salary increment.

III.I. SENIORITY INCREMENTS

(SECTION III. J. Seniority Increments does not apply to P103 Per Diem Nurses)

448. Registered Nurses shall progress through the salary steps based upon the following:

Step	Years at Step
1	0 years
2	1 year at Step 1
3	1 year at Step 2
4	1 year at Step 3
5	1 year at Step 4
6	2 years at Step 5
7	1.5 years at Step 6
8	2.5years at Step 7
9	5 years at Step 8
10	5 years at Step 9

Step Advancement for As-Needed Nurses

449. As-Needed Nurses shall advance to the next salary step in accordance with the provisions of Step Advancement for External P103 Per Diem Nurses.

Date Increment Due

450. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class, unless otherwise provided herein.

Exceptions

451. 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, leave for employment as an employee organization officer pursuant to CSC Rule 120.32, or industrial accident leave) for more than one-sixth (1/6) 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.

III.J. SENIORITY INCREMENTS/P103 PER DIEM NURSES

Step Advancement for External P103 Per Diem Nurses

452. *Per Diem Nurses shall progress through the salary steps based upon the following:*

Step	*Years at Step and Hours of Service*

1	*0 years*
2	*1 year at Step 1 and 1,000 hours of service*
3	*1 year at Step 2 and 1,000 hours of service*
4	*1 year at Step 3 and 1,000 hours of service*
5	*1 year at Step 4 and 1,000 hours of service*
6	*2 years at Step 5 and 2,000 hours of service*
7	*1.5 years at Step 6 and 1,500 hours of service*
8	*2.5 years at Step 7 and 2,500 hours of service*
9	*5 years at Step 8 and 5,000 hours of service*
10	*5 years at Step 9 and 5,000 hours of service*

453. *If a Per Diem Nurse does not complete the required hours of service within the required years at a step, the Per Diem Nurse shall advance to the next step upon completion of the hours of required service. A Per Diem Nurse shall not advance to the next step until both the years of service and the hours of service are met.*

Retiree P103 and As-Needed Nurses

454. *In the event that the City decides to hire a City retiree in a represented class, the retiree shall be placed at the former pay step if rehired into such classification. Employees in the Per Diem Nurse classification (P103) shall be subject to step increments covered by the Per Diem Nurse section of the MOU.*

III.K. SENIORITY AND SHIFT ASSIGNMENT/STAFF NURSES

(With exception of the P103 seniority conversion, SECTION III. L. Seniority and Shift Assignment/Staff Nurses does not apply to P103 Per Diem Nurses)

Seniority Defined

455. Seniority shall be defined as the total time in the same classification for the City.

Preservation of Seniority

456. Nurses who promote to a higher classification who later return to their prior appointment shall retain their seniority from their prior appointment.

SENIORITY UPON CONVERSION FROM P103 TO PERMANENT CIVIL SERVICE

457. *A P103 employee who converts to a permanent civil service appointment shall be granted seniority at seventy-five percent (75%) of hours worked in P103 status.*

458. *Time credited towards seniority does not impact Citywide seniority as described in the Civil Service Rules.*

Seniority for Purposes of Layoff

459. Seniority for purposes of layoff shall be governed by Civil Service Commission Rules.

Seniority for Purposes of Shift Assignment

460. A nurse at the Department of Public Health shall have no access to seniority for purposes of shift assignment for the first six (6) months of a voluntary new assignment to any unit. For purposes of this section, a new assignment does not begin until specialty training has been completed. A nurse shall have immediate access to seniority in cases of involuntary reassignment to any unit. Seniority shall be exercised only against vacancies when bidding for shift preference.

Guidelines for Shift Changes for Worksites with Multiple Shifts

461. First, by agreement among the nurses on the unit. If one nurse wants to change the nurse's shift, and the others agree, they shall be able to implement the change with the agreement of their immediate supervisor.

462. Second, by seniority on the unit. The nurses with least seniority provided they have adequate experience and ability, will change their shift if none of the others want to make such a change.

463. Shift assignments for a particular nurse may be changed without regard to seniority in accordance with the Developmental Plans provision of this Agreement.

464. Any deviation from these guidelines shall be a grievable matter.

Same-Day Use of Approved Time

465. Prior to any Inside or Outside Per Diem Nurse being cancelled for a full or partial shift, the Nurse Manager or Charge Nurse on the unit shall offer regular staff the opportunity to use accrued vacation, floating holiday or compensatory time off for the shift. The Nurse Manager will make best efforts to offer these opportunities on a rotational basis in order of seniority. The nurse must be available to confirm acceptance of the opportunity and that there is accrued leave or the opportunity will be offered to the next person.

Twelve (12) Hour Shifts (S.F. General Hospital)

466. Registered Nurses who work a twelve (12) hour shift, hold a 1.0 FTE position, and who are listed in Appendix B attached hereto shall be paid at the rate of time-and one-half (1-1/2) or if the employee so chooses accumulate compensatory time at the rate of time and one-half (1-1/2) only for the time worked in excess of eighty (80) and up to eighty-four (84) hours in a biweekly pay period. However, such agreement shall be effective only in those units where the Senior Hospital Associate Administrator, Nurse Manager and the Unit (i.e., a majority of RN's employed in the unit) agreed.

467. Should the Union find that the list in Appendix B is incomplete, it may submit additional name(s) to the Employee Relations Division of the Department of Human Resources. Should there be a dispute over whether one or more names should be added, such a dispute will be resolved through the grievance procedure.

(S.F. General Hospital Inpatient Nursing Department Only)

468. Before implementing new twelve (12) hour shift staffing patterns on units where regular eight (8) hours are in effect as of July 1, 2016, SFGH and the Union will follow the following procedures:

469. 1. Nursing Administration and the Union will agree upon a date for a meeting of all regular full - and part-time nurses on the affected nursing unit to discuss the implementation of a twelve (12) hour shift staffing pattern for that unit. A representative of the Union shall attend and participate in the discussion.

470. 2. Within seven (7) calendar days of the discussion meeting, Nursing Administration and the Union will agree upon a time for a secret ballot vote by all regular full- and part-time nurses on the affected unit. In no event will the vote be scheduled more than 14 calendar days after the meeting referenced in #1 above. The wording of the ballot will be subject to a mutual agreement between the Union and Nursing Administration. A representative of the Union will be present to assist in the vote tally. A 2/3 majority of the eligible staff voting in favor of the twelve (12) hour shift staffing pattern and agreement by the Nurse Manager of the unit and the Senior Hospital Associate Administrator will constitute approval of twelve (12) hour shift staffing for the unit.

471. 3. Provision for some nurses to work less than a twelve (12) hour shift on a unit voting in favor of the twelve (12) hour plan will be made if nursing administration, in its discretion, determines that the scheduling patterns can accommodate.

472. 4. If #3 in this section is not possible the Department shall reassign the nurse who is unwilling or unable to participate in a twelve (12) hour shift staffing pattern, to an available eight (8) hour shift vacancy for which the nurse is qualified within the Department, without regard to the provisions of Requests for Reassignments. In the event there are no eight (8) hour shift vacancies available, the nurse shall work the twelve (12) hour shift until an eight (8) hour position becomes available. If eight (8) hour shift staffing patterns are resumed in the original unit, any nurse so displaced shall be given the option to return to the unit the nurse left.

473. 5. For the purposes of a twelve (12) hour shift, day shift is from 7:00 A.M. until 7:30 P.M. and night shift is from 7:00 P.M. until 7:30 A.M. unless a different starting time is established based on the needs of a particular unit. Shift assignment will be based on seniority.

474. 6. A new vote will be held, upon request of 33% of eligible Registered Nurses at any time to rescind the twelve (12) hour staffing pattern. A 2/3 majority of eligible voters shall rescind the staffing pattern.

475. The election procedure in #2 shall apply. Rescission petitions may not be filed within nine (9) months of the previous election.

476. The Union recognizes that it is management's right to assign personnel in order to provide proper patient care. The Department shall not exercise this right in an arbitrary manner. This section shall apply only to shift changes within each facility.

<u>Shift Selection and Notice</u>

477. Effective February 1, 2017, the Department of Public Health agrees to the following process for shift scheduling in 24/7 Units with alternating work schedules:

478. 1. Scheduling will be for a minimum of a two (2) pay period block of time.
479. 2. Employees shall submit requests for schedules in accordance with unit practices at least twenty-one (21) calendar days before the schedule is posted.
480. 3. Schedules will be posted/made available to staff no later than fourteen (14) days prior to the start of the next scheduling period.
481. 4. Vacation requests will continue to be scheduled in accordance with Unit practices.

III.L. SENIORITY AND SHIFT ASSIGNMENT/P103 PER DIEM NURSES

482. *A Per Diem Nurse is a Registered Nurse employed by the City and County on an intermittent, temporary basis in order to augment staffing needs caused by, but not limited to, increased census, leaves of absence, vacant positions, sick leave and increased acuity. Per Diem Nurses do not receive fringe benefits, including but not limited to paid sick leave pursuant to Section 12W of the Administrative Code of the City and County of San Francisco, but receive an amount in lieu of said benefits. Per Diem Nurses shall abide by the Per Diem policy of the Department of Public Health. The Department of Public Health agrees to notify the Union, and to meet and confer, when appropriate, regarding proposed changes in Per Diem policies.*

Definitions

483. *1. Inside Per Diem: P103 Per Diem Nurses who are also employed in another Registered Nurse classification covered by the Staff Nurse MOU (2320, 2323, 2328, 2330, 2830). This category of Per Diem has also been known as "Rule 29" Per Diem. Newly-hired Permanent Civil Service (PCS) Registered Nurses may elect a P103 appointment upon successful completion of probation. An external P103 Per Diem Nurse who is hired into a PCS Registered Nurse position in that same unit where the P103 is already working will retain the P103 Per Diem Nurse's existing P103 appointment and will not be required to wait until completion of probation in order to work as a P103.*

484. *2. Outside Per Diem: A Per Diem Nurse who holds no other appointment as a Registered Nurse in the Department of Public Health.*

485. *3. Prescheduled Shifts: Pre-scheduled shift is defined as confirmation of a specific shift assignment, for a specific day and nursing unit in accordance with established scheduling practices.*

486. *4. Short Call Shifts: Short call assignment is defined as confirmation of a specific shift assignment in a time frame proximal (e.g., up to 48 hours before the shift) to the shift.*

487. *5. Unit: A work unit which hires and maintains its own pools of Per Diems and maintains its own Per Diem seniority roster.*

Utilization of Outside Per Diems versus Inside Per Diems

488. *Prescheduling of P103 Per Diems in a unit will occur in the following order of preference:*

1. Inside Per Diems whose regular RN appointment is in that unit.

2. Inside Per Diems who have a regular RN appointment anywhere in DPH and who are qualified and oriented.

3. Outside Per Diems who are qualified and oriented.

489. *Units: The work units which hire and maintain their own separate pool of Per Diems and maintain their own Per Diem seniority roster are as follows, but not limited to:*

1. SFGH: each nursing unit (excluding Psych.).

2. SFGH Department of Psychiatry: subject to different minimum qualifications.

3. Jail Health Services: each jail is a separate unit.

4. LHH (The P103 pool will be house-wide and seniority within the Unit will be determined by citywide certification date).

5. Primary Care (Hospital-based): each clinic is a separate unit.

6. Primary Care (Community-Based) Health Centers: All health centers together constitute one unit provided that inside per diems have preference for prescheduled per diem shifts at the health center where they are regularly employed. Outside P103's will only be assigned to a health center to which they have been oriented, except in a critical staffing situation.

7. Special Programs for Youth

8. Tom Waddell Clinic

9. Ward 93 Opiate Treatment Outpatient Program (OTOP), SFGH

490. *Seniority: Seniority is defined as follows:*

1. Inside Per Diems: First date of hire in the City in a Staff Nurse classification covered by the MOU (not date of hire as P103).

2. Outside Per Diems: First date of hire in current appointment anywhere in the CHN.

When changing work areas from one where a per diem nurse has been deemed competent to a new area, a nurse shall have no access to seniority for the first six months.

Scheduling Procedures

491. *Preassignment will be made in rank order of seniority in each area. The most senior nurse may use seniority to schedule a maximum of three preassigned twelve-hour shifts, or forty hours of*

preassigned shifts in a pay period. In order of seniority, each nurse then exercises seniority using the same formula, until all available shifts are preassigned.

492. *Each calendar year, the Department will track the shifts filled by External P103s through the pre-assignment scheduling procedures. At the end of each calendar year the Department will make the information available to the Union. The parties will discuss the usage of External P103s in the Joint Labor Management Committee meetings.*

493. *Sign-up dates for each scheduling period will be posted on the planning sheets. Using the order of preference rule as outlined here, all shift availability must meet the posted date. Once the schedule is posted, nurses regardless of their seniority, cannot unilaterally cancel a nurse with a lower seniority status and take the shift. After this date, there will be no changes in the Per Diem's shifts except through the cancellation/self-cancellation procedures, or except by mutual agreement between the parties.*

494. *A Per Diem Nurse scheduling system shall be made available by LHH Nursing Administration to the Union for review each fiscal year, upon request.*

Short Call Assignment

495. *Short call assignment is defined as confirmation of a specific shift assignment in a time frame proximal (e.g., two hours before the shift) to the shift. The Per Diem Nurse will provide a written list of times the Per Diem Nurse is available to work shifts which are not preassigned, but short call. A list of available nurses, or 'short call' list, will be kept by staffing personnel and seniority will prevail for such 'short call' assignment. The Per Diem Nurse must be immediately available to confirm the assignment or the Per Diem Nurse will be bypassed for that assignment.*

Cancellation

496. *1. Except as set forth below, cancellation of assignments in each area will be done in inverse order of seniority within the units to which the nurse is oriented.*

497. *2. Selected areas at SFGH have high census fluctuations, and frequent cancellations (e.g., Critical Care, NICU, Family Birth Center and ED). In these areas, cancellations will be done on a rotational basis in inverse order of seniority. Records of cancellations will be kept for review by the Monitoring Committee.*

Per Diem Shift Cancellation

498. *A Per Diem nurse whose shift is cancelled less than one and three-quarters hours prior to the start of the scheduled shift will be paid two (2) hours at the nurse's base rate. Each nurse will maintain one current phone number at which the nurse may be reached to confirm/cancel shifts, or if not accessible at the current number the nurse must call the correct staffer for shift confirmation two hours to one and three-quarters hours prior to the scheduled shift.*

499. *A prescheduled per diem nurse who has not been cancelled and reports to work to find that the nurse is no longer needed for the original assignment, will be reassigned to an area within the nurses competence and given no less than four hours' work.*

III.M. HEALTH INSURANCE

1. HEALTH INSURANCE

Employee Only/"Medically Single"

500. For "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City's premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution", one hundred percent (100%) of the premium.

501. For "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan.

Dependent Coverage

502. The City's contributions for dependent coverage shall be as follows:

Employee Plus One:

- For employees with one dependent who elect to enroll in the lowest cost medical plan, the City shall contribute ninety-five percent (95%) of the total employee plus one premium.

- For employees with one dependent who elect to enroll in the second highest cost medical plan, the City shall contribute ninety percent (90%) of the total employee plus one premium.

- For employees with one dependent who elect to enroll in the highest cost medical plan, the City shall contribute fifty percent (50%) of the dependent coverage portion of the premium, plus the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2).

Employee Plus Two or More:

- For employees with two or more dependents who elect to enroll in the lowest cost medical plan, the City shall contribute ninety-five Percent (95%) of the total employee plus two premium.

- For employees with two or more dependents who elect to enroll in the second highest cost medical plan, the City shall contribute ninety percent (90%) of the total employee plus two premium.

- For employees with two or more dependents who elect to enroll in the highest cost medical plan, the City shall contribute fifty percent (50%) of the dependent coverage portion of the premium, plus the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2).

2. HEALTH INSURANCE /P103 PER DIEM NURSES

503. *Subject to approval of the Health Services Board and to the extent permitted under the Charter, per diem nurses may become members of the System, provided that the cost of membership shall be paid by the nurse without contributions from the City and County. Per Diem nurses may initiate payroll deductions for the purchase of health plans offered by the Union.*

III.N. DENTAL INSURANCE

(SECTION III.O. Dental Insurance does not apply to P103 Per Diem Nurses)

504. The City shall provide family dental coverage to all represented employees through the term of this Agreement. Such coverage shall be provided through the City's Health Service System.

III.O. BENEFITS WHILE ON UNPAID STATUS

(Section III. P. Benefits While on Unpaid Status does not apply to P103 Per Diem Nurses)

505. The City will cease payment of any and all contributions for employee health insurance and dental benefits for those employees who remain on unpaid status in excess of twelve (12) continuous weeks, with the exception of approved sick leave, workers' compensation leave, family care leave, or mandatory administrative leave. Following expiration of the employee's family care leave, the employee may request personal leave due to hardship (pursuant to the procedures of the Department of Human Resources). Paid benefits shall continue during this approved personal leave. In addition, the Department will continue payment of all regular contributions for employee health and dental benefits for an employee on a holdover list during the time period that the employee verifies that the employee does not have alternative health care coverage. The verification process shall be established by the Department of Human Resources and the Union.

III.P. LONG TERM DISABILITY

(LTD)*(Section III.Q. Long Term Disability (LTD) does not apply to P103 Per Diem Nurses)*

506. The City shall provide at its own cost to employees with six (6) months continuous service (excluding per-diem nurses) a Long Term Disability (LTD) plan 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 receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

III.Q. RETIREMENT CONTRIBUTION

507. Employees will pay the full employee's mandatory contribution to SFERS.

For informational purposes only

508. *This section applies to those P103 Per Diem Nurses who became members of the San Francisco Employees Retirement System prior to January 1, 1988 and who elected to include compensation for per diem nursing as compensation for retirement purposes in accordance with Charter Section A8.506-4.*

III.R. TIME OFF FOR VOTING

509. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time as will allow time to vote, in accordance with the State Election Code.

III.S. LONGEVITY LEAVE

(SECTION III.T. Longevity Leave does not apply to P103 Per Diem Nurses)

510. Registered Nurses employed to work .4 FTE or more shall be granted paid longevity leave days to be taken on days selected by the employee subject to conformity with the Charter and approval of the appointing officer and not subject to carryover as follows:

511. After two (2) years' continuous permanent service, one (1) leave day for Registered Nurses employed to work .8 FTE or more. For Registered Nurses employed to work between .4 FTE up to .8 FTE, leave days shall be calculated on a pro-rata basis.

512. After five (5) years' continuous permanent service, two (2) leave days for Registered Nurses employed to work .8 FTE or more. For Registered Nurses employed to work between .4 FTE up to .8 FTE, leave days shall be calculated on a pro-rata basis.

513. After seven (7) years' continuous permanent service, four (4) leave days for Registered Nurses employed to work .8 FTE or more. For Registered Nurses employed to work between .4 FTE up to .8 FTE, leave days shall be calculated on a pro-rata basis.;

514. After ten (10) years' continuous permanent service, six (6) leave days for Registered Nurses employed to work .8 FTE or more. For Registered Nurses employed to work between .4 FTE up to .8 FTE, leave days shall be calculated on a pro-rata basis.

515. "Continuous" employment status shall resume upon return to .8 FTE status or more following a leave of absence. In such cases, the time spent on leave or shall not be counted as service time for purposes of the Section.

III.T. VACATION SCHEDULING

(SECTION III.U. Vacation Scheduling does not apply to P103 Per Diem Nurses)

516. Except as provided herein, vacation shall be scheduled by mutual agreement of the nurse and the Appointing Officer or designee. In the event of conflicting requests from nurses, the matter shall be resolved in favor of the nurse having the greatest seniority as that term is defined herein. A nurse shall have no access to seniority for purposes of vacation bidding for the first six (6) months of a voluntary new assignment to any unit. A new assignment does not begin until specialty training is competed, but loss of access to seniority shall not be for more than one (1) year. In cases of involuntary reassignments, the department shall attempt to reasonably accommodate previously approved vacations.

517. In the event that vacation scheduling by mutual agreement is impractical due to the size of the facility or the size of the scheduling unit or other reasons, the following procedure shall apply. Twice a year, at times established by the Appointing Officer or designee, any nurse may submit up to three (3) choices of preferred vacation for the subsequent six (6) month period. The Appointing Officer or designee shall approve such choices based on the nurse's seniority as provided herein. Regardless of seniority, a nurse will be guaranteed the nurse's first choice at least once every two (2) years. The Appointing Officer or designee shall make available a list of approved vacations no later than six (6) weeks following the end of the designated month in which vacation requests were due. Any nurse who fails to submit a choice or choices or any newly hired nurse who misses the signup period shall schedule vacation by mutual agreement with the Department, provided that such mutually agreed vacation schedules shall not supersede vacation scheduled by submission.

518. Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances. Nurse managers shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such requests is to reduce accrued vacation leave so that the employee will not lose such time due to the vacation accrual cap.

III.U. CHILDCARE

Dependent Care Assistance Program (DCAP)

519. The City agrees to maintain the Dependent Care Assistance Program (DCAP).

520. The Mayor and the Department of Public Health will provide technical assistance in seeking funds, developing proposals, cost estimates and developing affordable, quality child care options. Those options include: affordable on-site child care, family day care, joint legislative proposals, potential joint public and private funding sources.

521. In order to ensure enhanced recruitment and retention of hospital staff and to make child care more accessible and affordable to all hospital and City employees, the City will set aside $100,000 on July 1, 1989 and $100,000 on subsequent anniversary dates for the term of this MOU (such funds to be cumulative) to be spent on a permanent child care project for DPH employees to be developed in coordination with the City-wide Joint Child Care Committee and the Mayor's Office on Child Care, including management and Union members for the hospitals and the Department of Public Health. Effective July 1, 2003, the monies that have been set aside for childcare from July 1, 1989 through June 30, 2003 shall be returned to the general fund and used to fund wage improvements agreed to by the parties from July 1, 2003 through June 30, 2005. Commencing July 1, 2003, subsequent monies set aside for childcare and not spent shall immediately be placed in an interest bearing account. The principal and interest shall be available to be spent for the permanent childcare project.

522. Notwithstanding the above, the parties have agreed in May, 2009 that all monies that have been and will be set aside for childcare from July 1, 2003 through June 30, 2012 shall be returned to the general fund. Thereafter, subsequent monies set aside for child care and not spent shall be handled as provided in the foregoing paragraph.

523. The parties agree to begin meeting within ninety (90) days of ratification of the MOU to discuss the details of opening a childcare center and will issue the RFP no later than July 1, 2018. The parties understand the City will have to comply with relevant legal, regulatory and administrative requirements prior to opening the childcare center.

524. The City and the Department of Public Health shall designate space on the SFGH campus for the operation of a child care center, and this will be included in future SFGH Space Planning. Subject to the City's contracting approval procedures and after consultation with the Union, the City will put out a Request for Proposal for an operator for this childcare center. However, nothing in this section (III.V.) shall make the RFP, any resulting contract, or any aspect of the City's bidding and contracting process subject to the grievance process.

