COLLECTIVE BARGAINING AGREEMENT

BETWEEN AND FOR

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

AND

THE CITY AND COUNTY OF SAN FRANCISCO

JULY 1, 2024 – JUNE 30, 2027

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This Collective Bargaining Agreement (hereinafter Agreement) is entered into by the City and County of San Francisco (hereinafter City) acting through its designated representatives and the Service Employees International Union, Local 1021 (hereinafter Union).

ARTICLE I – REPRESENTATION

A. RECOGNITION

Classifications Currently Represented

1. The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance, for the classifications listed in Attachment A and employees in these classifications who perform duties for the City and County of San Francisco. The provisions of this Agreement shall apply to said employees to the extent authorized by law as provided in Charter Section A8.409-1.

Placement of New Classifications

2. Any non-supervisory, new or amended classification or reclassification not claimed by another Union and related to SEIU-represented classes shall be automatically assigned to a bargaining unit represented by SEIU. The current practice as established by the Employee Relations Ordinance will continue for supervisory classes. The Union will be notified within seven (7) calendar days of any such assignments.

3. Whenever a new class is created by the Department of Human Resources which is the result of consolidation or splitting off of one or more former classes, and in those instances when the duties and responsibilities of the new class(es) are the same or similar to those of the former class(es), then the bargaining unit assignment and representation shall continue to be the same as for the former class(es) without notice and appeal procedures required by the CSC Rule and provisions of the San Francisco Administrative Code.

4. Should there be a dispute regarding appropriate unit assignment of any such classification(s), such dispute shall be resolved in accordance with the grievance and arbitration procedure.

Applicability of the Agreement to All Newly Recognized Classifications

5. The terms and provisions of this Agreement shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this agreement. Such classifications shall also receive the appropriate differentials and premiums applicable to related classifications.

6. Issues related to classification descriptions shall be subject to the meet and confer process with final review by the Civil Service Commission. Issues related to the effects of classification decisions on hours, wages, terms and conditions of employment shall be subject to negotiations and interest arbitration.

B. INTENT

7. It is the intent of the parties signatory hereto that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the general memberships of

the Union or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.

8. Upon adoption, the provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City to the extent permissible by Charter Section A8.409.

9. In the event the parties reach a tentative agreement, the Employee Relations Director and the Union negotiating team shall present a full tentative agreement, signed by the Employee Relations Director and representatives of the Union negotiating team, to the City and the Union general membership for ratification within sixty (60) days of signing such full tentative agreement together with their recommendations.

10. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Union in advance regarding any proposed changes in working conditions within the scope of representation.

C. MANAGEMENT RIGHTS

11. Except to the extent there is contained in this Agreement express and specific provision to the contrary, nothing herein shall be construed to restrict any legal city rights concerning direction of its work force, or consideration of the merits, necessity or organization of any service or activity provided by the City. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the city's organization and operations. The City may also relieve employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.

12. However, the exercise of such rights does not preclude represented employees or the union from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment.

D. NO WORK STOPPAGE

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

E. OBJECTIVE OF THE PARTIES

14. It is agreed that the delivery of municipal services in a safe, 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 Agreement within their respective roles and responsibilities.

15. Recognizing the challenging fiscal realities facing San Francisco and the State of California, the parties agree that in order to preserve City services and employment, they must work cooperatively to identify operational efficiencies, explore additional sources of revenue, and, if necessary, reduce the size of the City workforce through attrition, retraining and reorganization.

The parties further agree that it is in their mutual interest to avoid unnecessary reductions in direct public services and to prevent existing City employees from becoming jobless and therefore they mutually agree that they shall focus their efforts to maintain programs and public service jobs to the fullest extent possible.

F. UNION SECURITY

Application

16. 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.

Payroll Deductions

17. 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.

18. Nine (9) 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.

19. 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.

20. 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.

21. At the time of fingerprint processing, the City will provide new permanent and provisional employees represented by SEIU Local 1021 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.

Indemnification

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

G. OFFICIAL REPRESENTATIVES AND STEWARDS

Official Representatives

23. The Union may select as many as one employee member of such organization from the appropriate unit represented by such organization, and one additional such employee member for each two-hundred and fifty (250) employees in such unit; 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 Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of city-wide Agreement meeting and conferring on all 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:

24. a. 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.

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

26. c. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

27. d. Official representatives who are assigned to evening and night shift work schedules and who participate in meeting and conferring during day shift hours shall be released from their regular shift pursuant to the rules established herein. Official representatives shall not be provided compensatory release time for participating in meeting and conferring on regular days off except as may be mutually determined.

28. Release time for official representatives engaged in meeting and conferring affecting a department or other work unit of City government shall be determined by mutual agreement.

29. The rules for release time for City-wide meeting and conferring shall apply.

Stewards

30. The Union, through a designated sender, shall furnish the City, to a designated recipient, with an accurate list of City-wide shop stewards and designated officers of the Union in areas as designated by the Union every three (3) months, beginning October 1, 2019. An employee has no status as a steward unless the City has received verification in writing from the Union that the employee is a steward in a given area. Stewards are not authorized to act in said capacity unless on said list.

31. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.

32. Upon notification of an appropriate management person, stewards and designated officers of the Union, subject to management approval, which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances, disciplinary appeals and attend meetings with Management without loss of pay or benefits. Union Stewards shall advise their first level supervisors prior to engaging in Union business. Such notification of release time shall normally be made at least forty-eight (48) hours in advance, but shall not be unreasonably denied regardless, and shall include the area or work location where they will be investigating or processing grievances, disciplinary appeals or meetings with Management. The Union will attempt to ensure that shop steward release time will be equitably distributed. Absent special circumstances, not more than one Shop Steward and one Shop Steward Trainee shall be released to represent an employee at the same time in the same meeting. If the Union thinks there are special circumstances warranting more than one Shop Steward and one Shop Steward Trainee at a particular meeting, the Union should notify the department forty-eight (48) hours in advance, and the parties shall mutually agree on the number of Union stewards released to attend.

33. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City departmental rule (intoxication, theft, etc.) a shop steward shall not unreasonably be denied the right to leave the shop steward's post or duty to represent the employee.

34. Except in emergency situations, an investigative, disciplinary or grievance meeting shall be rescheduled if a Shop Steward is denied release time.

35. Shop stewards shall not interfere with the work of any employee. A shop steward may interview an employee during the employee's regular work time in order to investigate or process a grievance or disciplinary appeal with the approval of the employee's supervisor, which shall not unreasonably be withheld.

36. Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.

37. Stewards shall receive timely notice of and shall be permitted to make appearances at departmental orientation sessions in order to distribute union materials and to discuss employee rights and obligations under this Agreement.

38. Any meeting of shop steward and supervisor shall be held in private surroundings and shall be held in a quiet and dignified manner.

39. Newly-elected Stewards shall be allowed four (4) hours paid release time for Union Steward training within six (6) months of appointment of a Steward. In addition, four (4) hours paid release time shall be paid for Stewards for training regarding the provisions of the new Collective Bargaining Agreement within six (6) months of the effective date of this Agreement. The parties shall mutually agree to the number of Stewards to be released at any one time.

Official Representatives to Retirement and Health Service Board and Civil Service Commission Meetings

40. Subject to operational needs, the City shall allow one (1) union representative from SEIU Local 1021 release time in order to attend the Retirement Board and Health Service Board meetings. Subject to operational needs, the City shall allow one (1) union representative paid release time in order to attend the Civil Service Commission meetings.

H. BULLETIN BOARDS, INTEROFFICE MAIL, UNION ACCESS AND LEGAL MATERIALS

Bulletin Boards

41. Reasonable space shall be allowed on bulletin boards for use by the Union to communicate with employees as may be agreed between the Union and the affected department head. The Union shall not post literature that is discriminatory or violates applicable law. The Department may remove literature that is discriminatory or violates applicable law immediately and shall notify the Union of its removal. Upon request of the City to meet and discuss Union materials posted on bulletin boards, the Union shall make itself available to meet within forty-eight (48) hours.

Inter-Office Mail and Email

42. To the extent permissible under the law, the Union may make reasonable use of the City's interoffice mail and email systems to communicate with appointing officers, personnel officers, stewards and officers of the Union in order to carry out Union representation of unit employees in administration of the MOU.

Union Access

43. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees provided that access shall be subject to such rules and regulations immediately below, as well as to such rules and regulations as may be agreed to by the department and the Union.

44. The parties agree that Union representatives have a reasonable right of access to non-work areas (bulletin boards, employee lounges and break rooms) and to hallways, in order to reach non-work areas to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees. The parties agree that union access to work locations will not disrupt or interfere with a department's mission and services or involve any political activities.

45. Union representatives must identify themselves upon arrival at a City department. Union representatives may use Department meeting space with a reasonable amount of notice, subject to availability.

46. In work units where the work is of a confidential nature and in which the department requires it of other non-employees, the department may require that union representatives be escorted by a department representative when in areas where said confidential work is taking place.

47. Nothing herein is intended to disturb existing departmental union access policies. Further, the departments may implement additional rules and regulations after meeting and conferring with the Union.

Legal Materials

48. The City shall provide the Library with the following items, not to exceed fifteen (15) sets, to be placed at libraries selected by the Librarian: Charter, San Francisco Administrative Code, Annual Salary Ordinances, Civil Service Rules and this Agreement.

DPH Website and Telephone Hotline

49. In addition to job vacancy postings on the City website and telephone hotline and as otherwise obligated in the CBA, DPH will post all DPH job vacancies on the DPH internet website. Posted information shall include but not be limited to: job classification, shift, days-off and worksite as available. A telephone hotline will provide a separate non-nursing classification hot line for only DPH classifications that are open for permanent testing.

I. VENDING MACHINES

50. Subject to the requirements of the Charter and Sections 4.2, 4.3, 4.4, 4.6, 4.7 and 4.8 of the San Francisco Administrative Code, The Union is authorized to establish vending machines in employee work areas. The Union shall be responsible for their installation and operation and all costs relating thereto, including maintenance and insurance. Proceeds from sales made through the vending machines shall be deposited in a special fund under the direction and control of the Union and allocated exclusively for the benefit of employees' recreation and welfare.

51. It is the understanding of the Parties that Union will not establish vending machines in the Recreation and Parks Department that compete with vending machines currently established in the Department that contribute to the operating revenues of the Department.

52. Effective July 1, 2014, the Union shall not establish any new vending machines, but the Union may continue operating vending machines where already established.

J. DATA

53. The City shall provide information to the Union electronically, as available, to permit the evaluation of contract compliance. The information shall be provided within ten (10) calendar days of a written request to the Employee Relations Department. This shall include, but not be limited to, Names, department, worksite, classification, seniority, hire date, and status of represented employees.

54. The City shall provide to the Union every two weeks a report containing the following information for all represented employees:

1. Department
2. Division
3. Full Name (last, first, middle initial)
4. Employee Number
5. Job Classification
6. Employment Status (active, leave of absence, leave with pay, suspended, terminated)
7. Hire Date
8. Citywide Seniority Date
9. Salary Step

10. Hourly Rate
11. Appointment Type
12. Last Pay Date
13. Bargaining Unit
14. Payroll Deduction Type
15. Payroll Deduction Amount
16. Exemption Type
17. Home Address
18. Home Phone
19. Work Phone
20. Work Email

55. The City and the Union agree that the Collective Bargaining Agreement will be printed with an index.

Equal Employment Opportunity (Glass Ceilings)

56. The City shall provide to the Union on an annual basis the Work Force Composition Report (EEO-4).

ARTICLE II – EMPLOYMENT CONDITIONS

A. NO DISCRIMINATION

Discrimination Prohibited

57. The City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of that person's 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, or other non-merit factors.

58. Claims of discrimination shall be reviewed and determined in accordance with applicable City policies. Effective July 1, 2024, the Department of Human Resources (DHR), Equal Employment Opportunity (EEO) shall offer the complainant an intake interview within thirty (30) days of DHR EEO receiving a complaint within DHR EEO's jurisdiction. This deadline does not apply to complaints filed before July 1, 2024. The City shall issue the complainant a determination letter within thirty (30) days of the Human Resources Director's final review and approval of the investigation.

59. An employee who files a complaint with DHR EEO may have an attorney or union representative present during any communications between DHR EEO and the employee.

60. An employee may file a grievance under this section and/or pursue a complaint through the relevant City office related to the same event or conduct.

Reasonable Accommodation

61. The Parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act. The City reserves the right to take any action necessary to comply therewith.

62. 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 within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement. During the reasonable accommodation process, an employee has the right, upon request, to Union representation.

63. When an employee requests an accommodation pursuant to the ADA and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act, the City and its Departments shall meet with the employee and, at the request of the employee, with the employee's Union representative. The City/Department will inform the employee and the representative of the status of the employee's request for an accommodation and of the resolution of the request. As necessary, and on a case-by-case basis, the City/Department will meet with the Union representative to review problems concerning reasonable accommodation.

64. 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.

65. Following a reasonable period of time after the employee has submitted the information required or requested by the department for a reasonable accommodation, but not later than thirty days, the City shall provide a written response to the employee's request. The written response shall include an update on the status of the employee's request. When the City grants an accommodation, the City shall provide a written description of the accommodation to the employee. If no accommodation is granted, upon request the City shall provide a written reason for the denial to the employee. 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 provisions of VII. B. Return to Work, of this Agreement.

66. A reasonable accommodation decision is appealable to the Human Resources Director and/or through the grievance process.

Complaints of Discrimination

67. Discrimination complaints will be treated in strict confidence by both the Union and the City.

68. Progressive disciplinary action shall be imposed by the City upon any employee found to have engaged in discriminatory conduct in violation of this section.

No Discrimination on Account of Union Activity

69. Neither the City nor the Union shall interfere with, intimidate, retaliate, restrain, coerce or discriminate against any employee because of the exercise of the employee's rights granted pursuant to this Agreement, the Employee Relations Ordinance and the Meyers-Milias-Brown Act. No employee seeking promotion, reassignment or transfer shall in any way be discriminated against because of their Union activities.

EEO and Racial Equity

70. EEO complaints shall be investigated by staff who are neutral and have no connection to the complaint or involved parties.

Committee on Diversity, Equity, and Inclusion

71. Within sixty (60) days of the effective date of this Agreement, the Union and the City shall establish a labor management committee to discuss issues in the workplace for City employees represented by the Union related to diversity and an equitable and inclusive City workplace. ("DEI Committee") The City shall release up to a maximum of six (6) Union members to participate in the DEI Committee. The DEI Committee shall be composed of an equal number of members from the Union and the City.

72. 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 recruitment and retention issues, are advisory only.

73. The parties shall each appoint a co-chairperson, and the co-chairs shall be responsible for developing an agenda for each meeting. The agenda shall be distributed to all DEI Committee members at least five (5) calendar days before each meeting. The Committee shall meet quarterly unless the parties mutually agree to an alternative schedule.

74. The Committee shall not have the power to modify the terms of this Agreement, but may submit recommendations to the City and the Union on potential modifications. Upon mutual agreement, the Committee may also submit recommendations to the Civil Service Commission.

B. PROBATION

75. All permanent appointees shall serve a six month probationary period, except as provided below:

76. 1. Employees who move from a part-time to a full-time position within a classification shall be subject to a three (3) month probationary period in the full-time position;

77. 2. Employees who move, in a flexible staffing series of classifications, except to a supervisory position, will have a three (3) month probationary period in the new position;

78. 3. Employees who move to a new department in the same class or former class will serve a three (3) month probationary period;

79. 4. An employee who is appointed to a permanent position shall have the employee's probationary period reduced by the time served by that employee in the same classification in the same department, but all such probationary periods shall be at least three (3) months.

80. 5. When an employee is reinstated to a permanent position in a former class in a department other than the department in which the probationary period had been completed (in the former class) the employee shall serve three (3) months probationary time.

81. 6. A six (6) month probation will be required following promotion to a higher classification.

82. 7. When an employee's position changes by permanent transfer to the same class in another department, by disability transfer, reduction in force due to technical advances, automation or the installation of new equipment the employee shall serve three (3) months probation time.

83. 8. When an employee is returned as permanent following layoff, involuntary leave or resignation to a class or department other than the one left, the employee shall serve three (3) months probationary time.

84. 9. A current regularly scheduled provisional employee who receives a permanent appointment in the provisional employee's class in another department shall have their probationary period reduced by the time served by that employee in the same classification, but all such probationary periods shall be at least three (3) months.

85. 10. The probationary period for 8237, 8238 and 8239 Public Safety Dispatchers hired on or after July 1, 2007 shall conclude six (6) months after an employee's successful completion of the Department of Emergency Management training program.

86. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

87. An employee who is granted a leave while serving a probationary period shall have such probationary period extended by the period of such leave in order to complete the required period of service. Disability leave shall extend the probationary period in all cases.

88. Any employee who is returned to duty to a position in another department after layoff or displacement, and who has displaced an incumbent in such position, is entitled to an introductory meeting with the new department. The purpose of the meeting is to review the job duties and expectations for the new position and to provide the timeline and framework for training and orientation. After thirty (30) days, the employee is entitled to a review of the employee's performance. If the employee is not meeting standards, the supervisor will meet with the employee and, upon request, the union representative, to identify ways for the employee to bring the employee's performance to a satisfactory level.

C. SUBCONTRACTING OF WORK

89. Due to the size of the bargaining unit and the diversity of the classifications and 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 they have budgetary authority that:

90. The City shall not initiate or approve contracting out any routine work currently performed by existing employees represented by the Union.

91. The City shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.

92. 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.

93. 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.

94. 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.

95. 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 Article IV (Grievance Procedure) of this Agreement, who shall decide the issue of whether a proposal to contract out work may be initiated by the Mayor.

96. The City agrees that it will not assign work currently performed by SEIU-represented employees to any other bargaining unit.

97. The City agrees that only City employees are authorized to hire, fire, execute performance evaluations, and discipline SEIU-represented employees.

Required Notice to the Union on Prop J Contracts

98. The City shall deliver to the Union no later than sixty (60) 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.

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

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

101. Possible alternatives to subcontracting;

102. Questions regarding current and intended levels of service;

103. Questions regarding the Controller's certification pursuant to Charter Section 10.104(15);

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

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

106. Questions regarding services supplied by the City to the Contractor.

107. 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.

Personal Services Contracts

108. The parties recognize that the use of contracting out for personal services should be used for limited reasons. "Prop J" contracts are covered by the "Prop J" paragraphs of the MOU and not the following paragraphs.

109. Contracting for work customarily performed by bargaining unit employees is permissible under limited circumstances described in the Civil Service Commission's December 19, 2023, Policy on Personal Service Contracts, as may be amended[1], or when otherwise required by federal, state, or local law or requirements of court decisions or orders.

110. For purposes of this article, work customarily performed by bargaining unit employees is work performed by classifications within the unit. The City agrees that only City employees are authorized to hire, fire, execute performance evaluations, and discipline SEIU Local 1021-represented employees.

111. The City shall not displace current bargaining unit members as a result of contracting out. The term "displace" includes laying off, demoting, involuntarily transferring to a new class or location, reducing the hours for current bargaining unit members. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same class and general location.

112. Section III.A of the Civil Service Commission's December 19, 2023, Policy on Personal Service Contracts, as may be amended[2], sets forth the circumstances in which services customarily performed by bargaining unit employees may be contracted out. Contracting out should be used sparingly and treated as an option of last resort, not as a means to replace employees with contractors. Factors that may be considered appropriate for contracting out include but are not limited to the following:

    a. Immediately needed services to address unanticipated or transitional situations, or services needed to address urgent situations that do not rise to the level of an "emergency";

    b. Short-term or capital projects requiring diverse skills, expertise, and/or knowledge;

    c. Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload); or

    d. Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

[1] Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process.
[2] Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process.

Pilot Personal Services Contract Review Process

113. The Union and City agree to a pilot PSC notification and review program as described in this paragraph 113 beginning no sooner than January 1, 2025, but no later than July 1, 2025. This pilot program shall expire on June 30, 2027 unless the Parties mutually agree to extend it. Prior to implementation of this new process, the process for review of personal services contracts shall continue as set forth in the July 1, 2022 - June 30, 2024 MOUs between the City and SEIU 1021 (paragraphs 106-118).

a. Prior to submission of a personal service contract request to the Department of Human Resources and/or Civil Service Commission or at the time the City issues a solicitation for work customarily performed by bargaining unit employees, whichever occurs first, the City shall provide notice to the Union with the following information:

   i. The anticipated duration of the contract;

   ii. The scope of work under the contract;

   iii. The final solicitation, if published or if no solicitation exists or will be used, any other information that would normally be included in a solicitation; and

   iv. The reason, as set forth in the Civil Service Commission's Policy on Personal Service Contracts as amended from time to time or others, that the City is relying on as justification for its contracting decision.

b. The Union shall have ten (10) calendar days to request to meet with the City over the proposed contract after receiving the notice required by paragraph 113.a. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting, whether the department staff has the expertise and/or facilities to perform the work, and steps the City has taken to address job vacancies. 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. The Union and City shall conduct such meeting no later than ten (10) calendar days from the date the Union requested to meet. If the City is unable to meet within ten (10) calendar days, the timeline for the Union to commence the Fact-Finding Review set forth in paragraph 113.c.ii will be tolled by another ten (10) calendar days.

c. Fact-Finder Review: For disputes that cannot be resolved through the meeting contemplated in paragraph 113.b, the Union may utilize the Fact-Finder Review outlined in this paragraph 113.c five (5) times per year. The number of times the Union may utilize the Fact Finder Review may be increased by mutual agreement of the parties.

   i. If, following the meeting contemplated in paragraph 113.b, a dispute exists between the Parties about whether the City may contract out work customarily performed by bargaining unit employees, the Union may submit the matter to Fact-Finding Review.

   ii. To commence the Fact-Finding Review, within five (5) calendar days following the meeting contemplated in paragraph 113.b, the Union must make a written objection to the Human Resources Director, containing specific and detailed factual information to support its opposition to the proposed personal service

contract, and documentary evidence or declarations in support of the Union's position.

iii. A standing factfinder or factfinder(s) will be appointed to address disputes submitted under this Paragraph 113.c, and the Parties will preschedule at least two (2) days per month for such hearings. The Parties will mutually agree on a list of factfinder(s) prior to the commencement of the Fact-Finding Review process. The Parties agree to split the factfinders' fees.

iv. Within five (5) calendar days of the Union's request for a Fact-Finding Review, the factfinder shall review the evidence submitted by the Union under subparagraph (c.ii) and determine whether sufficient evidence exists to warrant a hearing on the dispute. The factfinder shall make a determination based on the evidence provided by the parties. If the factfinder determines that the Union has not submitted sufficient evidence, the factfinder shall dismiss the Union's request for a hearing.

v. If the factfinder determines that the Union has submitted sufficient evidence to warrant a hearing, the factfinding hearing will occur on the next prescheduled hearing date. This hearing shall follow the generally accepted rules and structure of expedited hearings, however, the parties agree that either party may be represented by legal counsel.

vi. The factfinder(s) will address whether the circumstances described by the City as the basis for contracting out exist. The factfinder(s) shall recommend whether the contracting out proposal shall be approved, denied or modified. The factfinder may also recommend the adoption of any proposals the union presents as an alternative to contracting out. The factfinder's recommendation may also outline timelines and intermediate steps for remedying the disputed matter.

vii. The factfinder must provide any recommendations to the Parties within five (5) calendar days of hearing the dispute; however, the factfinder may extend the time for providing recommendations up to fourteen (14) calendar days. The Parties will make the factfinder's recommendation a part of the record before the Civil Service Commission prior to the Commission's hearing on the disputed personal service contract or to the Human Resources Director in accordance with the Civil Service Commission's December 19, 2023 Policy on Personal Service Contracts, as may be amended[3].

viii. Best efforts shall be made to complete the Fact-Finding Review within sixty (60) calendar days after the Union makes its written objection under subparagraph 113.(c).

ix. The City shall not be required to engage in the Fact-Finding Review outlined in Paragraph 113.(c) should the Union fail to comply with the deadlines outlined in Paragraphs 113.(b) and 113.(c).

x. Submission of a dispute to a factfinder under this pilot program does not alter the Civil Service Commission's authority to consider and decide whether to approve personal service contracts or to amend its Policy on Personal Services Contracts.

d. The process and timeline identified in paragraphs 113.a, 113.b, and 113.c are further outlined as follows:

Step	Summary	Timeline

[3] Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process.