525. The City shall begin implementation of the mutually recommended project as soon as practical in accordance with a timeline set by the Committee. The Director of the Mayor's Office of Child Care will continue to work diligently with the child care committee to locate all possible sources of funding to enhance child care opportunities for City employees.

526. The City also agrees to discuss with the Union increasing the contribution level to the childcare project as well as the provision of services, such as security, food, laundry, housekeeping and utilities.

527. The Director of the Department of Public Health shall by July 1, 1989 appoint one management representative and one alternate to the Joint City-wide Child Care Committee who will regularly attend all meetings.

<u>Child Care Referral Fair and Enhanced Referral Package</u>

528. On or before September 30, 1989, the City shall coordinate, present and make available to departmental employees a two week child care referral fair. The Department of Public Health will appoint one person from San Francisco General Hospital and one person from Laguna Honda Hospital to work with the Joint Child Care Committee and the Mayor's Office to plan the full scope of the referral fair. The purpose of the fair shall be to inform departmental employees of child care services available near their work site or home. After the fair, an enhanced child care referral package shall be provided to departmental employees who used the referral service. An appropriate follow-up report will be issued.

529. The City agrees that two of the union members of the Childcare Study Committee established in the SEIU 1021 MOU (formerly known as the "tri-local", 1021/250/535) for 1985-87 may be SEIU 1021 Registered Nurse bargaining unit members and that the total number of union members may be expanded from five to six. One nurse may be appointed from SFGH and one from LHH. Release time to attend committee meetings during regular work hours shall require approval of the Department and shall be based upon reasonable staffing requirements.

Volunteer/Parental Release Time

530. Represented employees shall be granted paid release time to attend parent teacher conferences of two (2) hours per semester.

531. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

III.V. MATERNITY/CHILD CARE LEAVE

(SECTION III.W. Maternity/Child Care Leave does not apply to P103 Per Diem Nurses)

532. Maternity leave is the right of every Registered Nurse in accordance with Civil Service Commission Rules. Attached for informational purposes is the Civil Service Commission Leaves of Absence Rule dealing with leaves of absence (general requirements) and sick leave.

533. The starting date for maternity leave is a decision of the Registered Nurse and the doctor.

534. The return date from maternity leave is a decision of the Registered Nurse and the doctor.

535. The Registered Nurse has the right to include vacation time in maternity leave (sick leave) and/or childcare leave.

536. In accordance with current Civil Service Commission Rules, permanent nurses who have completed the probationary period and who have one (1) or more years of continuous service in any status may be granted up to one (1) year of Child Care Leave when becoming a parent of a newly born child or legally adopted child up to the age of five (5) years. Such leave may be in addition to sick leave. Requests for Child Care Leave are subject to the approval of the Appointing Officer or designee. Denial of Child Care Leave is appealable as provided in Commission Rules.

537. When the Registered Nurse returns to work from maternity/child care leave, the Nurse will be reinstated in the Nurse's original job (same location and shift) if the Nurse returns within twelve (12) months of the start date of the Nurse's maternity/child care leave. If the Nurse returns past this period and loses the Nurse's original location and shift, the Nurse shall have first option when an opening occurs at the original location and shift. This paragraph does not create a new category of leave, nor guarantee the Nurse any specific leave period.

Adoption

538. The City will reimburse nurses for qualified expenses for the adoption of a foster child from San Francisco County. Qualified expense shall include extraordinary expenses required to be incurred by the nurse during the first year after the adoption, subject to mutually agreed upon procedures. Reimbursement for qualified expenses shall not exceed eight thousand (8,000) dollars per adopted

child. This program shall be a two-year pilot program subject to renewal by mutual agreement following evaluation of the costs of the program, the savings realized from the placement of foster children in adoptive homes, degree of participation by nurse, and other relevant factors. The parties shall develop mutually agreeable procedures to administer the pilot program. Monies to reimburse nurses for qualified expenses shall be drawn from the interest income in the child care fund.

III.W. REQUESTS FOR VOLUNTARY REASSIGNMENTS

539. The Department shall provide weekly electronic notifications to all nurses of vacancies in covered classifications. Such vacancies shall be posted online for fourteen (14) calendar days. Full-time and part-time Permanent Civil Service employees who have passed their probationary period may request reassignment to available positions in their classification. The postings shall be a summary of approved vacant positions, which will include job title, location, shift, FTE, qualifications, selection criteria, and contact person.

Process for Reassignment

540. Permanent nurses who have passed their probationary period may request reassignment to another vacant position in their job classification during the posting period. The City agrees to retrain permanent nurses who request and who are accepted for reassignment. All employees seeking reassignment who meet the minimum qualifications and selection criteria of the applied-for specialty will be considered for reassignment prior to hiring from an eligible list. The Department will select RNs who requested reassignment during the posting period for reassignment based on selection methods appropriate for the position including, but not limited to, licensure, certification, interview scores (top scores are selected), minimum qualifications, and seniority. The Department shall pass over a nurse who has received a final disciplinary action of suspension-level or higher within the prior three (3) years or is currently on a developmental plan. Absent mutual agreement, an employee may not be reassigned pursuant to this Requests for Voluntary Reassignments provision more than twice in a two (2) year period. After the expiration of the posting period, the Department has the option to offer reassignment to nurses in the bargaining unit or to use any other means permissible under Civil Service rules.

541. This provision does not supersede the provisions of Seniority and Shift Assignment/Staff Nurses in Article III.

Selection Criteria

542. Registered Nurses requesting reassignment to another position must meet the qualifications for the position and the criteria for selection. Subject to the preceding sentence, nurses shall be deemed qualified to apply for re-assignment to any position open to a new graduate nurse. In cases where applicants possess equal qualifications, based on selection criteria, seniority shall apply. In determining reassignment within a unit, seniority shall be a primary factor.

Order of Selection

543. When filling vacant nursing positions, the City agrees to give first priority to permanent Registered Nurses requesting reassignment within the unit, second priority to permanent Registered Nurses

requesting reassignment within the facility, and third priority to permanent Registered Nurses who apply for positions in another facility or division within Department of Public Health.

Per Diem Nurses Class P103 and Exempt Nurses

544. *Per Diem Nurses and exempt nurses must pass the Civil Service examination and attain eligibility on an eligible list in order to receive a permanent appointment and to be eligible for reassignment.*

SFGH and Laguna Honda

545. SFGH and Laguna Honda agree to post notices of assignment opportunities for represented classifications as specified in this Agreement, outside of direct patient care, that become available from time to time. These work assignments, within a Unit, may be short term in nature or on-going. Out of Class Assignments are not posted. Permanent employees will be considered for such positions ahead of P103s.

546. In the event there is an opportunity for a 0.5 FTE or greater Non-Direct Patient Care Assignment available for employees within the facility, the assignment will be posted for all employees in an eligible classification at that facility.

547. The intent of this section is to allow all employees represented through this Agreement to be considered for the assignment opportunity and for such employees to be able to try different work. Examples of these assignment opportunities are: project work to update computer records or to work on quality assurance projects in order to compile reports.

Community Clinics and Public Health

548. Employees in classifications represented through this Agreement assigned to Community Clinics and Public Health will be notified of all 0.5 FTE or greater assignments in such locations that are temporary in nature and that last longer than two (2) weeks, and thus not covered by the Reassignment Process in Article III Requests for Voluntary Reassignments. Permanent employees will be considered for such positions ahead of P103s.

Position Elimination Due to Reorganization or Other Operational Causes

549. This provision does not supersede the provisions of Seniority and Shift Assignment/Staff Nurses.

Reassignments Due to Position Elimination/Consolidation of Services

550. If the Department of Public Health eliminates bargaining unit positions, the Department shall provide the Union thirty (30) days advance knowledge of implementation provided the Department has thirty (30) days knowledge of the proposal to eliminate positions. In cases where the Department is not given thirty (30) days' notice, the Union will be notified as soon as feasible. Upon the request of the Union, the parties will meet and confer over the impacts of the decision to eliminate positions. Any resulting involuntary reassignment will take place not less than thirty (30) days after the Department has notified the Union of the proposal to eliminate positions. The parties will review the list of vacant positions with approved requisitions, budgeted FTE's, and usage of employees in As-Needed, P103 and Traveler/Registry categories and to discuss the mechanism by which nurses will be assigned.

551. The Department will endeavor to reassign employees so displaced to available vacancies for which they may be qualified. If there is no agreement, an appeal may be made to the DPH Human Resources Director.

552. Reassigned Nurses must meet the qualification and criteria for selection to the position to which reassigned, or the relevant training program. Subject to the preceding sentence, nurses shall be deemed qualified for re-assignment in any position open to a new graduate nurse.

553. Any displaced and reassigned Nurse shall be entitled to reasonable training and/or a reasonable orientation and/or preceptorship period, which will be determined by the Department and Nurse's qualifications. During this time of training, orientation, or preceptorship, the nurse must demonstrate that the minimum competencies for the position are being met. This right to be retrained and precepted for any vacant position shall not apply to specialty care units, i.e. L&D, OR, ICU, PACU, ED.

554. During the first four (4) months of the first reassignment, if the Nurse determines that the placement is unsuccessful, the Nurse will have the one-time option to submit a request for another reassignment from the available vacancy list. This provision is not intended to limit the Department's right to reassign.

555. Subject to operational needs, the Department agrees to make reasonable efforts to accommodate nurses who work part-time schedules.

556. Any nurse who is designated for layoff or reassignment may request to maintain a P103 or as-needed position in the nurse's original work location, and shall be considered for P103 or as-needed work as available, per Section III.K (1) of the MOU.

557. For informational purposes only, the Civil Service Commission Rules provide that a permanent employee in a promotive classification, who is subject to layoff and has no reinstatement rights to an underlying classification, may request "a deemed promotive" appointment to a classification for which the employee is qualified and in which there are vacancies. Upon recommendation of the Director of the Department of Human Resources, the request will be forwarded to the Civil Service Commission for action. This procedure is within the exclusive jurisdiction of the Civil Service Commission.

558. The provisions of the Reassignment due to Position Elimination section are subject to the Grievance Procedure only to the extent that there is an allegation that the City has failed to comply with the procedures contained herein.

III.X. MUNICIPAL TRANSPORTATION AGENCY PASSES

1. Staff Nurses

559. The City agrees to obtain sufficient MUNI passes from the San Francisco Municipal Transportation Agency for employees required to move from one City location to another during normal working

hours. It is understood that these passes are to be used by employees only during normal working hours and while on City business.

2. Per Diem Nurses

560. *If per diem nurses are required to move from one City location to another during normal working hours, they shall have access to Municipal Railway passes as necessary.*

III.Y. STAFF NURSE EXPENSES ALLOWANCE

1. Staff Nurses

561. Registered Nurses, excluding "as needed" nurses, shall be paid an annual Staff Nurse allowance for job-related expenses of two hundred fifty dollars ($250.00) no later than December 1 of each year. Nurses must have worked since March 1st of the year for which the allowance is to be paid to be eligible for the Staff Nurse allowance on December 1.

2. Per Diem Nurses

562. *Per diem nurses shall have access to scrub uniforms in those clinical areas where they are available to staff nurses.*

SFGH Scrubs

563. The City will provide three (3) sets of generic scrubs to all current and new employees at SFGH who are covered by the uniform policy. SFGH will determine color, quality, and the vendor after consultation with the Union. Employees will be responsible for replacement scrubs. If possible, SFGH will offer the vendor contracted price of required scrubs for purchase of replacements. The parties will meet and confer over a written uniform policy at SFGH before implementation.

III.Z. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

1. Staff Nurses

564. The City agrees to continue the enrollment of Registered Nurses covered by this MOU in the State Disability Insurance program. The payment of sick leave pursuant to the Leaves of Absence Rule of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of the employee's accumulated sick leave with pay as will approximately equal, but not exceed, the regularly biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

565. The City agrees to continue participating in the State Unemployment Insurance program as long as applicable laws so require.

566. At the request of the Union, the City shall, together with the Union, approach the Controller and/or other parties of interest to seek a resolution to the problem of late reporting to the SDI program which may adversely affect employee benefits under the Program.

2. Per Diem Nurses

567. *Upon proper notification from the Union, the City shall cause all employees covered by this agreement to be covered by State Disability Insurance, the cost of which coverage is to be borne by the individual employee.*

III.AA. PAID SICK LEAVE ORDINANCE

568. San Francisco Administrative Code, Chapter 12W Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.

III.BB. LIFE INSURANCE

(*SECTION III.CC. Life Insurance does not apply to P103 Per Diem Nurses)*

569. Effective January 1, 2017, upon becoming eligible to participate in the Health Service System under San Francisco Administrative Code Section 16.700, the City shall provide term life insurance in the amount of $50,000 for all employees covered by this agreement.

ARTICLE IV. TRAINING AND CAREER DEVELOPMENT

IV.A. EDUCATIONAL OPPORTUNITIES

(SECTION IV.A. Educational Opportunities does not apply to P103 Per Diem Nurses)

570. The Health Department shall establish a system to notify on a regular basis nurses in each facility of pending educational opportunities known to the Department. Such a system is subject to review by the Union.

1. Special Educational Leave for Health Personnel

571. Each fulltime and regularly scheduled part-time nurse shall be allowed a maximum of forty (40) hours educational leave with pay per fiscal year or a prorata share thereof to complete programs approved by the California Board of Registered Nurses for Continuing Education Units or Continuing Medical Education or are necessary to achieve the particular classification's recertification or relicensure and professional nursing development and education. Each fulltime and regularly scheduled part-time nurse in Class 2330 Nurse Anesthetist shall be allowed a maximum of eighty (80) hours of educational leave with pay per fiscal year or a prorata share thereof to complete programs approved by the California Board of Registered Nurses for Continuing Education Units or Continuing Medical Education or are necessary to achieve the particular classification's recertification or relicensure and professional nursing development and education.

572. The Department shall grant every Registered Nurse forty (40) hours of educational leave per fiscal year subject to the reasonable staffing requirements of the Department. Requests for educational leave are subject to approval by Nursing Administration or other appropriate administrator, and shall be submitted in writing on the proper form one (1) month in advance of the course date when possible. Approval or disapproval of requests for educational leave shall be based only on the reasonable staffing requirements of the Department. A nurse may carry over up to twenty (20) hours of educational leave to the following fiscal year, provided that the total accumulated educational leave may not exceed sixty (60) hours per fiscal year. Preference for granting requests for educational leave shall be given to the employee having the earliest relicensure date. Nursing administration will seriously consider staff nurse requests for unpaid educational leave. Nurses may request the opportunity to conduct research in nursing specialty areas. The subject content of the research and the scheduling of release time shall be subject to the approval of the Department. Adequate proof indicating successful completion of the course shall be submitted to the designated supervisor, if requested, within a reasonable period (but not to exceed three months) following the end of the course. Failure to submit such requested proof shall be just cause for rescinding approval for Educational Leave and recording the nurse's time as Absent Without Leave for the period.

573. Attendance, including reasonable travel time, shall count as educational leave with pay. If attendance at such functions, including reasonable travel time, occurs on a normal workday and the nurse can report for at least four (4) hours of the nurse's regularly scheduled shift, the nurse shall report to duty if so directed by the nurse's supervisor. If the nurse is unable to report for at least four (4) hours of the nurse's regularly scheduled shift or the nurse's supervisor directs that the nurse not report to work, the entire shift shall be charged against educational leave. Nurses who are regularly assigned to the evening or night shift will be excused from all or part of their next regularly scheduled shift on the same basis, provided that such nurses may accumulate such educational leave

time until the nurse has accumulated the equivalent of a full shift. At that time the nurse will have equivalent paid time off at the mutual convenience of the Department and the nurse.

2. Mandatory Class Scheduling and Testing

574. The Department of Public Health will make every effort to schedule mandatory classes, unit-based educational classes, CPR, and other recommended classes during the nurses' work hours. Nurses will be released from their regular work duties during work hours to complete such employer mandated classes. With prior approval, nurses who are not released from their regular work duties during scheduled work hours to complete employer mandated classes will be assigned to complete such classes outside of their regularly scheduled work hours.

575. The City shall pay for all mandatory classes. This shall not be considered part of the nurses annual tuition reimbursement allowance. Additionally, DPH will make every effort to schedule flu shots, mandatory safety testing for TB and mask fitting during the nurses' regular work hours. Nurses' work hours may be changed for the specific purpose of attending such classes when classes cannot be scheduled within a normal work shift without extended interruption of patient care.

576. Nurses are required to maintain current licenses and certifications (e.g., CPR/BLS reeducation). Nurses who do not attend Department offered courses may request tuition reimbursement, use of paid Educational Leave, or other paid time off to attend outside classes.

577. Nursing Administration may assign a Registered Nurse to attend an educational course or training that is relevant to the nurse's job responsibilities inside or outside the facilities during the nurse's normal working hours. The nurse shall be paid at the nurse's regular rate while so assigned. Courses which the employee is required to attend by the Department shall be free of charge to the nurse. Nurses may elect to utilize up to eight (8) hours of educational leave for a Pre-Retirement seminar offered by the SFERS, or to attend a union sponsored training class on matters pertaining to this collective bargaining agreement. Nurses may also elect to utilize up to sixteen (16) hours annually of educational leave to prepare for certification or recertification as bilingual.

3. Nursing Education Program

578. The Department of Public Health will operate the Nursing Education Program at the level of $50,000 annually. Unused funds shall not be carried forward to the next fiscal year.

579. The Union shall designate one (1) Union representative to assist with developing and implementing the Nursing Education Program. The representative shall be granted up to twelve (12) hours of paid release time per fiscal year to prepare for the training sessions offered as part of the Nursing Education Program.

4. Tuition Reimbursement

580. The City agrees to allocate Four Hundred Thousand Dollars ($400,000) per fiscal year to the Tuition Reimbursement Program for nurses covered by this Agreement. Unused funds shall not be carried forward to the next fiscal year. Solely at the discretion of the Appointing Officer or designee, such funds may be supplemented with department funds budgeted for training, subject to the restrictions of applicable law.

581. Eligible Nurses. A nurse who has completed at least one year of continuous permanent service prior to applying and whose regular work schedule is 0.4 or more FTE shall be eligible to apply for tuition reimbursement.

582. Eligible Expenses. Until such funds are exhausted, and subject to approval by the Appointing Officer or designee, an eligible nurse may utilize up to a maximum of Six Thousand Dollars ($6,000) per fiscal year for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications and recertifications, and licenses relevant to the nurse's current classification. All expenses must be relevant to the nurse's current classification or a classification to which the nurse might reasonably expect to be promoted. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program or from other public funds. The City will not require nurses to use these Tuition Funds for Department-mandated training. For clarity, the license reimbursement authorized separately under Section IV.E. of this Agreement shall not reduce the amounts payable under the Tuition Reimbursement Program.

583. Travel. In addition, subject to approval by the Appointing Officer or designee, and as permissible under applicable law, including Administrative Code Chapter 12X, and to the extent funds are available, employees may utilize up to Five Hundred Dollars ($500) of the maximum Tuition Reimbursement Funds available to them for that fiscal year under this article to pay for up to one-half of the cost of reasonable and necessary travel and lodging outside the nine Bay Area Counties for approved training. Travel reimbursement rates shall be as specified in the Controller's Office Accounting Policies & Procedures, including guidance provided in Chapter 12X regarding those items. However, Tuition Reimbursement Funds may not be used for food.

584. Approval and Timing. Nurses must obtain pre-approval to qualify for reimbursement. A nurse may submit a pre-approval request for an expense incurred in the current fiscal year or prior fiscal year. A nurse cannot submit a request for an expense in a future fiscal year. Reimbursements will not be paid until the nurse provides proof of payment and proof of satisfactory completion. If a nurse provides notice of resignation, the nurse must submit the expense report and receive all online approvals before separating from the City.

585. Should a nurse not have access to the technology necessary for an on-line reimbursement submission process, DPH Human Resources staff will make available upon request the required form(s) and will facilitate the reimbursement process. DPH Human Resources staff will work with SF Department of Human Resources staff to continue to review the reimbursement process to determine if it can be streamlined.

586. If the participant chooses to take a mandatory class outside the Department, the participant will bear the burden of the cost and may apply to tuition reimbursement.

587. Reporting. A monthly audit of the Tuition Reimbursement Fund for the nurses covered by this MOU shall be submitted to the Union by the fifteenth of each month showing current fund activity, including names, job class, department, expense description, paid amount, and denials by the Department of Human Resources

5. Orientation and In-Service Education

588. There shall be organized Orientation and In-Service Education Programs for Registered Nurses at each facility, the contents of which shall be determined by the nursing management of the facility; however, in-service education is a suitable subject for discussion by the Monitoring Committees.

589. In addition, if staff nurses in any facility, unit or specialty area determine that there is a need for specialized training, in-service, or skills development classes, they shall submit a written request to the Senior Hospital Associate Administrator or appropriate designee, who shall respond with thirty (30) calendar days.

590. The Orientation Program will include but not be limited to:

591. a. objectives, policies, goals and procedures of each facility.

592. b. job descriptions and responsibilities; and

593. c. information to provide adequate care to categories of patients who may be assigned to the nurse's unit and whose care requires either skills which are new to the nurse or skills so infrequently called for that periodic update/review is needed.

594. The in-service education program shall be directed towards updating knowledge and skills related to job responsibilities, and development of knowledge and skills required for new or expanded departmental programs and specialty units.

595. In-service training for computerized charting shall take place in specialized classes for all affected staff. The training's content will include legal charting requirements and applicable Departmental and institutional policies.

596. Each nurse must complete the orientation program before being permanently assigned to a shift and a unit. Until completion of the formal orientation, the nurse will be considered in a structured learning experience, and not part of the unit's regular nursing staff for at least two (2) weeks, except at Laguna Honda Hospital where this period may be extended upon the request of the Nurse Educator. A nurse shall not be assigned total responsibility for a particular patient until the standards of competency specific to care of that patient have been validated by successful completion of a unit specific skills check list.

597. The Department shall schedule in-service training so as to ensure that all nurses, including float nurses, may attend.

6. Out of Specialty Assignments

598. Nursing administration will take the skills and training of a Registered Nurse and Per Diem into consideration in making an assignment to an out-of-specialty Unit.

7. Continuing Education

599. The Department shall make reasonable effort to secure approval from the Board of Registered Nursing for courses that would meet the requirements for continuing education. Those courses approved will be charged against educational leave time.

600. The Department shall make a reasonable effort to negotiate with outside agencies, such as the San Francisco Community College District, U.C. Medical Center, and other likely providers of Continuing Education for the educational needs of the Registered Nurse.

8. Registered Nurse Crosstraining Program

a. Purpose

601. Crosstraining programs are designed to enhance the nurse's ability to temporarily float and/or permanently reassign to another unit within a hospital or another program/division within the DPH. These programs will establish flexibility to reallocate nursing resources, enhance job opportunities for nurses and improve the Department's ability to meet the demands of rapidly changing service requirements.

b. Crosstraining:

602. Crosstraining provides the nurse with the necessary skills and competencies to float to designated units at times when the nurse's home unit is overstaffed and additional staffing is needed in the designated unit.