1	PSC submission	
2	Initial objection to PSC by Union	Within ten (10) calendar days of Step 1. If no informal objection, proceed to Step 8.
3	If Union objects pursuant to Step 2, required meeting between City and Union.	Within ten (10) calendar days of Step 2.
4	If initial objection not resolved pursuant to Step 3, written objection by Union requesting Fact Finder Initial Review.	Within five (5) calendar days of Step 3.
5	Fact-Finder Initial Review.	Within five (5) days of Step 4.
6	Factfinding Hearing, if factfinder determines sufficient evidence to warrant such hearing	Next regularly-scheduled factfinding hearing.
7	Fact Finder recommendation	Within five (5) days of factfinding hearing, but can be extended to fourteen (14) days.
8	CSC Meeting Date	If no initial objection, first CSC Meeting upon conclusion of Step 2. OR, if Fact-Finder Review involved, first CSC meeting date following conclusion of Factfinding.

e. The Controller shall advise on any process safeguards or other requirements necessary to ensure public integrity in contracting decisions.

114. Should the Pilot Personal Services Contract Review Process not be renewed pursuant to paragraph 113.c, or be cancelled upon mutual agreement of both parties prior to the Pilot end date identified in paragraph 113.c, the Union PSC notification and review process reverts to the process for review of personal services contracts as set forth in the July 1, 2022- June 30, 2024 MOUs between the City and SEIU 1021 (paragraphs 106-118).

115. By January 1, 2025, DHR shall maintain an online vacancy dashboard that is updated monthly. The dashboard will list all budgeted and filled positions by classification and department.

Joint Labor Management Committee on Personal Service Contracts

116. The City and the Union shall form a JLMC on City Contracting. The JLMC shall establish procedures to implement the Pilot Personal Services Contract Review Process. The JLMC shall also review and make recommendations regarding the process of engaging Labor prior to entering into a City contract. On an on-going basis, the JLMC will review data on Personal Service Contract approvals, City contract spending, benchmarking best practices, and the effectiveness of the Pilot PSC Review Program described in Paragraph 113. Based on the information provided, the JLMC will make recommendations to improve the process, reporting requirements, and policies governing the way that the City initiates the PSC process. Any disputes regarding violations of the PSC process shall be resolved by the JLMC and not by the

grievance provision of this Agreement. The committee will include no more than 8 members, 4 from the City and 4 from the Union, and will meet every other month for 1 year, to make recommendations, and annually thereafter for the term of this contract.

117. This article shall be interpreted consistent with and shall not conflict with the Charter.

Grants

118. The City shall deliver to the Union a summary of any proposed grant agreement no later than sixty (60) 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.

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

120. Upon the request of the Union, the City agrees to discuss and attempt to resolve issues relating to:

121. Possible alternatives to subcontracting;

122. Questions regarding current and intended levels of service;

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

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

125. Questions regarding services supplied by the City to the Contractor.

Volunteers, SWAP, CAL WORKS, CAAP Workfare, Or Others Not Covered By This Agreement

126. The City shall not use paid or unpaid volunteers, SWAP, CAL WORKS, CAAP Workfare, or similar programs to displace Bargaining Unit employees. The City will not keep authorized budgeted positions vacant, nor is it the intent of City Departments to initiate the reduction of the number of budgeted positions, for the purposes of using Volunteers, SWAP, CAL WORKS, CAAP Workfare or similar programs.

127. Each quarter the City will supply the Union an accounting, by department and work location, of the hours worked by CAL WORKS, CAAP or SWAP workers.

Sworn Police Officers

128. The City may temporarily assign sworn police officers to perform bargaining unit work in the event of an emergency situation or for short-term purposes in order to comply with the medical restrictions upon the police officer. These assignments shall not be made for the purpose of, or with the affect of, holding vacant, and unfilled, bargaining unit positions, or to displace SEIU-represented employees.

Severance/Retraining

129. Represented employees shall have one (1) week of severance pay for each year of permanent service. If a permanent employee is to be laid off because of subcontracting, the employee shall select one of the following irreversible options.

130. 1. Take severance in one payment eliminating automatic recall rights;

131. 2. Take severance as regular bi-weekly payments; retraining if offered by the City; placement on re-call list until severance is exhausted in which event the employee's automatic recall rights are eliminated;

132. 3. Utilize City-wide bumping rights according to the provisions elsewhere in this agreement. If employee is placed on the holdover list the employee shall receive severance pay for any period in which the employee suffers a loss of pay according to this severance entitlement.

D. LAYOFF

Department of Public Health

133. Management shall notify the Union in writing at least forty (40) working days before the elimination and reduction of DPH service which has an impact on bargaining unit members' wages, hours or working conditions. The parties shall begin to meet and confer concerning all issues relevant to the scope of representation within fifteen (15) working days of a request to meet and confer by the Union. Pursuant to this process, upon the request of the Union, management will expeditiously provide in writing, all existing information concerning such a proposed service change.

60-Day Minimum Notice

134. Any employee whose position is to be eliminated due to lack of funds 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, with the exception that if a special grant is unexpectedly terminated, the City shall provide not less than thirty (30) days' notice prior to the effective date of layoff. The Union shall receive copies of any layoff notice.

Minimum Notice for Displacements

135. The City will provide no fewer than ten (10) business days' notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in the employee's classification and department for the remainder of the notice period.

136. 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

137. 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 paragraph 133, to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.

Citywide Seniority in Classification

138. Layoff of employees shall be by inverse order of seniority in a classification City-wide. The five (5) year rule for City-wide bumping rights shall no longer apply.

139. Employees displaced by layoff shall be placed on the hold over list per CSC rules.

Retraining & Alternative Employment Opportunities

140. Retraining Program. In order to avoid layoffs, the City will provide an employee targeted for layoff (hereafter "an affected employee") the opportunity to participate in a reorientation/retraining program. The City shall bear the full costs of any retraining program. Retraining programs shall be developed through the Joint Training, Retraining and Career Development Committee set forth in Article V.G. All employees who have a minimum of twenty-four months of seniority shall be eligible to participate in the reorientation/retraining program. If the availability of funds is limited, disputes among affected employees will be resolved on the basis of City seniority.

141. Vacancies. Upon completion of the bumping process, an affected employee shall have priority to select one of any existing vacancies for which the employee may qualify upon completion of training within a reasonable period of time, not to exceed six months. (Subject to the approval of the Civil Service Commission.)

142. Positions to be Filled. When a position has been designated for a retraining candidate, that position shall be "held open" for no more than six (6) months, unless extended by mutual agreement. The City may fill the existing vacancy on a temporary basis in order to continue City services.

Severance

143. An employee who is laid off shall receive two weeks' pay for each year of service. An employee who accepts severance pay shall forfeit all holdover rights. 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.

144. For all layoffs or displacements effectuated by the layoff of permanent civil service (PCS) employees, employees may elect to take severance pay, even if there is a vacant available position or a position occupied by a less senior incumbent in the class from which the employee is laid off, or a position to which the employee has reinstatement rights, as long as the person who elects severance pay forfeits and waives the opportunity to be placed, to displace a less senior incumbent, or to be reinstated, and waives all holdover rights to which the employee may be entitled as provided in paragraph 143.

145. Layoff notices shall advise employees notified of layoff the option to elect severance pay, and the notices shall advise employees that they may have displacement and/or reinstatement, and holdover rights. The notice shall advise the employee that the employee has fourteen (14) calendar days after receipt as defined by State law (e.g., allowing maximum of 5-days for notice by mail if notice is not given in any other manner) to make an election. The employee receiving a layoff notice shall, upon request, receive information regarding the employee's place on the seniority roster(s) in the employee's own classification and in previous underlying

classifications. Within fourteen (14) calendar days after receiving such layoff notice as described above, the employee shall make an irrevocable election among the employee's options.

Internal Job Placement Committee

146. In the event the City issues layoff notices to seventy-five (75) or more SEIU-represented employees in a fiscal year, the City and SEIU shall convene an internal job placement committee (IJPC) within ten (10) days. The committee shall consist of no more than 10 representatives from each party, including a representative from the Mayor's Office and DHR. The committee shall be co-chaired by the Mayor's senior management designee and a designee of SEIU. For the first ninety (90) days after its establishment, the committee shall meet at least once a week unless mutually agreed otherwise. Members of this committee shall be on City-paid release time while at IJPC meetings. The mission of the committee shall be to use its best efforts to maintain City employment for all SEIU-represented employees facing layoff or displacement.

147. The IJPC shall be responsible for identifying alternative employment within the City for employees facing layoff or displacement. In addition to conferring regarding near-list opportunities and vacancies for employees facing layoff or displacement, the committee shall make recommendations to the City regarding the following subjects and any other alternatives that it may identify which the City will make all reasonable efforts to implement:

148. i. Savings that can be used to create jobs from existing budgeted and authorized vacant positions;

149. ii. Opportunities to utilize EDD workshare or similar arrangements as an alternative to planned layoffs; including but not limited to a pilot EDD workshare program; and

150. iii. Maintenance of existing positions funded by reductions in overtime expenditures related to bargaining unit work.

E. STAFFING LEVELS

151. Upon request of the Union, if there is a reduction in the workforce that impacts working conditions, the City agrees to meet and confer on the impact of such reductions on the remaining workforce to the extent required by MMBA.

152. The City agrees to meet and confer in good faith upon request and endeavor to reach agreement on workload standards. Such meetings may include discussions of appropriate work for one person and relevant state guidelines. The City agrees to provide any written information on staffing levels in a given department upon written request to the Employee Relations Division with any reproduction costs above a single copy to be paid by the Union.

153. The City, realizing that staffing reductions could result in increased workload pressures upon the remaining employees, shall use its best efforts to avoid mandatory overtime to the maximum extent possible. Upon request of an employee, the City shall meet to discuss work priorities and/or workload reductions and/or alternatives to mandatory overtime. The employee may have a representative of the employee's choice at such meeting.

154. The City will develop and provide Assignment Despite Objection forms for use by healthcare workers to document concerns regarding staffing levels and working conditions.

Staffing at Jail Health Services

155. These minimum levels of direct care, by LVNs, will be budgeted for each 24-hour period:

County Jail	Monday-Friday	Weekends-Holidays
County Jail #2	40 Hours	48 Hours
County Jail #4	24 Hours	16 Hours
County Jail #5	40 Hours	32 Hours

156. These levels of direct care, by LVNs, will be deemed optimal staffing for each 24-hour period:

County Jail	Monday-Friday	Weekends-Holidays
County Jail #2	64 Hours	64 Hours
County Jail #4	40 Hours	32 Hours
County Jail #5	64 Hours	64 Hours

157. The City shall make reasonable efforts to maintain optimal staffing levels. Notwithstanding the foregoing, deviations from optimal staffing levels are not subject to the grievance procedure.

158. A non-probationary permanent DPH employee 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 within DPH subject to the following conditions:
   a) the basis for revocation of the jail security clearance has been determined, and would not otherwise be grounds for discharge,
   b) there is an available vacant position approved to be filled, and
   c) the employee possesses the skills and abilities required of the available vacant position.

F. REIMBURSEMENT OF WORK-RELATED EXPENSES

Mileage

159. 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 allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective, as the changed rates are announced by the Internal Revenue Service and for all necessary parking and toll expenses.

Parking Expense

160. When an employee is required to use a vehicle to get to a location other than the employee's regular worksite in the performance of work-related duties, the City shall cover or reimburse parking expenses provided that the employee complies with all departmental parking and parking reimbursement policies and/or procedures.

Damaged or Stolen Property

161. Reimbursement for property damaged, destroyed or stolen in the line of duty is administered through the provisions of Administrative Code Sections 10.25-1 through 10.25-9.

162. An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to the employee's department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than one hundred-twenty (120) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

Meals

163. City employees shall, subject to the procedures established by the Controller, be reimbursed for the reasonable and actual costs of meals upon presentation of receipts in the following circumstances:

164. When an employee is required by the employee's department to attend a meeting at which a meal is served and such meal is billed to the employee;

165. When an employee is traveling overnight out of the City on City business.

166. When an employee works longer than ten (10) hours at a remote location, the City shall provide the employee with a meal or pay the employee the current per diem rate for the meal.

G. FINGERPRINTING

167. The City shall bear the full cost of fingerprinting whenever such is required of the employee.

H. COMMUTER BENEFITS

168. Employees may participate in any commuter plan provided by the City.

I. WELFARE REFORM

169. No current bargaining unit employee shall be displaced by a person hired as a result of any agreed upon public apprenticeship program.

170. Participants in a public apprenticeship program who are working as apprentices to classifications represented by the Union shall be represented by the Union and shall be covered by this Agreement.

171. New classifications containing public apprenticeship participants or other workers employed in a program designed to address welfare reform which perform a substantial amount of work performed by Union-represented employees shall be assigned to a bargaining unit represented by the Union.

J. PARKING FACILITIES

172. Upon request of the Union, the Employee Relations Division shall approach the Mayor, the Board of Supervisors and/or other appropriate parties of interest in order to attempt to provide sufficient, secure parking facilities for employees at the department in question. Included in such discussions may be the development of a shuttle service; patrol and escort service and/or the building of a parking structure. The Employee Relations Division will invite departmental representatives to participate in such discussion as necessary.

173. For the duration of this Agreement, the monthly rate for basic employee parking at the Department of Public Health (DPH) will not exceed the price of a MUNI FastPass "A", plus $10 for SEIU-represented employees covered by this Agreement. Sufficient parking shall be provided to all employees who purchase a parking permit.

174. At all other Department operated and controlled parking facilities, the monthly rate for basic employee parking for SEIU represented employees covered by this Agreement will not exceed rates in effect as of June 1, 2004 or the price of a MUNI FastPass "A", plus $10, whichever is higher.

175. The Union does not waive its rights to advocate within the legislative process regarding any proposal to increase employee parking rates.

K. EMPLOYEE SUGGESTION PROGRAM

176. City and Union agree to publicize the Employee Suggestion Program and to encourage represented workers to submit cost saving suggestions for consideration and possible awards.

Worker Initiated Cost Abatement Program

177. To encourage City employees to submit improvements in the management and operation of the City and County in order to sustain and improve services, increase nontax revenues, reduce inefficiency and improve the quality of work life, the City and its Departments shall implement an Employee Suggestion Program as described in the San Francisco Administrative Code, Article VIII, Sections 16.108 through 16.117a (as approved on 6/24/82) with the following changes:

178. The Program may be utilized by all employees.

179. Proposals to reduce City or Departmental services are not appropriate for consideration under this Program.

180. SEIU may appoint one (1) departmental employee to serve on such committees as established in the Administrative Code. Union appointees will serve on paid release time.

181. The amount of award granted to an employee shall be from $50 to $100, or 10% of the savings to the City or Department resulting from implementation of the suggestion in the first year following adoption of the suggestion, whichever is greater.

182. Awards shall not be considered compensation for services rendered.

183. Employees submitting suggestions shall be protected from any form of retribution.

L. INDEMNIFICATION AND DEFENSE OF CITY EMPLOYEES

184. 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.

M. THE RIGHT TO PRIVACY IN THE WORKPLACE

185. Employees subject to this Agreement shall have a reasonable expectation of privacy and to be secure from unreasonable searches and seizures the employee's person and the employee's work area to the extent provided by law.

N. PEACE OFFICER STATUS

186. The City and the Union shall meet and confer with regard to any actions taken as a result of the PUC study completed on June 30, 2004 concerning 7470 Watershed Keepers and 7220 Watershed Keeper Supervisors to the extent such actions are within the mandatory scope of bargaining.

O. AUTOMATIC RESIGNATION

187. Absence from duty without proper authorization for any period of time up to and including five (5) or less working days may be cause for disciplinary action by the Appointing Authority.

188. Absence from duty without proper authorization in excess of five (5) continuous working days may constitute abandonment of the position and may be recorded as an automatic resignation. The employee shall be notified by certified mail of this action, prior to the effective date of the automatic resignation.

P. UNSATISFACTORY RESIGNATION

189. The City agrees that in the event an employee resigns with services designated as unsatisfactory, the City shall not provide information to any inquiry or referral regarding the resignation other than that the employee has resigned, except as required by law.

Q. ADDITIONAL PART-TIME EMPLOYMENT

190. There shall be no limit on outside employment, or service as an independent contractor, imposed upon any employee covered by this agreement, unless such employment can be shown to create a conflict of interest with the employee's City employment.

R. UNIFORMS AND EQUIPMENT

191. Except as otherwise provided in this Agreement, the City shall provide and maintain uniforms as specified below for the workers in the listed classifications:

1406 Senior Clerk (DPH Psychiatry only)
1428 Unit Clerk (DPH Psychiatry only)
2706 Housekeeper/Food Service Cleaner
2708 Custodian
2716 Custodial Assistant Supervisor
2718 Custodial Supervisor
3302 Admission Attendant (in REC only)
3210 Swimming Instructor/Pool Lifeguard
3208 Pool Lifeguard
3209 Swimming Instructor
3213 Aquatics Facility Assistant Supervisor
3215 Aquatics Facility Supervisor

3278 Recreation Facility Assistant
3283 Recreation Specialist
3286 Recreation Coordinator
3289 Recreation Supervisor
7270 Watershed Keeper Supervisor
7392 Window Cleaner (in AIR only)
7470 Watershed Keeper
8201 School Crossing Guard
8202 Security Guard
8204 Institutional Police Officer
8207 Building and Grounds Patrol Officer
8208 Park Ranger
8210 Head Park Ranger
8226 Museum Guard
8228 Senior Museum Guard
8249 Fingerprint Technician I
8250 Fingerprint Technician II
8251 Fingerprint Technician III
8274 Police Cadet
9212 Aviation Security Analyst
9213 Airfield Safety Officer

192. Uniforms are to be provided and maintained if required by a department, or if already given to employees in a classification, or for classes added by the agreement of the parties.

193. During the term of this Agreement, the parties may mutually agree to add additional classifications to this list.

194. Grievances related to the City's obligation to provide uniforms may be initiated at the third step of the grievance procedure. Unresolved grievances shall be submitted to Expedited Arbitration. Nothing herein shall be construed to limit the City's liability or obligation to provide appropriate uniforms per California or Federal law, statute, ordinance or relevant licensing agencies.

195. The departments shall meet and confer with the Union regarding the style and color of new uniforms provided under this section.

Uniform Specifications

196. Specifications for uniforms subject to this Agreement including prescribed items, optional items, and rain gear, shall be prepared by the Appointing Officer, after consultation with the Union and the Purchaser but such specifications must not be so narrowly drawn as to prevent or unreasonably prohibit competitive bidding and must take relevant safety and environmental concerns into consideration.

Termination or Change of Employment; Return of Uniforms

197. Upon termination of employment or upon change to a position which does not require wearing of uniforms, each employee having in the employee's possession uniform items provided by City must return such items, in good condition, reasonable wear and tear excepted.

Replacement of Uniforms

198. Replacements for uniforms shall be acquired by purchase or lease by the City and furnished to the members as indicated in this Agreement as the items wear out. Not more than three uniforms shall be acquired by the City in any twelve-month period for the use of one employee enumerated herein unless another section of this Agreement specifically states otherwise, provided however, that any employee entitled to a uniform allowance under this Agreement shall be furnished two replacement shirts or blouses in any twelve-month period or a full or partial replacement of the uniform when the department determines that the uniform has been damaged in the course of the employee's duties for the City.

Uniforms for 3302 Admission Attendants, 8202 Security Guards, 8226 Museum Guards and 8228 Museum Security Supervisors at the Fine Arts Museum

199. Employees in classes 3302 Admission Attendant, 8202 Security Guard, 8226 Museum Guard and 8228 Museum Security Supervisor at the Fine Arts Museum shall continue to purchase their own uniforms and submit receipts for reimbursement to the Department according to existing departmental practices. The reimbursement amount for 8202 Security Guard, 8226 Museum Guard and 8228 Museum Security Supervisor shall be up to $450. The reimbursement amount for 3302 Admission Attendant shall be up to $250.

Uniforms and Equipment for 2600 and 2700 Series Employees at the Department of Public Health

200. Employees in class series 2600 and 2700 at the Department of Public Health who are required to wear uniforms will be provided five uniforms and one pair of safety shoes upon hire and will be provided two uniforms and one pair of safety shoes annually each subsequent year. In addition, employees can request up to two uniform replacements each year due to wear and tear. The Department or the Union can request to meet to discuss issues regarding uniforms.

Uniforms for 2600 and 2700 Series Employees

201. Employees in class series 2600 and 2700 who are required to wear uniforms will be provided five uniforms and one pair of safety shoes upon hire. Employees will be provided one pair of safety shoes annually each subsequent year after the date of hire. Employees may request replacement uniforms as the items wear out or when the department determines that the uniform has been damaged in the course of the employee's duties. The department or the Union may request to meet and discuss issues regarding uniforms.

Uniforms and Equipment for 8204 Institutional Police Officer, 8202 Security Guard, 1705 Communications Dispatcher II, 8217 Community Police Services Aide Supervisor, and 8300 Sheriff's Cadets Assigned to the Sheriff's Department, Institutional Patrol Unit

202. Beginning in fiscal year 2006-2007 and continuing for the duration of this Agreement, the City agrees to provide to 8204 Institutional Police Officers a uniform allowance each year in the amount of Eight Hundred dollars ($800). The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.

203. For the term of this Agreement, the City agrees to provide to 8202 Security Guard, 1705 Communications Dispatcher II, 8217 Community Police Services Aide Supervisor, and 8300 Sheriff's Cadets a uniform allowance each year in the amount of Six Hundred Seventy-Five dollars ($675). The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.

Sheriff's Employee Safety Equipment Committee

204. Within sixty (60) days of the effective date of this Agreement, the Sheriff's Department and representatives of the Union shall meet for the purposes of reaching agreement on the use and distribution of any and all equipment that may be necessary in the line of duty for all SEIU represented classifications employed in the Sheriff's Department. Items to be discussed shall include, but not be limited to, bulletproof vests, pepper spray and restraint devices. This committee shall meet on an ongoing basis as needed. All agreements shall also include procedures for implementation of such equipment as well as training in appropriate use in accordance with all local, state and federal regulations and current best practices. This committee shall expire on June 30, 2027.

Ammunition Allowance for 8204 Institutional Police Officers Assigned to the Sheriff's Department

205. The City will provide an adequate amount of ammunition per month, as determined by the Sheriff, for each 8204 Institutional Police Officer assigned to the Sheriff's Department to practice in order to qualify. As of the execution of the Agreement, the Sheriff has determined that amount to be 100 rounds per month.

Protective Clothing

206. Employees assigned to work in the covered channels or on machinery located below the water line in the sedimentation or grit tanks of a sewage treatment plant shall be furnished with protective clothing, uniforms or work clothes and laundry connected with this employment without charge. Employees whose normal duties require them to work in the rain shall be provided with rain gear, including a coat, hat or hood, pants, and overshoes or rain boots.

Protective Clothing for 9220 Aviation Security Operations Supervisor and 9221 Airport Operations Supervisor

207. The City will provide one pair of safety boots and one high visibility jacket, as specified by the San Francisco International Airport, to each 9220 Aviation Security Operations Supervisor and 9221 Airport Operations Supervisor. The safety boots and high visibility jackets shall only be worn for work purposes.

Protective Vests for 8208 and 8210 Park Rangers

208. If provided a protective vest by the City, an 8208 or 8210 Park Rangers shall wear the protective vest while in uniform, unless directed otherwise by the employee's supervisor. Replacement of a protective vest shall be made upon its expiration date.

Uniforms for 7470 and 7270 Watershed Keeper/Supervisor

209. The San Francisco Public Utilities Commission shall provide four (4) short sleeve shirts, four (4) long sleeve shirts, four (4) pair pants, one (1) foul weather jacket, one (1) belt, two (2) coveralls, two (2) caps, one (1) key holder, one (1) rain jacket and one (1) rain hood and other items determined appropriate by the Appointing Officer or designee. Employees shall also receive one (1) pair of boots annually. In accordance with Department policy, employees shall either receive a voucher, request the purchase through a requisition, or submit receipts for reimbursement of up to Two Hundred dollars ($200) for purchasing boots. Employee safety due to environmental extremes and remote duty locations shall be considered in the selection of the items listed.

210. The Department shall replace items according to each division's specifications and as authorized by the Appointing Officer or designee every twelve (12) months.

211. Any items determined by the Appointing Officer or designee to be damaged in the course of duty will be replaced and will not count towards the yearly replacement.

Uniforms for 8201 School Crossing Guards

212. The San Francisco Municipal Transportation Agency shall provide safety vest, cap, gloves, safety sign, footwear, and protective equipment as deemed appropriate by the Appointing Officer or designee. This equipment shall be replaced by the Department when it is damaged in the course of the employee's duties for the City. Upon request of the Union, the Department will meet to discuss the type and allowances of equipment to be issued.

Uniforms for 8217 Community Police Services Aide Supervisor and 9209 Community Police Services Aide in the Police Department

213. The Department shall provide two (2) short sleeve shirts, two (2) long sleeve shirts, two (2) pairs of pants, one (1) foul weather jacket, one (1) reversible windbreaker/reflective jacket, one (1) belt, one (1) cap, one (1) pair of boots, one (1) key holder, one (1) rain jacket, and one (1) rain hood and other items determined appropriate by the Appointing Officer or designee. The Department will consider employee safety due to environmental extremes and outdoor duty locations in the purchase of items listed. The Department will replace issued uniforms and equipment every 1 to 5 years, depending on the item.

214. For 8217 Community Police Services Aide Supervisors who successfully complete the Police Department Bicycle Patrol Training Course, the Department shall provide a bicycle uniform consisting of one (1) bicycle shirt, one (1) pair of bicycle pants, one (1) pair of bicycle gloves, and one (1) bicycle helmet instead of the apparel in the preceding paragraph.

215. The Department shall also provide pepper spray, safety vests, traffic safety gloves, whistles, flashlights, and other protective and traffic control equipment as deemed appropriate by the Appointing Officer or designee.

216. The Department shall provide a protective ballistic vest to employees in classification 8217 Community Police Services Aide Supervisor and 9209 Community Police Services Aide. The Police Services Supervisor/Aide shall wear the protective vest while in uniform, unless directed otherwise by the employee's supervisor.

Protective Vests and Radios for 8320 Counselor, Juvenile Hall (PERS) and 8562 Counselor, Juvenile Hall (SFERS) in the Juvenile Justice Center

217. The Department shall provide a protective ballistic vest and external radios to 8320 Counselor, Juvenile Hall and 8562 Counselor, Juvenile Hall in Juvenile Justice Center while transporting youth or adults.

Uniforms for 3600 Series and 1920 Series Employees at the Library Delivery Services, Mailroom and Stockroom.

218. Library employees in class series 3600 and 1920 working in Delivery Services, Mailroom, and Stockroom will be provided three (3) uniforms and one (1) pair of safety shoes upon hire and will be provided three (3) uniforms and one (1) pair of safety shoes annually each subsequent year. A uniform consists of one (1) work shirt and one (1) pair of pants. The Library or the Union may request to meet and discuss issues regarding uniforms.

S. UNIFORM ALLOWANCE FOR DEPARTMENT OF PUBLIC HEALTH EMPLOYEES

219. Employees who are required to wear and supply their own uniform or lab coat or smock in thecourse of their duties and who are employed on September 1 of any year covered by this Agreement, shall be paid an annual uniform allowance of two hundred sixty-five dollars ($265), or, in the case of lab coats or smocks, two hundred twenty dollars ($220) no later than December 1 of each year.

Lab Coats

220. Employees in classifications 1410 Chief Clerk, 2903 Hospital Eligibility Worker, 2908 Senior Hospital Eligibility Worker and 2909 Hospital Eligibility Worker Supervisor who are required to have patient contact will be provided with five (5) lab coats. Each employee will be given a maintenance allowance of one hundred fifty dollars ($150) per year. This shall include temporary and part-time workers.

221. Employees shall be furnished two (2) replacement lab coats in any twelve-month period. Lab Coats shall also be replaced by the department when a lab coat has been damaged in the course of the employee's duties for the City.

T. COMFORT STANDARDS

222. The City agrees to encourage departments and the Union to meet and confer on providing adequate lounge, locker and comfort facilities.

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

U. DEPARTMENT OF HUMAN SERVICES / DEPARTMENT OF DISABILITY AND AGING SERVICES

224. The City and the Union agree that high workload can adversely impact worker's ability to perform quality work. The Department of Human Services and the Union and the Department of Disability and Aging Services and the Union agree that caseload size in excess of agreed upon caseload standards shall be considered a mitigating factor in performance appraisals and in performance-based disciplinary actions. In all cases, in the absence of agreed upon caseload standards, the California Department of Social Services recommended standards shall prevail.

225. Within sixty (60) days of execution of this Agreement, the Department of Disability and Aging Services and the Union will meet, pursuant to Article VIII.A. of this Agreement, for the purpose of reaching agreement on caseload standards for the Adult Protective Services Division.

226. Within sixty (60) days of execution of this Agreement, the Department of Human Services and the Union will meet and confer for the purpose of reaching agreement on caseload standards for the following programs in the order listed, in accordance with Article VIII.A. of this Agreement: Family and Children's Services Division, Food Stamps, Medi-Cal, CAAP, CalWorks, and IHSS. The Union and the Department agree that availability of funding shall be taken into consideration in establishing agreed upon standards.

227. When the Union or the Department believes that there is a substantial change in workload, either party may request to meet in accordance with Article VIII.A. of this Agreement, for the purpose of reaching agreement on acceptable means of resolving workload issues.

228. If any changes occur in State and/or Federal regulations during the term of this Agreement that impact program complexity and workload burden, the Department and the Union shall meet, in accordance with Article VIII.A. of this Agreement, to review the changes for the purpose of reaching agreement on acceptable means of resolving workload issues.

229. The Department agrees to distribute workload among workers in each program on as equitable a basis as possible, and agrees to provide the Union with quarterly statistical information developed by the Department for monitoring workload distribution. The Department agrees to meet, upon request by the Union, to discuss issues related to workload. The criteria for equitable distribution of cases and/or tasks shall include, but not be limited to, such considerations as case complexity (including, but not limited to, unique client needs, acute crisis oriented nature of a case, multifaceted services), difficulty and issues related to bilingual caseloads. For purposes of this paragraph, workload shall be defined to include taskload.

V. PUC HOUSING

230. The parties agree, subject to the approval of the PUC to the following provisions:

231. Bargaining Unit members in classes 7470 and 7270 occupying PUC housing presently reserved for employees deemed essential by the PUC shall be subject to the following:

232. a. Rental rates at Hetch Hetchy shall remain at "$50 per room" (i.e., $50 per bedroom plus two rooms).

233. b. Effective July 1, 2000, Bay Area Housing rental rates shall be "$100 per room." Beginning on July 1, 2001, and annually for the duration of the contract, the rents shall be adjusted for changes to the cost of living as reflected in the S.F./Oakland CPI-U Annual Average.

234. c. For Hetch Hetchy housing, all utilities shall be billed at $60 per month. For Bay Area housing, payment of all utilities shall be the responsibility of the employee. Provided however, that electricity shall only be billed where meters are in place. Employees will not be billed for heating costs in facilities that are not insulated. Water shall only be billed where meters are in place and water is potable.

235. d. Payment of all taxes associated with occupancy are the responsibility of the employee.

236. e. All bargaining unit members renting PUC housing shall be subject to signed leases, in the form presently utilized by the PUC. Such leases are not subject to the grievance procedure, but are subject to any applicable law.

237. f. No bargaining unit member currently residing in PUC housing shall be displaced during the life of this collective bargaining agreement while employed in the 7470 or 7270 classification at that location. Vacancies shall be offered on the basis of departmental seniority and the required special needs of each location. All things being equal, seniority shall be the determining factor.

238. A joint labor-management committee shall be established, with two (2) representatives from the Union and two (2) from the PUC. The purpose of the Committee shall be to discuss and make recommendations regarding assignments and maintenance of PUC housing. No recommendation will be considered or made by the Committee that conflicts with the paragraph above.

W. DISASTER SERVICE WORKERS

239. All City employees are designated Disaster Service Workers, in accordance with California Government Code 3100-3109. The City agrees to meet and confer on the impact of any plan it adopts that assigns particular responsibilities to employees covered by this Agreement. To the extent required by local, state and federal law, the City will make reasonable accommodation for employees with disabilities.

240. During the term of the Agreement, the City shall adopt a disaster staffing plan outlining the DSW program, identifying examples of the duties and responsibilities that employees may have

during a disaster, employee safety, and training requirements. The City will meet with the Union over the disaster plan as required under Paragraph 239 above.

241. The City shall provide annual training to all employees regarding DSW duties and responsibilities during a disaster.

242. The City shall make best efforts to prevent probationary employees from being given DSW assignments. Service as a DSW shall not result in an extension of probation unless mutually agreed upon by the probationary employee and the department.

243. Within 72 hours of the declaration of emergency, the City shall establish a command center to oversee DSW interdepartmental assignments. The City shall notify the Union and employees of how to contact the City command center to address issues, complaints, and concerns regarding DSW assignments, including scheduling.

244. The City shall make best efforts to provide advance notice of changes to the schedule or location of DSW assignments.

245. Employees asked to provide bilingual services who are not already certified will be scheduled for an exam as quickly as possible. While the exam is pending, these employees shall receive bilingual pay upon certification by the employee, the employee's department and the employee's DSW department, that the employee is providing bilingual services necessary to the disaster response. Upon returning to their original duties, employees will no longer be eligible for such bilingual pay.

246. Competent and effective service as a DSW will be considered as a positive factor in promotional applications for positions with duties related to those the employee performed as a DSW.

247. The City will rotate DSW deployments among qualified employees to the extent possible. This paragraph is not subject to the grievance procedure in this Agreement.

X. TEAM NURSING

248. No later than September 1, 2010, the City agrees to meet with the Union to discuss the Team Nursing models at Laguna Honda Hospital and the Behavioral Health Center, including but not limited to the use of per diem Registered Nurses (P-103s) to do bargaining unit work.

Y. REORGANIZATION

249. 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.

250. As required by MMBA and/or this Agreement, the City and Union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.

251. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

Z. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

252. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

253. For the period July 1, 2010 through June 30, 2012 only, the City agrees that no "Prop F" (retired) employees will be utilized in any SEIU citywide classification in which there are holdovers.

AA. DIVERSITY, FAIRNESS AND INCLUSION

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

255. a. All supervisors covered by this Agreement shall be provided the City's online implicit bias training prior to June 30, 2022.

256. 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.

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

258. 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.

259. 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.

BB. CATEGORY 18 COMMITTEE

260. The City and Union shall form a Category 18 Committee of four (4) members appointed by the Union and four (4) members appointed by the City, which shall convene monthly upon request of the Union to monitor and discuss appointments of employees represented by the Union under Charter Section 10.104-18 (Category 18 employees) and attempt to reach mutual agreements on recommendations. This provision shall expire on June 30, 2022.

CC. TELECOMMUTING

261. 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. 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. Upon the request of the Union, the Labor Management Committee will agendize twice per fiscal year any disputes relating to changes to telecommuting arrangements or denials of telecommuting requests. At the meetings on which the issue is on the agenda, the City's Human Resources Director will be in attendance. Neither the Telecommuting Program nor this Section are subject to the grievance and arbitration procedure of this Agreement.

ARTICLE III – PAY, HOURS AND BENEFITS

A. WAGES

262. Represented employees will receive the following base wage increases:

Effective July 1, 2024, represented employees shall receive a 1.5% wage increase.

Effective January 4, 2025, represented employees shall receive a 1.5% wage increase.

Effective June 30, 2025, at close of business, represented employees shall receive a 1% wage increase.

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

Effective January 3, 2026, represented employees shall receive a 1.5% wage increase.

Effective June 30, 2026, at close of business, represented employees shall receive a 2% wage increase.

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

Effective June 30, 2027, at close of business, represented employees shall receive a 2.5% wage increase.

Effective July 1, 2024, represented employees shall earn no less than $25.00 an hour.

Because of the wage structure of this proposal, no wage deferrals/offramps will be utilized.

263. All base wage calculations shall be rounded to the nearest whole dollar, bi-weekly salary.

B. WORK SCHEDULES

Normal Work Schedules

1. Normal Work Day

264. A normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

265. If an alternative work day of either ten (10) or twelve (12) hours is, or has been, established by mutual agreement, the shift shall be considered normal for the affected employees.

2. Normal Work Week

266. A normal work week is a tour of duty comprised of fixed consecutive scheduled days of work and fixed consecutive days off within a period of seven (7) days.

267. Alternative work weeks can be established by mutual agreement. Employees shall have two consecutive days off except by mutual agreement of the parties.

3. Exceptions

268. a. The 20-20 education programs

269. b. Specially funded training programs to be determined by the parties;

270. c. 6-Day work week for educational and training courses.
Represented employees may, on a voluntary basis, with approval of the appointing officer, consistent with scheduling requirements, work a forty-hour week in six (6) days when required in the interest of furthering the education and training of the employee;

271. d. Inability to work due to inclement weather or unusual circumstances.
Employees shall receive no compensation when properly notified (two (2) hour notice) that the 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.

272. Employees who begin their shift 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.

273. e. City-Wide Voluntary Reduced Work Week
Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced week for a specific period of time. Such reduced work week shall not be less than twenty (20) hours per week nor for less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay and any other benefits shall be reduced (computed proportionately) in accordance with such reduced work week.

274. f. City-Wide Voluntary Time Off Program
Employees in any classification, with the approval of the appointing officer, may voluntarily elect to work a reduced work week, or take unpaid hours of days off, for a specific period of time with no negative impact on other terms and conditions of employment.

275. Requests for voluntary time off may only be denied for operational reasons. When there are conflicting voluntary unpaid time off requests for the same day(s) or time period, and more than one employee cannot be granted time off due to operational needs, the request of the more senior employee shall prevail.

276. Employees who have requested time off and who have obtained approval of such requests shall not have their time off altered or eliminated without their consent.

277. Employees who voluntarily take unpaid time off shall continue to accrue vacation, retirement and sick leave credits at the same rate as if they were in a paid status for the period of their unpaid time off up to a maximum of twenty (20) days per year.

278. Seniority, holiday pay, retirement and other benefits of employment shall not be negatively impacted due to an employee's participation in the voluntary time off program.

279. Disputes over the application of this section regarding the approval for certain days or hours off shall be submitted to a standing panel of three (3) people (one appointed by the Union, one by the City, and one by mutual agreement) for resolution in a timely manner.

280. g. There shall be no mandatory unpaid administrative leave (furlough) of any duration for represented employees.

281. h. Alternatives to Normal Work Schedules or Flextime
Upon request of the Union to any City department the department head shall meet and confer with the Union on proposals offered by the union or the department relating to alternative scheduling of working hours for all or part of a department.

282. Notwithstanding any changes agreed to under this section, the work year shall continue to be two thousand eighty (2080) hours (2088 in leap years) and that overtime shall be earned on a daily and/or weekly basis, provided, however, the Union and the affected department may mutually agree on cost equivalent alternative scheduling practices.

Part-time Work Schedules

283. A part-time work schedule is a tour of duty less than forty (40) hours per week.

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

Work Schedule Changes

285. The City can change work schedules with two (2) weeks advance notice unless operational exigencies require otherwise. However, a schedule of an individual employee shall not be temporarily changed to avoid paying an individual employee overtime.

286. It is agreed that pursuant to the exercise of management rights, normal work schedules may be changed without mutual agreement, subject to compliance with other provisions of this Agreement. However, it is agreed that the effects of consequences of such changes are subject to the meet and confer obligation to the extent required by state law.

287. The parties mutually reaffirm the language of this section that alternative work weeks beyond those described in this Agreement may be instituted only after mutual agreement of both of the parties.

Lunch and Break Periods

288. At the request of the Union or the City, City departments will meet and confer regarding the scheduling of break and lunch periods for unit members. Existing departmental practices with respect to break and lunch periods shall continue unless modified after the conclusion of the meet and confer process.

Rotating Days Off

289. Upon request by the Union for rotating days off in a department, management will meet and confer with the Union over the definition and scheduling of rotating days off. In the event an agreement is reached, elections shall then be conducted within the department to determine the manner in which days off are to be scheduled (fixed or rotating).

Shift Bidding

290. Shift bidding for all represented classes shall continue by current practice. Upon the written request of the Union, a Department shall negotiate with the Union to establish or to revise a shift bidding procedure. The determination of the shift bidding procedure shall be by mutual agreement. All shift bid postings shall include the following information: the nature of the assignment, shift (days/nights), days off, work location, and duration of the bid. The shift bidding procedure shall incorporate the principles of seniority. This provision shall not be applied in an arbitrary or capricious manner.

Regular Start Time in the Department of Public Health

291. All employees in the Department of Public Health shall have one regular start time for every day of employment in the same week (Saturday to Friday), including but not limited to "variable shift" employees. If an employee has voluntarily requested an alternate work schedule that does not meet this requirement, and the City has granted that request, the voluntary alternate work schedule shall not be subject to the requirements of this section.

C. REASSIGNMENT

292. When a department seeks to fill a permanent vacancy or temporary vacancy lasting one (1) year or more, the department shall utilize the following procedure:

293. Such vacancies shall be posted, including electronically where practicable. Posting of vacancies shall include shifts, hours, position, assignments, days off and work location and shall be posted for at least one week in the department's personnel office(s), on official bulletin boards and at other mutually agreed upon locations.

294. Reassignment: the department will reassign one of the three most senior qualified applicants from within the class and department who have applied within the one week posting period, taking into consideration applicable ADA requirements.

295. If fewer than three qualified employees express interest in the reassignment, the position shall be filled by either choosing the least senior qualified employee in the class and department or some other means authorized by CSC rules.

296. The reassignment shall be based on objective criteria and shall not be arbitrary or capricious.

297. Selection criteria: in filling a vacancy, the department may consider the candidate's knowledge, skills and abilities when determining whether or not the candidate is acceptable for the position. If no candidate is accepted for the position, the department may use other means authorized by CSC rules to fill the position.

298. The name of the candidate selected shall be posted for a one week period.

299. Grievances arising from this section may be initiated at the second step of the grievance procedure. Unresolved grievances shall be submitted to Expedited Arbitration.

300. Absent mutual agreement, an employee may not be voluntarily reassigned pursuant to this provision more than twice in a two (2) year period.

D. ADDITIONAL COMPENSATION & PREMIUM PAY

Night Duty

301. Employees shall be paid eight percent (8%) more than the base rate for each hour worked between 5:00 pm and 7:00 am if the employee works at least one (1) hour of the employee's shift between 5:00 pm and 7:00 am, except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 pm and 7:00 am.

302. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

Shift Differential for Swing and Night Duty- Radiology and Pharmacy

303. For classes:

2450 Pharmacist
2454 Clinical Pharmacist
2471 Radiologic Technologist I, II, III
2472 Radiologic Technologist Lead
2473 Diagnostic Medical Sonographer I, II, III
2474 Diagnostic Medical Sonographer Lead

304. Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a swing shift and employees working on such shift shall be paid at ten percent (10%) above the regular day shift. A subsequent shift shall be known as a night shift and shall be paid at fifteen percent (15%) above the regular day rate (twenty percent (20%) for 2450 Pharmacist and 2454 Clinical Pharmacist).

Night Duty - Public Health

305. The following Classes with working shifts designated by the Department of Public Health to be evening and night shifts shall be paid eight percent (8%) above the regular day shift as set forth herein, excepting those employees participating in an authorized flextime program and who voluntarily work during hours otherwise designated as an evening or night shift:

1404 Clerk
1406 Senior Clerk
1424 Clerk Typist
1426 Senior Clerk Typist
1428 Unit Clerk
1429 Nurses Staffing Assistant
1431 Senior Unit Clerk
2302 Nursing Assistant
2303 Patient Care Assistant
2305 Psychiatric Technician
2306 Senior Psychiatric Orderly
2310 Surgical Procedures Technician
2312 Licensed Vocational Nurse
2314 Public Health Team Leader
2390 Central Processing & Distribution Technician
2392 Senior Central Processing & Distribution Technician
2402 Laboratory Helper
2406 Pharmacy Helper
2408 Senior Pharmacy Helper
2409 Pharmacy Technician
2416 Bacteriological Laboratory Assistant
2420 Histology Technician
2424 X-Ray Laboratory Aide
2430 Medical Evaluations Assistant
2440 Veterinary Laboratory Technologist
2514 Orthopedic Technician I
2515 Orthopedic Technician II
2520 Morgue Attendant
2522 Senior Morgue Attendant
2536 Respiratory Care Practitioner
2537 Respiratory Care Practitioner II
2574 Clinical Psychologist
2583 Home Health Aide
2585 Health Worker I
2586 Health Worker II
2587 Health Worker III
2588 Health Worker IV
2604 Food Service Worker
2606 Senior Food Service Worker
2618 Food Service Supervisor
2619 Senior Food Service Supervisor
2622 Dietetic Technician

2650 Assistant Cook
2652 Baker
2654 Cook
2656 Chef
2736 Porter
2738 Porter Assistant Supervisor
2740 Porter Supervisor I
2760 Laundry Worker
2770 Senior Laundry Worker
2780 Laundry Worker Supervisor
2903 Eligibility Worker
2908 Hospital Eligibility Worker
2909 Hospital Eligibility Worker Supervisor
2912 Senior Social Worker
2920 Medical Social Worker
2930 Psych Social Worker
2931 Marriage, Family & Child Counselor
7303 Barber
7324 Beautician

306. During the term of this Agreement, the parties may mutually agree to add additional classifications to this list.

307. Employee shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

Charge Nurse Premium

308. 2312 LVNs and 2305 LPTs at both Laguna Honda Hospital and the Behavioral Health Center who are assigned in writing the duties of a charge nurse shall receive a five percent (5%) premium for that assigned shift.

Charge Pharmacist Premium

309. The parties agree to the establishment of a "Charge Pharmacist Premium" of five percent (5%) for Class 2450 Pharmacists assigned in writing to perform the duties of a Charge Pharmacist for an assigned shift. The parties agree to meet and discuss, prior to the implementation of this premium, the specific duties and responsibilities of this assignment.

Preceptor Pay for Licensed Vocational Nurses in Jail Health Services

310. Class 2312 Licensed Vocational Nurses (LVNs) working in Jail Health Services who are assigned in writing to perform preceptor duties will be paid two dollars ($2.00) per hour above their base wage for the duration of the assignment.

311. The Department and the Union agree to meet and discuss, no later than December 31, 2014, formalizing a program and process for preceptorships for newly employed LVN and LPT staff. Preceptorships are defined as an organized instructional program in which designated members of the existing LVN/LPT staff facilitate the integration of newly employed or reassigned clinical nurses to their role and responsibilities in the assigned work setting.