603. The purpose of crosstraining is to provide a method whereby nurses covered by this agreement may obtain appropriate preparation for work assignments in units other than the nurse's "home unit". "Home unit" shall be defined as the unit to which the nurse is regularly assigned. Crosstraining shall be defined as the method of instruction and orientation provided to a nurse. The purpose and intent of this provision is to ensure that when the DPH floats a nurse to a unit other than the nurse's home unit, the skills and competencies of the nurse are appropriate for the assignment.

c. Identification of Units

604. The Department shall identify appropriate designated units in the various divisions, based on staffing needs, as potential areas for crosstraining of permanent staff for floating. The Department may develop appropriate crosstraining programs to meet the staffing needs of those units.

d. Enrollment in the Program

605. Any permanent staff nurse covered by this MOU is eligible to apply for crosstraining. Selection of candidates for the program shall be based on their level of previous experience and basic skills and abilities specific to the receiving unit. Wherever permissible and practicable, CE units will be offered for participation in the program or portions thereof. Nurses accepted for crosstraining must agree to use their paid educational leave for fifty percent (50%) of the total hours spent in crosstraining and the Department will pay the nurse at the nurse's regular rate for the remaining fifty (50%) of the hours. Scheduling and release time for a crosstraining program shall be based on the home unit's ability to safely staff the home unit for the duration of the program, and such determination of scheduling and release time shall be made within ninety (90) days of the nurse's request at the sole discretion of the Director of Nursing or appropriate management representative.

Each division shall keep a database of nurses with corresponding competencies and crosstraining for the purpose of floating.

e. Floating

606. A nurse who has been crosstrained to another unit will be the first to float to that area in which the nurse has been crosstrained for a period of six (6) months from the completion of the program. Thereafter, the nurse will float based on inverse seniority on a rotational basis of nurses crosstrained to the receiving unit.

IV.B. TRAINING CLASSES FOR P103 PER DIEM NURSES

607. *DPH agrees to waive any fees for classes and training offered by the Department to RNs for Per Diem Nurses who are at Step 3 or above provided they have worked 1,040 hours in the 12-month period of time prior to the training. DPH agrees to pay Per Diem RNs who are at Step 3 or above for attendance at yearly mandatory classes including CPR equal to the hours paid to 2320 RNs, provided they worked 1,040 hours in the 12-month period of time prior to the training.*

IV.C. CHARGE NURSE TRAINING

608. Employees who are newly appointed to be a Charge Nurse (primary assignment) or designated Charge Nurse Reliever shall be given a minimum of four (4) hours of initial training covering responsibilities of the role, including legal and ethical duties. The Department also agrees to provide a minimum of two (2) hours of annual refresher training for all Charge Nurses.

IV.D. NURSING SPECIALTY AREA TRAINING

1. STAFF NURSES

609. The Department and Union recognize the need to provide specialty training programs at San Francisco General Hospital in areas including, but not limited to: Critical Care, Emergency, Labor and Delivery, and Operating Room Nursing. Further, the Department supports criterion-based selection of program applicants. The Professional Performance Committee will recommend to Nursing Administration the selection criteria. Selection criteria will measure prerequisite skills and abilities necessary for successful completion of the specialty training program.

610. A nurse desiring placement in a specialty training program must apply through Job Apps online. The nurse will be granted an interview.

611. When evaluating applicants for specialty training programs at SFGH, the Department agrees to give first priority to RN's currently working for the City and County of San Francisco, provided applicant meets qualifications and passes the test. Priority will be based first on seniority at SFGH and then on seniority elsewhere within DPH.

612. In the event that the nurse does not meet acceptance criteria, the nurse will be referred to available educational courses or resource materials which would assist the nurse to upgrade skills. Recommended time frames for application to future specialty training programs will be discussed.

613. During the course of any training program at SFGH, a nurse shall have return rights to the first available vacancy on the nurse's former unit, shift, and position.

614. A nurse on any special assignment in the Public Health Division may return to the nurse's previous position consistent with the PHN Reassignment Policy.

2. PER DIEM NURSES

615. *A per diem nurse desiring placement in any training program will submit a request in writing to the facilitator of the training program, as designated by Nursing Administration. The per diem nurse shall also apply for the exam specific to the training program using the City's online job application process. The nurse will be granted an informational interview to discuss such placement within a reasonable period of time. The interview will serve to provide the nurse with readily definable standards and criteria required in order to be accepted into the training program.*

616. *When evaluating applicants for a specialty training program at SFGH, the Department agrees to give due consideration upon request to per diem nurses currently working for the City and County of San Francisco, who are on the current active eligible lists specific to the training program. If accepted into the program, the nurse will be appointed to a permanent civil service position in the training specialty area, prior to the start of the training program.*

617. *Where practical, a time frame for reevaluation for acceptance into the program will also be developed.*

IV.E. REIMBURSEMENT FOR MANDATORY STATE OF CALIFORNIA LICENSES

618. Nursing Licenses. On an annual basis, the City will provide permanent civil service nurses who are regularly scheduled 0.4 FTE and above, an annual payment equivalent to half of the cost of the California license and furnishing number renewals fees where the license is listed as a minimum qualification for the Nurse's permanent civil service position. Exempt Nurse Practitioners and exempt Nurse Midwives who are regularly scheduled 1.0 FTE shall also be eligible. The licensing payment shall be made at the end of the first quarter of the fiscal year and shall be less all applicable federal, state and local withholdings. These payments are not deducted from the Tuition Reimbursement Program.

619. The annual licensing payments and furnishing fee payments, for those classifications that require it, in effect for the duration of this agreement shall be equivalent to half the California Board of Registered Nursing fee schedule in effect as of July 1, 2022, as described in the table below. If the fee schedule below is increased during the term of this Agreement, the reimbursement will be increased proportionately no later than forty-five (45) days after written notification from the Union of such increase. No retroactive payments shall apply.

Classification	**Licensing and Furnishing Fee Payments**
2320 Registered Nurse	$95

2323 Clinical Nurse Specialist	$170
2325 Nurse Midwife	$256
2328 Nurse Practitioner	$256
2330 Anesthetist	$170
2830 Public Health Nurse	$158

620. The licensing payment is considered covered gross pay but is not pensionable.

ARTICLE V. WORKING CONDITIONS

V.A. STAFFING

(SECTION V.A. Staffing does not apply to P103 Per Diem Nurses)

1. Commitment to Staffing Levels

621. Annual "salary savings" for nursing positions directly involved in patient care shall not exceed five percent (5%) in each of the fiscal years covered by this MOU. Such commitment is in recognition of the mutual desire of the parties to maintain the nursing complement at the highest possible level in order to provide the best possible patient care, as well as relieve the additional burdens placed on staff by understaffing.

2. Staffing

622. The City and the Union agree that the maintenance of adequate nursing staff is an essential element of quality patient care. The Union and the City also agree that registered nurses are better able to perform effectively with the assistance of an adequate number of other direct care providers (Licensed Vocational Nurses (LVNs), Licensed Psychiatric Technicians (LPTs) and Certified Nurse Assistant (CNAs)/Patient Care Assistants (PCAs) as well as with ancillary services provided by support and maintenance staff.

623. ADO's are an appropriate subject for discussion in the Monitoring Committee.

624. The Union may nominate one member per service line for the committee that will implement any new PCS, acuity tool, or other staffing or workload model in EPIC. The Department shall provide quarterly updates on patient volume or caseloads and acuity data for all non-acute care areas at the Joint Labor-Management Committee meetings for those areas.

Standards of Care

625. The City commits to maintaining the community standard of care in its Hospital operations.

a. S.F. General Hospital

626. San Francisco General Hospital Medical Center will comply with Title 22 Staffing regulations as amended.

627. As of May 1, 2016, Title 22 California Code of Regulations, Division 5, Chapter 1, Article 3, Section 70217(r) states: The hospital shall plan for routine fluctuations in patient census. If a healthcare emergency causes a change in the number of patients on any unit, the hospital must demonstrate that prompt efforts were made to maintain required staffing levels. A healthcare emergency is defined for this purpose as an unpredictable or unavoidable occurrence at unscheduled or

unpredictable intervals relating to healthcare delivery requiring immediate medical intervention and care.

628. Health care providers include staff nurses predominantly; also per diem nurses, LVNs, LPTs and PCAs/CNAs. The amount and type of care provided is based on discussion among nurses, physicians, and nurse managers, taking into account the nature of the care required and average patient acuity (severity of illness).

629. Registered Nurse to patient ratios, as well as ancillary staffing, will be recorded on a daily basis and reviewed bi-weekly. This information will be given to the monitoring committee.

630. Admitted patients with unassigned beds held in the Emergency Department or PACU will be counted in the hospital inpatient census. As such, their acuity will be determined and staffing requirements computed. Data concerning the patient's acuity will be reported to the quarterly PCS committee meeting.

Medical-Surgical

631. Medical-Surgical: Registered Nurses constitute 100% of the care providers in the medical surgical zones for the purposes of determining RN to patient ratios. The RN to patient ratios will be maintained at 1:4 with further decreases to ratios made based on acuity to 1:3 as required under Title 22.

Based on acuity ratings, and until such time as critically ill patients are transferred to Critical Care, such patients shall be assigned 1:1 or 1:2 RN to patient ratios.

Charge Nurses will not be given patient assignments except in unavoidable circumstances.

The Registered Nurse assigned to the care of a chemotherapy patient shall not be assigned more than two (2) additional patients when the acuity level of the chemotherapy patient is classified as above average or almost constant care.

Nurses assigned to administer specialized treatments such as chemotherapy and peritoneal dialysis to patients outside their home units shall be relieved of patient duties and assignments in their home unit until they return back to their home units.

Staffing will be regularly adjusted based on census, acuity and regulatory requirements.

As of July 1, 2016, SFGH has the following Medical-Surgical Zones:

Floor	Zones

4th	H42/H44
5th	H54/H56; H58
6th	H62/H64; H66/H68
7th	H76/H78

632. There will be six (6) Certified Nursing Assistant positions to assist and support patient care activities in Medical-Surgical Zones on all shifts. There will be six (6) Unit Clerk positions in Medical-Surgical Zones on the day and evening shifts. There will be an additional three (3) Certified Nursing Assistant positions to assist and support patient care activities in Medical-Surgical Zones on all shifts.

633. Due to the high acuity and changing status of complex patients at SFGH, the City and the Union recognize the value of a Medical Emergency Response Team ("MERT"). A Medical Emergency Response Team (composed of at least one RN and one Respiratory Therapist) will be available 24 hours per day, seven days per week as a resource to assist staff with patient rescue activities (e.g., patient assessments, immediate interventions, communication of patient status with providers, transfer to different level of care).

634. The MERT will provide a quarterly report to the Labor Monitoring Committee that provides a summary of data collected inclusive of, but not limited to, daily call volume, response location, average case time, outcomes, and staffing. SFGH will develop staffing recommendations based on these findings.

635. Due to the high acuity and changing status of complex patients who present with behavioral issues at SFGH, the City and the Union recognize the value of a Behavioral Emergency Response Team ("BERT"). BERT is composed of two (2) units: the Rounding Responders, who round and respond to BERT activations throughout Buildings 5 and 25, and the BERT Emergency Department (ED), positioned within the ED available 24 hours per day, seven days per week. BERT's responsibilities include, but are not limited to, evaluating the conditions of patients or visitors, monitoring patients and visitors, compiling relevant data, and assist with formulating intervention and/or care plans.

636. The BERT will provide a quarterly report to the Labor Monitoring Committee that provides a summary of data collected inclusive of, but not limited to, daily call volume, response location, average case time, outcomes, and staffing. SFGH will develop clinical recommendations based on these findings. The BERT Charge Nurse or Team Lead will be given two (2) shifts a month to prepare this report.

637. SFGH will conduct an assessment of MERT needs on the SFGH campus that will be completed by October 1, 2016. SFGH will provide the Joint Labor Management Committee no later than November 1, 2016, a summary of data collected inclusive of but not limited to daily call volume,

response location, average case time and staffing. SFGH will develop staffing recommendations based on these findings. Should these recommendations call for the need for an increase in MERT RN staffing per shift or during peak call times, DPH will increase RN staff accordingly.

Critical Care

638. Critical Care: The RN to patient ratios are 1:1 or 1:2 based on the acuity of the patient. SFGH will increase RN staff to maintain the RN to patient ratios above if census requires that additional beds be opened in Critical Care Zones. Charge Nurses will not be given patient assignments except in unavoidable circumstances.

639. Staffing will be regularly adjusted based on census, acuity and regulatory requirements.

640. There will be two (2) Certified Nursing Assistant positions to assist and support patient care activities in Critical Care zones on all shifts. Additionally, there will be two (2) Unit Clerk positions for Critical Care Zones 32/38, Zones 34/36 and 46/48 (if open) on the day and evening shifts. There will be one (1) Unit Clerk position on the night shift for Critical Care Zones.

Post Anesthesia Care Unit (PACU)

641. PACU: PACU Standards recommend that two (2) registered nurses who are competent in Phase I Post Anesthesia Nursing be present whenever a patient is recovering in Phase I or is at an ICU level of care. To the extent possible, SFGH will maintain no less than two (2) such nurses in PACU. This may require the floating of cross-trained ICU staff particularly on weekends, nights and holidays. Two (2) registered nurses, competent in Phase I Post Anesthesia Nursing or ICU level of care, will be present whenever a patient is recovering in Phase I. Staffing will be based on criteria that addresses the number of patients and the acuity/intensity of patients in the PACU. PACU staffing levels are established to accommodate the numbers/types of surgeries occurring. Patient/Nurse ratio in the PACU shall be a maximum of 2:1. The Department will make its best efforts to eliminate the practice of non-surgical placement in the PACU. The Department will make its best efforts to ensure that no patient remains in the PACU for more than twenty-three hours. Basic levels are:

Monday – Friday:	7A – 7P:	Two (2) twelve-hour RNs
	9A – 9P:	One (1) twelve-hour RN
	11A – 7P:	One (1) eight-hour RN
	12N – 8P:	One/two (1 or 2) eight-hour RN(s)
	7P – 7A:	Two (2) twelve-hour RNs.
Weekend/Holidays:	7A – 7P:	Two (2) twelve-hour RNs
	7P – 7A:	Two (2) twelve-hour RNs

642. Effective July 1, 2016, Monday through Friday from 7A to 10P, the base staffing levels will be increased from eight (8) to nine (9) RNs, including the Charge Nurse and excluding break relief RNs.

643. Staffing will be regularly adjusted based on census, acuity and regulatory requirements.

Maternal Child Health

644. Staffing will be regularly adjusted based on census, acuity and regulatory requirements.

645. Pediatric: RN to patient ratio is 1:4 and is adjusted by acuity.

646. Infant Care Center: Charge Nurses will not be given patient assignments except in unavoidable circumstances.

Nursery staff will determine patient acuity based on clinical needs. Each patient will be assigned to a Care Level based on these needs. The RN to patient ratio is 1:1 to 1:4 based on acuity. The patient to care provider ratio for these Care Levels will be:

Level 1	1:4 (four patients per care provider)
Level 2	1:3 (three patients per care provider)
Level 3	1:2 (two patients per care provider)
Level 4	1:1 (one patient per care provider)

647. Birth Center - The Birth Center has a base standard of a minimum of nine (9) RNs per shift (inclusive of Charge Nurse and Triage Nurse and exclusive of break relief RNs).

648. Two hours before the end of each shift, nurses will determine patient acuity. If the acuity tool calls for less than the established baseline(s), scheduled RNs may be offered standby. Standby will be assigned to per diems first. Based on the acuity and census, as calculated through the acuity system, staffing baselines will be increased to acuity needs when warranted.

Floating

649. The Perinatal Division is comprised of the Birth Center (2nd Floor Zones 2 and 4) and the Infant Care Center (2nd Floor Zones 4 and 5). A Birth Center nurse who is floated outside the Perinatal Division will be given full nursing responsibility for patients on the Gynecological (GYN) service only. In the absence of an available GYN assignment on the receiving unit, the Birth Center nurse will not be expected to take an assignment for categories of patients for whom the nurse does not have documented competencies. In the absence of a GYN assignment, the Birth Center nurse will assist the unit to which the nurse is floated by performing care tasks such as vital signs, point of care testing, hygiene, ambulation, routine postoperative care, and answering lights. In addition, the Birth

Center nurse may volunteer to take a patient assignment other than GYN if the nurse determines that the nurse has the documented competencies and skills to do so.

650. The nursing supervisor arranging the float will inform the charge nurse of the receiving unit of the above parameters of the floated nurse's assignment. Unless the Birth Center nurse is receiving a GYN assignment of four (4) patients on the receiving unit, the nurse will be counted as less than one nurse in the staffing of the receiving unit.

651. Changes in the Birth Center's care delivery model will require re-examination of staffing standards/levels.

Psychiatric as of July 1, 2016

652. Inpatient Psychiatry: The Department has adopted state mandated ratios, further adjusted by the patients' acuity. Staff to patient ratios will be maintained at 1:6 in Unit 7C with adjustments made for patients requiring continuous observation. Staff to patient ratios will be maintained at 1:4 in Unit 7B on days and evenings and 1:6 at nights. 7B ratios will be adjusted further based on acuity. Between the hours of 11:00 p.m. and 7:30 a.m., minimum scheduled staffing will be four (4) licensed staff, including two RNs, on the twenty-two bed inpatient units.

653. The City will continue to maintain a ratio of sixty percent (60%) RN staffing to forty percent (40%) LPT/LVN staffing.

654. Staffing will be regularly adjusted based on census, acuity and regulatory requirements.

655. The Department will maintain a day shift Charge Nurse. The Day Shift Charge Nurses will not be given patient assignments except when called upon in unavoidable circumstances.

656. When open, the Forensics Unit will maintain staffing of at least two (2) licensed staff, with a minimum of one (1) RN, on all shifts and management shall assign relief staff to cover breaks and lunch relief on each shift, maintaining a minimum of two (2) staff at all times.

657. The Department will make its best efforts to maintain one (1) Certified Nursing Assistant position to float in Units 7A, 7B, 7C, 7L and PES on all the evening and night shifts. There will be one (1) additional Certified Nursing Assistant position to float in Units 7A, 7B, 7C, 7L and PES on the day shift.

658. Actual Nurse/staff to patient staffing ratios will be recorded on a daily basis and reviewed bi-weekly. This information will be given to the Monitoring Committee by the RN Staffing Evaluator.

Psychiatric Emergency Service Staffing (PES) as of July 1, 2016

659. In order to ensure quality nursing care and a safe environment for patients and staff, the following guidelines apply to PES:

660. The staffing standard shall be: Day and Evening shifts: Eight (8) licensed staff members, of which six (6) will be RNs and excludes break relief RNs. Night Shift: Six (6) licensed staff members, of which four (4) will be RNs and excludes break relief RNs. One additional RN FTE, assigned to Acute Psychiatry, will be available to float as needed.

661. At any time a patient needs continuous observation or restraint, a Medical Evaluation Assistant (MEA) or a Certified Nursing Assistant (CNA) or a Patient Care Assistant (PCA) or other staff as clinically indicated shall be provided.

662. Charge Nurses will not be given patient assignments except in unavoidable circumstances.

663. Staffing will be maintained at a ratio of sixty percent (60%) RN's to forty percent (40%) LPT's/LVN's. Staffing will be regularly adjusted based on census, acuity and regulatory requirements.

664. It is acknowledged that PES has a limited unit capacity to manage and seclude patients. The PES Charge Nurse will consult with Psychiatric Nursing Administration/AOD to request additional staff when patient acuity or census requires staffing increases.

665. The patient management team will be staffed with at least two licensed caregivers each shift to assess patients and give medications, and to assist RN clinicians in overall behavioral assessment and management.

666. The PES Charge Nurse will initiate patient flow crisis management ("Red Alert") when the clinic immediately requires either additional space or additional staff for safe patient management.

SFGH Emergency Department (ED)

667. The Department and the Union recognize that SFGH serves as the major Trauma Center for the City and County of San Francisco.

668. Staffing will be in accordance with the budgeted Emergency Department Staffing Model set forth in paragraph 673 below, with the recognition that specific start times and assignments within the grid will vary according to Department needs.

669. Changes in the staffing model will be subject to discussion in Monitoring Committee, prior to implementation.

670. ED staffing and patient load documentation will be presented and reviewed by the SFGH Monitoring Committee. The Department and Union will meet to discuss data collection for the purpose of monitoring compliance with Title 22 RN to patient ratio staffing requirements.

671. The Department will not assign Emergency Department Charge Nurses to patient assignments except when the Emergency Department reaches saturation, as defined in paragraph 676 below.

672. As of May 1, 2016, Title 22 California Code of Regulations, Division 5, Chapter 1, Article 3, Section 70217(s) states: For Emergency Departments only, if an unforeseeable increase in the number or acuity of patients in the emergency department occurs such that the patient activity in number or acuity exceeds the historically established trends for the emergency department and the emergency department reaches saturation, the hospital must demonstrate that prompt efforts were made to maintain required staffing levels. "Saturation" is defined for this purpose as an unforeseeable influx of patients who require immediate medical intervention and care and who, in their numbers or intensity of need for care, could not reasonably have been predicted by the hospital.

673.

Community Health Network of San Francisco

San Francisco General Hospital

Guidelines for Emergency Department
RN Staffing Distribution Model

	7A	**11A**	**3P**	**7P**	**11P**	**3A**
Charge/Flow	1	2	3	3	2	1
Triage	3	4	5	5	4	3
Resus	3	3	3	3	3	3
Pod A	9	9	9	9	9	9
Pod B	5	5	5	5	5	5
Pod C	3	3	3	3	3	3
# Staff by Shift Start	24	26	28	28	26	24

This chart reflects the staffing model at SFGH as of July 1, 2016. How RN and ancillary staff are assigned within the ED are the subject of continuing discussions. Assignments and staffing are regularly adjusted based on census, acuity and regulatory requirements.

ED Staffing

674. DPH shall assign at least two nurses to Triage at all times, and at no time will DPH assign a Triage nurse to direct patient care. Only when there are no patients needing triage or requiring waiting room reassessment may DPH assign a Triage nurse to perform other, time-limited nursing tasks.

675. DPH shall include in the ED census any triaged patients in the ED waiting room.

676. A period of "saturation" is defined as a period during which an increase in the number or acuity of patients in the ED exceed its capacity. The ED Charge Nurse shall document all periods of "saturation" on the CN Daily Report. The documentation shall include the time(s) that notifications of the "saturation" period were given to AOD, AIC, the ED Nurse Manager on call, and the ED Director, and shall identify the person(s) providing such notifications. Such documentation shall also describe efforts taken to maintain required staffing levels, including all Diversion reporting forms.

677. DPH shall make reasonable efforts to ensure compliance with the foregoing.

Community Health Network of San Francisco
San Francisco General Hospital

Guidelines for Emergency Department
Ancillary Staffing Distribution Model

7A	**3P**	**11P**	**ED Tech**
1	1	1	Main Desk
1 Tech 1 UC	1 Tech 1 UC	1 Tech 1 UC	
1 Tech	1 Tech	1 Tech	
0	1 Tech	1 Tech	
1	1	1	UC
1 Tech 1 UC	1 Tech 1 UC	0	
7	8	6	Total
7	8	6	# of staff by shift start time

Determination of Acuity

678. The Hospital will continue to involve nurses, on a daily basis, in the determination of the number of staff required. Daily staffing levels are based upon the level of patient acuity prevailing on the

unit. During each shift, nurses assess the severity of each patient's illness. The supervising nurse condenses this information for all patients on the nursing unit and uses it to determine the number of health care providers assigned for the next shift.

679. The Department shall provide quarterly updates on the Patient Classification System (PCS) at the Joint Labor Management Committee meetings.

680. The SFGH Patient Classification System (PCS) Committee is responsible for reviewing the reliability of the PCS for validating staffing requirements. The Labor Co-Chair of the SFGH Labor-Management Monitoring Committee is designated as a standing member of that committee. The Union may nominate one member per service line: Emergency Department, Medical Surgical Unit, Psychiatry, Critical Care, SNF units under Title 22, and Maternal Child Health, on the Committee required to validate the patient classification system as required by Title 22 CCR Division 5 §70217(g).

681. One month prior to the quarterly PCS Committee meeting, a roster of direct delegates and supporting data will be presented to the Monitoring Committee. Release time for these provider delegates to attend a Monitoring Committee meeting and the PCS meeting will be provided.

682. A copy of the quarterly meeting minutes and annual report and supporting data, after completion, will be presented at the next, scheduled meeting of the Monitoring Committee. Daily acuity and staffing reports will be available to the Labor Co-Chair or Union's designee, for inspection and copying. A bi-weekly summary of the staffing and acuity data will be presented to the Monitoring Committee.

683. The City and the Union recognize that staffing needs also vary over the course of a 24-hour period, and that, in addition to the Registered Nurses, Orderlies, LPTs and LVNs provide essential patient care services. An RN Staffing Evaluator position will be maintained for ongoing evaluation of the PCS system for the life of this contract or until there is a consensus. The RN in this position will be granted one day per week for the purpose of reviewing/preparing bi-weekly and quarterly Acuity and Staffing Compliance Reports and training nurses on the acuity system. The RN Staffing Evaluator shall be selected jointly by the Union and the Chief Nursing Officer and will have access to the staffing data in Nursing Administration.

684. On a six (6) month pilot basis, beginning on October 1, 2019 and ending March 31, 2020, the Chief Nursing Officer and the Union shall designate a second RN to serve as a Staffing Evaluator for the ED, to collect and analyze patient acuity data in tandem with the ED Director. The designated RN and the ED Director shall present the data monthly to the Chief Nursing Officer and the Labor-Management Monitoring Committee. The Chief Nursing Officer shall assign the designated RN for

eight (8) hours per pay period for this purpose. Prior to expiration of the pilot period, the Union and Department shall meet to discuss possible extension of the program. The program may be extended by written agreement between the Union and Department.

Evaluation of Staffing Methodology

685. The Hospital is committed to continuing vigorous recruitment efforts to fill all available health care provider positions. The SFGH Monitoring Committee will continue to review recruitment results.

Medical Forensics Unit

686. When open, the Department shall staff the medical forensics unit with two (2) personnel, one of whom must be a Registered Nurse, every shift.

b. Laguna Honda Hospital (LHH)

687. The Nurse Manager, designated Charge Nurses and fixed support staff are not included in the HPPD standards for Laguna Honda neighborhoods.

688. Staffing for Laguna Honda Hospital will be based on HPPD per State regulations. The City agrees to provide both the HPPD/Staffing formula, the HPPD ranges per neighborhood and the Core Staffing Grid. Daily staffing levels will be averaged on a pay period basis, broken down by each neighborhood, and reported to the LHH Monitoring Committee, which shall meet on a monthly basis. These discussions of staffing levels by neighborhood will provide a basis for setting minimum staffing and adjusting for changes in acuity.

689. As new units/programs are opened, HPPD ranges will be calculated as a basis for staffing by acuity, and will be presented in the Monitoring Committee.

690. HPPD Formula:

HPPD x Number of patients = total hours worked in 24 hours

$$\frac{\text{Total hours worked in 24 hours}}{\text{Length of shift (in hours)}} = \text{staff per 24 hours}$$

$$\frac{\text{Staff per 24 hours}}{\text{Number of shifts (2 or 3)}} = \text{number of staff per shift}$$

c. Jail Health Services (JHS)

691. The community standard of care will be maintained at JHS, and where applicable, legal mandates will be met.

692. The City and the Union recognize that staffing needs also vary over the course of a 24-hour period, and that, in addition to Registered Nurses, Licensed Vocational Nurses, Nurse Practitioners and Physicians provide essential patient care services.

693. These levels of direct care, by RN's and LVN's, will be budgeted for each 24-hour period:

Monday-Friday	Weekends-Holidays
County Jail #1 64 Hours (64 hr. RN)	64 Hours (64 hr. RN)
County Jail #2 100 Hours (60 hr. RN)	96 Hours (48 hr. RN)
County Jail #4 56 Hours (32 hr. RN)	48 Hours (32 hr. RN)
County Jail #5 104 Hours (64 hr. RN)	80 Hours (48 hr. RN)

These numbers reflect the current staffing at City Jails as of July 1, 2016. Staffing is the subject of continuing discussions and is regularly adjusted based on census and regulatory requirements. The Department will meet and confer regarding the impacts of any such changes upon the request of the Union.

694. In the event Jail facilities open or close, the Union and the City will meet and confer regarding nursing staffing levels for that facility.

695. Census-driven staffing levels shall be subject to adjustment. JHS shall provide SEIU with the census data for each facility upon the Union's request. Should either the jail census in any individual jail exceed by 10% or more the census in effect on June 30, 2012, or the overall census exceed 1800, for a two-week period, the parties will meet to review staffing allocations and determine the appropriate staffing level adjustment. In the event that the jail census in any individual jail is reduced, the Union and the City will meet and confer regarding nursing staffing levels prior to making such adjustments.

696. The parties agree that the following items will be included at the monthly JHS RN Monitoring Committee meetings:

1. Evaluation of staffing levels
2. Review of Jail census trends and staffing needs.
3. Consider methods to reduce inappropriate demands on nursing hours.

Twelve (12) Hour Shifts (JHS)

697. Registered Nurses in each jail facility shall have the opportunity, upon request of 50% of the nurses in the facility, to submit a twelve (12) hour staffing pattern to management. Upon submission:

698. 1. Nursing Administration and the Union will agree upon a date for a meeting of all regular full – and part-time nurses in the affected jail unit to discuss the implementation of a twelve (12) hour shift pattern for that unit. A representative of the Union shall attend and participate in the discussion.

699. 2. Within seven (7) calendar days of the discussion meeting, Nursing Administration and the Union will agree upon a time for a secret ballot vote by all regular full – and part-time nurses on the affected unit. In no event will the vote be scheduled more than fourteen (14) calendar days after the meeting referenced in #1 above. The wording of the ballot will be subject to a mutual agreement between the Union and Nursing Administration. A representative of the Union will be present to assist in the vote tally. A 2/3 majority of the eligible staff voting in favor of the twelve (12) hour staffing pattern and agreement by the Nurse manager of the unit will constitute approval of twelve (12) hour shift staffing for the unit.

700. A new vote will be held, upon request of 33% of eligible Registered Nurses at any time to rescind the twelve (12) hour staffing pattern. A 2/3 majority of eligible voters shall rescind the staffing pattern. The election procedure in #2 shall apply.

701. In the event new positions are added by court order, the staffing shall be adjusted accordingly to reflect the court order.

702. Staff nurses shall prioritize nursing duties based on staffing levels, consistent with directions of unit management.

d. Clinical Services at Juvenile Justice Center – Special Programs for Youth ("SPY") Clinic

703. Nurses shall prioritize nursing duties based on staffing levels, consistent with directions of nursing management.

704. These levels of direct care will be provided for each 24-hour period.

Monday- Sunday

Juvenile Justice Center – SPY Clinic 48 hours of staffing/24-hour period

Staffing may be adjusted based on census and regulatory requirements.

e. Tom Waddell Clinics

705. RN staffing will be 116 hours of direct care for each weekday and thirty-two (32) hours for each Saturday.

Staffing may be adjusted based on census and regulatory requirements.

f. San Francisco Behavioral Health Center (SFBHC) Mental Health Rehabilitation Facility

706. The Department and the Union will continue to meet over changing nurse staffing levels in the SFBHC.

g. Health at Home

707. It is the parties intent to begin meeting and conferring on proposed changes to workload and/or impacts that fall within the scope of bargaining regarding such acuity-based and geographically-based model starting no later than November 1, 2019. If for any reason the City is unable to begin meeting by that date, the City will notify the Union to identify a mutually agreeable start date. The parties shall conclude the meet and confer no later than June 30, 2020. Should the parties fail to reach agreement during the meet and confer process, upon request of either party, the matter will be submitted to a mutually agreed mediator. Until a new model is implemented, productivity standards outlined below shall continue.

708. The Productivity Standard for Health at Home is the following (or its equivalent):

Four (4) case manager revisits per day, or
Five (5) non-case manager revisits per day (Carry-calls)

709. It is understood, reflecting the Oasis paperwork required on these visits that, in calculating the above standard:

1. A new referral or new admission is equal to two (2.0) revisits
2. A recertification visit is equal to 1.5 revisits.
3. A resumption of care visit is equal 1.5 revisits.

710. If a nurse attends a case conference, the case conference shall equal one (1) revisit.

711. Should a blood draw be required during a site/home visit, one (1) hour will be counted toward productivity.

712. For all nurses assigned to the Health at Home program, productivity shall be calculated in two week increments, corresponding to the applicable pay period.

713. The Primary Nurse on duty from 8:30 a.m. to 5:00 p.m. on weekends will have no more than the equivalent of four (4) non-case manager revisits (carry-calls).

714. The parties agree to meet and confer over IT/IS issues and productivity standards at Health at Home, with the intent of agreeing on a side letter addressing these issues.

h. Filling of Positions

715. The processing of personnel requisitions for nurses will be done on an expeditious basis, with a goal of two weeks from time of issuance to the time when the position is available for hire.

i. Overtime

716. Staffing of nursing units will be done so as to ensure that nurses are not required to work excessive amounts of overtime. The Labor Monitoring Committee will monitor the use of overtime.

j. Dispute Resolution

717. The Staffing provisions, its appendices, and Article V.B shall not be subject to the grievance procedure.

718. Allegations of substantial and continuing violations of Articles V.A. and V.B. (staffing) listed in this section or appendices and staffing related standards of care, which is defined as staffing obligations that are mandated by the State under Title 22 will be resolved as follows:

Selection of Neutral Third-Party

719. Unless the parties agree otherwise, the third-party neutral shall be selected by alternately striking names (first strike determined by lot) from a list of five (5) names to be determined by mutual agreement. The parties will meet within thirty (30) days of the execution of this agreement to establish the list of neutrals. In the event no agreement is reached, the panel will be established by alternately striking names from a list of fifteen (15) arbitrators provided by State Mediation and Conciliation Service, until five (5) names remain.

720. At the start of each fiscal year, the parties will pre-schedule four (4) dates for hearing such disputes.

721. The third-party neutral may only be brought in four (4) times per fiscal year, for all disputes arising in DPH.

Step I:

722. The Union shall initiate the dispute resolution procedure by submitting such allegations to the administrator of the facility (i.e.; the SFGH Executive Director, LHH Executive Administrator, Deputy Director for Community Health Programs, Deputy Director for Mental Health Programs)

within fifteen (15) calendar days of the facts or event giving rise to the alleged staffing violation. Such allegations shall specify the exact nature of the claimed violation, including work units involved, dates, shifts, and other circumstances surrounding the alleged violation. The administrator of the facility shall review and investigate the allegations and, if deemed necessary, submit a plan of correction to the monitoring committee for evaluation and recommendation prior to the administrator's formal submission of such plan of correction. Within thirty (30) days of the Union submission of said allegations, the Administrator of the facility shall issue a formal response which may include a plan of correction if deemed necessary. Failure of the Department to follow the time limits, unless mutually extended, shall serve to move the allegation to the next step.

Step II:

723. If, after monitoring committee evaluation, and no later than fifteen (15) calendar days after receipt of the administrator's formal response, the Union believes the alleged violation is unresolved, it may submit its specific objections to the Director of Health to review and investigate the allegations. The Union may include a proposed plan of correction. Failure by the Union to follow the time limits, unless mutually extended, shall cause the allegation to be withdrawn. The Director of Health shall have thirty (30) days to submit a response. Failure of the Department to follow the time limits, unless mutually extended, shall serve to move the allegation to the next step.

Step III:

724. If the Union believes the Director of Health's response is still not satisfactory, and/or the alleged violation is unresolved, either party may request mediation. In such event, the parties shall arrange for mediation with the pre-selected neutral described in paragraph 706a, Selection of Neutral Third-Party, within thirty (30) days of such request, in an attempt to resolve the dispute. The moving party shall make best efforts to include a description of the allegation including copies of written communications from both parties at previous steps of this dispute resolution process. Failure to provide these earlier correspondence, materials, or evidence shall not be grounds for rejecting the allegation at Step III. Any recommendation issued by the mediator shall not be binding on the parties, except by agreement of the City and the Union. In the event the dispute is not resolved, stipulations, admissions, settlement proposals and concessions agreed to or offered during mediation shall not be admissible at a subsequent hearing.

Step IV:

725. If, following mediation, the Union believes the alleged violation remains unresolved, the Union may submit the allegation within fifteen (15) calendar days to the pre-selected neutral described in paragraph 716. Failure by the Union to follow the time limits, unless mutually extended, shall cause the allegation to be withdrawn.

726. Notwithstanding any prior arbitration award regarding the definition of "one (1) specific staffing issue," the third-party neutral's authority is limited to one (1) specific staffing issue only and shall not include other matters such as job assignments, work schedules or other matters covered by this MOU. The determination of the third-party neutral must consider: area standards regarding staffing, state and federal laws, experts' recommendations regarding quality of care, business needs, the City's financial ability to comply with the proposed resolution, and any other relevant information presented by the parties. In determining a staffing issue, the third-party neutral's determination must fall within allocated DPH resources. The third-party neutral shall make a binding determination to resolve the dispute. Parties will request the third-party neutral to provide determination within thirty (30) days of the hearing.

727. The Union and the City shall share the fees of the third-party neutral equally.

V.B. SFGH SKILLED NURSING FACILITY - HOURS PER PATIENT DAY (HPPD)

(SECTION V.B. HPPD does not apply to P103 Per Diem Nurses)

	Skilled Nursing Facility	
728.	4A	4.5 (Includes RN, LVN and PCA staff)

Because of differences in patient acuity, the acceptable variance in HPPDs in Unit 4A is 0.4. The acceptable range will be applied when calculating the actual HPPDs.

LAGUNA HONDA HOSPITAL
RN STAFF GRID (INCLUDES CHARGE NURSES)

NEIGHBORHOOD	CAPACITY	DAYS		PMS		AMS	
		M-F	S, S	M-F	S, S	M-F	S, S
Pavilion Acute	11	3	3	3	3	2	2
Pavilion SNF	49	6	5	3	3	1	1
North Mezzanine	60	3	2	1	1	1	1
North 1	60	3	3	2	2	1	1
North 2	60	3	3	1	1	1	1
North 3	60	3	3	1	1	1	1
North 4	60	3	3	1	1	1	1
North 5	60	3	3	1	1	1	1
North 6	60	3	3	1	1	1	1
South 2	60	3	3	2	2	1	1
South 3	60	4	4	2	2	1	1
South 4	60	4	4	3	3	1	1
South 5	60	4	4	3	3	1	1
South 6	60	4	4	3	3	1	1

This chart reflects the current staffing at Laguna Honda Hospital as of July 1, 2022. Staffing at Laguna Honda Hospital is the subject of continuing discussions and is regularly adjusted based on census and regulatory requirements.

V.C. STAFFING AS OF 7/1/22

729. This Section C summarizes minimum staffing levels from Section V.A of this MOU, and also current staffing levels as of July 1, 2022, which in certain units exceed the MOU minimum staffing requirements.

730. The parties understand and agree that DPH will regularly adjust nurse and ancillary staffing based on census, acuity, and regulatory requirements.

Unit	MOU Minimum RN Staffing	Current RN Staffing (7/1/22)
SFGH: Medical-Surgical	Article V.A accurately details current staffing ratios based on acuity and other considerations.	Includes meal and rest break nurse coverage above MOU staffing to maintain staffing by ratios and acuity
SFGH: Post Anesthesia Care Unit (PACU)	Article V.A currently lists the following minimum staffing levels: Monday – Friday: 7A – 7P Two (2) twelve-hour RNs 9A – 9P: One (1) twelve-hour RN 11A – 7P: One (1) eight-hour RN 12N – 8P: One/two (1 or 2) eight-hour RN(s) 7P – 7A: Two (2) twelve-hour RNs Weekend/Holidays: 7A – 7P: Two (2) twelve-hour RNs 7P – 7A: Two (2) twelve-hour RNs Effective July 1, 2016, Monday through Friday from 7A to 10P, the base staffing levels will be increased from nine (9) to ten (10) RNs, including the Charge Nurse and excluding break relief RN.	Current staffing for the PACU is as follows: Monday – Friday: 7A – 7P: Three (3) twelve-hour RNs, including Charge Nurse 8A – 8P: One (1) twelve-hour RN 9A – 9P: Five (5) twelve-hour RNs 11A – 7P: One (1) eight-hour RN 11A – 11P: One (1) twelve-hour RN, as need by patient census 7P – 7A: Three (3) twelve-hour RNs. Weekends/Holidays: 7A – 7P: Three (3) twelve-hour RNs 7P – 7A: Three (3) twelve-hour RNs Monday through Friday from 7A to 9P, the base staffing level is eleven (11) RNs, including the Charge Nurse and including break relief RN.
SFGH: Maternal Child Health – Birth Center	Article V.A details minimum staffing numbers for the Birth Center, including a minimum of nine (9) RNs per shift (inclusive of Charge Nurse and Triage Nurse and exclusive of break relief RNs).	Current staffing includes thirteen (13) RNs per shift, which includes Charge Nurse, Triage Nurse, and meal and rest break relief nurses.
SFGH: Inpatient Psychiatry	Article V.A details staffing ratios based on acuity and other considerations.	Current staffing also includes the Department maintaining a Charge Nurse between 7 a.m. and 11:30 p.m., and the Charge Nurse is not given patient assignments except when called upon in unavoidable circumstances. Maintains a 1:5 nurse-to-patient ratio in 7C.

SFGH: Psychiatric Emergency Services (PES)	Article V.A details minimum staffing levels based on acuity and other considerations.	Current staffing also includes, on Night Shift, seven (7) licensed staff members, of whom five (5) are RNs (exclusive of break relief RNs).
SFGH: Emergency Department (ED)	Article V.A details current staffing ratios and other factors relating to ED staffing.	Meets MOU staffing.
Laguna Honda Hospital	Article V.A details minimum staffing based on acuity and other considerations.	Meets MOU staffing.
Jail Health Services (JHS)	Article V.A details minimum staffing based on acuity and other considerations.	In addition, below are the current JHS levels of direct care, by RNs, for each 24-hour period: Mon-Fri Wkends/Holidays Cty Jail #1 – 72 hrs 72 hrs Cty Jail #2 – 96 hrs 80 hrs Cty Jail #3 – 72 hrs 48 hrs

731. This Section V.C is not subject to the grievance procedure or to the Article V dispute resolution procedures.

V.D. JOINT RN/DPH MONITORING COMMITTEE

1. Establishment

732. DPH and the Union agree to maintain their joint commitment to participation in a collaborative effort regarding issues of mutual interest, including discussion, deliberation, and resolution of issues. As part of our responsibilities for providing quality health care services, the parties hereby establish a Joint Registered Nurse/Department of Public Health Monitoring Committee.

2. Purpose

733. The purpose of this committee shall be to review and make recommendations on subjects of mutual concern and interest including, but not limited to:

- Review the actual and anticipated impacts of the ACA on the services provided by DPH including the need to restructure and the effects of re-structuring as a result of health care reform.
- Assurance of professional standards and optimal patient care.
- Staffing, including monitoring of hiring, vacancies, reassignments, and use of overtime and P103 hours.
- Issues of training, cross-training and in-service education.
- ADO's
- Other Joint Labor Management issues as may arise.
- The impact of management decisions on quality of patient care, access to patient care, cost of patient care, employee productivity, and employee morale.

3. Committee Involvement

734. This Committee shall not be directly involved in meeting and conferring nor the handling of grievances. Grievances shall be resolved through procedures defined and described elsewhere in this MOU and under applicable City law.

4. Structure

735. The organizational structure of the Joint RN/DPH Monitoring Committee shall be as follows:

A. Department wide committee:

736. There shall be two (2) Labor Co-Chairs of the Joint RN/DPH Monitoring Committee. Each Labor Co-Chair, shall be selected from a different DPH site, and shall be granted up to two and one-half days of release time each week to perform the work of the committee co-chair, in addition to the release time granted to attend Monitoring Committee meetings.

737. The Department agrees to utilize its best efforts to provide a work-space for the Labor Management Co-Chairs, within existing City regulations regarding the use of City equipment.

Labor Co-Chairs

738. The Labor Co-Chairs of the Joint RN/DPH Monitoring Committee shall:

a. Participate in all Department and designated Divisional RN Monitoring Committees.
b. Promote professional standards and optimal patient care.
c. Monitor restructuring as a result of health care reform.
d. Identify and facilitate issues of training, cross-training, and in-service education.
e. Communicate with all units regarding their right to complete and file ADO's, follow-up with identified concerns from ADO's that have been completed and filed, and maintain an ADO binder which includes responses, plans for correction, and recommendations for improved patient care.
f. Establish and implement a regular visitation schedule to all nursing units, after notification of the appropriate Nurse Manager, on all shifts throughout the Department to facilitate communications towards continuous improvements in nursing care.
g. Make recommendations to improve the quality of patient care, access to patient care, cost-effectiveness of patient care, employee productivity, and employee morale.
h. Communicate with Management for each committee to set agendas for meetings; be point person for Union information requests; and provide regular updates at the Committee Meetings.

Meetings

739. The committee shall consist of fourteen (14) members. Seven (7) members shall represent the department. Seven (7) members shall represent RNs as follows: one Jail Health Services, three SFGH, one LHH and two CPHS/Mental Health/Primary Care/HAH. RN representatives shall be selected from the divisional committee memberships. In addition, the Union may request that a representative from DHR attend a department-wide committee or a divisional Committee meeting. The request should be sent at least two (2) weeks prior to a scheduled meeting, and a DHR representative will make every reasonable attempt to attend if such a request is made.

740. In the event that an issue brought to the department-wide committee or a divisional committee is not resolved, either party may request a Mediator from the State Mediation and Conciliation Service. The Mediator shall attend the next scheduled committee meeting, or when available, to help address the issue and make written recommendations to the committee.

741. If the committee does not agree to implement the Mediator's written recommendation, the parties agree to submit up to three (3) unresolved issues that are within the scope of representation as defined by the Meyers Milias Brown Act and do not fall within the grievance procedure to the Mayor for final determination two (2) times per fiscal year. The Union understands and agrees that the limitations referenced in the preceding sentence are cumulative across all City bargaining units represented by the Union, excepting the MTA Service Critical bargaining unit.