Extended Tour of Duty

312. An extended tour of duty shall be a tour of duty of eight (8) hours' work completed within eleven (11) consecutive hours but extended over more than nine (9) hours. There shall be only one split in any tour of duty. Employees on an extended tour of duty shall be paid for time actually worked and shall be paid fifty percent (50%) above their base rate after the ninth (9th) hour. These provisions shall not apply to executive, administrative or professional employees.

313. Exception - employees of Camp Mather who during the summer season work a tour of duty of eight (8) hours completed within thirteen (13) consecutive hours shall be paid five dollars ($5.00) per day above the compensation to which they are otherwise entitled.

Bilingual Pay

314. 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. 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.

315. 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

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

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

318. 2. 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.

319. 3. 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.

320. 4. 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.

321. 5. 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 (1) full step over the compensation schedule, exclusive of extra pay,

of the employee supervised. 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 under this section are also met.

322. 6. 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

323. Employees who, as part of the duties of their positions are required by the appointing officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five percent (25%) of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten percent (10%) of their regular straight time rate of pay for the period of such standby service when outfitted by their Department with an electronic paging device or an alternate communication device that functions in that area, and the employee voluntarily accepts said standby service. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

324. No employee shall be compensated for standby service unless the appointing officer assigns said employee to such standby service.

DPH-SFGH Standby Pay, Trauma Response Members

325. Trauma Response Members (classes 2471, 2472, 2473, 2474 and 2310) who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate Trauma Service, shall be paid fifty percent (50%) of their regular straight time rate of pay for the period of such standby service, except on recognized holidays when they shall be paid seventy-five percent (75%) of their regular straight time rate of pay.

326. When such employees are required to return to the worksite during the period of standby service, they shall be paid at the appropriate rate for hours worked.

Callback/Holdover Pay

1. Call-Back/Call-in/Holdover Provision

327. Employees called back or called in to their work locations, except those at remote locations where City-Supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's workday shall not be adjusted to avoid the payment of this minimum.

328. Full-time employees who are held over to work after having worked their regularly scheduled shift shall be paid one and one-half (1-1/2) times their regular rate of pay for all time from the end of their regularly scheduled shift until they are relieved.

2. Rest Period (Callback and Holdover)

329. Every full-time employee required by the City to work overtime shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when said employee is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when said employee is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1-1/2) or in compensatory time at the rate of time and one-half (1-1/2).

330. This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative. Employees on callback or holdover resume their regular work schedule on the day after callback or holdover. If the employee's regular schedule calls for the employee to come in within eight (8) hours after callback or holdover, the employee has the option to not work or work at time and one- half (1-1/2) until the employee has twelve (12) consecutive hours' rest time.

331. Employees mandatorily held over for an overtime assignment and employees called back shall be eligible for the rest period as provided above.

Referral Unit

332. Employees in general clerical and personnel clerical classes assigned to the Referral Unit of the Department of Human Resources (except the Unit Supervisor) shall receive fifty cents ($.50) per hour in addition to the regularly established salary rates.

Public Safety Communications Premium

333. Employees in the classification 8238 Public Safety Communications Dispatcher who are required to train and evaluate performance of probationary 8238 employees on-the-job, shall be paid a premium of six percent (6%) of the employee's base rate per hour for those hours, or portions thereof, when such duties are assigned. Said training and evaluation shall be performed in accordance with the standards established by the San Francisco Emergency Communications Department. In the event that 8238 employees meet and maintain the criteria for the Communications Training Officers (CTO's), established by the Emergency Communications Department (ECD), they shall be paid a premium of eight percent (8%) per hour for those hours, or portions thereof, when such duties are assigned.

Lead Person Premium

334. Employees shall be entitled to a fifteen dollars ($15.00) per day premium when designated by their supervisor and authorized in writing by the Appointing Officer or designee as a lead person when required to take the lead on any job when at least three employees are working together and one acts as the lead person.

Underwater Diving Pay

335. Employees shall be paid ten dollars ($10.00) per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving.

Security Guard

336. When a Security Guard (8202) is assigned to the museums and performs the duties of a Museum Guard (8226), said employee shall receive the rate of pay of a Museum Guard (at a comparable step) for the period of time so assigned and performing appropriate duties for an entire shift.

Out Of Class Work

Acting Assignment Pay

337. An employee assigned in writing by the Department Head or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall be entitled to out of class pay after the tenth (10th) work day (within a sixty (60) working-day period) of such an assignment, retroactive to the first (1st) day of the assignment.

338. Employees who believe they have been assigned to do the work of a higher classification, whether in writing or not, and do not receive such pay must file an out of class pay claim with the Department Head within forty-five (45) working days of such alleged assignment.

339. The Department Head or designee shall review the claim and shall either approve and submit the claim for payment, or deny the claim. In cases of denial, the Department Head or designee shall state the reason for denials. Denials may be based on either of the following:

340. 1. The Department Head disagrees that the assignment is out of class or;

341. 2. The Department Head considers the assignment improper, in which case the assignment shall be terminated, but the employee's pay claim will be honored.

342. Denials based on (1) above are appealable through the grievance procedure of this Agreement.

343. Upon written approval by the Department Head or designee, an employee shall be authorized to receive an increase of one salary step above the employee's base salary (except for employees who are at the top step, who shall receive at least five percent (5%) more than their base rate) but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Such pay shall be retroactive to the first day of such assignment. Premiums based on percent of salary shall be paid at a rate which includes the out of class pay. Such acting assignment shall not last longer than six (6) months without the approval of DHR and notice to the Union. Upon DHR approval, such acting assignment may be extended another six (6) months, or for such longer period as may be necessary to accommodate exigent circumstances such as approved leave of the permanent incumbent.

344. Upon request, DHR shall provide the Union with a list of bargaining unit members currently in acting assignments.

345. Employees shall not normally be required to perform the duties of a higher classification.

346. Work assignments of employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible.

347. Requests for classification or reclassification review shall not be governed by this provision but shall be submitted to the Civil Service Commission whose determination is final and not subject to the grievance procedure.

Volunteers, SWAP, CAL WORKS, CAAP Workfare, or others not covered by this agreement

348. Employees who supervise or direct the work of volunteers, or CAL WORKS, CAAP Workfare, SWAP workers or other similar programs shall be paid a differential of five percent (5%) above their base hourly rate. (See Article II. Subcontracting of Work, paragraph numbers 125 to 126).

Medi-Cal Screen/Process Premium

349. Employees in class 2903 Eligibility Worker who are assigned to screen and process Medi-Cal applications at the Department of Public Health shall receive the rate of pay assigned to Class 2908 Hospital Eligibility Worker. Such assignment shall be certified by the Appointing Officer or designee of the Department of Public Health.

Premium Pay for 2940/2944 Court Liaisons

350. The 2940/2944 positions assigned to Court Liaisons Unit shall receive a premium of two and one half percent (2.5%) of their base salary.

Premium Pay for Emergency Response Protective Service Workers

351. The City agrees that because of the complexity of emergency response assignments in the Family & Children's Services Division of the Department of Human Services, Class 2940 Protective Services Workers and Class 2944 Protective Services Worker Supervisors assigned to emergency response positions shall be paid a premium of 5% above their base pay.

Adult Protective Service Unit Premium

352. Adult Protective Service unit employees occupying 2918 Human Services Agency Social Worker and 2914 Social Worker Supervisor positions shall receive a ten percent (10%) premium above their base salary.

Airport Field Officer Training Premium

353. Airport employee(s) in the 9209 Community Police Service Aide, 9212 Aviation Security Analyst, 9213 Airfield Safety Officer, 9202 Airport Communications Dispatcher, 8217 Community Police Services Aide Supervisor, and 1706 Telephone Operator classifications who are assigned by the Appointing Officer or designee to train employees in their respective classifications shall receive a premium of two ($2.00) dollars per hour above their base wage, for each hour they are assigned as a Field Training Officer.

354. Assignment shall be by seniority among qualified employees. The department shall determine the qualifications of the assignment. The determination of qualifications shall not be arbitrary. The assigned training and evaluations shall be performed in accordance with the standards established by the department.

355. Employees in the 9212 Aviation Security Analyst and 9213 Airfield Safety Officer classification holding a position in the training section pursuant to the current practice of the department shall also receive this premium for each hour they are designing and developing training materials and training employees in the Airfield Safety series of classes, which shall include interns and trainees, and other City employees.

356. Included in the pay issued on August 20, 2019, active employees in classification 9213 Airfield Safety Officer shall receive a one-time lump sum payment calculated by applying the Airport Field Training Officer premium to qualifying hours (meeting the requirements for that premium) worked during fiscal year 2018-2019 after the effective date of their appointment to classification 9213.

Airport Traffic Division Premium

357. Employees in classification 9209 Community Police Services Aide and 8217 Community Police Services Aide Supervisor who are assigned to the Airport Traffic Division and who have completed required training will receive a two percent (2%) premium above their base hourly wage for such duty. Required training is provided by the Airport and includes First Aid, CPR, AED, Anti-Terrorism Training, and other training reasonably related to the employee's job duties.

District Station Premium

358. Employees in classification 9209 (Community Police Services Aide) who are assigned to a district station will receive a five percent (5%) premium for the duration of the employee's assignment to a district station.

Radiologic Technologists and Diagnostic Medical Sonographers

2471 Radiologic Technologist I/II/III

359. Class 2471 Radiologic Technologist I/II/III has three levels.

- Level I – Requires no modality certifications
- Level II – Requires certification in one or more modalities
- Level III – Requires certification in two or more modalities

360. A modality is a unique imaging technique for diagnosis.

New Appointments

361. Employees shall be assigned to a Level based upon the operational needs of the department and employee certification in the requisite modalities.

362. Employees shall be appointed to a Step in the assigned Level based on the requisite years of radiologic technologist experience as set forth below. Each Level shall include the following salary Steps: Level I – Steps 1-7; Level II – Steps 3-8; and Level III – Steps 6-9.

Years of Experience	Step I	Step II	Step III
0	1	-	-
1	2	3	-
2	3	4	-
3	4	5	6
4	5	6	7
5	6	7	8
6+	7	8	9

Change in Assignment

363. Subject to the approval of the Appointing Officer and the operational needs of the department, a Level I employee who possesses the requisite Level II qualifications and who is assigned the Level II duties shall be assigned to Level II and appointed at the Step corresponding to the requisite years of experience.

364. Subject to the approval of the Appointing Officer and the operational needs of the department, a Level II employee who possesses the requisite Level III qualifications and who is assigned the Level III duties shall be assigned to Level III and appointed at the Step corresponding to the requisite years of experience.

2472 Radiologic Technologist Lead

365. Employees shall be appointed to a Step based on the requisite years of radiologic technologist experience as set forth below.

Step	Years of Experience
1	4
2	5
3	6
4	7
5	8
6	9
7	10+

2473 Diagnostic Medical Sonographer I/II/III

366. Class 2473 Diagnostic Medical Sonographer I/II/III has three Levels.

v. Level I – Requires certification in one or more modalities
vi. Level II – Requires certification in two or more modalities
vii. Level III – Requires certification in three or more modalities

367. A modality is a unique imaging technique for diagnosis.

New Appointments

368. Employees shall be assigned to a Level based upon the operational needs of the department and employee certification in the requisite modalities.

369. Employees shall be appointed to a Step in the assigned Level based on the requisite years of sonography experience as set forth below. Each Level shall include the following salary Steps: Level I – Steps 1-7; Level II – Steps 3-8; and Level III – Steps 6-9.

	Step		
Years of Experience	I	II	III
0	1	-	-
1	2	3	-
2	3	4	-
3	4	5	6
4	5	6	7
5	6	7	8
6+	7	8	9

Change in Assignment

370. Subject to the approval of the Appointing Officer and the operational needs of the department, a Level I employee who possesses the requisite Level II qualifications and who is assigned the Level II duties shall be assigned to Level II and appointed at the Step corresponding to the requisite years of experience.

371. Subject to the approval of the Appointing Officer and the operational needs of the department, a Level II employee who possesses the requisite Level III qualifications and who is assigned the Level III duties shall be assigned to Level III and appointed at the Step corresponding to the requisite years of experience.

2474 Diagnostic Medical Sonographer Lead

372. Employees shall be appointed to a Step based on the requisite years of sonography experience as set forth below.

Step	Years of Experience
1	4
2	5
3	6
4	7
5	8
6	9

7	10+

4215 Assessor-Recorder Senior Office Specialist

373. Employees in classification 4215 Assessor-Recorder Senior Office Specialist who possess a valid County Recorders' Association of California (CRAC) Recordable Document Examiner certificate and have completed 12 months of service at Step 5 in this classification, shall be eligible to receive Step 6, if assigned to the Recorder's unit.

374. Effective July 1, 2022, employees in classification 4215 Assessor-Recorder Senior Office Specialist who have completed 12 months of service at Step 5 in the 4215 classification, shall be eligible to receive Step 6.

Longevity Premium

375. Notwithstanding the provisions of sub-sections 1, 2 or 3 of Article III.G. SALARY STEP PLAN, after completion of ten (10) years of service for the City and thereafter in any classification an employee shall be granted an additional fifty cents ($0.50) per hour longevity increment.

376. An employee who voluntarily moves to another classification shall not be eligible for longevity pay until the employee has served ten (10) continuous years in the classification. Notwithstanding the preceding sentence, an employee who currently receives longevity pay shall continue to receive longevity pay, unless the employee voluntarily moves to another classification. Employees shall not lose longevity pay as a result of reverting to an underlying permanent Civil Service appointment due to layoff.

POST and/or Educational Premium Pay (Medical Examiner Investigator series)

377. Employees in classifications 2577 Medical Examiner's Investigator I, 2578 Medical Examiner's Investigator II, and 2579 Medical Examiner's Investigator III who possess and maintain a valid Intermediate POST Certificate shall receive a premium equal to four percent (4%) of their base rate of pay.

378. Employees in classifications 2577 Medical Examiner's Investigator I, 2578 Medical Examiner's Investigator II, and 2579 Medical Examiner's Investigator III who possess and maintain a valid Advanced POST Certificate shall receive a premium equal to six percent (6%) of their base rate of pay. Any employee who receives the 6% premium shall not receive the 4% premium described in paragraph 377.

8238 Public Safety Communications Dispatcher and 8239 Senior Police Communications Dispatcher

379. Effective July 1, 2023, the City shall add an additional 5% salary step (Step 6) to classifications 8238 Public Safety Communications Dispatcher and 8239 Public Safety Communications Supervisor. Incumbents in classes 8238 and 8239 who have been at Step 5 for one (1) year or more of service as of July 1, 2023, shall advance to step 6 on their anniversary date. All other employees in classes 8238 and 8239 shall advance to the next step pursuant to Article III.I. Seniority Increments.

2450 Pharmacist and 2454 Clinical Pharmacist

380. All employees shall advance to Step 6 upon completion of twenty-four (24) months of service at Step 5.

381. Retention Bonus: Full-time non-exempt employees hired on or after July 1, 2014 shall receive a $5,000 retention bonus upon completion of thirty-six (36) months of service. Such employees shall receive an additional $5,000 retention bonus upon completion of sixty (60) months of service. Part-time employees shall be entitled to the retention bonus on a pro-rata basis.

382. The Retention Bonus shall not be considered compensation for the purpose of computing retirement benefits.

9202, 9203 and 9204 (Airport Communications Series)

383. Effective July 1, 2006, base wages for classifications 9202, 9203 and 9204 (Airport Communications series) shall be increased by eleven percent (11%).

384. A. New Hire Bonus: Full-time, non-exempt employees hired on or after July 1, 2007 shall be eligible to receive a $1,000 new hire bonus upon completion of training. No individual employee may receive more than one such payment.

385. The New Hire Bonus shall not be considered compensation for the purpose of computing retirement benefits.

386. B. Referral Bonus: Effective July 1, 2007, employees in class 9202, 9203 and 9204 who refer a new applicant to the department in classification 9202 or 9203 shall be eligible to receive a referral bonus of $1,000 upon that candidate's successful completion of training. To qualify, the referring employee must verify that the employee has made at least three contacts with the applicant prior to the start date of the training. For purposes of this provision, a "new applicant" is an individual who has not previously applied for a position in any of the following classifications: 9202, 9203 and 9204.

387. The Referral Bonus shall not be considered compensation for the purpose of computing retirement benefits.

Human Services Agency Classifications 2905 Senior Eligibility Worker, 2912 Senior Social Worker, and 9703 Employment & Training Specialist 2

388. Employees hired into classes 2905, 2912, and 9703 shall advance through the salary range in accordance with Article III.I (Seniority Increments) of this agreement, except that all employees shall advance to Step 5 upon completion of six (6) months of service at Step 4 in the respective new salary ranges.

Relief for Individual Employees

389. The parties' 2010-2012 Agreement created the "Layoff Impact Premiums" for certain employees in the following classes who were impacted by layoffs or reductions in hours during FY 2008-2009 and FY 2009-2010:

1424 Clerk Typists

1428 Unit Clerks
2302 Nursing Assistants (May and November 2009 layoffs)
1444 Secretary I
1446 Secretary II
1426 Senior Clerk Typists
8202 Security Guard
8226 Museum Guard

390. Effective the close of business on June 30, 2012, individual employees who are (a) in classes 1424, 1426, 1428, 1444, 1446 and 2303 and (b) who are listed in Attachment B of this Agreement will receive base wages consistent with their pre-layoff classification.

391. Effective the close of business on June 30, 2012, in lieu of the Layoff Impact Premiums described in paragraph 389, the City will make available full-time status to individual employees who are (a) in classes 8202 and 8226 and (b) who are listed in Attachment C of this Agreement; and thereafter, said employees shall be ineligible to receive the Layoff Impact Premiums. Those employees who accept full-time employment will be scheduled consistent with the full-time status.

392. Any past or future credit to which the City may be entitled to claim under the Settlement Agreement of September 2011 for picking up the bargaining unit "Layoff Impact Premium" effective July 1, 2012, is fully extinguished by the terms of this Agreement.

393. Effective July 1, 2014, the City shall begin paying the Layoff Impact Premium to Certified Nursing Assistants (2302) listed in Attachment B who were laid off on February 21, 2009 and subsequently rehired into the Patient Care Assistant classification (2303).

394. Effective July 1, 2014, Patient Care Assistants (2303s) who were hired at Mental Health Rehabilitation Facility ("MHRF")/Behavioral Health Center ("BHC") on or before July 1, 2008 will begin being paid a five percent (5%) differential for all hours worked in a skilled nursing facility, rehabilitation facility, acute care facility, trauma center, clinic or any City facility other than the BHC.

<u>3278 Recreation Facility Assistant</u>

395. Effective on or after October 10, 2015, the City will establish classification 3278 Recreation Facility Assistant with the following five salary steps and hourly rates:

- Step 1: $15.0000
- Step 2: $15.5000
- Step 3: $16.0000
- Step 4: $16.8000
- Step 5: $17.6375

396. Incumbents in classification 3279 Recreation Leader (as of the date classification 3278 is established) who receive appointments in classification 3278 shall be appointed as follows:

- Employees appointed TEX shall be appointed at Step 3.
- Employees appointed PCS shall be appointed at Step 4.

397. All other appointees to classification 3278, including incumbents in classification 3279 who were appointed to class 3279 after the date the City establishes class 3278 who are appointed to class 3278 shall be appointed at Step 1, unless the Appointing Officer uses the appointment above entrance provision of this Agreement. Employees who are appointed PCS to class 3278 prior to July 1, 2016, shall advance to Step 2 on July 1, 2016 and advance through all subsequent salary steps at one year periods. Employees appointed PCS to class 3278 on or after July 1, 2016, shall advance to the next step upon one year of service. Step advancement for TEX employees is subject to the other provisions of this Agreement.

398. Effective July 1, 2016, and in lieu of the general wage increase scheduled for that date under section III.A. of this Agreement, the City shall adjust the salary steps and hourly rates for class 3278 Recreation Facility as follows:

- Step 1: $15.0000
- Step 2: $15.7500
- Step 3: $16.5375
- Step 4: $17.3625
- Step 5: $18.2375

<u>2303 Patient Care Assistant</u>

399. Effective July 1, 2020, all 2303 Patient Care Assistants shall have access to Steps 6 through 10 of the salary scale.

Step	2303 Steps	2303 Hourly
2302 – Step 5	10	37.9500
2302 – Step 4	9	36.1500
2302 – Step 3	8	34.4250
2302 – Step 2	7	32.7750
2302 – Step 1	6	31.2250
2303 – Step 5	5	30.1500
2303 – Step 4	4	28.7250
2303 – Step 3	3	27.3625
2303 – Step 2	2	26.0625
2303 – Step 1	1	24.8125

400. Current incumbents in class 2303 who have been at Step 5 for two (2) years or more of service as of July 1, 2019 will advance to Step 7 on July 1, 2019. Current incumbents in class 2303 who have been at Step 5 for one (1) year or more of service as of July 1, 2019 will advance to Step 6 on July 1, 2019. Employees at Step 5 with less than one (1) year of service at Step 5 as of July 1, 2019 shall advance to Step 6 on their anniversary date. All other employees will advance to the next step pursuant to Article III. I. Seniority Increments.

401. Employees currently receiving the Layoff Impact Premium shall remain at Step 10.

5322 Graphic Artist

402. Effective July 1, 2019, the City will add an additional 5% salary step to classification 5322 Graphic Artist for the Forensic Specialty. Employees in classification 5322 Graphic Artist in the Forensic Specialty shall advance to Step 6 after one (1) year of service at step 5.

8201 School Crossing Guard

403. Effective July 1, 2019, employees in Classification 8201 School Crossing Guard shall receive a two dollar ($2.00) per hour increase to the base rate of pay.

8208 Park Ranger and 8210 Head Park Ranger

404. Effective July 1, 2020, employees in Classifications 8208 Park Ranger and 8210 Head Park Ranger shall receive a five percent (5%) increase to the base rate of pay.

8208 Park Ranger Field Officer Training Premium

405. Employees in Classification 8208 Park Ranger who are assigned by the Appointing Officer or designee to train employees in the same classification shall receive a premium of two dollars ($2.00) per hour above their base wage, for each hour they are assigned as a Field Training Officer.

8211 Supervising Building and Grounds Patrol Officer

406. Effective July 1, 2019, employees in Classification 8211 Supervising Building and Grounds Patrol Officer shall receive a three percent (3%) increase to the base rate of pay.

Pressure Washing Premium

407. Employees who are required to be medically certified by the Department of Public Health in the use of protective equipment in conjunction with the performance of pressure washing duties shall receive a five percent (5%) premium when assigned and engaged in pressure washing.

2622, 2624 and 2626 Dieticians

408. Effective July 1, 2022, the following classifications shall receive the following one-time wage adjustments:

2622 Dietician Technician	10.57%
2624 Dietician	10.57%
2626 Chief Dietician	5.77%

a. These wage adjustments shall be applied prior to the application of any other wage increases effective on July 1, 2022.

2430 Medical Evaluation Assistants

409. Effective July 1, 2022, 2430 Medical Evaluation Assistants shall have the same 10 step salary range as 2303 Patient Care Assistants.

a. Effective July 1, 2022, incumbents appointed to class 2430 on or before June 30, 2022, shall be placed in the new steps as follows:

Old Step	New Step
1	4
2	5
3	6
4	7
5	8
5*	9

* Employees earning acting assignment pay as a 2303 Patient Care Assistant

b. These employees shall maintain their underlying salary anniversary date.

c. Employees appointed to class 2430 on or after July 1, 2022, shall be appointed to a step in the new salary range pursuant to Article III.G. of the MOU.

410. 2430 Medical Evaluation Assistants that are assigned to work in the Emergency Department shall receive a 5.00% premium.

2524 Sr. Morgue Attendant

411. Employees in class 2524 Sr. Morgue Attendant as of July 1, 2022, who were employed as a 2522 Sr. Morgue Attendant during any part of fiscal year 2021-2022, shall receive a one-time, $10,000, non-pensionable lump sum payment to be included in their pay issued on August 16, 2022.