B. Divisional Committees

742. (1) Membership

The four divisional committee shall consist of the following RN membership:

(a) Jail Health Services: 1 (one) member from each jail

(b) SFGH: 9 (nine) members (c) LHH: five (5) members
(d) CPHS/Mental Health/Primary Care/HAH: 9 (nine) members

743. (2) Meetings
(a) Jail Health Services: one (1) per month
(b) SFGH: one (1) biweekly to be conducted in accordance with the side letter regarding SFGH labor monitoring committee effective for the 2014-2016 MOU
(c) LHH: one (1) per month
(d) CPHS/Mental Health/Primary Care/HAH: one (1) per month

744. (3) Divisional Committees may establish ad-hoc work groups by mutual agreement.

5. Release Time

745. RN representatives on the Joint RN/Department of Public Health Monitoring Committee shall be granted release time with pay when participating in committee meetings during their normal work schedule, subject to operational requirements. Attendance during non-work hours will be compensated as work time. The schedule of committee meetings shall be established with sufficient advance notice to accommodate operational requirements. The union shall notify the department of the names of Registered Nurse members and changes in membership as they occur in order to be considered for release time.

V.E. HEALTH AND SAFETY

Commitment to Safe and Healthy Work Environment

746. The City acknowledges its responsibilities to provide safe and healthy work environments for City employees and users of City services. Every employee has the right to safe and healthy working conditions.

The Department of Public Health Bloodborne Pathogen Safety Devices Committee

Purpose

747. The purpose of the committee is to develop and maintain a comprehensive program that reduces the risk of blood borne pathogen exposure for employees and affiliated staff working in Department of Public Health (DPH)) facilities. The program will integrate the evaluation and selection of the best available safety devices and the evaluation and recommendation of related user-training and work practices.

Composition

748. (A) The committee will contain eight members selected by DPH management and eight selected by and from labor. Labor and management may also select additional alternative representatives that may attend in the place of their designated representatives. Labor constitutes DPH staff and staff of their representative unions. The committee may request other experts to participate in committee activities; however, expert participation will be limited to an advisory capacity only.

749. (B) The committee will be co-chaired by a representative from management and a representative from labor.

750. (C) Committee membership shall not include individuals with any financial interest in or affiliation with manufacturers of engineered safety devices within the last five years.

Scope and Authority

751. (D) The committee will report to the Director of Public Health. Specific reporting requirements are detailed in the section on responsibilities below. The committee will have the consultation and support of the DPH management where needed to help implement its recommendations.

752. (E) The committee will have access to all non-medically confidential information necessary to fulfill its objectives including but not limited to the OSHA 300 Log, the Sharps Injury Log, and "Needlestick Hotline" Summary Data for all employees working at DPH facilities. The committee will obtain information on individual exposure incidents through the incident follow up conducted by the DPH Environmental Health and Safety Program.

753. (F) The committee will be responsible for establishing criteria for engineered sharps safety devices selection in the DPH. The committee will employ these established criteria to oversee and guide device evaluation processes in representative groups of frontline users and determine the preferred device for purchasing. The committee will select the single best device for each clinical practice or need. The committee will communicate its recommendations directly to the purchasing department in a method consistent with purchasing protocols. Recommendations made regarding resource allocation will follow the standard process for resource allocation in the DPH.

754. (G) The committee will identify unsafe device use practices that contribute to blood borne pathogen exposures and work with stakeholders, supervisors, and trainers to develop and promulgate alternative and safer work practices.

755. (H) The committee will identify training needs, including training frequency, content, and evaluation, required for optimum safety device use and work with stakeholders, supervisors and trainers to ensure their needs are met.

756. (I) Decisions of the committee will be made by consensus whenever possible; however, in the absence of consensus the committee may make decisions by majority vote. Issues at impasse will be brought to the Director of Environmental and Occupational Health and Safety for resolution with an opportunity for appeal to the Director of Public Health by any committee member.

757. (J) The co-chairs of the committee will serve as CHN representatives to the three-hospital safety device committee (UCSF, VA, and SFGH) should it be re-established.

Responsibilities

758. (K) The committee will operate under the standards of DPH committees and adhere to requirements set by JCAHO, California Title 22, and CAL-OSHA.

759. (L) The committee will always solicit input from direct care providers in its assessments.

760. (M) The committee will meet every two months.

761. (N) The committee will prepare: (1) An action plan every 12 months with description of the following years priorities, objective, anticipated activities, and resource requirements. (2) A report every 6 months detailing progress towards objective. Both reports will be presented to the Director of Public Health annually.

762. (O) Minutes of meetings will be taken and made available to DPH staff.

763. (P) Union representatives will be granted release time during regular work hours with pay subject to operational and staffing requirements to attend committee meetings and work on committee assigned projects. The scheduling of meetings and work projects with sufficient advance notice will enhance the ability to grant release time.

764. (Q) The Labor co-chair of the committee shall be granted up to one (1) day of release time each week to do the work of the committee co-chair. This shall be in addition to the release time granted to attend committee meetings.

765. (R) The committee may assign specific work projects to one or more of its members. Participation in committee-approved work projects may occur outside of regular committee meetings. The committee will notify managers of approved work projects so that union representatives may be appropriately released or granted compensatory time off pursuant to this agreement.

766. (S) Union representative members will be granted straight-time compensatory time-off for part-time employee members and time-and-one-half compensatory time-off for full-time employee members for each hour involved in committee meetings and work projects during non-work hours.

767. No Registered Nurse shall suffer adverse action by reason of the Nurse's refusal to perform hazardous or unsafe tasks or the Nurse's refusal to enter unsafe or hazardous areas. When, in the best judgment of the nurse, such conditions exist, the nurse shall notify the Nurse's supervisor, and departmental safety committee. If a management and Union representative concur that a task or area is hazardous, the employee shall be reassigned until the hazard is eliminated. If there is no concurrence, the matter shall be submitted to the grievance procedure for resolution. Departmental Safety Committee Members' names will be posted in all nursing work areas.

768. The Department shall provide all medical personnel and health care providers with training in health and safety, including but not limited to, training on safety devices, protection against infectious diseases, handling of hazardous materials, chemical spills and use of personal protective equipment. All training will be properly documented.

769. In the event more than one administrative remedy may be available within the City and County governmental system of San Francisco, the Union shall elect one. An individual employee may exercise whatever right the employee may have under law. Notwithstanding such exercise, the Union shall not finance more than the proceeding it elects.

<u>Information</u>

770. The City shall provide the Union departmental lists on a monthly and cumulative annual basis containing the vital information on all work related injuries to nature of illness and injury, dates, time lost, corrective action, current status of employee, cost of injury and work location.

Alternative Assignments
(Alternative Assignments do not apply to P103 Per Diem Nurses)

771. The Department will make a good faith effort to return a nurse who is pregnant or who has sustained an injury or illness and whose medical provider(s) certify the nurse is temporarily unable to perform specified aspects of the nurse's regular job duties to temporary modified duty within the employee's medical restrictions.

772. 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. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift (including regular days off), and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift (including different days off), and/or in another department. 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 and that the employee will be compensated in the modified duty assignment at the employee's regular base hourly rate.

Labor Code Compliance

773. The Department shall comply with the California Labor Code, hazardous Substances Information & Training, by providing Registered Nurses with Cal-OSHA Material Safety Data Sheet (MSDS) which relate to hazardous substances in the workplace. Nothing herein is deemed to supersede state law.

SMART Training

774. Throughout the life of this Agreement, the City agrees that it will make SMART (Safety Management and Response Techniques) training available for members of this bargaining unit.

Battery Leave with Pay for Assaulted Employees

775. Consistent with Administrative Code Section 16.170, nurses shall receive leave with pay for any absences which are caused by bodily injury or illness arising out of and in the course of employment and caused by an act of violence.

776. The City shall process requests for assault pay within seven (7) working days of the injury or illness, provided that the medical provider's first report of injury is received within five (5) days of injury and that the fact of industrial injury is confirmed. The City shall expedite approved requests for assault pay. The City shall reimburse assault pay recipients for any paid leave they utilized in the interim. Disability benefits shall begin with the first day of injury.

777. Per diem nurses shall receive battery leave for the average of weekly earnings for the last six (6) months.

Traumatic Event

778. The City will make available a trained Critical Incident Stress Debriefing (CISD) person to meet with employees who experience a traumatic event during the course of employment. Additionally,

San Francisco General Hospital has a Critical Incident Response Team (CIRT) which is a collaboration between the University of California (UC) and the City that responds within 48 hours of notice of an incident whenever possible.

SFGH Violence Prevention Team

779. The Department of Public Health will institute a Violence Prevention Team at SFGH, consisting of the Administrator on Duty ("AOD") and the Department of Public Health's Director of Security, a representative of the Sheriff's Department, to respond promptly to safety and security concerns, including threats to patients and staff. The team will report any safety or security concern to the SFGH Management Response Team.

780. The AOD will have the authority to temporarily close any nursing unit to visitors, and take other appropriate action to ensure patient safety.

Workplace Violence Prevention (WVP) Committee

781. The City and the Union are committed to providing a safe working environment and to complying with applicable State and Federal safety standards including CalOSHA regulations.

782. The WVP committee will research, develop, and recommend measures to improve safety strategies, trainings, and to reduce violent incidents at SFGH, LHH, and SFDPH Community programs. The committee will report to the joint Committee RN/DPH Labor Management Monitoring Committee (LMMC).

783. Upon the Union's request, the Department shall provide the Union with workers' compensation assault claim data and Occupational Safety and Health Administration (OSHA) Form 300 logs.

784. The parties will meet to discuss developing other strategies to address safety concerns including, but not limited to, providing appropriate safety training and increasing the number of panic buttons.

785. The WVP committee will consist of up to six (6) members selected by DPH management and six (6) frontline patient care staff designated by SEIU Local 1021. Labor and management may also select additional alternative representatives that may attend in the place of their six (6) designated representatives. Labor constitutes SEIU Local 1021 staff and members. The Committee will be co-chaired by representatives from management and labor.

786. The committee will meet once every month for two (2) hours as paid release time. Meeting minutes will be taken and made available by the next meeting.

787. The Labor co-chair of the committees shall be granted up to six (6) hours of release time every month to do the work of the committee co-chair including committee meetings. If committee members are assigned work from the WVP committee meeting, they will be granted up to two (2) hours of release time per month for such work.

Panic Buttons Maintenance and Testing

788. Panic buttons shall be tested and maintained on a regular basis.

Safe Patient Handling and Movement Policy

789. The Department Nursing Policy 1.17 titled "Safe Patient Handling Program" for all inpatient units at San Francisco General Hospital will consist of ten (10) permanent Patient Handling Specialists (formerly referred to as the "Lift team") to be proficient in the use of mechanical lifting equipment and devices, available as a resource to assist staff and to provide consultation to staff in safe patient handling techniques, participate in training staff, and monitor the lifting equipment and devices to ensure that the equipment/devices are properly cleaned and maintained. Ongoing compliance data concerning safe patient handling specialists will be reported to the SFGH and Citywide Monitoring Committee. The Department and Union will maintain an SFGH Safe Patient Handling Committee to monitor the progress of the program.

Purpose

790. The purpose of the committee is to develop and maintain a comprehensive program that reduces the risk of injuries due to patient handling for employees and affiliated staff working in Department of Public Health (DPH)) facilities. The program will integrate the evaluation and selection of the best available safety devices and the evaluation and recommendation of related user-training and work practices.

Composition

791. (A) The committee will contain six members selected by DPH management and six selected by and from labor. Labor and management may also select additional alternative representatives that may attend in the place of their designated representatives. Labor consists of SFGH staff and staff of their representative unions. The committee may request other experts to participate in committee activities; however, expert participation will be limited to an advisory capacity only.

792. (B) The committee will be co-chaired by a representative from management and a representative from labor.

793. (C) Committee membership shall not include individuals with any financial interest in or affiliation with manufacturers of engineered lifting/safety devices within the last five years.

Scope and Authority

794. (D) The committee will report to the CEO of SFGH. Specific reporting requirements are detailed in the section on responsibilities below. The committee will have the consultation and support of the DPH management where needed to help implement its recommendations.

795. (E) The committee will have access to all non-medically confidential information necessary to fulfill its objectives including but not limited to the OSHA 300 Log, and applicable Worker's Compensation Data for all employees working at DPH facilities. The committee will obtain information on individual lifting injuries/accidents through the incident follow up conducted by the DPH Environmental Health and Safety Program.

796. (F) The committee will be responsible for establishing/approving criteria for lifting devices selection in the DPH. The committee will employ these established criteria to oversee and guide device evaluation processes in representative groups of frontline users and determine the preferred device for purchasing. The committee will select the best patient handling or moving solution for the patient's dependency level. The committee will communicate its recommendations directly to the

purchasing department in a method consistent with purchasing protocols. Recommendations made regarding resource allocation will follow the standard process for resource allocation in the DPH.

797. (G) The committee will identify unsafe device patient handling practices that contribute to handling-related injuries and work with stakeholders, supervisors, and trainers to develop and promulgate alternative and safer work practices.

798. (H) The committee will identify training needs, including training frequency, content, and evaluation, required for optimum safe patient handling and movement with stakeholders, supervisors and trainers to ensure their needs are met.

799. (I) Decisions of the committee will be made by consensus whenever possible; however, in the absence of consensus the committee may make decisions by majority vote. Issues at impasse will be brought to the Director of Environmental and Occupational Health and Safety for resolution with an opportunity for appeal to the Director of Public Health by any committee member.

Responsibilities

800. (J) The committee will operate under the standards of DPH committees and adhere to requirements set by JCAHO, California Title 22, and CAL-OSHA.

801. (K) The committee will always solicit input from direct care providers in its assessments.

802. (L) The committee will meet monthly.

803. (M) The committee will prepare: (1) An action plan every 12 months with description of the following year's priorities, objective, anticipated activities, and resource requirements. (2) A report every 6 months detailing progress towards objective. Both reports will be presented to the Director of Public Health annually.

804. (N) Minutes of meetings will be taken and made available to DPH staff.

805. (O) Union representatives will be granted release time during regular work hours with pay subject to operational and staffing requirements to attend committee meetings and work on committee assigned projects. The scheduling of meetings and work projects with sufficient advance notice will enhance the ability to grant release time.

806. (P) The Labor chair of the committee shall be granted up to one (1) day of release time each week to do the work of the committee co-chair. This shall be in addition to the release time granted to attend committee meetings

807. The Union may designate one (1) SFGHMC nurse to participate in each of the following committees: the SFGH Joint Nursing Pharmacy Committee; the SFGH Rebuild Committee; the Recycling Task Force; and the SFGH Product Evaluation Committee.

Joint Labor-Management Occupational Safety and Health Committee

808. There is hereby created a Joint Labor-Management Occupational Safety and Health Committee consisting of ten (10) persons appointed by the Unions representing City employees and ten (10)

persons appointed by the Mayor. Appointees of the Union shall serve on released time subject to departmental approval which shall not be unreasonably denied.

809. The goals and objectives of this committee are set forth in the "Work Plan" for the Labor-Management Occupational Safety and Health Committee attached in APPENDIX A of this MOU.

Assault Prevention

810. The Department will make good faith efforts to conduct three (3) rounds per eight (8) hour shift by security personnel on units 7.A., 7.B. 7.C., and Psychiatric Emergency Services at San Francisco General Hospital. The Department will, in addition, make a good faith effort to conduct two (2) security rounds per evening and night shift by security personnel at San Francisco Behavioral Health Center.

811. DPH staff may request to attend any SMART training pending space availability. By January 1, 2015, the Department will develop a SMART training or comparable training on safety specific to the non-acute care worksites. Additional safety specific training will be developed for non-hospital worksites.

Mandatory HIV Testing

812. Based on current scientific evidence that rigorous adherence to universal precautions and infection control procedures is the most appropriate practice to prevent infection or disease as a result of the occupational transmission of blood borne pathogens, the City shall not require mandatory testing of nurses for HIV disease. The City continues to support voluntary anonymous and confidential testing and voluntary disclosure of HIV status.

813. A nurse who has possible blood borne pathogen exposure will have access to a twenty-four hour hotline which provides counseling, referral to immediate prophylaxis (i.e. post-exposure prophylaxis available according to established scientific standards), connection to source patient evaluation systems, and access to free confidential baseline testing. Any nurse requiring immediate medical care will be treated either by Employee Health Services (EHS) or, when EHS is closed, the SFGHMC Emergency Department. Free follow-up testing for post-exposure seroconversion will be offered at the interval(s) and duration which are uniformly clinically recommended.

814. A potentially exposed nurse will have immediate phone access to (Critical Incident Stress Debriefing) CISD services post incident. Staff will be referred to Employee Health Services for consultation following exposure.

815. Nurses with possible blood borne pathogen exposure will be informed about and given the Employee's Claim for Worker's Compensation Benefits to complete and return; the nurse's supervisor will complete/file the Employer's Report of Injury or Illness for each potential exposure reported by staff.

Reassignment Following Assault

816. The personnel division shall seek to accommodate the reassignment of the Nurse, when the Nurse and the nurse's physician agree that the Nurse should not return to the original work site. Upon receipt of the request for reassignment, the Personnel Officer will coordinate potential interviews for reassignment to facilitate the placement of the Nurse into a vacant Registered Nurse position (or

Public Health Nurse position, if the employee is a Public Health Nurse) that is mutually agreeable to the Nurse and the unit's supervisor.

817. The Department will make good faith efforts to implement procedures to notify appropriate staff, including, but not limited to, staff located at Health at Home, the SFGH Emergency Department and ICU, as well as Public Health Nurses and Case Managers in the High Utilization Program, in a timely manner, of potential or actual violent situations in the community.

V.F. JAIL HEALTH SERVICES DIVISION

(SECTION V.F. does not apply to P103 Per Diem Nurses)

818. A non-probationary permanent registered nurse who is assigned to Jail Health Services and who suffers the loss of a jail security clearance shall be reassigned to another position in the same class subject to the following conditions:

a. the basis for revocation of the jail security clearance would not otherwise be grounds for discharge,
b. there are available vacant positions approved for filling, and
c. the nurse possesses the skills and abilities required of the position.

V.G. THE IMPAIRED NURSE

819. The Department and the Union recognize that alcoholism and chemical dependency are treatable diseases which may impair nurse performance on the job and affect patient care.

820. When the Department is made aware of an impaired nurse, they will be referred to DPH Human Resources who will provide a list of resources to the nurse including referral information to Leave of Absence and ADA programs, Employee Assistance Program (EAP), and the California Board of Registered Nursing Intervention Program for Registered Nurses.

821. The Union and the Department will both approach the Health Service System Board to discuss (*if applicable for Per Diem*) and suggest changes in Health Care Plans, including possible treatment programs for the impaired nurse.

V.H. SFGH BUILDING 25

822. The Union shall be allowed to designate one attendee from the ranks of direct care providers in covered classifications from work units that are undergoing Department initiated continuous improvement activities. The Union will designate attendees to participate in the Department's process improvement programs to help plan and develop work processes.

823. If SFGH creates additional process improvement or other planning committees to help plan and develop work process in the new hospital, the Union will be allowed to designate one (1) attendee from the Union.

V.I. TELECOMMUTING

824. An employee who meets the Telecommuting Program eligibility criteria and program guidelines may apply to participate in the Telecommuting Program. Requests for participation in the Telecommuting Program shall be responded to within thirty (30) days. As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject to the telecommuting appeal process. Telecommuting agreements will be offered within a department, program, or clinic based on operational need and in an equitable manner.

825. In addition to the above, the Department will approve telecommuting agreements for nurses regularly scheduled for administrative time to the extent possible. Any telecommute agreement is subject to staffing needs and not guaranteed. Any employee on an approved telecommute agreement must be able to report to work within two (2) hours in case of safety, staffing, and other onsite service needs.

826. Either a telecommuting employee or the City may end a telecommuting arrangement at any time, however, telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. In the event a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal the decision to the City's Human Resources Director, whose decision shall be final and binding. Neither the Telecommuting Program nor this section are subject to the grievance and arbitration procedure of this Agreement.

ARTICLE VI. SCOPE

VI.A. ADMINISTRATIVE PROVISIONS

1. STAFF NURSES

827. Should any terms or conditions spelled out in this MOU differ from the SSO which pertains to Charter Section 8.403 for the fiscal year(s) covered by this MOU, such terms and conditions noted herein shall prevail.

2. PER DIEM

828. *Should any terms or conditions spelled out in this MOU differ from the SSO for the fiscal year(s) covered by this MOU, such terms and conditions noted herein shall prevail.*

VI.B. SCOPE OF AGREEMENT

829. The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the jurisdiction of the Board of Supervisors or the Department of Public Health and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

830. The Board of Supervisors agrees to adopt any appropriation ordinance required to fully implement the provisions of this MOU. In addition to the formal processing of such ordinance, the Employee Relations Director shall personally brief the Controller, the Mayor and the Mayor's Executive Deputy, Fiscal and Program Administration on the content of such ordinance. In the event that any one or more of the included provisions cannot be implemented for whatever reason, or a court of competent jurisdiction finds any one or more of the included provisions cannot be implemented for whatever reason, or a court of competent jurisdiction finds any one or more provisions herein to be illegal, the parties shall immediately commence meeting and conferring to determine a suitable replacement or equal dollar value, retroactive to the effective date of this Agreement, or commencing on such subsequent date when implementation of such provision is suspended, whichever is later.

VI.C. CIVIL SERVICE COMMISSION JURISDICTION

(SECTION VI.C. Civil Service Commission Jurisdiction does not apply to P103 Per Diem Nurses)

831. All matters provided in this Agreement within the jurisdiction of the Civil Service Commission are subject to approval of the Civil Service Commission and are excluded from the grievance or arbitration provisions of this Agreement.

VI.D. SAVINGS CLAUSE

832. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction by reason of conflicting with a Charter provision or existing ordinances ore resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the MOU.