7243 Parking Meter Repair Supervisor I

412. Effective July 1, 2022, class 7243 Parking Meter Repair Supervisor shall receive a one-time wage adjustment of 13.75%.

a. This wage adjustments shall be applied prior to the application of any other wage increase effective on July 1, 2022.

3378 Animal Control Assistant Supervisor

413. Effective July 1, 2022, class 3378 Animal Control Assistant Supervisor shall receive a one-time wage adjustment of 11.50%.

1762 Senior Print/Mail Machine Operator

414. Effective July 1, 2022, class 1762 Senior Print/Mail Machine Operator shall receive a one-time wage adjustment of 5.25%.

3450 Agricultural Inspector and 6220 Weights and Measures Inspector

415. Effective July 1, 2024, class 3450 Agricultural Inspector and 6220 Weights and Measures Inspector shall receive a one-time wage adjustment of 18.50%.

1429 Nurse Staffing Assistant

416. Effective July 1, 2024, class 1429 Nurse Staffing Assistant shall receive a one-time wage adjustment of 3.00%

3375 Animal Health Technician

417. Effective July 1, 2024, class 3375 Animal Health Technician shall receive a one-time wage adjustment of 21.22%.

2706 Housekeeper/Food Service Cleaner

418. Effective July 1, 2024, class 2706 Housekeeper/Food Service Cleaner shall receive a one-time wage adjustment of 3.00%.

2907 Eligibility Worker Supervisor

419. Effective July 1, 2024, class 2907 Eligibility Worker Supervisor shall receive a one-time wage adjustment of 2.00%.

8249 Fingerprint Technician I

420. Effective July 1, 2024, class 8249 Fingerprint Technician I shall receive a one-time wage adjustment of 3.00%.

8201 School Crossing Guard

421. Effective July 1, 2024, the City shall add two (2) additional 5% salary steps (Step 2 and Step 3) to classification 8201 School Crossing Guard. Employees hired into the 8201 class on or before July 1, 2023 shall be placed at Step 2.

422. 8201 School Crossing Guards shall advance to each successive step after one (1) year provided 300 regularly scheduled WKP hours have been worked.

2930 Behavioral Health Clinician and 2932 Senior Behavioral Health Clinician

423. Effective July 1, 2024, class 2930 Behavioral Health Clinician shall receive a one-time adjustment of 3.00%.

424. Effective July 1, 2024, class 2932 Senior Behavioral Health Clinician shall receive a one-time adjustment of 3.63%.

3616 and 3618 Library Technical Assistant

425. Effective July 1, 2024, class 3616 Library Technical Assistant I and 3818 Library Technical Assistant II shall receive a one-time adjustment of 1.00%.

3630, 3632, and 3634 Librarian

426. Effective July 1, 2024, class 3630 Librarian I, 3632 Librarian II, and 3634 Librarian III shall receive a one-time adjustment of 1.00%.

3610 Library Assistant

427. Effective July 1, 2024, class 3610 Library Assistant shall receive a one-time adjustment of 1.00%.

E. OVERTIME COMPENSATION

428. Overtime is hereby defined to mean time worked in excess of eight (8) hours per day or forty (40) hours per week except those electing to work ten (10) or twelve (12) hour work days. In the event an employee elects to work a ten (10) hour day, for example, the employee shall begin earning overtime rates after ten (10) hours. Legal holidays shall count as time worked for the purpose of computing overtime.

Assignment of Overtime

429. When an overtime assignment must be made, the most senior qualified employees shall be given the first opportunity to volunteer for the overtime assignment. If there is an insufficient number of volunteers, assignment may begin with the least senior employees able to do the work. Before requiring mandatory overtime, the City shall make good faith efforts to utilize voluntary overtime or other appropriate personnel.

430. As soon as administratively possible, but no sooner than October 31, 2022, the City will track voluntary vs mandatory overtime by department and provide an annual fiscal report upon request in July of each year.

431. Any employee working in excess of the regular or normal work day or week shall be compensated at the overtime rate of one-and-one-half times the base hourly rate which shall include a night differential if applicable.

432. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

433. Overtime shall be distributed on a voluntary, rotational basis. The rotation shall begin with the most senior qualified employee in the classification, in the department or in the facility and continue down through the seniority list which shall be provided to the Union upon request. Overtime shall be equalized among all volunteers on an annual basis. Each department shall provide its overtime records to the Union Steward upon request. Appointing Officers shall give as much notice as possible of available overtime to be worked.

434. Whenever possible, available overtime shall be posted a minimum of two (2) weeks in advance. This posting shall include the name of the first eligible employee to sign up for said overtime. The posting shall also include a cut-off date and time for signing up. Once the sign-up has been completed, the names of the employees who are to work the overtime shall be posted. In the event of an insufficient number of volunteers, employees shall be drafted to work the overtime by reverse seniority.

435. All contact attempts made for offering overtime shall be documented. Upon request, this information will be made available to the Union.

436. For the purposes of this provision, the evaluation of an employee's qualifications shall not be arbitrary.

Overtime for Non-"Z" Employees

1. Overtime Pay or Compensatory Time

437. Non "Z" designated employees and employees in Class 2450 Pharmacist who work or, who are suffered to work overtime shall be paid in salary unless the employee and Appointing Officer mutually agree to compensatory time off in lieu of paid overtime. Compensatory time shall be earned at the rate of time and one-half (1-1/2).

2. Maximum Accrual of Compensatory Time

438. Employees occupying non-"Z" designated positions may not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half (1-1/2). Those employees occupying positions designated as "L" shall not accumulate in excess of four hundred eighty (480) hours calculated at time and one-half.

3. Use of Compensatory Time

439. Non-"Z" and "L" designated employees shall be allowed to take any accrued compensatory time upon request to the employee's supervisor. Requests for use of accrued compensatory time off shall not be unreasonably denied. At the employee's option, any accrued compensatory time off shall be paid at the end of the fiscal year. If the employee does not exercise such option, accrued compensatory time will be carried over to the next fiscal year.

4. Pay out of compensatory time for non-"Z" and "L" class employees at termination of employment

440. Any compensatory time earned but not used at the time of an employee's termination of employment shall be paid in cash.

Overtime for "Z" Employees

441. Employees occupying positions determined to be exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules. Unused accrued compensatory time will be carried over to the next fiscal year.

Overtime for Emergency Response at the Human Services Agency and Department of Public Health

Human Services Agency

442. Employees who are assigned to timely respond to reports of abuse involving children, elders, and adults with disabilities 24 hours a day are entitled to earn overtime for work outside of regularly assigned hours when responding to these emergencies. This provision applies to:

1) 2940 Protective Services Workers and 2944 Protective Services Supervisors at the Department of Disability and Aging Services; and

2) 2914 Social Worker Supervisors, 2918 HSA Social Workers, 2940 Protective Services Workers, and 2944 Protective Services Supervisors at the Family and Children Services Program.

Department of Public Health

443. Comprehensive Crisis Services employees who are assigned to provide emergency psychiatric intervention and crisis back-up services outside of Comprehensive Crisis Services' hours of operation are entitled to earn overtime for work outside of regularly assigned hours when responding to these emergencies. This provision applies to:

1) 2574 Clinical Psychologists;
2) 2930 Behavioral Health Clinicians;
3) 2931 Marriage, Family and Child Counselors; and
4) 2932 Senior Behavioral Health Clinicians.

F. HOLIDAYS

Designation of Holidays

444. 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:

445. January 1; the day designated for observation of Martin Luther King, Jr.'s Birthday; the third Monday in February (Presidents' Birthday); the last Monday in May; June 19 (Juneteenth); July 4; first Monday in September (Labor Day); the second Monday in October; November 11; Thanksgiving Day; the Day After Thanksgiving; December 25; and any day declared to be a holiday by proclamation of the Mayor, the Governor of the State of California or the President of the United States. Provided, if January 1, June 19, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

Floating Holidays

446. Employees shall receive floating holidays totaling thirty-two (32) hours off per fiscal year (pro-rated for eligible part-time employees) selected by the employee, subject to the approval of the Appointing Officer. Employees with twenty (20) or more years of City Service shall receive eight (8) additional floating holiday hours, for a total of forty (40) hours per fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Floating holidays received in one fiscal year but not used shall be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year.

Saturday Holidays

447. In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under the Department Head's jurisdiction on such preceding Friday so that said public

offices may serve the public as provided in San Francisco Administrative Code Section 16.4. 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.

Holiday Compensation for Time Worked

448. Employees required by their respective appointing officers to work on any of the above-specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation at the rate of time and one-half (1-1/2) the usual rate of pay for all regularly scheduled hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime at the rate of time and one-half (1 1/2).

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

450. No designated "Z" employee shall receive overtime pay for working on a holiday. All such overtime shall be compensated in the form of compensatory time accrued. Provided however that "Z" employees may, at the end of each fiscal year, choose to receive a cash payment in lieu of accrued compensatory time for each holiday worked during the fiscal year.

Holidays for Employees on Work Schedules Other Than Monday Thru Friday

451. Employees assigned to seven (7) day-operation departments or employees working a five (5) day workweek 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.

452. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

453. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, the employee shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. 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. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day.

454. Such days off must be used in the current or next fiscal year after the day off has been earned.

Holiday Pay for Employees Laid Off

455. 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 workdays shall be paid for the holiday.

Employees Not Eligible for Holiday Compensation

456. 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, except as provided in paragraph 499 (Benefits for Non-Permanent employees) of this Agreement, 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

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

458. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total number of hours the employee is regularly scheduled to work in a biweekly pay period. The computation of holiday time off shall be rounded to the nearest hour.

459. The proportionate amount of holiday time off shall be taken in the same or next fiscal year in which the holiday was provided. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

Time Off for Voting

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

G. SALARY STEP PLAN AND SALARY ADJUSTMENTS

Salary Step Plan

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

1. Promotive Appointment in a Higher Class

462. An employee who is a permanent appointee following completion of the probationary period or an employee who has served six (6) months of continuous service, and who is appointed to a position in a higher classification, deemed to be promotive by the Department of Human Resources shall have the employee's salary adjusted to a step in the promotive class as follows:

463. a. If the employee is receiving a salary in the employee'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 to the closest step representing a ten percent (10%) increase in the salary grade over the salary received in the lower class but not above the maximum of the salary range of the appropriate classification.

464. b. If the employee is receiving a salary in the employee's present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive

class which is closest to an adjustment of ten percent (10%) above the salary received in the class from which promoted. The proper step shall be determined in the biweekly salary grade and shall not be above the maximum of the salary range of the promotive class.

2. Provisional to Promotive

465. Consistent with the Temporary Employees' Agreement attached hereto, a provisional appointee who accepts appointment to a promotive position from a regular eligible list shall have the employee's salary in the promotive appointment based on the salary in the employee's regular civil service next lowest rank position from which the employee gained promotive eligibility, except as herein provided.

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

467. a. That the employee was serving under permanent provisional appointment for at least six (6) months immediately prior to accepting such regular promotive appointment.

468. b. That the employee received a salary above the entrance rate of the compensation schedule in the permanent limited tenure appointment.

469. c. That if the salary steps in the provisional class and the regular promotional class do not match, the employee shall be advanced to the salary step in the compensation schedule nearest that received in the provisional appointment.

470. d. Further increments in the compensation schedule in the regular promotive class shall be based on the date of permanent appointment to the regular promotional appointment.

3. Nonpromotive Appointment

471. When an employee accepts an appointment in a class having the same or lower salary grade, the employee shall be placed at the step nearest to, but not less than their current salary, not to exceed the maximum of the salary grade.

4. Appointment Above Entrance Rate

472. Appointments may be made at any step in the salary grade under one or more of the following conditions:

473. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the employee's former classification.

474. b. Appointment above entrance rate is justified based on the experience, education, training, skill, and/or performance of the appointee.

475. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be

above the normal step. If so, all incumbents shall be advanced to the same step at which the new employee is hired. In this case, the incumbents shall otherwise maintain their original anniversary date in the class.

476. The Appointing Officer seeking such Appointment Above Entrance, through a designated sender, shall submit a written notice to a designated recipient for the Union.

5. Appointive Position

477. An employee whose position is affected by the provisions of II.D. Layoff of this Agreement and is thereupon appointed to another appointive position shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service.

6. Reappointment Within Six Months

478. An 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

1. Prior Fiscal Year Promotion

479. 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 current fiscal year, the employee's salary shall be adjusted on July 1 to the rate the employee would have received had the employee been promoted in the current fiscal year.

480. The salary and anniversary increment date shall be adjusted for 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 the promotional examination was held.

2. Salary Increase in Next Lower Rank Classification

481. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary schedule higher than the salary schedule of the classification to which it was formerly promotive, the rate of pay to an employee who was promoted from such lower class shall be equivalent to the salary the employee would have received had the employee remained in such lower class.

3. Flat Rate Converted to Salary Range

482. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a compensation schedule number during the current fiscal year shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

4. Continuation of Salary Step Earned Under Temporary Appointment

483. 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 Agreement, provided that the salary shall not be less than the same step in the salary schedule the employee received in the immediately prior temporary appointment.

5. Credit for Non Permanent Service

484. A non permanent employee who has completed six (6) months or more of non permanent 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 one (1) year required service from the date of permanent appointment. These provisions shall not apply to non permanent employees who are terminated for unsatisfactory services or resign their non permanent position.

6. Salary Anniversary Date Adjustment.

485. Permanent employees 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

1. Transfer

486. An employee transferred 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.

2. Reemployment In an Intermediate Classification

487. An employee who 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 who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than 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.

3. Reemployment In a Formerly Held Classification

488. 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 formerly held on a permanent basis shall receive a salary based upon actual permanent service in the classification from which laid off.

Salary Step Placement Resulting from Status Grant

489. Employees who are granted status in another class where the salary grade is higher than the current class shall be placed at the same salary step in the new class as the employee was at in the former class and maintain the employee's anniversary date.

H. NON-PERMANENT EMPLOYEES

Testing of Non-Permanent Employees

490. The Union and the City shall meet upon the request of either party regarding classifications that have excessive numbers of non-permanent employees. If deemed by the parties to be useful, they may establish a joint committee for the purpose of reaching an agreement which shall be submitted to the Civil Service Commission for approval, if required by Charter. Nothing herein shall be construed, however, as the Union's agreement to proceed with rule of the list appointments in a manner other than the process previously established between the Union and the Civil Service Commission under Rule 113.

491. Non-permanent employees with two years or more of continuous service in class and who: (a) are available for appointment from an eligible list, and (b) are displaced because of the appointment of another eligible, and (c) are not offered employment in a comparable position, shall receive severance pay as follows:

two to three years of service in class	one weeks of pay per year of service
four to nine years of service in class	two weeks of pay per year of service
ten or more years of service in class	three weeks of pay per year of service

Save-Our-Services Labor/Management Committee

492. Both the City and the Union recognize the need to:

- review the use of public/private partnerships;
- review the use of personal services contracts; and
- use "as-needed" and/or other non-permanent employees for operational purposes under certain circumstances, but desire to ensure such non-permanent appointment status is not used inappropriately.

493. In pursuit of this goal, the parties agree to the creation of an SOS Labor/Management Committee consisting of four (4) City representatives and four (4) representatives from SEIU, whose members shall be granted release time to take part in meetings of the Committee.

494. The Committee shall meet at least monthly, and shall work cooperatively to:

a. identify and recommend processes for ending long-term provisional and as-needed employment;
b. review utilization patterns within departments;
c. identify departments that may be better staffed with a higher percentage of permanent positions;
d. review and make recommendations on the use of public/private partnerships; and
e. review and make recommendations on the use of personal services contracts with the goal to reduce personal service contracts.

f. Identify and address those departments whose use of Prop F and As-Needed employees may be inconsistent with Civil Service Rules.

495. The Committee shall complete its work no later than the expiration of this agreement, unless the parties mutually agree to a later date. The Committee shall submit quarterly reports to the Human Resources Director and the Union.

Flat Step Classifications

496. Effective July 1, 1996, represented classes which are currently at a flat biweekly rate shall be converted to the corresponding salary schedule for which the third step is closest to the current flat rate. Employees in prior flat rate represented classes shall be appointed to the step which recognizes the length of service in the classification. Employees with less than six months continuous service shall be appointed to step three. Employees with more than six months, but less than eighteen months continuous service shall be appointed to step four. Employees with more than eighteen months continuous service in the same class shall be appointed to step five.

Part-Time Employees

497. A represented employee working less than full-time, who would not receive a salary increment adjustment otherwise, shall be granted a one-time step increase, not to exceed top step of class, when the employee completes 1040 hours of service in the employee's classification.

Seniority

498. The first date of hire in a classification shall be used to break seniority ties of permanent employees in the same classification who have gained or shall have gained permanent status under ATP.

Benefits

499. Employees who have worked 1040 hours in any consecutive twelve (12) month period shall receive all benefits which are provided to permanent employees, including but not limited to retirement, premiums, vacation pay, sick pay, holiday pay and jury duty pay.

Health Benefits for As Needed Employees

500. The City and the Union agree to continue the program to provide health benefits for SEIU-represented "As-Needed" employees. The City commits two million dollars ($2,000,000) in each year of this Agreement to fund such benefits. In addition to the credit referenced in paragraph 389 on the Layoff Impact Premium, the Union has been credited for one half of the fund surplus in the first year of this MOU towards the second year. No credit for the fund surplus applies after the first year of this MOU.

Data

501. It is the intent of the parties to curtail and limit the use of long-term provisional employment. Accordingly, the parties will continue to make efforts to install and support procedures and policies designed to achieve that objective. Access to relevant data is essential to the Unions' involvement in this process. It is agreed, therefore, that the Department of Human Resources shall provide to the Union a monthly report on computer diskette. Two data sets shall be included on the diskette. The first will include employee name, class name and number and employment status, time in position, and total number of employees represented by the Union by

department and classification. The second will list all represented classes containing any provisional employees. It will indicate the list adoption date if a list exists and one or two additional dates related to the list adoption process. The parties may mutually agree to add data fields that may be requested by the Unions that do not infringe upon privacy or violate law.

I. SENIORITY INCREMENTS

Entry at the First Step

1. Advancement Through Salary Steps

502. Except as otherwise provided herein, employees shall advance to the second step upon completion of one thousand forty (1,040) hours worked and to each successive step upon completion of the one (1) year required service.

503. Employees hired on or after July 1, 2012, shall advance to the second step and each successive step upon completion of the one (1) year required service.

504. Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of the employee's classification, except where such employee is in a class for which there is a single rate of pay. If an employee's service is not deemed satisfactory, based on a written performance appraisal, the employee may not be eligible for consideration for salary advancement.

505. If an employee does not receive a performance appraisal within forty-five (45) days of the employee's performance appraisal due date, and a written notice of intent to withhold the increase no later than fifteen (15) days before the step increase due date, and the employee is scheduled for a step increase, the appraisal for said year shall be considered satisfactory and any step increase due will be provided to the employee retroactively to the employee's anniversary date. Denial of a step increase is subject to appeal through the expedited arbitration procedure of this Agreement.

Entry at Other Than the First Step

506. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

Conversion from Salary Set by Charter Section 8.400

507. Employees with at least six months continuous service in their current classification, shall be eligible to receive annual salary step increments based on their length of service in their current classification. After six months of continuous service, employees at step one shall be eligible to advance to the second step in the salary grade. Thereafter, they shall receive subsequent salary increments on the anniversary dates of the first increment until they reach the fifth step. Non-permanent employees who receive a salary step increment and thereafter become permanent, shall receive subsequent salary increments on the anniversary date of the first increment until they reach the fifth step.

Date Increment Due

508. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class.

Lay-Off

509. An employee who (1) is "laid off" from a permanent appointment, (2) is immediately and continuously employed in another classification with the City, either permanent or temporary, and (3) is thereafter re-employed in the employee's permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for time served while laid off from the employee's permanent appointment.

J. HEALTH PLAN

Health and Dental Benefits

510. Maintenance of Benefits: The current benefits level shall be maintained for the duration of this agreement.

511. Effective July 1, 2014 through December 31, 2014, the City shall be obligated to contribute the same monthly amount towards employee health benefits as it did on June 30, 2014, and shall continue to make contributions at that level until December 31, 2014. To the extent the City does not, for any reason, make timely contributions set forth above, then it shall hold the affected employees harmless for any additional contributions up to the negotiated amount for said period of delay.

Health Coverage Effective January 1, 2015

512. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

1) Employee Only:

513. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Service System (HSS), the City shall contribute one hundred percent (100%) of the total health insurance premium.

2) Employee Plus One:

514. For employees with one dependent who elect to enroll in any health plan offered through HSS, the City shall contribute ninety-six percent (96%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-six percent (96%) of the Employee Plus One premium of the second-highest-cost plan.

3) Employee Plus Two or More:

515. For employees with two or more dependents who elect to enroll in any health plan offered through HSS, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

4) Contribution Cap

516. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

5) Average Contribution Amount

517. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's HSS are making premium contributions under the Percentage-Based Contribution Model, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, for the life of this agreement, expiring June 30, 2017, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model. The parties intend that, for the life of this agreement, expiring June 30, 2017, the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

Joint Commitment to Raise Quality and Lower Costs

518. The City and SEIU Local 1021 shall, no later than 120 days following the execution of this agreement, form and jointly petition HSS to participate in a joint labor-management committee to do the following, including but not limited to:

519. Promote the following policy priorities:
   i. Healthcare cost and quality transparency
   ii. Prevention of anti-competitive practices
   iii. Fair hospital pricing and payment reform
   iv. Health and wellness for employees
   v. Supporting development of a common public purchasers' position on health care transparency and accountability

520. Upon the request of the City or the Union, the Committee shall meet quarterly, or less frequently by mutual agreement, to provide opportunities for review and discussion of HSS contracting strategies, HSS studies and reports, and ideas for expanded vendor reporting and accountability, and to review, discuss and advance strategies to reduce excess health care cost growth.

521. The Committee shall be comprised of four (4) Union appointees and four (4) City appointees (two (2) of which may be HSS appointees). The City shall provide the Union members of the Committee, including witnesses to testify before the Committee, with fully-paid release time to participate in Committee meetings and caucuses.

Dental: Fiscal Year 2011-2012 and Thereafter

522. Notwithstanding paragraph 524, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: $5/month for employee-only, $10/month for employee + 1 dependent, or $15/month for employee + 2 or more dependents.

523. Consistent with the terms of ordinances which are adopted by the Board of Supervisors and pursuant to Charter Section 12.202, the City shall propose changes to the Health Services eligibility criteria to provide for the enrollment of provisional, regularly scheduled employees upon appointment.

524. Subject to Charter requirements and in accordance with its meet and confer obligations under the Meyers Milias Brown Act, the City agrees to meet with SEIU and other affected unions in the event a Charter amendment is proposed which would require or permit the City to provide employees with health insurance coverage through CalPERS.

525. Dental: The City shall continue to contribute a monthly amount per represented employee sufficient to continue the family dental coverage specified in the Memorandum of Agreement signed and dated March 31, 1992.

K. LONG TERM DISABILITY INSURANCE

526. The City shall provide to employees with six months continuous service 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.

L. BENEFITS WHILE ON UNPAID LEAVE OF ABSENCE

527. The City will cease payment of any and all contributions for employee health 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 City 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.

528. It is not the intent of the City to schedule any employee less than twenty (20) hours per week for the purpose of avoiding the payment of benefits.

M. RETIREMENT

1. Proposition C

529. A. The parties recognize the requirement under Charter Section A8.409-9 to negotiate cost-sharing provisions that produce comparable savings and costs to the City and County as are produced through the Charter's SFERS employee contribution rate adjustment formulae. The parties intend this Section to effectuate the cost sharing provisions of San Francisco Charter Section A8.409-9. The parties further acknowledge that: (i) the annual SFERS employer contribution rate is determined by the SFERS actuary and approved by the SFERS Board for each fiscal year; and (ii) the annual employer contribution rate for SFERS for FY 2012-13 is 20.71%.