VI.E. DURATION

833. This Agreement shall be effective July 1, 2024 and shall remain in full force and effect through June 30, 2027. The parties agree that each will make every good faith effort to conclude a successor agreement on or before the expiration date noted.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this _____ day of _____, 2024.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

Carol Isen Date
Human Resources Director

Ardis Graham Date
Employee Relations Director

APPROVED AS TO FORM:
DAVID CHIU
CITY ATTORNEY

Jonathan Rolnick Date
Chief Labor Attorney

FOR THE UNION

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

Oumar Fall Date
Interim San Francisco Field Director
SEIU, Local 1021 Staff and Per Diem Nurses

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

David Canham Date
Executive Director
SEIU, Local 1021 Staff and Per Diem Nurses

Nato Green Date
Collective Bargaining Coordinator
SEIU, Local 1021 Staff and Per Diem Nurses

FOR THE UNION

Aaron Cramer Date SEIU, Local 1021 Staff and Per Diem Nurses	Heather Bollinger Date SEIU, Local 1021 Staff and Per Diem Nurses
Aileen Alba Date SEIU, Local 1021 Staff and Per Diem Nurses	Hong Yuan Date SEIU, Local 1021 Staff and Per Diem Nurses
Amit Costa Date SEIU, Local 1021 Staff and Per Diem Nurses	Jennifer Esteen Date SEIU, Local 1021 Staff and Per Diem Nurses
Brittany Hewett Date SEIU, Local 1021 Staff and Per Diem Nurses	Jenny McGrane Date SEIU, Local 1021 Staff and Per Diem Nurses
Dana Pullman Date SEIU, Local 1021 Staff and Per Diem Nurses	Joseph Duncan Date SEIU, Local 1021 Staff and Per Diem Nurses
Dawn Surratt Date SEIU, Local 1021 Staff and Per Diem Nurses	Kathleen MacKerrow Date SEIU, Local 1021 Staff and Per Diem Nurses
Diane Robbins Date SEIU, Local 1021 Staff and Per Diem Nurses	Katie Aschero Date SEIU, Local 1021 Staff and Per Diem Nurses
Elizabeth Marlowe Date SEIU, Local 1021 Staff and Per Diem Nurses	Kevin Zhu Date SEIU, Local 1021 Staff and Per Diem Nurses

Kristen Vandling Date
SEIU, Local 1021 Staff and Per Diem Nurses

Shawnesha Smith Date
SEIU, Local 1021 Staff and Per Diem Nurses

Megan Green Date
SEIU, Local 1021 Staff and Per Diem Nurses

Raphaella Rountree Date
SEIU, Local 1021 Staff and Per Diem Nurses

Norlissa Cooper Date
SEIU, Local 1021 Staff and Per Diem Nurses

Stavroula Kolitsopoulos Date
SEIU, Local 1021 Staff and Per Diem Nurses

Robert Quiggle Date
SEIU, Local 1021 Staff and Per Diem Nurses

APPENDIX A: PROPOSED WORKPLAN FOR THE LABOR/MANAGEMENT OSH COMMITTEE

This document outlines overall goals and objectives for the City-wide joint labor management occupational safety and health. The first goal is to establish the committee. Once the committee has been established and has finalized recommendations in each of the areas discussed below, this information will be presented to the Mayor. Subsequently, the Mayor will respond to the recommendations of the committee. A timetable for implementing the identified goals and objectives is attached.

Goal 1: ESTABLISH A JOINT LABOR MANAGEMENT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE FOR THE CITY AND COUNTY OF SAN FRANCISCO

OBJECTIVE 1.1

With the input from both labor and management, the Mayor will establish the structure of the joint labor/management occupational safety and health committee. This will include:

Identification of management representatives to serve on the committee.

Delegating lead role responsibility for facilitating the committee to the appropriate Department Head (DPH?).

Providing appropriate support personnel to staff the committee, or requesting City Departments to provide support staff as needed. Support staff could include certified industrial hygienists, certified safety professionals, etc.

OBJECTIVE 1.2

The Mayor will define the roles and responsibilities of the joint labor/management occupational safety and health committee.

OBJECTIVE 1.3

The Mayor will prepare a written mission statement for the committee. This mission statement will discuss the function and purpose of the committee, and will define their authority.

OBJECTIVE 1.4

Both labor and management will review the mission statement and scope of authority for the committee. Labor and management will recommend revisions to the mission statement as necessary for it to be mutually acceptable.

OBJECTIVE 1.5

The Mayor will appoint a co-chairperson for the committee (DPH).

GOAL 2: EVALUATE EXISTING OCCUPATIONAL SAFETY AND HEALTH PROGRAMS WITHIN THE CITY AND COUNTY OF SAN FRANCISCO

OBJECTIVE 2.1

The committee will review the actions and recommendations of the previous joint labor management occupational safety and health committee.

OBJECTIVE 2.2

The committee will review the general CAL OSHA rules and regulations pertaining to occupational safety and health of City employees. As needed, the committee will review specific CAL OSHA regulations which impact on occupational safety and health programs within the City and County of San Francisco.

OBJECTIVE 2.3

The committee will review any Memorandums of Understanding (MOU) or other contractual material which incorporates occupational safety and health requirements.

OBJECTIVE 2.4

The committee will produce a list of potential occupational safety and health programs within the City and County of San Francisco. Note: the presence of an item on this list does not imply that all committee members agree that this is a problem area. It merely indicates that at least one committee member believes that this is an area inquiring attention.

OBJECTIVE 2.5

The committee will review the present structure and staffing of occupational safety and health programs within the City and County of San Francisco.

OBJECTIVE 2.6

The committee will review the present structure and staffing of organizations which directly impact occupational safety and health programs within the City and County of San Francisco. This would include, but not be limited to:

The Center for Municipal Occupational Safety and Health (CMOSH)

The Retirement Program/Workmen's Compensation

The St. Francis Room

The Risk Manager's Office

Toxics and Safety Services Program

OBJECTIVE 2.7

The committee will review existing occupational injury and illness data, as well as the mechanisms used for collecting such data.

OBJECTIVES 2.8

The committee will evaluate the City's current available level of compliance with occupational safety and health regulations. DPH safety and health staff will provide overview.

OBJECTIVE 2.9

The committee will review all CAL-OSHA citations and inspections of City facilities conducted in the past five years.

GOAL 3: DEVELOP AND IMPLEMENT A WORK PLAN FOR A CITY WIDE OCCUPATIONAL HEALTH AND SAFETY PROGRAM WITHIN A SPECIFIED TIME FRAME

OBJECTIVE 3.1

The committee will prioritize the major issues that need to be addressed in a City-wide occupational health and safety program.

OBJECTIVE 3.2

The committee will develop a time line for implementing a City-wide occupational health and safety program.

OBJECTIVE 3.3

The committee will recommend appropriate staffing for a City-wide occupational safety and health program.

OBJECTIVE 3.4

The committee will develop a proposed budget for a City-wide occupational safety and health program.

OBJECTIVE 3.5

The committee will make specific recommendations on the amount and type(s) of occupational safety and health training needed by City employees (managers, supervisors, line workers, etc.)

GOAL 4: DEVELOP THE DEPARTMENTAL OCCUPATIONAL SAFETY AND HEALTH COMMITTEE STRUCTURE FOR THE CITY AND COUNTY OF SAN FRANCISCO

OBJECTIVE 4.1

Develop standing subcommittees of the overall joint labor management committee. Determine the membership, meeting requirements and goals for these subcommittees.

OBJECTIVE 4.2

Determine the appropriate committee structure for departmental occupational safety and health committees including: number and type of committees required; membership, meeting requirements; goals of the committee; and departmental and other reporting relationships.

OBJECTIVE 4.3

Determine the appropriate structure and composition for worksite safety and health committees including specification of membership, meeting frequency goals and reporting relationships.

GOAL 5: CONDUCT OCCUPATIONAL SAFETY AND HEALTH SITE ASSESSMENTS

OBJECTIVE 5.1

Develop a standing committee to develop priority site occupational safety and health checklist. Checklist will be the standard.

OBJECTIVE 5.2

Develop priority site inspection list. High priority site inspections will be based on predetermined criteria.

OBJECTIVE 5.3

Conduct site inspections. Purpose of inspections are to detect unsafe conditions and practices and hazardous materials and environmental factors. There are approximately 400 work sites.

OBJECTIVE 5.4

Provide written reports indicating findings and recommending suitable hazard abatement. Also included shall be updating work practices and hazard control.

OBJECTIVE 5.5

Committee will review all available safety and health data from site assessment to determine cost/effective automation.

APPENDIX B

During negotiations for a successor Agreement, the parties discussed changes to III.K. SENIORITY AND SHIFT ASSIGNMENT/STAFF NURSES for 12 Hour Units. SFGH agrees to continue to "grandfather" existing employees as follows:

The employees listed below will work seven (7) twelve-hour shifts per pay-period or eighty-four (84) hours total. The employees will be paid for eighty (80) hours and provided (at the employee's choice) four (4) hours of pay at time-and-one-half per pay period or four (4) hours of compensatory time off at time-and-one-half per pay period.

	Emp#	Last Name	First Name	Class	Unit
1	158323	Aldaz	Jessica	2328	ER
2	024751	Andes	Evelyn	2320	5C
3	037195	Billote	Sophia	2320	PACU
4	025250	Cosmiano	Teresita	2320	6H
5	016350	Cruz	Daisy	2320	4B
6	037607	Devera	May	2320	5C
7	040371	Esmero	Mary	2320	6H
8	014848	Fernandez	Liza	2320	6H
9	032049	Fortaleza	Grace	2320	PACU
10	023012	Isidro	Miriam	2320	5C
11	032893	Mangaccat	Myrna	2320	5D
12	040269	Nguyen	Huong	2320	6H
13	048985	Nolasco	Anna	2320	5D
14	029761	Orbino	Marissa	2320	4B
15	029893	Poblete	Teresita	2320	5E/R
16	017994	Pongol	Cleotilde	2320	PACU
17	015530	Puentes	Zenaida	2320	6H
18	024827	Ramos	Jocelyn	2320	6H
19	020527	Reyes	Gliceria	2320	4B
20	035162	Sarzaba	Merceditas	2320	6H
21	023980	Thiebaud	Lorraine	2320	PACU
22	156730	Westheimer	Gabriel	2328	ER
23	016286	Jagers	Annette	2320	5A

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

Side Letter of Agreement: SFGH Labor Monitoring Committee

The parties agree to the following changes to the SFGH Committee structure and meeting process.

1. Topics for the SFGH Divisional committee include but are not limited to the following: ratios (inclusive of breaks, meal and time-off requests); ADOs and written responses from Administration to the ADOs; new initiatives that relate to quality of care; updates on the new building; pay check issues; budget updates; health and safety; training; scheduling; tuition reimbursement concerns and other SFGH labor relations matters that may arise. Grievances and disciplinary actions will not be discussed. The Committee will not engage in collective bargaining.
2. The Union members of the Committee will have the necessary release time for the meetings built into each employee's schedule. Both parties recognize that on rare occasions clinical and operational circumstances may override the release of one or all union members for that particular meeting.
3. The Union and SFGH will each appoint a Co-Chair who will work together to prepare an agenda for each meeting.
4. Agendas will be established in advance and provided to the members of the Labor Monitoring Committee at least five days prior to the scheduled meeting. Co-Chairs will jointly determine when items submitted after that timeframe will be on the agenda.
5. SFGH is responsible for the minutes and to email draft minutes to the Union Co-Chair within 72 hours after the meeting. Requested revisions to the minutes will be sent to the Co-Chairs by email so the minutes may be approved at the next meeting. Copies of the minutes will be forwarded to the CNO, CEO, and the DPH Director.
6. If the Committee wants a specific subject matter expert to be present to discuss a specific issue, SFGH will invite that individual to attend.
7. SFGH will add 30 minutes of preparation time for each committee meeting.

Side Letter of Agreement: Voluntary Reduced Work Period for Public Health Nurses

The parties agree to the following:

1. For the employee in Classification 2830 Public Health Nurse who is currently participating in the Voluntary Reduced Work Period program, SFGH agrees to continue to "grandfather" the existing employee as follows:

2. The employee listed below may continue to participate in the Voluntary Reduced Work Period program. Under the terms of the program, the employee may elect to participate for six (6) month periods in a five percent (5%) basic biweekly salary reduction plan subject to the approval of the Community Public Health Services Director of Nursing. By electing this alternate pay plan, the employee shall receive five percent (5%) less salary on a biweekly basis and, in addition to other vacation, holiday, and sick leave benefits, shall receive six and one-half (6-1/2) working days off with pay in one six-month period, provided that if the employee is entitled to be paid for less than forty (40) hours per week for the six (6) month period, the employee shall receive a pro rata portion of the six and one-half (6-1/2) days.

	Emp#	**Last Name**	**First Name**	**Class**
1	015413	Grandberry	Patricia	**2830**

3. If the employee resigns or retires during any six-month period, an adjustment shall be made in the final pay check for any portion of the six and one-half (6-1/2) days off with pay received but to which the employee lost entitlement by reason of their resignation.

4. This program will terminate when the employee listed above separates from City employment.

5. The program described in this Side Letter is subject to the grievance provisions in Article I.L. Grievance Procedure of the Collective Bargaining Agreement between SEIU Local 1021 Staff and Per Diem Nurses and the City and County of San Francisco.

Side Letter of Agreement: SFGH Just Culture Process Pilot Program (Pilot Program)

The parties agree that utilizing the "Just Culture" Process may enhance patient care, safety and outcomes. Therefore, effective February 1, 2017, the parties agree to establish a one-year pilot program at San Francisco General Hospital utilizing the Just Culture Process in investigating deviations from standard clinical practices and determining appropriate corrective measures. The Just Culture Process will not be used for investigating potential employee misconduct, including allegations of substance abuse, patient abuse, diversion or excessive tardiness or absences.

The Just Culture Process is intended to provide support, coaching and training for identified employees who need to improve clinical practice.

The Union will provide a shop steward and/or business representative trained in the Just Culture Process to attend meetings involving the Just Culture Process. Management will also provide a similarly trained nurse manager or human resources representative to be present at such meetings.

After the one-year Pilot Program ends, the City may extend the Pilot Program in its sole discretion. The Just Culture Process shall not limit the Department's right to conduct an administrative investigation and impose discipline.

SIDE LETTER
CITY AND COUNTY OF SAN FRANCISCO
AND SEIU, LOCAL 1021, STAFF AND PER DIEM NURSES

Re: Side Letter - Creation of an Evening Shift Parking Program

The City and the Union agree to maintain parking program for benefited Permanent Civil Service (PCS) RNs on the evening shift (3pm-11pm) at ZSFG.

The Department will create thirty (30) monthly parking passes for the MTA-managed garage located at ZSFG. The Department will make those passes available to up to thirty (30) RNs who are regularly assigned to an evening shift. The Department will select RNs for the program based on PCS Citywide seniority, allowing five (5) working days for a qualifying RN to accept or decline participation in the ~~pilot~~ program.

If a participating RN's shift changes or the RN otherwise no longer meets to the requirements to participate in the program, the RN shall return the parking pass to payroll. The Department will reissue passes returned to the next eligible RN.

Each participating RN will be required to create and maintain an account with the garage vendor in order to obtain a monthly parking pass. Each participating RN will be billed through the RN's required vendor account. The Department will calculate the price for the parking each month using the midpoint between the 24/7 and night monthly rates in effect at the time of the calculation. In the event of a rate change, participating RNs will be notified via email from the vendor, and their accounts shall be billed the new rate thereafter.

For the duration of the program, the following rules apply:

1. Evening shift card access to the parking garage is from 2:30 p.m. until 7:30 a.m.
2. No entry with card before 2:30 p.m. is authorized. If a participating RN enters before 2:30 p.m., the RN is required to pull a ticket and pay transient rates for the day.
3. Parking access cards are not transferrable and may not be shared with other persons. Any RN who allows someone else to use the pass shall be disqualified from further participation.
4. A participant who loses a pass is responsible for the replacement cost.
5. This program is not subject to the grievance procedure.
6. Pending extension or adoption of the program, a participating RN may remain on the existing ZSFG vendor parking lot waiting lists. If the parties extend or adopt the evening shift parking program, each participating RN who chooses to continue to participate in that program shall be removed from other vendor ZSFG parking lot waiting lists.

Effective July 1, 2024, the City will implement the following Pilot Parking Pass Review process:

1. No later than September 30, 2024, the City will provide the Union with a complete list of all bargaining unit parking pass holders.

2. No later than October 31, 2024, the City will purge the above list of all pass holders who are no longer employed or were not the original holders of the pass (i.e., people who received a parking pass without going through the official City permit application process).

3. No later than November 30, 2024, the City will offer the passes that were recovered through the process set forth in item 2 above to the parking pass waiting list.

4. The City will provide the Union semi-annually, no later than December 31 and June 30 of each year of this agreement, with the current waiting list of bargaining unit members who have applied for but not yet received a parking pass.

5. The City will repeat steps 1 and 2 semi-annually, no later than March 31 and September 30 of each year of this agreement.

6. This pilot shall expire on June 30, 2027, unless mutually extended by the parties.

May 24, 2022

Side Letter of Agreement: LHH New Graduate Program

During the term of this Agreement, the Department of Public Health shall make reasonable efforts to hire, train, and retain at least four (4) newly-graduated, licensed nurses as Permanent Civil Service employees at Laguna Honda Hospital. Notwithstanding the foregoing, failure to achieve that goal shall not be subject to the grievance procedure. This provision shall sunset on June 30, 2024. The Department will present its plan for this program to the Laguna Honda Hospital Labor Management Monitoring Committee (LMMC) by October 1, 2022 and 2023. The parties will evaluate the program at the Laguna Honda Hospital LMMC by November 1, 2022 and 2023, and assess whether to extend the program if there are continuing vacancies and the availability of funding.

May 18, 2022

Side Letter of Agreement: New Graduates

To retain and promote the career development of SEIU Local 1021 represented employees into nursing classifications covered by this Agreement, employees will be eligible for the 20/20 Program, SEIU Workforce Initiative Training Program, or other City-sponsored workforce development initiatives. Employees who earn a RN license or advance practice license required for classifications covered by this Agreement will be eligible to receive priority in appointment to new graduate training programs for which they are qualified. The availability of new graduate training programs will be dependent upon the availability of funding for such programs. Any appointments must be consistent with Civil Service Rules.

May 17, 2024

Side Letter of Agreement: Nurse Staffing and Hiring

A. New Commitments and Dispute Resolution Procedure

1. Effective for fiscal years 2024-2025, 2025-2026, and 2026-2027. The Department of Public Health (DPH) will *request that the 2320* and 2830 *positions listed below be included in the Mayor's balanced budget submission to the Board of Supervisors. The positions below represent annualized FTEs as the City budget system requires that new positions appear as 0.79 FTE in the first year budgeted, then annualize to 1.0 FTE in the second year:*

    a. DPH will request eleven and seven tenths (11.7) 2320 FTEs to staff the Medical/Surgical units.

    b. DPH will request one and eight tenths (1.8) 2320 FTEs to staff the Medical/Surgical units for break relief.

    c. DPH will request eight and six tenths (8.6) 2320 FTEs to staff Critical Care.

    d. DPH will request eleven and seven tenths (11.7) 2320 FTEs to staff Maternal Child Health.

    e. DPH will request four and two tenths (4.2) 2320 FTEs to staff the SFGH Emergency Department.

    f. DPH will request five and six tenths (5.6) 2320 FTEs to staff Psychiatric Emergency Services.

    g. DPH will request one and four tenths (1.4) 2320 FTEs to staff Jail Health Services.

    h. DPH will request one (1.0) 2830 FTE to staff the Maternal Child Adolescent Health.

    i. DPH will request one (1.0) 2320 FTE to staff Laguna Honda as a Nurse Educator

a. Effective July 1, 2019, the Department will not cancel any PACU nurse on nights or weekends when ZSFG is on condition yellow.

b. Effective October 5, 2019, DPH will staff Pod A in the ED at all times to provide care at a 1:3 nurse to patient ratio for all beds.

c. DPH shall seek to implement continuous recruitment for hard to fill classifications and specialties.

The staffing requests listed in section A.1 above reflect current staffing expectations at DPH as of July 1, 2024. Staffing at DPH is the subject of continuing discussions and is regularly adjusted based on census and regulatory requirements.

d. DPH Human Resources will provide monthly reporting to a designated representative from the Union on the status of hiring. including vacant and filled positions.

2. Dispute Resolution Procedure.

a. Subject to the terms set forth in this subsection A.2., the parties agree to an expedited arbitration process to resolve disputes under subsection A.1 of this side letter.

b. The parties shall select an arbitrator, using the process in subsection A.2.c below. The arbitrator shall schedule standing monthly arbitration dates to hear expedited arbitrations under this subsection A. The parties may set additional or more frequent dates as necessary, by mutual agreement.

c. By no later than July 29, 2024, the parties will discuss and seek to select an arbitrator by mutual agreement, to serve for the term of this side letter. If the parties are unable to agree on an arbitrator by August 26, 2024, the parties shall request a list of seven (7) arbitrators with experience in the health care industry from the State Mediation and Conciliation Service. The parties shall survey the arbitrators on the list to determine whether they are able and willing to serve in an ongoing capacity for a standing expedited arbitration process, and then select an arbitrator from those who indicate they are available for this process by the method of striking names.

d. Grievances under this subsection A.2 may only allege violation of the terms of subsection A.1. of this side letter.

e. The parties shall not be represented by lawyers at the expedited arbitrations or use briefs.

f. The arbitrator will issue a bench decision, which upon request by the parties will be reduced to writing. These decisions will be final and binding and shall not be used in any other cases.

B. Changes to the Hiring and Staffing Process

1. DPH will prioritize assignment of float pool patient care assistants to serve as patient coaches.

C. Other terms.

1. This side letter is not subject to the grievance procedure in the MOU or to the staffing dispute resolution procedure in Article V of the MOU. The dispute resolution procedure in section A.2 is the exclusive remedy for claimed violations of section A.1.

2. This side letter shall expire on June 30, 2027.

Side Letter Agreement – DHR Hiring Proposals

The parties are entering into this side letter to identify and set in motion, to the extent permissible under the San Francisco City Charter and Civil Service Rules, expedited selection processes to address the City's current vacancies in permanent civil service positions and reliance on P103s and other categories of temporary exempt employees. Given the significant number of vacancies, expected retirements, and reliance on overtime and temporary employees, the parties recognize the urgency to make changes to the City's hiring processes in order to best deliver critical nursing services to the public.

First, the Department of Human Resources is committed to using existing tools and resources to streamline City hiring processes, including:

- eliminating unnecessary administrative approvals for a position request to fill (RTF);
- expanding the use of online on-demand exams and continuous class-based testing;
- modifying or adopting new screening and assessment tools to evaluate applicants for entry-level and promotional exams; and
- streamlining hiring selection and approval processes to deliver qualified candidates to departments more quickly.

Second, the parties recognize the Civil Service Commission has the legal authority to establish examination and appointment rules, and many of those rules must either be amended, updated or rescinded to provide a merit-based system that better serves applicants, City employees and departments.

To that end, the DHR Director may seek appropriate Civil Service Rule amendments, to the extent, necessary to allow the City to fill vacant permanent positions more rapidly, including amendments that will make it easier for external P103s and other temporary employees to seek Permanent Civil Service (PCS) appointments, which may include expedited and/or priority consideration.

The City and the Union agree to meet within thirty (30) days of ratification of this Agreement to discuss making joint proposals to the Civil Service Commission requesting the Civil Service Rule changes described above.

Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Civil Service Commission outside of the process set forth in this side letter to streamline City hiring processes

Side Letter on Exempt Nurse Priority Hiring

The DHR Director will seek Civil Service Rule amendments to allow the City to fill vacant positions more rapidly, including amendments that will make it easier for employees with exempt status to seek Permanent Civil Service (PCS) appointments.

The Union and the City agree to use "rule of the list" as the default certification rule for all eligible lists established through this process.

The City and the Union agree that no later than December 30, 2024, they will jointly petition to the Civil Service Commission to request the Civil Service Rule changes described above.

Prior to the adoption of a potential rule change by the Civil Service Commission as described above, the Department of Public Health (DPH) when filling vacant nursing positions will give priority consideration as follows:

1. Reassigning permanent nurses requesting reassignment within the unit.

2. a) *Hiring P103 Per Diem Nurses on an eligible list who have worked an average of forty-eight (48) hours per month in the previous year within the unit where the vacancy exists.*

2. b) Hiring exempt nurses (not P103s) on an eligible list who have worked an average of 48 hours per month in the previous year within the unit where the vacancy exists.

3. Reassigning permanent nurses requesting reassignment within the facility.

4. Reassigning permanent nurses who apply for positions in another facility or division within DPH.

5. Hiring candidates from an active eligible list.

If, during the life of this Side Letter, there are inquiries or complaints regarding the merit-based selections in filling vacant nursing positions, the parties may submit an Inspection Service Request to the Civil Service Commission office for investigation and resolution of the matter.

While the Side Letter is in effect, Section 541 of the MOU will be suspended. Within thirty (30) calendar days after the adoption of any applicable Civil Service Rules, the MOU will be reopened for the sole and limited purposes of amending Articles II.B. Civil Service Examinations and Article III.W. Voluntary Reassignment consistent with the Civil Service Rule changes. If, after meeting for no sooner than three (3) months, there is a dispute over amending Article III.W., the parties will engage in mediation and utilize Najeeb Khoury as the mediator. Upon the completion of those negotiations, this Side Letter will expire.

Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Civil Service Commission outside of the process set forth in this side letter to streamline City hiring processes.

Side Letter: Staffing Pilot Program

This side letter establishes a joint labor management committee ("Committee") to create a pilot program to review nurse staffing at DPH. Each party shall designate four representatives to serve on the Committee. The City shall provide paid release time to the four union representatives and other subject matter experts as needed.

Each year during the term of the agreement, no later than September 30 of each calendar year, the City shall provide SEIU Local 1021 an electronic malleable file that contains the following information for all RN bargaining unit classifications for the previous fiscal year ending June 30.

1. Hours worked by P103s per pay period, by division and unit;

2. Hours worked by exempt employees (Categories 16, 17, and 18) per pay period, by classification, division, and unit;

3. Hours worked by permanent civil service employees per pay period;

4. Hours worked by registry employees per pay period, by classification, division, and unit;

5. Overtime hours worked by employees per pay period, by represented classifications, division, and unit;

6. Leave taken by employees by leave type.

7. Budgeted and vacant FTEs by classification, division, and unit.

No later than October 15 of each year, the parties shall engage in mediation with Najeeb Khoury or another agreed-upon mediator with the goal maximizing the use of permanent civil service positions to perform the work of represented employees.

If, by December 15 of each year, the parties are unable to reach agreement, the mediator shall issue a non-binding recommendation(s) regarding nurse staffing at DPH that is based on evidence and testimony presented during the mediation process. In making any such recommendations, the mediator shall be guided by the following factors: Bay Area standards for nurse staffing; state and federal laws; experts' recommendations, clinical evidence, and academic literature regarding quality of care; the City's operational ability to meet the proposed recommendation(s); and any other relevant information presented by the parties.

This side letter shall expire on June 30, 2027.

Side Letter Re. Artificial Intelligence and Other New Technologies

The City and the Union recognize that new clinical technologies, including but not limited to Artificial Intelligence ("AI"), have the potential to improve quality outcomes and patient safety, and that when used in the patient care setting:

A. Technology can help with delivering safe, therapeutic and effective patient care. Technology has the potential to improve information access and options for clinical decision-making. The parties agree that new technologies must be implemented consistent with the law, including protection of patient confidentiality;

B. Technology, in part, is intended to enhance, not degrade nursing skills;

C. Consistent with the Meyer-Milias-Brown Act (MMBA) and prior to implementation of any new technology that significantly or adversely affects working conditions of employees covered under this MOU, the City shall provide notice to the Union and an opportunity to meet and confer about negotiable effects under the MMBA.

July 1, 2024

Side Letter Re: Charter No Strike Provision

The prior MOU references prohibitions on employee strikes set forth in the San Francisco Charter. Neither party concedes or will assert that removing this prohibition is evidence in any legal or administrative proceeding as to the validity, invalidity or enforceability of those prohibitions on employee strikes as described in the San Francisco Charter. Nothing in this or the preceding paragraph shall be deemed a waiver by either party of its position on those contentions.

INFORMATION ITEMS

The following items are attached for information only and are not a part of the foregoing M.O.U.

Civil Service Rule 120, Leaves of Absence

Public Health Nurse Flex-Time Policy Criteria for Reassignment of Public Health Nurses

Jane Doe Stipulation

Handling of HIV+ Claims

City Attorney Letter/Jane Doe

BEFORE THE WORKERS' COMPENSATION APPEALS BOARD
OF THE STATE OF CALIFORNIA

JANE DOE #71013,	)	Case No. SF0 0335097
	)	
APPLICANT	)	STIPULATION AND
vs.	)	PROTECTIVE ORDER
	)	
CITY AND COUNTY OF SAN FRANCISCO,)		
	)	
DEFENDANT.	)	
_____	)	

THE PARTIES herein agree to the issuance of a Protective Order in accordance with the following stipulation:

1. Applicant's name, address and Social Security number shall be disclosed with reference to Case No. SFO 0335097 only as necessary to and between:

a. Deputy City Attorney Dan Maguire.

b. Brian Narlock, Claims Manager.

c. The parties acknowledge that the City Attorney and the General Manager of the Retirement System, as the heads of their respective departments, have ultimate responsibility for the management of all workers compensation claims against the City. The City Attorney and the General Manager of the Retirement System agree that in the normal course of events they can properly manage this claim with a pseudonym and without knowing the true identity of Jane Doe.

However, the City Attorney and the General Manager of the Retirement System may have access to the true identity of Jane Doe if:

i. there is a good faith question as to whether benefits are being improperly sought or paid, and

ii. the identity of Jane Doe is needed to assess whether benefits are being improperly sought or paid.

If the above conditions are met the City will give applicant's counsel notice within 48 hours that the identity of Jane Doe has been provided to the City Attorney and/or the General Manager of the Retirement System.

d. The treating physicians and agreed medical experts.

e. City or State auditor inquiries will be scheduled for conference with the WCAB prior to any disclosure.

f. The issue of Applicant's identity regarding any request to join additional defendants will be reserved for further conference and further WCAB Order.

g. Applicant recognizes that there may be personnel changes for defendant and applicant will not unreasonably withhold permission to substitute new personnel in stipulation #1 (a) and #1(b) to handle this claim. Defendant will notify applicant of any personnel changes and no penalties will accrue during applicant's delay in granting substitute personnel.

2. That portion of the claim file containing Applicant's true name and all identifying information shall be maintained under lock in the office of the Deputy City Attorney in charge of workers compensation cases and the office of the claims manager at the Workers Compensation Division of the Retirement System. No person other than those named in Stipulation #1 above shall have access to that file. Applicant's attorney shall deliver all mail in this case to the personnel and confidential attention of the Deputy City Attorney or Brian Narlock, Claims Manager.

3. Defendant shall administer Case No. SFO 0335097 using the pseudonym "Jane Doe", and all future disability payments and medical-legal examination/reports referencing Case No. SFO 0335097 shall refer to Applicant only as "Jane Doe". Defendants shall have the right to have the reporting physicians link the "Jane Doe" reports to applicant's true identity in writings which are not filed with the WCAB.

4. Applicant shall designate a Trustee for purposes of payments of disability benefits, to whom the Defendant shall make all payments due the Applicant. Once the Defendant makes a payment to the Trustee, applicant shall look solely to the trustee for these periodic payments and Defendant is fully discharged and released with respect to such payments.

5. Applicant shall execute authorizations for release to Defendant of all medical and employment records which may lead to the discovery of admissible evidence.

6. Defendant shall have the authority to subpoena records using applicant's true identity referencing a WCAB case which applicant will file as soon as possible alleging a "Hand laceration".

7. Applicant shall be responsible to assure that all requests for medical reimbursement reference WCAB Case No. SFO 0335097. Applicant and Defendant shall be independently responsible for transmitting any special billing instructions to vendors. Applicant will notify defendant in advance of any change in treating physicians. Defendant shall have the right to have vendors submit supplemental reports using Applicant's true identity to explain any medical billings.

8. Defendant shall not reference WCAB Case No. SFO 0335097 nor otherwise disclose Applicant's HIV+ antibody status in the subpoena or discovery process.

9. The parties shall make a good faith effort to submit all medical and timeloss issues to an acknowledged AIDS expert as an Agreed Medical

Examiner, said expert shall be accorded full access to whatever records he or she deems necessary.

10. Applicant recognizes her obligation to cooperate with the City's investigation of this claim. Applicant will allow herself to be interviewed by Dan Maguire and will answer written interrogatories. The issue of whether it is necessary for Jane Doe to appear before a court reporter for deposition will be reserved for further conference and further WCAB order.

WHEREFORE, the parties request an Order in accordance with the foregoing Stipulation. This order shall seal this Stipulation and any other portion of WCAB file number SFO 0335097 which identifies or tends to identify the applicant.

Dan Maguire, Deputy City Attorney	Patricia L. Hastings
Attorney for Defendant	Attorney for Applicant

IT IS SO ORDERED:

June , 1989

ALFRED C. WILLIANS, Judge
WORKERS' COMPENSATION
APPEALS BOARD

STATEMENT RE: Handling of HIV+ CLAIMS

The City Attorney and General Manager of the Retirement System state categorically that in all workers compensation cases, confidentiality will be assured as required by law.

To assure confidentiality with respect to HIV+ claims, we will employ the "Jane Doe" procedure in any "Jane Doe" case arising within the next 12 months.

Thereafter, should the "Jane Doe" procedure be unworkable, alternative procedures would be discussed in advance with affected parties.

The union understands that in stating the above, the City Attorney has the sole responsibility under the Charter for handling all administrative and court proceedings. Similarly, the General Manager of the Retirement System and City Attorney have exclusive authority over workers' compensation claims handling procedures. None of the above shall be deemed to affect any authority conferred by the Charter, nor be subject to arbitration.

_____
CLAIRE MURPHY
General Manager of Retirement System

_/s/_____
LOUISE H. RENNE
City Attorney

CITY AND COUNTY OF SAN FRANCISCO **OFFICE OF CITY ATTORNEY**

Louise H. Renne,
City Attorney

June 26, 1989

Paul Varacalli
240 Gold Gate Avenue
San Francisco, CA 94102

Dear Paul:

You have asked about the meaning of the term "unworkable" in paragraph (3) of my statement regarding the handling of HIV+ claim (Statement). As we have discussed, the "Jane Doe" procedure is now untried. Therefore, many issues may arise, some of which cannot be anticipated, which would make aspects of the procedure unworkable as presently written. Potential issues could include: an unexpected number of claims affecting the City's ability to process claims appropriately, or, from the standpoint of the claimants, delays and confidentiality concerns arising from discovery procedures. The term "unworkable" does not extend to mere administrative convenience.

We have every desire to make this procedure work. As you know, our concern in making our Statement has been to make clear that the matters discussed in the Statement are not subject to meet and confer, or to arbitration. However, the confidentiality concern we address here is of such great concern to nurses--who play a critical role in the fight against AIDS--that we felt it necessary to outline our procedures for handling HIV+ claims to alleviate any concern.

Very truly yours,

LOUISE H. RENNE
City Attorney

CIVIL SERVICE COMMISSION RULE 120 – LEAVES OF ABSENCE
(FOR INFORMATIONAL PURPOSES ONLY)

Rule 120
Leaves of Absence

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Article I: Leaves of Absence - General Requirements

Article II: Sick Leave - General Provisions

Article III: Sick Leave With Pay

Article IV: Sick Leave Without Pay

Article V: Compulsory Sick Leave

Article VI: Disability Leave

Article VII: Military, War Effort and Sea Duty Leaves

Article VIII: Unpaid Administrative Leave or Furlough

Article IX: Other Leaves of Absence

Article X: Appeal Procedures

Rule 120
Leaves of Absence

Article I: Leaves of Absence - General Requirements

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.1 Leaves of Absence - General Requirements

120.1.1 Leaves of absence, hereinafter referred to in this Rule as "leave," shall be governed by the provisions of this Rule. For the purpose of this Rule, "appointing officer" shall mean all elected officials; all department heads designated by the Charter as appointing officers; and all Boards and Commissions when officiating as appointing officers.

120.1.2 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 Rule. Such requests for appeal shall be processed in accordance with the appeal procedure provided in this Rule. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.

120.1.3 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 (5) 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 (5) 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 (5) working days (seven (7) calendar days in the case of part-time employees) as provided elsewhere in this Rule shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee. For employees taking sick leave pursuant to Administrative Code Chapter 12W, the City may take reasonable measures to verify or document that an employee's use of sick leave is taken in accordance with Administrative Code Chapter 12W.

Sec. 120.1 Leaves of Absence - General Requirements (cont.)

120.1.4 The Human Resources Director may direct that leave requests be retained in the department and maintained in a manner so as to be readily available for audit, review or analysis by Department of Human Resources and Office of Labor Standards Enforcement staff.

120.1.5 Except as otherwise provided in these Rules, 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 as provided elsewhere in these Rules.

120.1.6 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 Rule, or for authorized holiday or vacation, leaves shall be without pay.

120.1.7 Refer to the Probationary Period Rule on leave during the probationary period.

120.1.8 Exempt employees shall be granted paid sick leave pursuant to Administrative Code Chapter 12W provisions and may be granted leaves in accordance with the provisions of this Rule. The decision of the appointing officer shall be final and not subject to appeal.

120.1.9 An appointee shall not be required to sign a resignation form as a condition of approval of a leave.

120.1.10 Leaves granted under this Rule shall be indicated on timerolls as designated by the Controller.

120.1.11 An authorized leave granted under this Rule shall not be considered as a break in the continuous service of an employee.

Rule 120
Leaves of Absence

Article II: Sick Leave - General Provisions

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.2 Eligibility for Sick Leave

Subject to the provisions of this Rule, employees and officers (hereinafter called "employees") who are absent from their duties because of illness or disability are eligible for sick leave.

Sec. 120.3 Sick Leave - Exclusions from Eligibility

This Rule shall not apply to certificated employees of the School Districts, employees under personal services contracts, elective officers, and members of Boards and Commissions.

Sec. 120.4 Verification of Sick Leave

120.4.1 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 (5) working days shall be required. For employees taking sick leave pursuant to Administrative Code Chapter 12W, the City may take reasonable measures to verify or document that an employee's use of sick leave is taken in accordance with Administrative Code Chapter 12W.

120.4.2 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.

Sec. 120.5 Retirement Automatically Terminates Sick Leave

Sick leave shall automatically terminate on the effective date of an employee's retirement.

Sec. 120.6 Abridgment of Sick Leave

Sick leaves granted in excess of five (5) 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.

Sec. 120.7 Definition of Sick Leave

A leave granted under this Rule for one of the following reasons shall be known as "sick leave":

120.7.1 Sick Leave - Medical Reasons

Absence because of illness, including alcoholism, or injury other than illness or injury arising out of and in the course of City and County employment; absence due to illness or injury arising out of and in the course of employment is administered either under the Rules of the Retirement Board and is referred to as "disability leave" and may be supplemented as provided elsewhere in this Rule or under the provisions of this Rule and the Administrative Code for those employees injured by battery ("leave due to battery"); and absence because of medical or dental appointments.

120.7.2 Sick Leave - Quarantine

Absence during a period of quarantine established and declared by the Department of Public Health or other authority.

120.7.3 Sick Leave - 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 (3) working days and shall be taken within thirty (30) calendar days after the date of death; however, two (2) 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.

Sec. 120.7 Definition of Sick Leave (cont.)

120.7.3 Sick Leave - Bereavement (cont.)

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 (1) working day; however, two (2) additional working days shall be

granted if travel outside the State of California is required as a result of the person's death.

120.7.4 Sick Leave - Maternity

Absence due to the employee's pregnancy or convalescent period following childbirth. Such leave shall not exceed six (6) 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 Rule governing sick leave without pay.

120.7.5 Sick Leave - Parental Leave

Absence due to the birth of a child to the employee, the employee's spouse, or the employee's domestic partner or assumption by the employee of parenting or child rearing responsibilities either by adoption or foster care.

120.7.6 Sick Leave - Illness or Medical Appointment of Child, Parent, Spouse or Registered Domestic Partner

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. Absence because of illness, injury or medical appointments of the employee's parent, spouse or registered domestic partner.

120.7.7 Sick Leave Pursuant to Administrative Code Chapter 12W

1) Absence due to the illness, injury, medical care, treatment, diagnosis or medical appointment of the employee; employee's child; parent; legal guardian or ward; sibling; grandparent; grandchild; and spouse, registered domestic partner under any state law, or "designated person."

120.7.7 Sick Leave Pursuant to Administrative Code Chapter 12W (cont.)

The aforementioned child, parent, sibling, grandparent, and grandchild relationships include not only biological relationships but also relationships resulting from adoption; step-relationships; and foster care relationships. "Child" includes a child of a domestic partner and a child of a person standing in loco parentis.

2) For the purpose of this section, the definition of "designated person" is: one person designated by an employee who has no spouse or registered domestic partner, as the person for whom the employee may use paid sick leave to aid or care for under this section. The opportunity to make such a designation shall be extended to the employee no later that the date on which the employee has worked thirty (30) hours after paid sick leave begins to accrue. There shall be a window of ten (10) business days for the employee to make this designation. Thereafter, the opportunity to make such a designation, including the opportunity to change such a designation previously made, shall be extended to the employee on an annual basis, with a window of ten (10) business days for the employee to make the designation.

120.7.8 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 Rule.

Rule 120
Leaves of Absence

Article III: Sick Leave with Pay

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.8 Sick Leave with Pay Eligibility

120.8.1 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 (6) 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 Rule regardless of length of service and except that an authorized leave of absence with or without pay granted under this Rule shall not be considered as a break in the continuous service of an employee.

120.8.2 A break in service of more than six (6) 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.

120.8.3 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 Rule, for a maximum of up to ten (10) days per fiscal year for imposed furlough or twenty (20) days per fiscal year for voluntary unpaid time off

Sec. 120.9 Sick Leave with Pay Eligibility Pursuant to Administrative Code Chapter 12W Applicable to Employees Not Otherwise Qualified for Sick Leave

120.9.1 For employees who begin paid status after February 5, 2007, sick leave with pay may be granted to said employees, who have earned sick leave with pay credits under this section, ninety (90) days following their first day in paid status.

Sec. 120.9 Sick Leave with Pay Eligibility Pursuant to Administrative Code Chapter 12W Applicable to Employees Not Otherwise Qualified for Sick Leave (cont.)

120.9.2 Employees hired on or before February 5, 2007, shall immediately be eligible to accrue and use sick leave with pay credits under this section.

120.9.3 A complete separation in service other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be cancelled and eligibility for sick leave with pay must be re-established.

120.9.4 Employees rehired within one (1) year following a separation will not be subject to the ninety (90) calendar day eligibility period. However, no reinstatement of previously accrued sick leave hours will be credited.

Sec. 120.10 Sick Leave with Pay - Maximum Accumulation of Credits

120.10.1 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 for other employees, 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 l040 hours. 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.

120.10.2 Maximum Accumulation of Credits Pursuant to Administrative Code Chapter 12W

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits shall not exceed seventy- two (72) hours.

Sec. 120.11 Sick Leave with Pay - Restrictions

120.11.1 Sick leave with pay is a privilege recognized by Charter and by Ordinance of the Board of Supervisors and should be requested and granted only in cases of absence because of illness which incapacitates the employee for the performance of duties or as otherwise defined in this Rule.

Sec. 120.11 Sick Leave with Pay – Restrictions (cont.)

120.11.2 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 (5) working days.

120.11.3 The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Rule shall in no way inhibit or restrict the right of an appointing officer to establish standards of attendance.

Sec. 120.12 Prohibition Against Employment While on Sick Leave with Pay

120.12.1 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 these Rules governing such employment.

120.12.2 Violators of this section are subject to disciplinary action as provided in the Charter.

Sec. 120.13 Calculation of Sick Leave with Pay Credits

120.13.1 Unless otherwise provided in this Rule or by ordinance, 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 forty (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.

120.13.2 Sick leave with pay credits earned pursuant to Administrative Code Chapter 12W shall accrue at the rate of 1 hour for every thirty (30) hours worked.

120.13.3 When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project shall earn sick leave with pay credits at the rate of .075 hours for each hour of regularly scheduled paid service actually worked during her/his regularly scheduled twelve hour shifts. This Rule shall apply only to those 2320 Registered Nurses who are regularly scheduled to work two 12 hour shifts on weekends in the San Francisco General Hospital Pilot Project.

Sec. 120.14 Disbursement of Sick Leave with Pay Credits

120.14.1 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.

120.14.2 When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project, and who use sick leave during any portion of such shifts, shall be entitled to use and deduct sick leave with pay credits at the rate of 1.5 hours for each hour of such sick leave, e.g., sick leave for four (4) hours of a shift = six (6) hours sick leave with pay. The benefits of this Rule shall be available only to a 2320 Registered Nurse who is regularly scheduled to work two (2) twelve (12) hour shifts on weekends in the San Francisco General Hospital Pilot Project, and who is required to use sick leave during some of all of her/his regularly scheduled twelve (12) hour shifts on weekends during the pilot project.

Sec. 120.15 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. The equivalent number of hours shall be based on the employee's authorized normal daily work schedule in effect on the effective date of this amended Rule, except if the Human Resources Director determines that such conversion is inequitable and allows another formula to be used.

Sec. 120.16 Employees Injured by Battery

120.16.1 An employee absent because of bodily injury or illness received in the course of employment and caused by an act of criminal violence shall be entitled to sick leave with pay under the provisions of the Administrative Code.

120.16.2 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.

120.16.3 The decision of the Human Resources Director may be appealed to the Commission whose decision is final.

120.16.4 Authorized sick leave under this section shall not be charged against earned sick leave with pay credits.

Sec. 120.17 Appeal of Denial of Sick Leave with Pay

Denial of sick leave with pay to an appointee who is eligible and qualified for such leave is appealable as provided elsewhere in this Rule.

Sec. 120.18 Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credits Balance

120.18.1 An employee who had accumulated unused sick leave with pay credits and who had completed the service requirement on or before December 5, 1978, shall upon the effective date of retirement for service or disability, or upon the date of death, or upon the date of separation caused by industrial accident, be reimbursed for the accumulated unused sick leave with pay credit balance which had been earned on or before December 5, l978, and not subsequently used ("vested and unused accumulated sick leave with pay credits") in accordance with the following schedule of service requirements and allowances.

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	
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%

120.18.2 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, l978, 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, l978, balance subsequently used being deducted.

Sec. 120.18 Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credits Balance (cont.)

120.18.2 (cont.)

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 (1) 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 (1) 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, l978.

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.

Rule 120
Leaves of Absence

Article IV: Sick Leave without Pay

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.19 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.

Sec. 120.20 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 (3) calendar months except for sick leave - maternity.