530. B. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, bargaining unit members in CalPERS shall make the mandatory statutory employee contribution described in paragraph 534 plus an additional mandatory contribution to effectuate San Francisco Charter Section A8.409-9 (the "Prop. C Contribution"). The Prop. C Contribution is determined, as set forth in the chart below,

based on the employee contribution rate which corresponds to the SFERS annual employer contribution rate for that fiscal year. For example, for FY 2012-2013, based on the employer contribution rate of 20.71%, the Prop. C Contribution will be 2.5% of covered compensation for miscellaneous safety bargaining unit members in CalPERS earning at the annual rate of less than $100,000, and 3% of covered compensation for such bargaining unit members earning at the annual rate of $100,000 or more.

Employer Contribution Rate for Comparable SFERS Employees	Additional Employee Contribution/Reduction for Misc. Safety < $100K	Additional Employee Contribution/Reduction for Misc. Safety > $100K
0%	(4.0%)	(5.0%)
0.01% - 1.0%	(4.0%)	(4.5%)
1.01% - 2.5%	(3.75%)	(4.25%)
2.51% - 4.0%	(3.5%)	(4.0%)
4.01% - 5.5%	(2.5%)	(3.0%)
5.51% - 7.0%	(2.0%)	(2.5%)
7.01% - 8.5%	(1.5%)	(2.0%)
8.51% - 10.0%	(1.0%)	(1.5%)
10.01% - 11.0%	(0.5%)	(0.5%)
11.01% - 12.0%	0%	0%
12.01% - 13.0%	0.5%	0.5%
13.01% - 15.0%	1.0%	1.5%
15.01% - 17.5%	1.5%	2.0%
17.51% - 20.0%	2.0%	2.5%
20.01% - 22.5%	2.5%	3.0%
22.51% - 25.0%	3.5%	4.0%
25.01% - 27.5%	3.5%	4.0%
27.51% - 30.0%	3.75%	4.25%
30.01% - 32.5%	3.75%	4.25%
32.51% - 35.0%	4.0%	4.5%
35.01% +	4.0%	5.0%

531. C. The Prop. C Contribution:

(i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);

(ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;

(iii) will be included in the gross income of the bargaining unit members for FICA taxes when they are made;

(iv) will be reported to CalPERS as City contributions to be applied against the City's CalPERS reserve, and will not be applied to the bargaining unit member's individual CalPERS account;

(v) will be included in the bargaining unit member's compensation as reported to CalPERS and the affected bargaining unit members shall not be entitled to receive

any of the contributions described above directly instead of having them paid by the City to CalPERS; and

(vi) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of, salary.

532. D. In the event that the Prop. C Contribution is zero, i.e. the annual SFERS employer contribution rate is between 11-12%, Section C above will not apply. In the event that the Prop. C Contribution is a negative number, i.e. the annual SFERS employer contribution rate is less than 11%, Section C above will not apply and the Prop. C Contribution will be treated as a City pick up of the bargaining unit members' mandatory CalPERS retirement contribution under paragraph 533 to the extent of the Prop. C Contribution.

533. E. Any City pickup of an employee's mandatory retirement contribution shall not be considered as a part of an employee's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of our percentage of salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.

534. F. Notwithstanding the above paragraphs, in the event that a change in state law causes the implementation, during the term of this Agreement, of an increase in the employee contribution to CalPERS for employees covered by this Agreement, either party may elect to reopen this Agreement to address the impact of the change in state law. This reopener shall be subject to the impasse resolution procedures and criteria set forth in Charter Section A8.409-4.

2. Employee payment of employee contribution to CalPERS

535. For the duration of this agreement, members of the bargaining unit in CalPERS shall pay the employee share of mandatory retirement contributions effectuated via a pre-tax reduction in salary. These mandatory retirement contributions:

(i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);

(ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either though a pension benefit or a lump sum payment;

(iii) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of, salary; and

(iv) the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid to CalPERS.

Temporary Employees

536. Effective 5/1/95 retirement benefits will be provided to temporary employees who have worked at least 1040 hours.

Retirement Buy Back

537. It is the intent of the City that the Retirement System shall continue to authorize the pre-tax buyback of pension credits by qualified members.

Retirement Board

Benefit Processing Time

538. The Retirement Board shall process and pay retirement claims, except in cases beyond the Board's control, in the following manner:

	BENEFIT	PROCESSING TIME
539.	Initial monthly retirement allowance.	Initial payment shall begin within sixty (60) days after the first of the month following the date of retirement provided that the appropriate forms of the Retirement System have been submitted.
540.		Withdrawal of Contributions. A refund of contributions will be paid within six (6) weeks following submission of the appropriate forms of the retirement System.
541.		Death Benefit. A death benefit will be paid within thirty (30) days from the filing of the appropriate forms of the Retirement System.

Review of Retirement Portfolio

542. The Retirement System agrees to hold a meeting each Fall, following their annual audit, to review their portfolio with interested unions. The Retirement System will request the unions to submit questions in advance of such meeting to set an appropriate agenda.

Retirement Reopener

543. Consistent with provisions of Charter Section A8.409, this Agreement shall be reopened if the Charter is amended to enable the City and the Union to negotiate and arbitrate retirement benefits.

Release Time for Pre-Retirement Planning Seminars

544. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one (1) day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

545. Employees must provide at least two (2) weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Departmental operational

necessities require the employee's attendance at work on the day such seminar is scheduled. Release time shall not be unreasonably withheld.

546. All such seminars must be located within the Bay Area.

547. This section shall not be subject to the grievance procedure.

Safety Retirement for Certain Classifications

548. During the term of this Agreement, if the voters amend Charter Section A8.506-2 to delete the "no net increase in cost" requirement in that section, the City agrees to meet and confer with the Union over a mutually satisfactory contract amendment with PERS to effect safety retirement improvements for eligible classes. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409's impasse resolution procedures.

549. The parties agree to meet and confer regarding possible implementation of the PERS 3% at 55 retirement benefit for eligible employees covered by this Agreement. The City will request sufficient data from PERS to determine the cost of implementing this benefit in a manner consistent with the requirements of the City Charter and PERS. Upon receipt of such data, the parties will meet and confer, and the meet and confer process shall conclude within six (6) months. It is understood and agreed that the meet and confer process will be conducted in conjunction with other labor organizations representing employees eligible under the Charter for this benefit improvement. The parties acknowledge that this paragraph is not subject to Charter Section A8.409's impasse resolution procedures.

N. CHILD CARE & VOLUNTEER/PARENTAL RELEASE TIME

550. The Child Care Study Committee shall continue plans and efforts to open an affordable, accessible and high quality child care for City workers on the grounds of San Francisco General Hospital (SFGH), or nearby, as soon as possible given space and financial limitations. The child care center at SFGH shall be designed into any future significant construction at SFGH if a suitable site is not located and child care center is not established by the time of planning for such construction.

Volunteer/Parental Release Time

551. Represented employees shall be granted paid release time to attend school-related meetings such as parent teacher conferences up to a maximum of four (4) hours per fiscal year.

552. 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 up to grades 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.

O. DCAP PROGRAM

553. The City shall continue to provide a DCAP program to Union members. The Union and the City shall negotiate any beneficial changes to the program or any changes that may be necessary due to tax rule changes.

P. MUNICIPAL RAILWAY PASSES

554. The City agrees to attempt to obtain Municipal Railway passes from the Municipal Transportation Agency to be supplied to department heads. Department heads who have employees who are required to move from one City location to another during normal working hours shall be entitled to obtain sufficient Municipal Railway passes to distribute to employees as needed. It is understood that these passes are to be used by employees only during normal working hours and while on City business.

Q. PAYROLL PROCEDURES

Overtime & Holiday Pay

555. The City agrees to take necessary action in the annual budget process and through the supplemental appropriation process, if necessary, to assure that the departmental overtime accounts will have sufficient funds to pay overtime and holiday pay to those assigned to work such overtime and holidays throughout the fiscal year.

556. The Controller agrees to process and distribute all holiday and overtime payments with the regular pay warrants for the period in which the overtime was earned.

Recovery of Overpayment

557. 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.

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

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

1. No Payment on Pay Day for the Pay Period

560. Highest priority, full payment to be issued as quickly as possible, within four (4) hours if PPSD or departmental payroll division is notified before noon on payday or before noon on any subsequent day. If PPSD or departmental payroll division is notified after noon but before 4 p.m., the payment will be issued no later than noon on the following day.

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

561. Second priority, correcting payment to be issued as quickly as possible, but no later than three (3) working days of report to payroll.

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

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

Additional Payroll Procedures

563. Upon the request of the Union, the Director of the Controller's PPSD or (designee) agrees to meet with the Union to discuss matters related to the City's payroll procedures, including but not limited to, the creation of a fund for reimbursement of short payments, issuance of overtime, holiday, vacation, or final payments. Departmental representatives will be invited to participate if the Director of PPSD (or designee) deems it appropriate.

Maintenance and Charges

564. Charges and deductions for all maintenance, such as housing, meals, laundry, etc., furnished to and accepted by employees shall be made on timerolls and payrolls in accordance with the schedule of maintenance charges fixed and determined in the current Annual Salary Ordinance. Such charges will be fixed at their current rates for the term of this agreement.

565. No charge shall be made for meals furnished to cooks, bakers, dieticians, lunchroom helpers and other kitchen workers while on duty.

R. JURY DUTY

566. An employee shall be provided leave with pay on a work day when the employee is summoned and reports for jury duty, provided the employee gives prior notice of the summons to the supervisor.

567. Employees summoned to jury duty whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when serving jury duty, provided the employee gives prior notice of the jury duty to the supervisor. Such service shall not result in a loss of applicable shift differential.

568. 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.

569. If an employee is required to call-in for possible same-day jury duty, the employee shall coordinate in advance with the employee's supervisor about whether and when to report to work. If the employee and supervisor agree that the employee will not report to work before calling-in, the employee shall be entitled to leave with pay for jury duty until the employee is released by the Court from further availability that day, plus travel time from either the Court or the employee's home to work, if the employee and supervisor agree that the employee will report to work after being released by the Court.

570. Witness leave shall be paid as currently provided in the Civil Service rules.

S. VACATION

Vacation and Days Off Scheduling

571. Subject to the approval of the Appointing Officer, vacation periods and days off shall be scheduled by mutual agreement of the employee and the employee's supervisor. In the event of a conflict where two or more employees desire the same vacation period or days off, the

supervisor shall grant the preference of the more senior employee, after taking into account the needs of the service.

Holiday during Vacation

572. If a holiday occurs during an employee's vacation and the employee would as a matter of law have been entitled to said day as a regular day off, such holiday shall not be considered a day of vacation chargeable to the employee's vacation allowance.

Vacation when Employment Ceases

573. An employee with one year or more of service who ceases to be employed by the city and county and who has neither received nor waived the employee's current annual vacation allowance shall receive a pro-rate payment for all service performed since January 1 of the calendar year in which the employee ceases to be employed, together with an amount equivalent to any accumulated vacation allowances due to the employee.

Annual Vacations of Employees

574. Every person employed in the city and county service shall be allowed a vacation with pay annually, as long as the employee continues in the employee's employment, as follows:

1. After one years' continuous service, 10 working days.
2. After five years' continuous service, 15 working days.
3. After fifteen years' continuous service, 20 working days.

575. Employees may elect not to take their entire vacation in any one year and in such event may accumulate the days allowable and not taken for use at some future time, provided, however, that no employee may accumulate unused vacation allowance in excess of 400 hours regardless of length of service.

576. In computing vacation pay, no employee shall be considered to work more than five days each week. Vacation pay for employees working less than a five day week shall be computed proportionately.

577. Vacation pay shall include all premiums, differentials, etc that an employee earns during the regular work year.

Authorization of Transfer of Vacation Credits

578. Employees of the City and County of San Francisco may individually transfer their vested vacation allowance credits to another individual employee of the City and County of San Francisco who has been determined to be catastrophically ill by the employee's head of department, in accord with the definition of catastrophic illness to be provided by the Health Commission, and who has exhausted the employee's vacation allowance, sick leave and compensatory time off, provided that such transfer may be made only in compliance with the terms and conditions established by the Board of Supervisors.

T. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

579. Upon certification by the Union that one or more representation units covered by this MOU desires to be enrolled in the State Disability Insurance Program, the Department of Human

Resources shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the Employee Relations Director which representation units desire to be enrolled for SDI no later than forty-five (45) days prior to SDI's quarterly enrollment dates and the Board shall take necessary action to enroll such employees in time for the next SDI enrollment date.

580. Once an employee or classification is enrolled in the State Disability Insurance Program, these benefits shall continue for the employee or classification regardless of any reassignment or reclassification which may occur.

581. An employee entitled to SDI shall receive in addition thereto such portion of the employee's accumulated sick leave with pay as will equal, but not exceed, the regular biweekly "take home" earnings of the employee, excluding optional deductions. 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.

582. At an employee's option, an employee's accrued vacation, holiday, and compensatory time off can also be integrated with SDI payments in the same manner as sick leave.

583. During the term of the agreement, all classifications added to the SEIU bargaining unit, where other members of the bargaining unit are covered by State Disability Insurance, shall automatically be covered by SDI.

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

U. FAIR LABOR STANDARDS ACT

585. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct all City departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

V. EMPLOYEE ASSISTANCE PROGRAM

586. The City shall budget one hundred twenty five thousand dollars ($125,000) in fiscal year 2000-2001 and in each successive year of this agreement to continue a city-wide Employee Assistance Program to be administered by the Department of Public Health.

587. The Joint Employee Assistance Program Advisory Committee's purpose shall be to advise the Employee Assistance Program on matters concerning services provided by the program. This committee shall include participation by recognized employee organizations.

W. DIRECT DEPOSIT OF PAYMENTS

588. The City shall continue to provide the electronic deposit of payments. At the request of an employee, the City shall continue the electronic transfer at no cost to the employee to the financial institution of the employee's choice so that funds are available on payday.

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

590. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksite computers, and that allows the employees to print the pay advices. Employees without computer access or who otherwise wish to receive a paper statement shall receive assistance to print hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.

591. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.

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

593. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
    1. Change the account into which the direct deposit is made;
    2. Switch from the direct deposit option to the bank pay card option, or vice versa; and
    3. Obtain a new bank pay card the first time the employee's bank pay card is lost, stolen or misplaced.

594. The City assures that the bank pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or bank pay card.

595. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

X. LEGAL SERVICES PROGRAM

596. The City agrees to administer payroll deductions for employees who volunteer to participate in a pre-paid legal services program to be selected by the Union. The pre-paid legal services program selected by the Union shall be reviewed by the City for compliance with applicable local laws and procedures.

Y. APPOINTMENT PROCESSING

597. Newly appointed employees shall be provided paid release time to complete post-hire, appointment processing.

Z. PAID SICK LEAVE ORDINANCE

598. Should the Civil Service Commission amend the Civil Service Rules to allow eligible employees covered by this Agreement to access their sick leave with pay credits after three continuous months of regularly scheduled paid service instead of requiring six continuous months of such service, San Francisco Administrative Code Chapter 12W Paid Sick Leave Ordinance shall be deemed expressly waived in its entirety by the Union, and said amended provision shall apply to covered employees.

AA. LIFE INSURANCE

599. 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.

BB. HOSPITAL AND SKILLED NURSING FACILITY COVID-19 WORKER RETENTION PAY

600. In accordance with Senate Bill 184 signed into law by the Governor on June 30, 2022, adding Part 4.6 of Division 2 of the California Labor Code, the City of San Francisco will provide a one-time worker retention payment as described in paragraphs 600 and 601 below, funded by the State of California and consistent with the terms and conditions set forth in the California Labor Code sections 1490, et seq.

601. Eligible part-time employees, as defined by California Labor Code section 1491 (f), assigned to work onsite at locations within the SF Health Network (which includes Zuckerberg San Francisco General Hospital and Laguna Honda Hospital and all Ambulatory Care Clinics, Behavioral Health Clinics, Population Health Clinics, County Jail Sites, and Population Health community outreach programs) who worked at least one hundred (100) hours and no more than three hundred ninety-nine (399) hours between July 30, 2022, through October 28, 2022, shall receive a one-time worker retention payment of up to seven hundred fifty ($750) dollars contingent on and at such time as the California Department of Department of Health Care Services issues payments pursuant to Senate Bill 184.

602. Eligible full-time employees, as defined by California Labor Code section 1491(e), assigned to work onsite at locations within the SF Health Network (which includes Zuckerberg San Francisco General Hospital and Laguna Honda Hospital and all Ambulatory Care Clinics, Behavioral Health Clinics, Population Health Clinics, County Jail Sites, and Population Health community outreach programs) who worked at least four hundred (400) hours between July 30, 2022 through October 28, 2022, shall receive a one-time worker retention payment of up to one thousand ($1000) dollars contingent on and at such time as the California Department of Department of Health Care Services issues payments pursuant to Senate Bill 184.

603. Hospital and skilled nursing facility retention pay shall not be considered compensation for the purpose of computing retirement benefits.

604. This section is not subject to the grievance and arbitration procedure of this Agreement. However, in the event of a dispute, the employee or labor organization can file an appeal as described in Section 1493 of SB 184.

ARTICLE IV – GRIEVANCE PROCEDURE & PERSONNEL FILES

A. GRIEVANCE PROCEDURE

Definition

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

Grievance Description

606. The Union and the City agree that grievances shall include the following:

607. a. The basis (specific reason or reasons) and date of the grievance as known at the time of submission;

608. b. The date of the incident giving rise to the grievance;

609. c. An explanation of the harm that occurred;

610. d. The name, classification, and department of the affected employee or employees;

611. e. The section(s) of the Agreement which the Union believes has been violated;

612. f. The remedy or solution being sought by the Grievant.

Procedure

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

614. Only the Union shall have the right on behalf of a disciplined employee to grieve the discipline.

615. Grievances related to a suspension of an employee may be submitted initially at Step II of this procedure within fifteen (15) calendar days of the date of final notice of disciplinary action.

616. Grievances related to a termination of an employee must be submitted initially at Step II of this procedure within fifteen (15) calendar days of the final notice of termination.

Monetary Relief

617. Except for grievances based on alleged violations of Article III.D. (Out of Class Work, Acting Assignment), 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. For grievances based on alleged violations of Article III.D. (Out of Class Work, Acting Assignment), in no event shall a grievance include a claim for money relief for more than a forty-five (45) working day period prior to the initiation of the claim. 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.

Time Limits

618. 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 by mutual agreement or as otherwise provided by this Agreement.

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

620. 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.

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

Steps of the Grievance Procedure

Informal Discussion with Immediate Supervisor

622. 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 at this discussion.

Step I Immediate Supervisor

623. 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.

624. The Union shall submit a detailed written statement containing the specifics 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.

625. The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. The immediate supervisor shall respond in writing within ten (10) calendar days.

Step II Department Head/Designee

626. 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 grievance, the specific reason or reasons for

rejecting the lower step response, and the resolution desired. The Union shall have fifteen (15) calendar days from receipt of the Step I response to submit the grievance to the Department Head or designee. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The department head/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 Department Head/designee's reason(s) for concurring with or denying the grievance.

Step III Director, Employee Relations/Designee

627. 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 stating the specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step to the Employee Relations Director.

628. The 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.

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

Step IV Final and Binding Arbitration (except termination grievances)

630. 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 by submitting a request for arbitration to the ERD Director. The ERD Director shall issue a letter referring the Union to the City Attorney's Office within thirty (30) calendar days of receipt. The Union shall contact the City Attorney's Office by letter, copied to the Employee Relations Director, via US mail, within thirty (30) calendar days of the date of the ERD Director's letter referring the Union to the City Attorney's Office. The parties shall utilize a standing panel for arbitrator selection. To select an arbitrator from the standing panel, the parties shall strike arbitrators alternately from the standing panel until one arbitrator remains to hear each particular case. The party who strikes first will alternate between the parties; however, the first party to strike will be determined by lot, coin flip or other comparable method. The parties acknowledge that in a particular case they retain the right to be able to mutually agree to select an arbitrator who may or may not be on the standing panel.

631. The parties will utilize a standing arbitration panel of 7 arbitrators ("Standing Panel"), plus two alternates. To form this Standing Panel, the parties will simultaneously exchange a list of 9 proposed arbitrators. From the two lists, those arbitrators who appear on both lists shall be selected. To complete the Standing Panel, the parties will strike the names remaining on the two lists until the Standing Panel is completed. The first alternate will be the last name struck and the second alternate will be the second to the last name struck. The party to strike first will be determined by lot, coin flip or other comparable method.

632. If an arbitrator is no longer available or willing to serve on the Standing Panel due to death, retirement, incapacity, or other reason personal to the arbitrator, the position becomes vacant and the first alternate will replace that arbitrator. The second alternate will replace any other arbitrator whose position becomes vacant prior to the annual process described in paragraph

635(c) below. If there are additional vacancies, those vacancies will be filled annually pursuant to the method described in 635(c) below.

633. Every January, the parties will fill any vacancies as follows:

634. (a) Any arbitrator on the Standing Panel (other than an alternate) who has not been selected for any case in the preceding calendar year will be removed from the Standing Panel and the position will become vacant.

635. (b) Any arbitrator on the Standing Panel or serving as an alternate who is no longer able or willing to serve due to death, retirement, incapacity, or other reason personal to the arbitrator, will be removed and the position will become vacant.

636. (c) Any vacancies described in 633(a) and/or 634(b) above, will be filled as follows: each January, the parties will simultaneously exchange a list containing the names of additional proposed arbitrators equal to the number of vacancies that exist, including vacant alternates. From the two lists, arbitrators who appear on both lists shall be selected as Standing Panel members. If the number of names on both lists is greater than the number of vacancies on the Standing Panel, then the assignment to the Standing Panel will be determined by alternate striking of such names until the Standing Panel is filled. The last name(s) stricken will become the alternates according to the method described in Paragraph 630 above. If additional vacancies remain, the parties will alternately strike the names remaining on the two lists until the Standing Panel is completed. The party to strike first will alternate between the parties each year. Any vacant alternate position(s) will be filled according to the striking method described in paragraph 629. An arbitrator cannot serve on the Standing Panel and as an alternate at the same time.

637. (d) When filling any vacant positions as set forth in Paragraph 635(c), the parties will simultaneously exchange the lists by January 31, and will complete the selection process no later than February 15. (If either the January 31 or the February 15 date falls on a weekend or holiday, the deadline for the submission of names will be the next business day.) Any party that fails to exchange a list of arbitrators, or to engage in the selection process by the dates set forth above, will be deemed to have waived its right to submit a list of arbitrators under this provision.

638. 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.

639. 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 arbitrator's selection. 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.

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

641. The parties shall encourage the arbitrator to make the arbitrator's awards within forty-five (45) calendar days following the receipt of closing arguments or briefs. The decision of the arbitrator shall be final and binding on all parties.

642. Each party shall bear its own expenses in connection therewith, including legal fees and costs. Each party expressly waives any right to an award of attorney's fees or costs in any grievance proceeding. 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.

643. 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.

Step IV Final and Binding Arbitration (termination grievances only)

644. The parties agree to use their best efforts to arbitrate grievances appealing the termination of employment within ninety (90) days of the Union's written request to arbitrate.

Expedited Arbitration

645. Suspensions up to and including fifteen (15) days and written warnings shall be processed through an expedited arbitration proceeding. By mutual written agreement entered into, before or during Step III of the grievance procedure, the parties may submit other grievances to this expedited arbitration process. 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.

646. 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.

647. In the event that an expedited arbitration hearing is canceled 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

648. 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.

649. 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 Article II.A. (Discrimination Prohibited or Reasonable Accommodation). In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.

650. Employees covered by this agreement with temporary status shall be subject to termination or dismissal for just cause only, and the rights described in these sections of the Agreement, including the right to expedited or regular arbitration, in the appropriate case, upon their completion of six (6) months of service.

Skelly Rights

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

652. a. A notice of the proposed action; and
b. The reasons for the proposed discipline; and
c. A copy of the charges and the materials upon which the action is based; and
d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

653. The Skelly meeting shall be presided over by a management representative who is not in the same department as the employee and not connected with the incident giving rise to the discipline.

B. PERSONNEL FILES

654. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the Department's personnel office unless another location is designated and the employee notified in writing. Each employee shall have the right to review the contents of the employee's official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided to the employee at the employee's request. Copies in excess of 100 pages shall be at a charge of 10 cents per page.

655. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request. Copies in excess of 100 pages shall be at a charge of 10 cents per page.

656. An employee shall have the opportunity to review, sign and date any and all material to be included in the file except routine matters chronicling job and pay charges. The employee may also attach a response to such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author. The City may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand-delivery, except disciplinary notification, which must be sent by certified mail when the employee is on leave.

657. With the approval of the employee's Appointing Officer or designees, the employee may include material relevant to the employee's performance of assigned duties in the file.

658. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct after diligent and timely investigation except for conduct which would constitute the commission of a crime. Initiation of discipline for the purposes of this provision is the date of the charging letter or notice. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.

659. Except for the specific disciplinary matters provided below, materials relating to disciplinary actions in the employee's personnel file which have been in the file three (3) years or more 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 reoccurrence of the conduct on which the discipline was based. The performance evaluations are excluded from this provision.

660. Materials relating to disciplinary actions for misappropriation of public funds or property; misuse or destruction of public property; the use or being under the influence of drugs or alcohol at work; acts which would constitute a felony; acts which present an immediate danger to the public health and safety; or acts of harassment or discrimination based on protected status which have been in the employee's personnel file for five (5) years or more shall not be used. At the request of the employee, material relating to such disciplinary actions which are five (5) or more years old shall be removed, provided there has been no recurrence of the conduct on which the discipline was based.

661. Notwithstanding the above, if an employee believes the employee's personnel file contains a personnel evaluation that negatively references employee's authorized and proper use of leave under the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), the employee should notify the employee's Department's Personnel Officer and/or Equal Employment Opportunity Officer, who shall review the matter and ensure any reference to such use of FMLA or CFRA leave is removed from the evaluation.

Performance Information

662. Negative information regarding any individual employee's performance shall not be publicly displayed, except as may otherwise be required by law or court order. In no way does this section preclude the city from publicly recognizing positive employee performance.

ARTICLE V - TRAINING

A. CAREER OPPORTUNITIES

663. As described below, the City will establish a Career Opportunities Program to offer employees career advancement opportunities including educational courses and programs of study, including certification and licensure. This program does not limit any other education leave to which an employee may be entitled.

B. TUITION REIMBURSEMENT

664. Budget. The City agrees to allocate one hundred twenty thousand dollars ($120,000) per each year of this Agreement to the Tuition Reimbursement Program. Unused funds shall not be carried forward to the next fiscal year.

665. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.

666. Eligible Employees. Any employee who works at least 20 hours per week with a minimum of one (1) year continuous service in any classification represented by the Union immediately prior to receipt of application is eligible for tuition reimbursement.

667. Eligible Expenses. Until such funds are exhausted, and subject to approval by the Appointing Officer or appropriate designee, an eligible employee may utilize up to a maximum of $1,000 per fiscal year for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee's current classification. Employees in classifications 2574 Clinical Psychologist and 2575 Research Psychologist may receive up to two-thousand dollars ($2,000) per 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, including Administrative Code Chapter 12X. All expenses must be relevant to the employee's current classification or a classification to which the employee 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.

668. Pre-Approval. Application for reimbursement shall be prepared through the Online Tuition Reimbursement System provided by the Department of Human Resources. Courses require pre-approval by the Appointing Officer (or designee) and the Human Resources Department, neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the Appointing Officer (or designee) and the Human Resources Department in the Online Tuition Reimbursement System, reimbursement shall be subject to successful completion of the course.

669. Travel. In addition, subject to approval by the Appointing Officer or designee, and as permissible under applicable law, including Administrative Code Chapter 12X, employees may utilize up to $250 of the funds available to them for that fiscal year under this article to pay for up to 50% of the cost of necessary travel outside of the nine Bay Area Counties for approved training. Travel reimbursement rates shall be as specified by, and guidance regarding Chapter 12X provided in, the Controller's Accounting Policies and Procedures. Tuition Reimbursement Funds may not be used for food.

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

671. Certifications, Licenses and Continuing Education. When a certificate, license or registration is required by the City or the State as a condition of employment, the employee shall be reimbursed for the amount of the fee for the renewal of such certificate, registration or license and any related continuing education through Tuition Reimbursement. Employees will not be required to utilize these Tuition Reimbursement funds for Department-mandated training.

672. Should an employee not have access to the technology necessary for an on-line process, departmental human resources staff will facilitate the reimbursement process during employee worktime.

C. INSERVICE TRAINING

673. The City agrees to institute inservice training for represented employees by mutual agreement. Training may include, but is not limited to, instruction that will qualify for required CE credits, certificate and license requirements as required for continued employment in the employee's current classification. Required attendance shall be considered a duty assignment for purposes of payment of salary.

D. EDUCATIONAL LEAVE

674. Educational leave may be granted for the purpose of educational or vocational training in a field related to the employee's current position and any training to which a veteran is entitled pursuant to the laws of the United States or the State of California.

675. Educational leave may be approved for appointees for a period of up to one (1) year. Requests for educational leave of longer than one year must be renewed each year.

676. An employee on educational leave shall not accept other employment without approval of the appointing officer except for employment in vacant positions with the City and County during school vacations.

677. As soon as records are available, the employee shall periodically present to the appointing officer a record of completed educational work.

E. WORK TRAINING PROGRAM

678. Employees in permanent civil service appointment may be approved with pay to attend accredited educational institutions for up to sixteen (16) hours in any one (1) week, to attend classes during regular working hours. Work training program hours shall not count towards required onsite work hours. Participants in the Work Training Program must attend an accredited educational institution approved by the Human Resources Director. Subject to the availability of funds, the following is required:

679. 1. Permission to attend classes during regular working hours must be approved by the Appointing Officer and the Human Resources Director or their designees. Approval is subject to the availability of funds for replacement of employees, where replacement is required. Employees approved to participate may enroll in classes through the program for up to two (2) years. At the conclusion of each semester, employees must submit unofficial transcripts to their departmental personnel officer from the approved accredited educational institution to qualify for the next semester. The Appointing Officer and the Human Resources Director or their designees may approve the request subject to availability of funds for replacement where replacement is required. After two (2) years of participation in the program, employees may reapply for the program. Qualified employees who reapply shall be placed at the bottom of the waitlist of qualified applicants. The cost to the City of the Work Training Program shall not exceed $500,000 per fiscal year. Unused funds shall not be carried forward from fiscal year to fiscal year.

680. 2. Eligible Employees. Any permanent civil service employee who works at least forty (40) hours per week with a minimum of one (1) year continuous service in any classification represented by the Union immediately prior to receipt of application is eligible for the Work Training Program.

681. 3. Pre-Approval. Applications shall be accepted on a first come, first serve basis. Application for the program shall be administered by the Department of Human Resources. Courses must be related to a degree, certification or other minimum qualification of a City job class the applicant aspires to. Application to the program requires pre-approval by the Appointing Officer or designee and the Human Resources Director or designee, neither of which shall be unreasonably denied. Such application for the program shall be made prior to enrollment in an accredited educational institution. Should the employee not have access to the technology necessary for an on-line process, departmental human resources staff will facilitate the application process during employee worktime. All applications shall be accepted through an online website. The City shall announce on the DHR website the date online applications are accepted and the deadline date for submission. The City will notify the Union and employees who may be eligible, at least 60 days prior to the application date. Applicants shall be notified if they are approved or rejected from the program within a reasonable period.

682. 4. Not later than July 1, 2023, the City and the Union shall meet to discuss potential avenues of career advancement (e.g., Museum Guard to Parking Control Officer, Medical Evaluations Assistant to Registered Nurse), and, if mutually agreed, expand the Work Training Program. In the event that there are qualified applicants from the same classification, citywide seniority will be the determining factor. In the event of applicants with the same citywide seniority date, classification seniority shall be the determining factor.

683. 5. Such assigned time with pay for educational purposes shall only be granted when the class session is during a regular work shift and the employee cannot be reassigned to another work shift.

684. 6. Such assigned time for educational purposes shall not be granted if the course is available at a time other than the employee's regular work shift.

685. 7. Such assigned time for educational purposes with pay shall not be granted to employees who are eligible for other benefits through the Veterans' Administration, the State Department of Veterans' Affairs or other benefit programs.

686. 8. The department head will be responsible for reviewing and checking the attendance of the employee in class during the specified assigned time and the employee on such assigned time must return to work status when school is not in session. Continued participation in the program shall be subject to successful completion of the courses enrolled and attended each semester. Qualified employees must submit proof of course completion at the end of every semester prior to reapplying for continued participation in the program. Qualified employees must receive passing grades on all courses enrolled and attended under the program in order to continue participation in the program.

687. 9. Employees granted such time to attend classes, who leave City employment voluntarily, prior to a two (2) year period following completion of the educational course or courses shall be required to repay an amount equivalent to the payroll cost of such assigned time for leave for the Work Training Program.

F. SPECIAL EDUCATIONAL LEAVE FOR HEALTH RELATED PERSONNEL

688. Each regularly scheduled full-time or part time employee (excluding as needed employees) who works a minimum of 20 hours per week and who has served in one of the classifications enumerated below for more than ninety (90) days which requires a valid license or re-licensure, certification or re-certification or registration or re-registration, shall be allowed the necessary number of hours of educational leave with pay per re-licensure cycle to attend formally organized courses, institutes, workshops or classes that relate to the particular classifications' studies to fulfill the requirement.

689. Such educational leave with pay shall include CPR certification for LVN's, LPT's and other classifications who are required to re-certify CPR for re-licensure, if DPH does not provide CPR on an in service basis.

690. It is the intent of the Board of Supervisors that leave pursuant to this paragraph shall be granted subject only to the reasonable staffing requirements of the departments and that in the granting of such leave, preferences shall be given to the employee having the earliest re-licensure date.

2112 Medical Records Technician
2202 Dental Aide
2204 Dental Hygienist
2302 Nursing Assistant
2303 Certified Nursing Assistant
2305 Psychiatric Technician
2310 Surgical Procedures Technician (those who possess a LVN license)
2312 Licensed Vocational Nurse
2314 Public Health Team Leader
2390 Sterile Processing and Distribution Tech
2392 Senior Sterile Processing and Distribution Technician
2430 Medical Evaluations Assistant

2450 Pharmacist
2454 Clinical Pharmacist
2471 Radiologic Technologist I, II, III
2472 Radiologic Technologist Lead
2473 Diagnostic Medical Sonographer I, II, III
2474 Diagnostic Medical Sonographer Lead
2574 Clinical Psychologist
2585 Health Worker I
2586 Health Worker II
2587 Health Worker III
2588 Health Worker IV
2622 Dietetic Technician
2624 Dietician
2626 Chief Dietician
2920 Medical Social Worker
2922 Senior Medical Social Worker
2930 Behavioral Health Clinician
2931 Marriage, Family and Child Counselor
2932 Senior Behavioral Health Clinician
2940 Protective Services Worker (Public Conservator Specialty)
2944 Protective Services Supervisor (Public Conservator Specialty)

691. During the term of the Agreement, the parties may mutually agree to add additional classifications to this list.

LVN/LPT Educational Leave

692. Each fulltime and regularly scheduled part-time LVN/LPT shall be allowed a maximum of twenty-four (24) hours educational leave with pay per fiscal year or a prorata share thereof to complete programs approved by the California Board of Licensed Vocational Nurses/Licensed Psychiatric Technicians for Continuing Education Units, Continuing Medical Education, California Board of Registered Nurses or which are necessary to achieve the particular classification's recertification or relicensure or which promote professional nursing development and education. Up to eight (8) unused educational leave hours not used in the present fiscal year may be rolled over into the following fiscal year. At no time shall the Educational Leave balance exceed 32 hours for each individual.

693. Mandatory, in-house training shall not be counted toward the educational leave hours allotted for in the paragraph above.

G. TRAINING, RETRAINING AND CAREER DEVELOPMENT COMMITTEE

694. The City and County of San Francisco supports the development of career ladder proposals and various programs of training, retraining, mentoring, and career development for City employees to be coordinated through the Department of Human Resources, the operating departments, and the Union.

695. The Union and the City agree to the creation of a Joint Training, Retraining, and Career Development Committee.

696. The Committee shall consist of four (4) City representatives and four (4) Union representatives who shall meet at least quarterly to discuss issues related to training, retraining, cultural competency, and career development. Where possible, these programs shall be incorporated into existing department training budgets. In the event that new programs exceed existing training budgets, a fund shall be established in an amount no greater than $250,000 for the term of this MOU. Funds not spent in any year will carry over into the next fiscal year. The parties shall exercise all reasonable efforts to begin providing programs by September 2014.

697. The Committee shall also establish an on-line training program on Workplace Bullying, subject to approval by the Department of Human Resources, which shall be made available to all SEIU-represented employees.

698. The committee is to consider and publicize training programs to be available on a voluntary basis for employees laid-off, and who are either still working for the city or on a holdover list, or who are given layoff notice during this MOU term, in order to enhance rehire/reassignment qualifications within the same or related classification. The Committee may also consider training programs to be available to all employees represented by the Union.

699. The Parties agree to jointly advocate for the inclusion of public employees in any future Local, State or Federal legislation providing for training and retraining programs.

700. Additionally, the Committee may also consider relevant training issues, including, but not limited to, career paths, joint training programs, CPR and AED training, and employee development designed to enhance employees' readiness to perform effectively in changing work environments.

701. Accordingly, the Employee Relations Division will request the Human Resources Director to designate appropriate staff persons to coordinate the establishment of such programs.

H. TRAINING FOR CLASS 2580 CORONER'S INVESTIGATORS

702. For any training which the Chief Medical Examiner requires of Class 2580 Coroner's Investigators, the City shall reimburse such investigators for expenses directly related to that training including tuition.

I. TRAINING FOR CERTAIN CLASSIFICATIONS

Office of Public Defender Investigators

703. The Office of the Public Defender agrees to provide equipment for Public Defender Investigators such as various photographic and recording equipment and supplies, as to be determined by the Department.

Diagnosis Coding

704. In the event that significant changes are made to Diagnosis Coding or Diagnosis Coding Procedures implemented by the City, the City shall provide appropriate training to employees in positions who perform this task. In addition, training shall be provided when an employee gets a new or different assignment to perform coding duties.

Human Service Workers

705. The City and the Union agree to meet and confer to explore options designed to enhance the social casework, counseling, career planning and employment skills for human service workers. The goal is to identify an academic process for career advancement. In addition, for the term of this Agreement, the Human Services Agency (HSA) will continue the existing department practice of providing basic support classes through the current partnership program with the City College of San Francisco and courses offered through the "Human Services Certificate" program.

706. Prior to adopting new software portals, employees shall receive available training in their use. This training shall be conducted in alignment with vendor, state, or federal government guidance and mandates.

Notary Certification Exam

707. The City agrees to reimburse the cost of the California Notary Public Examination to an employee who volunteers, and is then instructed by the employee's Appointing Officer or designee, to take the California Notary Public Examination so that the employee can routinely provide notary services as part of the employee's regular job assignment.

Juvenile Justice Center Workers

708. All employees assigned to work in the Juvenile Justice Center (JJC) shall receive no less than one additional day of training per year in working with adult (18-25) populations, including defensive tactics and extraction techniques. Protective equipment will include helmets, shields, shin guards and knee guards.

Department of Homelessness and Supportive Housing

709. All new HOM employees who are required to access CareLink on an ongoing basis as part of their regular job duties will receive training commensurate with their assigned job duties.

J. TEMPORARY EXCHANGES FOR TRAINING PURPOSES

710. Employees holding permanent civil service appointment in positions under different appointing officers or in another public agency, may, upon their written request and with the approval of the appointing officers concerned and the Human Resources Director, be exchanged in positions in the respective departments or other public agency for a period not to exceed one (1) year for training and development purposes; provided that the employees so exchanged must be permanent employees in the same class or in occupations deemed by the Human Resources Director, to be closely related in duties and responsibilities, training and experience requirements, and further provided that such temporary training service may be terminated by either appointing officer at any time during such training period.

711. Employees so exchanged will remain on the permanent payroll of their regular department and time reports will be maintained in the second department or other public agency and submitted to the original department for timekeeping purposes. Exchange assignments shall be recorded on employee history cards and employees shall be credited for the performance of the duties in the exchanged position. Employees temporarily assigned for training and development under this

section of the rule will be considered as employees of the original department for any disciplinary action necessary under the Charter.

K. PROTECTIVE SERVICE WORKER LICENSING SUPERVISION PROGRAM

712. The City agrees to develop a Licensing Supervisor Program for Protective Service Workers in classes 2940/42 & 2944. An employee will be responsible for making individual arrangements with clinical supervisors for after-hours supervision. Eligible employees will pay the employee providing the supervision from their own funds, and will then submit the payment for reimbursement through the SEIU TUITION REIMBURSEMENT Fund. The maximum amount allowable from this fund for this purpose is $500.00 per employee per fiscal year. Funds will be issued (reimbursed) on a first come, first served basis.

713. The Department of Human Services will develop criteria for participation in the program taking into account state guidelines and/or requirements, a mechanism for enrollment of participants and prior approval of reimbursement from the Fund, and criteria for payment of clinical supervision, in consultation with the Union.

714. The City will monitor use of the Fund attributed to this program and the balance remaining in the fund each year. The Department will request funding in its annual budget, as needed, for continued operation of the Supervision Program.

Licensure Requirements

715. Licensed Clinical Social Workers (LCSW): LCSW's must complete the State-mandated required hours of work experience. LCSW candidates must have at least one (1) hour of direct face-to-face supervision for each week of work experience. Candidates for the LCSW license have six (6) years in which to acquire these supervised hours.

Marriage and Family Therapist

716. MFT's must complete the State-mandated required hours of post-degree experience. MFT candidates must receive at least one (1) hour per week of face-to-face supervision for every ten (10) hours of direct client counseling. Candidates for MFT license have six (6) years in which to acquire these supervised hours.

Supervision

717. Licensing: The City or the Department of Human Services will develop a list of Protective Services staff who are eligible to provide LCSW and/or MFT supervision. Staff will be required to provide proof of current licensure of 15 hours of state-approved supervision training for LCSW's. There is no maximum number of participants each employee may supervise, however those providing clinical supervision are expected to use judgment regarding the number of workers that can be reasonably supervised at any one time. Protective Service Worker staff seeking LCSW or MFT supervision may contact any person on the list of staff eligible to provide the supervision. Protective Service staff seeking supervision and Protective Service staff providing supervision must mutually agree to the assignment.

718. The appropriate California State Licensing Agency is responsible for investigating any liability issues arising from clinical supervision. Protective Service staff providing clinical supervision are encouraged to obtain liability insurance.

Licensing Candidate Commitment

719. Candidates for LCSW or MFT license will be required to register their application with the appropriate California State Licensing Agency and submit this information to the supervisor prior to receiving hours for licensing supervision. Candidates are required to make a two-year employment commitment to the City in return for licensing supervision. For those workers fulfilling their Title-IV-E service commitment to San Francisco, the two (2) years will be in addition to their 1 or 2 year Title IV-E agreement.

720. The voluntary agreement can be terminated by the employee under specific conditions such as unavoidable changes in personal or family circumstances. If an employee voluntarily terminates employment with the City prior to the completion of the two-year commitment, the employee shall reimburse the City the amount of $500.00 to offset the cost of licensing supervision.

L. SMART TRAINING

721. The City agrees to complete appropriate safety training, including, but not limited to, SMART training for Class 2736 Porters; Class 1428 Unit Clerks; Class 7524 Institutional Utility Workers, and other members of this bargaining unit, whose duties require their presence in locked, patient care areas. Subject to available resources, refresher trainings shall be given to these employees at least every two (2) years. The parties agree to meet to discuss whether additional employee classifications should be added to the above list.

M. CITYWIDE SAFETY TRAINING PROGRAM

722. The City agrees to initiate a citywide safety training program to ensure, to the maximum extent possible, the maintenance of safe, violence-free, worksites.

N. SUPERVISOR TRAINING

723. The City shall provide supervisors with 24-PLUS training, or equivalent.

724. The City agrees that the Department of Public Health will provide LEAN Certification and EPIC Certification to DPH supervisors.

725. The Department of Public Health (DPH) will establish a workforce development committee to look at ways to provide training to develop staff for future opportunities. The committee will meet quarterly and there will be a maximum of 3 representatives for each side.

726. All new DPH employees who are required to access EPIC on an ongoing basis as part of their regular job duties will receive training commensurate with their assigned job duties.

O. HEALTH AND SAFETY TRAININGS

727. The City and the Union agree that it is in the parties' interests that employees receive job-related training to ensure competency in their job classifications, as well as a safe work environment. Therefore, in addition to training mandated by the City or a City agency or department, the City agrees to offer elective training to Union members upon request and certification by the Appointing Officer or designee that the training would promote those interests. Notwithstanding the foregoing and provided that the Appointing Officer or designee certifies that an employee

interfaces directly with members of the public when performing the employee's job duties, beginning on June 30, 2020, the City shall provide training on recognizing, identifying, and working with persons with mental illness and developmental disabilities upon the request of the employee.

ARTICLE VI – HEALTH & SAFETY

A. HEALTH AND SAFETY

Policy

728. The City acknowledges its responsibility to provide safe, healthful work environments for City employees and users of City services. Every employee has the right to safe and healthful working conditions, including the right to functioning and effective heating, cooling, and ventilation systems in indoor workspaces. The City agrees to continue its Citywide safety training program to ensure, to the maximum extent possible, safe, violence-free worksites. Employees shall have input into the safety training programs in their respective departments.

729. Upon request of the Union, Departments will meet with the Union to discuss and address safety concerns relating to facilities or other spaces where employees are assigned to work while the facility or space is open to the public. These discussions may include proposals to provide cellular phones, personal alarm devices, additional security personnel, security escorts to and from public transportation depots and parking facilities during and proximate to the workday, and/or other options where appropriate.

730. The City agrees to maintain and regularly update its Illness and Injury Prevention Program, which may include training programs for designated Departmental in-house safety officers. Departmental in-house safety officers shall be encouraged to seek input from the Joint SEIU Labor-Management Occupational Health and Safety and Workers' Compensation Committee, as defined in paragraph 741, if available.

731. Where the employee has a good faith belief that a work assignment presents health and safety risks outside those normally associated with the work, the employee may refuse to begin or continue a work assignment.

732. When in such a case an employee declines to begin or continue a work assignment, the employee shall notify the in-house safety officer of the situation. The in-house safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the in-house officer, and until the officer has made a determination of the safety, the employee shall not be required to perform the disputed assignment. The City shall post in all areas where notices are regularly posted the name and contact information of the safety officer and update as necessary via e-mail if the safety officer changes.

733. If the safety officer determines that the complaint is valid, that decision shall override the "departmental" management decisions, including abatement procedures or employee re-assignments. If, after investigation, the in-house officer determines that the work assignment does not present an unsafe condition, the officer shall notify the employee. The employee shall then have the following options:

1. continue the work in reliance on the decision;
2. request a re-assignment, which shall not be unreasonably denied; or
3. continue to refuse the work assignment.

734. If the employee elects option three, the employee shall not be paid unless the employee executes an agreement that if it is ultimately determined that the complaint was invalid, the money shall be repaid to the City. If it is ultimately determined that the employee's complaint was valid, and

the employee has not elected to be paid, the employee shall be made whole for all lost wages and benefits.