Sec. 120.21 Sick Leave without Pay - Permanent Employees

120.21.1 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 (3) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year unless the physician designated by the Human Resources Director advises that there is a reasonable probability that the employee will be able to return to employment.

120.21.2 If the physician designated by the Human Resources Director determines that there is no reasonable probability that the employee will be able to return to duty, the appointing officer shall have good cause for discharge.

120.21.3 The physician designated by the Human Resources Director may defer certification of capability for additional periods of three (3)-month intervals up to one (1) additional year.

Sec. 120.22 Prohibition Against Employment While on Sick Leave Without Pay

120.22.1 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.

120.22.2 Violators of this section are subject to disciplinary action.

Rule 120
Leaves of Absence

Article V: Compulsory Sick Leave

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.23 Compulsory Sick Leave

120.23.1 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.

120.23.2 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.

120.23.3 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 Rule.

120.23.4 The employee placed on sick leave under the provisions of this section may appeal as provided under the appeal provisions of the Medical Examination Rule.

120.23.5 An employee placed on compulsory sick leave is ineligible for employment with the City and County and shall be placed under waiver on all lists on which the employee's name appears and shall otherwise be unemployable.

Rule 120
Leaves of Absence

Article VI: Disability Leave

Applicability: The provisions of Rule 120 apply to all officers and employees except for the Uniformed Ranks of the Police and Fire Departments or MTA Service-Critical Classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in this Rule are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical Classes as covered in Volumes II, III and IV.

Sec. 120.24 Disability Leave

120.24.1 Absence due to illness or injury arising out of and in the course of employment is defined as "disability leave" and is administered under the State Workers' Compensation Laws and the Rules of the Retirement Board.

120.24.2 An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department no later than ninety (90) days following the employee's release from disability leave, that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.

120.24.3 Supplemental disability credits shall be an account separate from, but equivalent to, the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.

120.24.4 Failure to exercise the option to supplement disability indemnity payments within ninety (90) calendar days following release from disability leave will preclude later requests.

120.24.5 Supplemental disability credits shall be used at the minimum rate in units of one (1) hour.

120.24.6 The employee's department shall submit separate timerolls to reflect this action only after the Retirement System certifies the amount of disability indemnity payment, if any, for the period.

Sec. 120.24 Disability Leave (cont.)

120.24.7 Salary may be paid on regular timerolls and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

120.24.8 When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate City fund for the amount of sick leave with pay credits charged and paid.

120.24.9 An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.

120.24.10 Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.

120.24.11 Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.

Sec. 120.25 Use of Sick Leave with Pay Credits to Supplement State Disability Insurance

120.25.1 Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one (1) hour.

120.25.2 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 (1) hour provides up to, but does not exceed, the regular gross salary the employee would have received for the normal work schedule excluding overtime.

Sec. 120.25 Use of Sick Leave with Pay Credits to Supplement State Disability Insurance (cont.)

120.25.3 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 (7) calendar days following the first (1st) date of absence.

120.25.4 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.

Rule 120
Leaves of Absence

Article VII: Military, War Effort and Sea Duty Leaves

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.26 Military Leave

120.26.1 Military leave is governed by the provisions of applicable Federal and State laws, by Charter provision and by this Rule.

120.26.2 Time of War - Definition

The phrase "time of war" is defined elsewhere in these Rules.

120.26.3 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 (3) months after the conclusion of such service, but not later than one (1) 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.

120.26.4 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 (3) months after the expiration thereof.

Sec. 120.26 Military Leave (cont.)

120.26.5 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.

120.26.6 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.

120.26.7 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 (1) year continuously prior to the date upon which temporary military leave not exceeding l80 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 thirty (30) calendar days of such military leave in any fiscal year or more than thirty (30) calendar days during any period of continuous military leave.

120.26.8 Military Leave - Probationary Appointees

Refer to the Probationary Period Rule on leave during the probationary period.

120.26.9 Military Leave - Eligible Not Reached for Certification While in Service - Time of War

An eligible on a regular civil service list, who served on active military duty not including reserve service during time of war who presents an honorable discharge or certificate of honorable active service within one (1) year from the date of release from military service, shall be preferred for certification for a period of four (4) years after the cessation of hostilities in the order of standing upon the eligible list at the time of entrance into military service and before candidates procuring standing through an examination held subsequent to the entrance of such eligibles into the military service.

Sec. 120.26 Military Leave (cont.)

120.26.10 Military Leave - Eligibles Reached for Certification

If while in the military service, the name of an eligible was reached for certification to a permanent position and the eligible presents an honorable discharge or certificate of honorable active service within l20 days from the date of release from active military duty not including reserve service during time of war, the eligible shall be certified to a position in the class for which so reached; and, for all purposes of seniority, the date of certification if appointed, shall be deemed to be the date when the eligible was reached for certification while in the military service. A person appointed in accordance with this section shall serve the required probationary period. An eligible who is offered appointment in accordance with the provisions of this section and who waives appointment and is subsequently certified after withdrawal of waiver shall have seniority as of the date of such certification.

120.26.11 Military Leave - Participants in Written Examinations

Persons who participate in a written examination and who present their orders or other proof of service within 120 days from the date of release from active military service in time of war shall be allowed to participate in the remaining parts of the examination. If they meet all the eligibility qualifications, they shall be certified as of the date they would have been reached for certification in accordance with their rank based on the entire examination.

120.26.12 Military Leave - Employees or Officers Not Subject to Civil Service Examination

Military leave to an elected or appointed officer, appointed for a definite period of time, shall not be extended beyond the period of time for which elected or appointed, provided that if such officer is re-elected or reappointed, then military leave shall be automatically extended for such ensuing period of time.

Military leave to an employee occupying a position exempt from civil service examination shall not extend beyond the period of time for which the employee's appointing officer was elected or appointed.

Sec. 120.27 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.

Sec. 120.28 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. The Commission shall amend this section to implement such ordinance.

Rule 120
Leaves of Absence

Article VIII: Unpaid Administrative Leave or Furlough

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.29 Unpaid Administrative Leave or Furlough

120.29.1 General Provisions

1) Notwithstanding the layoff and involuntary leave provisions or any other provisions of these Rules, 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.

2) 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.

3) This Rule shall apply to all employees of the City and County.

4) The Superintendent of the San Francisco Unified School District and the Chancellor of the San Francisco Community College District shall also be authorized to furlough any employee in the classified service upon their individual determinations that, based upon a review of projected revenues and expenditures, the budget will be insufficient to support the District's level of spending through the end of the fiscal year.

5) 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.

Sec. 120.29 Unpaid Administrative Leave or Furlough (cont.)

120.29.2 Voluntary Unpaid Time Off

1) 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.

2) 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 (10) working days are denied. In such cases, an employee may appeal in accordance with the procedures provided below for appealing imposition of furlough.

3) An employee shall be entitled to take up to ten (10) unpaid days per fiscal year at the rate of no more than five (5) days in a three (3) month period, at the employee's discretion, upon at least fifteen (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.

120.29.3 Furloughs

1) 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.

2) 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.

3) 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).

Sec. 120.29 Unpaid Administrative Leave or Furlough (cont.)

120.29.3 Furloughs (cont.)

4) 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.

5) In no event shall furlough be imposed upon an employee for more than four (4) days in any three (3) month period or ten (10) days in any fiscal year. Voluntary time off not to exceed a total of five (5) days per quarter or ten (10) 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 Rule.

6) Employees placed on furlough pursuant to this section shall be notified in writing at least fifteen (15) calendar days in advance of the effective date for the furlough.

7) 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 (5) working days within any six (6) month period, may file an appeal. Such appeals must be in writing and filed within three (3) calendar days of the date of the notice of furlough with the Human Resources Director with a copy to the appointing officer. Within three (3) 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 twenty four (24) hours public notice. The determination regarding the appeal shall be rendered within seven (7) calendar days of the date of the appeal. This decision is final and shall not be reconsidered by the Commission. The Human Resources Director shall notify the employee and the appointing officer of the decision prior to the effective date of the furlough.

120.29.4 Restrictions on Use of Paid Time Off While on Voluntary Unpaid Time Off or Furlough

1) All voluntary unpaid time off or furlough imposed or granted pursuant to this section shall be without pay.

2) 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.

Sec. 120.29 Unpaid Administrative Leave or Furlough (cont.)

120.29.5 Imposition of Furlough - Fair Labor Standards Act (FLSA) Restrictions

1) Furlough for employees who are non-exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one (1) hour.

2) Furlough for employees who are exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one (1) day.

120.29.6 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 (10) days of furlough in any fiscal year, or a maximum of twenty (20) days for approved voluntary unpaid time off taken pursuant to this Section in any fiscal year.

120.29.7 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.

120.29.8 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 and shall not be reconsidered by the Commission.

Rule 120
Leaves of Absence

Article IX: Other Leaves of Absence

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.30 Leave to Accept Other City and County Position

120.30.1 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. Such leave by a probationary employee is subject to the provisions of the Rule governing the Probationary Period.

120.30.2 Denial of such leave by the appointing officer is appealable as provided elsewhere in this Rule.

Sec. 120.31 Educational Leave

120.31.1 Educational leave is defined as leave for the purpose of educational or vocational training in a field related to the employee's current position and as any training to which a veteran is entitled pursuant to the laws of the United States or the State of California.

120.31.2 Educational leave may be approved for permanent appointees for a period of up to one (1) year. Requests for educational leave of longer than one (1) year must be renewed each year.

120.31.3 Denial of educational leave is appealable as provided elsewhere in this Rule.

120.31.4 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.

Sec. 120.31 Educational Leave (cont.)

120.31.5 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 as provided in the Charter.

Sec. 120.32 Leave for Civilian Service in the National Interest

120.32.1 Civilian service in the national interest is defined as 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.

120.32.2 Such leave may be approved for permanent appointees for a period of up to one (1) year. Requests for such leave of longer than one (1) year must be renewed each year.

120.32.3 Denial of such leave is appealable as provided elsewhere in this Rule.

Sec. 120.33 Leave for Employment as an Employee Organization Officer or Representative

120.33.1 Leave for employment as an employee organization officer or representative is defined as leave 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.

120.33.2 Leave for permanent appointees may be approved for the duration of such service.

120.33.3 Denial of such leave is appealable as provided elsewhere in this Rule.

Sec. 120.34 Family Care Leave

120.34.1 Definition of Family

A unit of interdependent 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.

Sec. 120.34 Family Care Leave (cont.)

120.34.2 Permanent employees who have one (1) or more years of continuous service in any status may be granted up to (1) 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.

120.34.3 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, Parent, Spouse, or Registered Domestic Partner.

120.34.4 Denial of family care leave is appealable as provided elsewhere in this Rule.

Sec. 120.35 Witness or Jury Duty Leave

120.35.1 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 (Charter Section A8.400G). 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.

Sec. 120.35 Witness or Jury Duty Leave (cont.)

120.35.2 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.

120.35.3 Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.

120.35.4 An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary.

120.35.5 Refer to the Probationary Period Rule on leave during the probationary period.

Sec. 120.36 Holiday Leave

Holiday leave shall be as provided by ordinance of the Board of Supervisors.

Sec. 120.37 Vacation Leave

Vacation leave shall be as provided in the Charter and by ordinance of the Board of Supervisors.

Sec. 120.38 Involuntary Leave of Absence

120.38.1 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.

120.38.2 Such reductions in force shall be effected by the provisions of this Rule governing seniority and order of layoff.

120.38.3 Employees placed on an involuntary leave of absence shall be ranked on the holdover roster for the class from which laid off and shall be returned to duty as provided in this Rule.

120.38.4 Leaves of absence imposed under the provisions of this Rule 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.

Sec. 120.39 Religious Leave

120.39.1 Employees may be granted leave when personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week. Such leave shall be known as "Religious Leave."

120.39.2 Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.

120.39.3 Denial of religious leave is appealable as provided elsewhere in this Rule.

Sec. 120.40 Personal Leave

120.40.1 Personal leave is defined as leave for reasons other than those covered in other sections of this Rule.

120.40.2 Personal leave for permanent employees may be approved for a period of up to twelve (12) months within any two (2)-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 (1) month.

120.40.3 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 twelve (l2)-month period.

Rule 120
Leaves of Absence

Article X: Appeal Procedures

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.41 Appeal Procedures

120.41.1 Appeals concerning furloughs or voluntary unpaid time off are excluded from appeal under this section and are appealable as provided elsewhere in this Rule.

120.41.2 In cases where appeal is specifically granted in this Rule, a dispute concerning the application or implementation of the provisions of this Rule shall be processed EITHER, at the option of the employee:

1) in accordance with the grievance procedure provided by the Human Resources Director for unrepresented employees or in a collective bargaining agreement.

2) by appeal in writing to the Human Resources Director, whose decision shall be final and shall not be reconsidered by the Commission. A decision under one option shall preclude the use of the other option.

SEIU Nurse Hourly Step Rates for FY24-25 - Effective Date 7/1/2024

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2320	Registered Nurse	$77.3125	$79.7375	$83.0500	$85.3875	$88.0625	$91.6250	$94.4625	$97.4000	$100.4625	$103.4875
2323	Clinical Nurse Specialist	$95.8125	$100.5750	$106.6750	$112.0250	$117.5625	$122.2125	$126.0750	$129.9500	$133.9750	$138.2000
2325	Nurse Midwife	$86.9375	$91.2375	$96.7250	$101.5250	$106.6750	$110.9375	$114.3875	$117.9500	$121.6000	$125.3375
2328	Nurse Practitioner	$95.7625	$100.6375	$106.5875	$111.9375	$117.5375	$122.2625	$126.1000	$129.9875	$134.0000	$138.1625
2330	Anesthetist	$126.1375	$132.3500	$140.2875	$147.3250	$154.6500	$160.8750	$165.8750	$171.0125	$176.3500	$181.8125
2830	Public Health Nurse	$77.3125	$79.7375	$83.0500	$85.3875	$88.0625	$91.6250	$94.4625	$97.4000	$100.4625	$103.4875
P103	Special Nurse	$96.6250	$99.6625	$103.7750	$106.7000	$110.0750	$114.5875	$118.0875	$121.7750	$125.5750	$129.3625

		Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2325	Nurse Midwife	95.8125	100.5750	106.6750	112.0250	117.5625	122.2125	126.0750	129.9500	133.9750	138.2000

SEIU Nurse Hourly Step Rates for FY24-25 - Effective Date 1/4/2025

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2320	Registered Nurse	$79.2500	$81.7250	$85.1250	$87.5250	$90.2625	$93.9125	$96.8250	$99.8375	$102.9750	$106.0750
2323	Clinical Nurse Specialist	$98.2125	$103.0875	$109.3375	$114.8250	$120.5000	$125.2625	$129.2250	$133.2000	$137.3250	$141.6500
2325	Nurse Midwife	$89.1125	$93.5125	$99.1375	$104.0625	$109.3375	$113.7125	$117.2500	$120.9000	$124.6375	$128.4750
2328	Nurse Practitioner	$98.1625	$103.1500	$109.2500	$114.7375	$120.4750	$125.3250	$129.2500	$133.2375	$137.3500	$141.6125
2330	Anesthetist	$129.2875	$135.6625	$143.8000	$151.0125	$158.5125	$164.9000	$170.0250	$175.2875	$180.7625	$186.3625
2830	Public Health Nurse	$79.2500	$81.7250	$85.1250	$87.5250	$90.2625	$93.9125	$96.8250	$99.8375	$102.9750	$106.0750
P103	Special Nurse	$99.0375	$102.1500	$106.3750	$109.3625	$112.8250	$117.4500	$121.0375	$124.8250	$128.7125	$132.6000

		Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2325	Nurse Midwife	98.2125	103.0875	109.3375	114.8250	120.5000	125.2625	129.2250	133.2000	137.3250	141.6500

SEIU Nurse Hourly Step Rates for FY25-26 - Effective Date 7/1/2025

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2320	Registered Nurse	$80.8375	$83.3625	$86.8375	$89.2875	$92.0750	$95.8000	$98.7750	$101.8500	$105.0500	$108.2125
2323	Clinical Nurse Specialist	$100.1875	$105.1625	$111.5375	$117.1375	$122.9250	$127.7750	$131.8250	$135.8750	$140.0875	$144.5000
2325	Nurse Midwife	$90.9000	$95.3875	$101.1250	$106.1500	$111.5375	$116.0000	$119.6125	$123.3250	$127.1375	$131.0625
2328	Nurse Practitioner	$100.1375	$105.2250	$111.4500	$117.0375	$122.9000	$127.8500	$131.8500	$135.9125	$140.1125	$144.4625
2330	Anesthetist	$131.8875	$138.3875	$146.6875	$154.0500	$161.7000	$168.2125	$173.4375	$178.8125	$184.4000	$190.1125
2830	Public Health Nurse	$80.8375	$83.3625	$86.8375	$89.2875	$92.0750	$95.8000	$98.7750	$101.8500	$105.0500	$108.2125
P103	Special Nurse	$101.0250	$104.2000	$108.5125	$111.5625	$115.0875	$119.8125	$123.4750	$127.3375	$131.3000	$135.2625

		Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2325	Nurse Midwife	100.1875	105.1625	111.5375	117.1375	122.9250	127.7750	131.8250	135.8750	140.0875	144.5000

SEIU Nurse Hourly Step Rates for FY25-26 - Effective Date 1/3/2026

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2320	Registered Nurse	$82.8625	$85.4500	$89.0125	$91.5250	$94.3750	$98.2000	$101.2500	$104.4000	$107.6750	$110.9125
2323	Clinical Nurse Specialist	$102.6875	$107.7875	$114.3250	$120.0625	$126.0000	$130.9750	$135.1250	$139.2750	$143.5875	$148.1125
2325	Nurse Midwife	$93.1750	$97.7750	$103.6500	$108.8000	$114.3250	$118.9000	$122.6000	$126.4125	$130.3125	$134.3375
2328	Nurse Practitioner	$102.6375	$107.8500	$114.2375	$119.9625	$125.9750	$131.0500	$135.1500	$139.3125	$143.6125	$148.0750
2330	Anesthetist	$135.1875	$141.8500	$150.3500	$157.9000	$165.7375	$172.4125	$177.7750	$183.2875	$189.0125	$194.8625
2830	Public Health Nurse	$82.8625	$85.4500	$89.0125	$91.5250	$94.3750	$98.2000	$101.2500	$104.4000	$107.6750	$110.9125
P103	Special Nurse	$103.5500	$106.8000	$111.2250	$114.3500	$117.9625	$122.8125	$126.5625	$130.5250	$134.5875	$138.6500

		Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2325	Nurse Midwife	102.6875	107.7875	114.3250	120.0625	126.0000	130.9750	135.1250	139.2750	143.5875	148.1125

SEIU Nurse Hourly Step Rates for FY26-27 - Effective Date 7/1/2026

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2320	Registered Nurse	$84.5250	$87.1625	$90.7875	$93.3500	$96.2625	$100.1625	$103.2750	$106.4875	$109.8250	$113.1250
2323	Clinical Nurse Specialist	$104.7375	$109.9375	$116.6125	$122.4625	$128.5250	$133.6000	$137.8250	$142.0625	$146.4625	$151.0750
2325	Nurse Midwife	$95.0375	$99.7250	$105.7250	$110.9750	$116.6125	$121.2750	$125.0500	$128.9375	$132.9250	$137.0250
2328	Nurse Practitioner	$104.6875	$110.0125	$116.5250	$122.3625	$128.5000	$133.6750	$137.8500	$142.1000	$146.4875	$151.0375
2330	Anesthetist	$137.8875	$144.6875	$153.3625	$161.0625	$169.0500	$175.8625	$181.3250	$186.9500	$192.7875	$198.7625
2830	Public Health Nurse	$84.5250	$87.1625	$90.7875	$93.3500	$96.2625	$100.1625	$103.2750	$106.4875	$109.8250	$113.1250
P103	Special Nurse	$105.6250	$108.9375	$113.4500	$116.6375	$120.3250	$125.2750	$129.1000	$133.1375	$137.2750	$141.4250

		Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2325	Nurse Midwife	104.7375	109.9375	116.6125	122.4625	128.5250	133.6000	137.8250	142.0625	146.4625	151.0750

SEIU Nurse Hourly Step Rates for FY26-27 - Effective Date 1/2/2027

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2320	Registered Nurse	$87.0625	$89.7750	$93.5125	$96.1500	$99.1500	$103.1625	$106.3750	$109.6875	$113.1250	$116.5250
2323	Clinical Nurse Specialist	$107.8750	$113.2375	$120.1125	$126.1375	$132.3750	$137.6125	$141.9625	$146.3250	$150.8625	$155.6125
2325	Nurse Midwife	$97.8875	$102.7125	$108.9000	$114.3000	$120.1125	$124.9125	$128.8000	$132.8000	$136.9125	$141.1375
2328	Nurse Practitioner	$107.8250	$113.3125	$120.0250	$126.0375	$132.3500	$137.6875	$141.9875	$146.3625	$150.8875	$155.5625
2330	Anesthetist	$142.0250	$149.0250	$157.9625	$165.9000	$174.1250	$181.1375	$186.7625	$192.5625	$198.5750	$204.7250
2830	Public Health Nurse	$87.0625	$89.7750	$93.5125	$96.1500	$99.1500	$103.1625	$106.3750	$109.6875	$113.1250	$116.5250
P103	Special Nurse	$108.8000	$112.2000	$116.8500	$120.1375	$123.9375	$129.0375	$132.9750	$137.1375	$141.3875	$145.6625

		Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2325	Nurse Midwife	107.8750	113.2375	120.1125	126.1375	132.3750	137.6125	141.9625	146.3250	150.8625	155.6125

SEIU Nurse Hourly Step Rates for FY26-27 - Effective Date COB 6/30/2027

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2320	Registered Nurse	$89.6750	$92.4625	$96.3125	$99.0375	$102.1250	$106.2625	$109.5625	$112.9750	$116.5250	$120.0250
2323	Clinical Nurse Specialist	$111.1125	$116.6375	$123.7125	$129.9250	$136.3500	$141.7375	$146.2250	$150.7125	$155.3875	$160.2750
2325	Nurse Midwife	$100.8250	$105.8000	$112.1625	$117.7250	$123.7125	$128.6625	$132.6625	$136.7875	$141.0250	$145.3750
2328	Nurse Practitioner	$111.0625	$116.7125	$123.6250	$129.8125	$136.3250	$141.8125	$146.2500	$150.7500	$155.4125	$160.2250
2330	Anesthetist	$146.2875	$153.5000	$162.7000	$170.8750	$179.3500	$186.5750	$192.3625	$198.3375	$204.5375	$210.8625
2830	Public Health Nurse	$89.6750	$92.4625	$96.3125	$99.0375	$102.1250	$106.2625	$109.5625	$112.9750	$116.5250	$120.0250
P103	Special Nurse	$112.0625	$115.5625	$120.3500	$123.7375	$127.6500	$132.9125	$136.9625	$141.2500	$145.6250	$150.0375

		Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2325	Nurse Midwife	111.1125	116.6375	123.7125	129.9250	136.3500	141.7375	146.2250	150.7125	155.3875	160.2750