735. Employees shall not be subject to discipline or retaliation for exercising any rights under this Section unless it is finally determined that the employee's complaint was made or pursued in bad faith or for ulterior motives unrelated to the merits of the dispute.

736. The Union may employ or assign its own safety consultant to investigate the situation in conjunction with the City's in-house officer. If after consultation between the two, the dispute remains unresolved, it shall be submitted for final determination to a neutral arbitrator selected pursuant to the provisions of the section covering Expedited Arbitration (paragraphs 644 - 646) or another mutually agreed upon third party.

Information

737. The City's Department of Human Resources Worker's Compensation Division shall provide the Union with reports on all work-related injuries and illnesses. These reports shall include the nature of the illness or injury, cost of injury, and other information reasonably available in the electronic claims system for the purpose of evaluating injury trends, identifying prevention strategies, and making recommendations for safety improvements. For privacy reasons, individual employee claims and health information will not be disclosed.

738. City departments will provide the Union with copies of their annual OSHA Form 300 and Cal/OSHA Form 300 (a), or their equivalent, which report employee industrial injuries, illnesses and chemical exposures, upon written request.

Assault Against City Workers

739. Upon written request of the Union, the Department of Human Resources agrees to provide a report on incidents of assault against City workers, including information on department and classification of injured employees to the Union which shall be no more often than quarterly.

740. The City agrees to continue posting signage to educate the public regarding assault on City workers, including penalties for assaults on City workers, with the purpose of reducing assaults.

741. If an employee is assaulted or reports a threat of an assault during the workday and/or on City premises, the City shall make EAP or other counseling services available to the employee and witnesses of the assault, during their working hours with no loss of pay. The parties acknowledge the importance of the EAP process and counseling and will work collaboratively to improve these services for bargaining unit members. The City will make best efforts to expand EAP capacity, with priority for employees who are victims of assault.

Joint SEIU Labor-Management Occupational Health and Safety and Workers' Compensation Committee

742. There is hereby created a Joint Labor-Management Occupational Safety and Health and Workers' Compensation Committee consisting of six (6) persons appointed by the Union and six (6) persons appointed by the Mayor. The Committee shall be co-chaired by one representative designated by the Union and one representative designated by the City. Appointees of the Union shall serve on released time subject to departmental approval which shall not be unreasonably

denied. Labor representatives are recommended to be from among the top twelve City departments in terms of Workers' Compensation costs per employee.

743. The Committee shall begin to meet at least once each quarter, or more frequently as may be mutually agreed. The Committee will consider health and safety hazards and workers' compensation issues (as listed below) brought to its attention by members of the Committee.

744. 1) Identify workers compensation training and education needs of employees in SEIU-represented classifications.

745. 2) Provide a forum for labor to have input on workers compensation issues of concern, including return-to-work programs for injured employees.

746. 3) Review and discuss various CCSF and industry reports related to workers compensation activities, and make recommendations to the Department of Human Resources for possible implementation.

747. 4) Review and discuss safety of City vehicles used by represented employees. City departments will provide maintenance and repair records to an employee, the Union, or the Committee upon request.

748. 5) Review and recommend uniform policies and procedures related to the use of City vehicles and employees' personal vehicles for City business.

749. 6) Review and discuss building safety to address the maintenance of safe worksites, interior and exterior lighting, secure escorts, and security personnel at "high risk" work locations.

750. 7) Consider and evaluate trainings that may be made available to represented employees whose regular, daily job duties require the employees to interface and address potential conflicts with the general public.

751. The committee is also charged with studying and identifying elements of SF Environment Code Chapter 1, the Precautionary Principle Policy, that apply to occupational health and safety, and promoting compliance with this policy in such regard.

752. The committee shall make a report to the Board of Supervisors and the Union each September regarding its activities.

<u>Tenderloin/SOMA Safety Committee</u>

753. No later than October 1, 2022, the City and the Union shall establish a Tenderloin/SOMA Safety Committee to discuss safety issues for employees who regularly work in the Tenderloin area. The committee shall include three members appointed by the Union and three by the City. The committee shall meet quarterly. The goal of the members shall be to make joint City-Union recommendations to the Director of Human Resources for measures the City to adopt to improve employee safety in the Tenderloin and SOMA.

Personal Protective Equipment (PPE)/Safety Labor Management Committee

754. The City shall provide PPE consistent with Federal, State and Local mandates. No later than October 1, 2022, the City and the Union shall establish a PPE/Safety Committee to discuss safety issues in the workplace, including the provision of PPE. The Committee shall meet twice annually. The goal of the members shall be to make joint City-Union recommendations related to the use and the provision of appropriate PPE.

Department of Public Health

755. Not later than January 1, 2023, the Department of Public Health will make available anti-fatigue mats for employees in the Food Service Worker Classifications at SFGH, needle stick clean-up equipment (tongs, tweezers and grabbers) for community use, and radios at SFGH for employees assigned to transport patients on-site where regular cell phone coverage is nonexistent. Prior to January 1, 2023, the Department will meet and discuss placement of those items with the Union.

Fine Arts Museum

756. Upon request of the Union, the Fine Arts Museum and the Union will meet and discuss options for appropriate seating for museum guards. By January 1, 2023, the Fine Arts Museum will make such seating as agreed to by the parties available to Museum Guards at a labor management meeting.

Asian Art Museum

757. Upon request of the Union, the Asian Art Museum and the Union will meet and discuss options for appropriate seating for museum guards. By January 1, 2023, the Asian Art Museum will make such seating as agreed to by the parties available to Museum Guards.

Asbestos Abatement Requirements

758. The City will comply with the requirements provided for in the Asbestos Hazardous Abatement Reauthorization Act, ASHARA, and will use the requirements provided by CAL-OSHA in order to schedule regular hazardous substance screening for all custodians and any other employees at risk.

Computer Equipment Working Conditions

1. Policy

759. The City and the Union agree that employees working on computer equipment shall have safe and healthy work environments. This environment shall comply with any applicable regulatory requirements and promote employee health and safety. The City agrees upon request of the Union to meet and confer on ways to reduce employee health risks associated with prolonged use of computers.

2. Eye Examinations

760. The City agrees to provide a base line eye examination, followed by annual eye examinations for all employees required to use computers. This subject will be given further review by the Joint Labor/Management City Safety Committee as referenced above.

3. Breaks

761. Every employee working on a computer shall be required to take break away from the employee's screen of at least fifteen (15) minutes after two (2) hours of continuous computer work. In the event the normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the computer for fifteen (15) minutes after two (2) hours of continuous computer work.

4. Physical Plant

762. The City agrees to provide a combination of adjustable furniture, adequate lighting, and accessories that will allow employees who work with computers to work in appropriate seated postures to minimize discomfort and prevent injury.

5. Inspection of Machines

763. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

6. Pregnancy

764. Upon request, a pregnant employee shall have the right to be assigned duties or to be temporarily appointed to another position away from computers for the duration of pregnancy.

Right to Know

765. Material Safety Data Sheets are available for inspection by employees and/or their Union representatives. Inspections may be coordinated through the Departmental Personnel Officer or Safety Coordinator.

Mace Training

766. Departments may designate employees, other than uniformed members of the Police and Sheriff's Departments, but including Juvenile Court Counselors, whose position, hours and/or work location would warrant training in the use of mace. Training shall be given at no cost to the employee. An initial supply of Mace, replacement when needed, and a suitable holder shall be provided at no cost to the employee. Benefits provided by this Section shall not exceed a total cost to the City of $10,000 in any fiscal year.

Infectious Waste

767. The City shall provide training to all employees in classification 2708 (Custodian) and 2706 (Housekeeper/Food Service Cleaner) regarding proper procedures for infectious waste.

Traumatic Event

768. The City will make available a trained CISD (Critical Incident Stress Debriefing) person to meet with employees who experience a traumatic event during the course of employment.

Costs of Additional Laboratory Analysis Regarding Substance Abuse Policy at San Francisco International Airport

769. The Airport will pay the costs of the additional laboratory analysis and review by the Medical Review Officer (MRO) of the new result, as well as the cost of transfer of the specimen to the second laboratory. If the test of the split sample causes the original test to be voided or to be

determined as negative, the Airport will reimburse the employee for any costs collected in advance.

ARTICLE VII – LEAVES OF ABSENCE & RETURN TO DUTY

A. LEAVES OF ABSENCE

770. Requests for leave shall be subject to the approval of the appointing officer or designee. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.

771. Except for vacation leave, witness or jury duty leave, compulsory sick leave, or disability leave, an employee requesting a leave for more than five working days shall submit such request to the appointing officer or designee. 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 social worker**,** licensed doctor of chiropractic, optometrist, nurse practitioner or nurse midwife within the scope of their practice as defined by state law. 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 provision shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee, provided that the employee has been previously notified in writing that such certification will be required for absences of less than five (5) days.

772. Except as otherwise provided in these provisions, 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.

773. 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 section, or for authorized holiday, compensatory time off**,** or vacation, leaves shall be without pay.

774. An authorized leave granted under this section shall not be considered as a break in the continuous service of an employee.

Sick Leave – General Requirements

1. Eligibility for Sick Leave

775. Subject to these provisions, employees who are absent from their duties because of illness or disability are eligible for sick leave.

2. Types of Sick Leave

776. A leave granted under this provision for one of the following reasons shall be known as "sick leave".

777. a. Sick Leave for Medical Reasons

778. b. Quarantine

c. Bereavement

779. (1) Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner,

sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three working days and shall be taken within 30 calendar days after the date of death; however, two additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

780. (2) Absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one working day; however, two additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

The City will align the bereavement leave benefit for represented employees with the Civil Service Commission's rule on such leaves of absence including any future amendment or change to such rule. The City provides for informational purposes only the proposed amendment to Civil Service Rule 120.7.3 to be considered by the Commission.

120.7.3 Sick Leave - Bereavement

Absence because of the death of the employee's spouse or domestic partner, parents, stepparents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, stepchild, adopted child, grandchild, 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 five (5) working days and shall be taken within three (3) months after the date of death.

For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one (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.

The appointing officer or designee to whom a request for bereavement leave under this rule is made may request verification of a qualifying family member's death within 30 days of the first day of the employee's leave, as authorized by California Government Code section 12945.7(f).

d. Sick Leave - Maternity

781. Maternity leave shall not exceed six months provided that such leave may be extended for employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this section governing sick leave without pay.

e. Sick Leave - Illness or Medical Appointment of Child or Dependent Adult

782. 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 or because of the illness, injury or medical or dental appointment of a dependent adult.

783. f. Sick Leave – Compulsory

3. Retirement Automatically Terminates Sick Leave

784. Sick leave shall automatically terminate on the effective date of an employee's retirement.

4. Abridgment of Sick Leave

785. Sick leaves granted in excess of five (5) working days shall be abridged if the employee presents to the appointing officer or designee medical evidence of capability to resume all the duties of the position

Sick Leave with Pay

1. Sick Leave with Pay Eligibility

786. 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 section regardless of length of service and except that an authorized leave of absence with or without pay granted under this section shall not be considered as a break in the continuous service of an employee.

787. 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.

788. There shall be a limit on the accumulation of sick leave of 1040 hours.

789. No single employee may contribute more than six (6) months of accrued sick leave to the catastrophic illness program.

790. The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Agreement shall in no way inhibit or restrict the right of an appointing officer to establish reasonable and uniform standards.

791. The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Agreement shall in no way inhibit or restrict the right of an appointing officer to establish reasonable and uniform standards of attendance.

2. Prohibition Against Employment While on Sick Leave with Pay

792. 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.

3. Calculation of Sick Leave with Pay Credits

793. Sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding, 1) overtime exceeding 40 hours per week and 2) holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate. Employees working a ten (10) hour shift shall earn sick leave at the rate of .0625 hours per hour worked until they earn 104 hours of paid sick leave. For twelve (12) hour shift employees the rate shall be .075 per hour worked.

4. Disbursement of Sick Leave with Pay Credits

794. Sick leave with pay credits shall be used and deducted at the minimum rate in units of one one-quarter (1/4) hour for those employees whose credits are calculated in hours.

5. Conversion of Sick Leave with Pay Credits from Days to Hours

795. 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.

6. Employees Injured by Battery and/or Assault (To be referred to as Battery in this Section)

796. Sick leave under this section shall not be charged against earned sick leave with pay credits.

797. Approved sick leave under this section shall be paid retroactive to the first day of injury.

Sick Leave without Pay

798. Sick leave without pay may be approved for employees for the period of the illness provided that requests for prolonged leave shall be renewed every six (6) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year unless a designated physician advises that there is a reasonable probability that the employee will be able to return to employment.

1. Prohibition Against Employment While on Sick Leave Without Pay

799. 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 grants permission for the employee to engage in outside employment.

Compulsory Sick Leave

800. 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.

801. The appointing authority shall notify the employee in writing of the specific incidents or behavior that is considered to cause risk to co-workers, the public or the employee.

802. 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. If the examining physician determines that the employee is not medically or physically competent and recommends the imposition of sick leave, the physician shall specify the duration of such leave.

803. At the request of the employee, the appointing authority or designee at the level of Departmental Manager shall meet with the employee - and if the employee requests, a representative of the Union - prior to the imposition of a compulsory leave. The employee shall be informed of the employee's right to have a representative present.

804. Written notice of the imposition of compulsory leave shall be sent to the employee prior to the effective date of the leave.

Appeal of Imposition of Compulsory Sick Leave Following Re-examination

805. An employee placed on compulsory sick leave may appeal the imposition of compulsory sick leave to the Human Resources Director within fifteen (15) calendar days of the effective date of the leave. The Human Resources Director shall appoint a medical specialist not in the City and County service who practices in the City and County of San Francisco, to conduct an evaluation and to report the findings. This evaluation shall be conducted at the cost of the City and County. The decision of the medical specialist shall be final and no further appeal shall be allowed. If the medical specialist confirms the compulsory sick leave, the specialist shall specify the duration of the leave.

806. An employee may 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. The compulsory sick leave may be abridged with the approval of the physician designated by the Human Resources Director.

Disability Leave

807. 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 following the 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.

808. 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.

809. Failure to exercise the option to supplement disability indemnity payments within 90 calendar days following release from disability leave will preclude later requests.

810. Supplemental disability credits shall be used at the minimum rate in units of one hour.

811. 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.

812. 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.

813. 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.

814. 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.

815. 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.

816. 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.

Use of Sick Leave with Pay Credits to Supplement State Disability Insurance

817. Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one hour.

818. Vacation, CTO, or other paid time as well as SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one-hour provides up to, but does not exceed, the regular take home salary the employee would have received (excluding voluntary or optional deductions) for the normal work schedule excluding overtime.

819. An employee who wishes not to supplement, or who wishes to supplement with compensatory time, vacation or floating holidays must submit a written request to the appointing officer or designee within seven calendar days following the first date of absence.

820. 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.

Military Leave, War Effort and Sea Duty Leaves

Military Leave

1. Military Leave - Authority

821. Military leave is governed by the provisions of applicable Federal and State laws, by Charter provision and by this provision.

2. Military Leave - Time of War

822. Leaves of absence shall be granted to officers and employees for service in the armed forces of the United States or the State of California or for service on ships operated by or for the United States government in time of war and for a period not to exceed three months after the conclusion of such service, but not later than one year after the cessation of hostilities, except in case of disability incurred while in active service with the armed forces or the merchant marines when such disability shall extend beyond such period.

3. Military Leave - Time of Peace

823. Whenever any officer or employee shall, by order of the government of the United States or by lawful order of any of its departments or officers, or by lawful order of the State of California, or any of its departments or officers, be directed in time of peace to report and serve in the armed forces of the United States, or in the armed forces of the State of California, said officer or employee shall be entitled to a leave of absence from the employee's office or position during the time of such service and for a period not to exceed three months after the expiration thereof.

4. Military Leave - Permanent Appointees

824. 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.

5. Military Leave - Proof of Duty

825. 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.

6. Military Leave - Salary While on Temporary Leave

826. Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one year continuously prior to the date upon which temporary military leave not exceeding 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 30 calendar days

of such military leave in any fiscal year or more than 30 calendar days during any period of continuous military leave.

War Effort Leave

827. The Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees during time of war for service directly connected with the prosecution of the war or national defense or preparedness.

Leave for Sea Duty as Licensed Officer

828. 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.

Leave to Accept Other City and County Position

829. Such leave by an employee may be approved for the duration of such appointment

Leave for Civilian Service in the National Interest

830. Such leave may be approved for permanent appointees for a period of up to one year. Requests for such leave of longer than one year must be renewed each year.

Leave for Employment as an Employee Organization Officer or Representative

831. Leave for permanent appointees may be approved for the duration of such service.

Family Care Leave

832. Permanent employees who have one or more years of continuous service in any status may be granted up to one year of unpaid family care leave for the following reasons:

833. 1) The birth of a biological child of the employee;

834. 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;

835. 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

836. 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.

837. Family care leave is unpaid leave. At the employee's request, and when approved, family care leave shall 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.

838. Paragraphs 831 through 836 above shall apply to non-permanent employees.

Witness Leave

839. An employee who is summoned for witness shall be entitled to leave with pay less the amount of witness fee paid for the period required for such service. An employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested.

840. Paid witness 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. But employees shall not be expected to work on any shift on days they have served as a witness.

841. An employee who takes vacation leave while on witness leave shall receive regular salary.

Religious Leave

842. Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.

Personal Leave

843. Personal leave for permanent employees may be approved for a period of up to 12 months within any two-year period.

B. RETURN TO WORK

844. The City will make a good faith effort to return an employee whose request for reasonable accommodation is pending, or an employee who is pregnant or who has sustained an injury or illness and whose doctors certify that the employee is temporarily unable to perform specified aspects of the employee's regular job duties to temporary modified duty within the employee's medical restrictions. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. 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. The City will make a good faith effort to avoid assigning the employee to work on a different shift or different days off, and will appropriately train the employee for the new assignment. 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.

845. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be

supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule.

846. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Written requests made subsequent to this time shall be effective at the start of the payroll period following the request. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

847. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

848. Sick leave with pay, vacation or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

849. Notwithstanding any other provision of this Agreement, the supplemental disability income credit program shall continue in effect during the term of this Agreement, except that the employee’s pay shall be supplemented under the program up to the employee’s approximate net pay rather than gross pay.

C. FAMILY MEDICAL LEAVE

850. The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act.

ARTICLE VIII– SCOPE

A. FINALITY OF AGREEMENT

851. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This agreement may be modified, but only in writing, upon the mutual consent of the parties.

852. In the event management seeks to institute a change in methods or operations within the scope of representation under state law or the charter which it believes is not covered by this Agreement, the parties shall begin to meet and confer as required by state law within fifteen (15) working days from the date receipted written notice is received by the Union at the affected Union's executive offices. Said notice shall state the proposed change, an explanation of the reason(s) for said change, as well as the effect on represented employees that would result.

853. Management, except in the event of an emergency as defined by state law, shall advise the union of the date of the intended implementation of such proposed change, which shall be no sooner than forty (40) working days from the date receipted written notice is received by the Union.

854. In the event the parties do not reach agreement thereon, the union may grieve and take to expedited arbitration such disagreements as it may have. The authority of the arbitrator is to determine:

855. 1. Whether the city's proposed change(s) violate the terms of this agreement and, if so, what shall be the remedy;

856. 2. To determine whether there are negative practical consequences of any such proposed changes on wages, hours benefits or other terms and conditions of employment as to which the parties have not agreed and, if so, how such consequences shall be dealt with. The arbitrator, in making that determination, has no authority to negate the change of methods or operations.

857. 3. The Employee Relations Ordinance in the Administrative Code shall not apply to the application of this section.

858. 4. Failure by either party to engage in meeting and conferring in accordance with this provision will result in forfeiture of such party's rights under this section.

859. 5. Nothing in this agreement shall have application to changes of Civil Service rules excluded from bargaining pursuant to Charter Section A8.409-3 except as they may affect compensation.

B. SAVINGS CLAUSE

860. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the Agreement.

C. HOLD HARMLESS

861. The Union shall assume the defense of, indemnify and hold the City harmless from any and all claims, demands, suits, or any other action arising from agency shop provisions herein, or from complying with any demand for termination hereunder.

D. DURATION OF AGREEMENT

862. This Agreement shall be effective July 1, 2024 and shall remain in full force and effect through June 30, 2027.

863. This Agreement shall remain in full force and effect through that date and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30, 2027, or June 30th of any subsequent year of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.

864. The effective date of those provisions herein that have been determined by the arbitration board established pursuant to Charter Section A8.409.4 shall be the date that the board issues its decision.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2024.

APPROVED AND ADOPTED BY THE MEMBERSHIP OF SEIU LOCAL 1021 ON _____.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____ on _____.

FOR THE CITY

_____

Carol Isen Date
Human Resources Director

_____

Ardis Graham Date
Employee Relations Director

_____

Dania Torres Wong Date
Chief Negotiator

APPROVED AS TO FORM
DAVID CHIU
City Attorney

_____

Jonathan Rolnick Date
Chief Labor Attorney

FOR THE UNION

_____

Theresa Rutherford Date
President, SEIU Local 1021

_____

Kristin Hardy Date
SF Regional Vice President
SEIU Local 1021

_____

David Canham Date
Executive Director, SEIU Local 1021

_____

Oumar Fall Date
SF Regional Director, SEIU Local 1021

_____

Nato Green Date
Chief Negotiator

ATTACHMENT A – LIST OF REPRESENTED CLASSES

ARTICLE I. RECOGNITION

1202	Personnel Clerk
1204	Senior Personnel Clerk
1209	Benefits Technician
1210	Benefits Analyst
1218	Payroll Supervisor
1220	Payroll Clerk
1222	Senior Payroll & Personnel Clerk
1224	Principal Payroll & Personnel Clerk
1226	Chief Payroll & Personnel Clerk
1227	Testing Technician
1302	Customer Service Representative Trainee
1304	Customer Service Representative
1306	Customer Service Representative Supervisor
1310	Public Relations Assistant
1322	Customer Service Agent Trainee
1324	Customer Service Agent
1326	Customer Service Agent Supervisor
1402	Junior Clerk
1403	Elections Clerk
1404	Clerk
1406	Senior Clerk
1408	Principal Clerk
1410	Chief Clerk
1424	Clerk Typist
1426	Senior Clerk Typist
1428	Unit Clerk
1429	Nurses Staffing Assistant
1430	Transcriber Typist
1431	Senior Unit Clerk
1432	Senior Transcriber Typist
1435	Shelter Officer Supervisor
1436	Braillist
1437	Shelter Office Assistant Supervisor
1440	Medical Transcriber Typist
1444	Secretary 1
1446	Secretary 2
1450	Executive Secretary 1
1455	Civil Legal Secretary I
1456	Civil Legal Secretary II
1458	Legal Secretary 1
1460	Legal Secretary 2
1464	Medical Clerk Stenographer

1474	Claims Process Clerk
1478	Utility Services Representative
1480	Utility Services Representative Supervisor
1630	Account Clerk
1632	Senior Account Clerk
1634	Principal Account Clerk
1635	Health Care Billing Clerk 1
1636	Health Care Billing Clerk 2
1637	Patient Accounts Clerk
1662	Patient Accounts Assistant Supervisor
1663	Patient Accounts Supervisor
1664	Patient Accounts Manager
1704	Communications Dispatcher 1
1705	Communications Dispatcher 2
1706	Telephone Operator
1708	Senior Telephone Operator
1710	Chief Telephone Operator
1750	Microphoto/Imaging Technician
1752	Senior Microphoto/Imaging Technician
1760	Offset Machine Operator
1762	Senior Offset Machine Operator
1764	Mail & Reproduction Service Supervisor
1770	Photographer
1771	Media Production Specialist
1774	Head Photographer
1802	Research Assistant
1812	Retirement Analyst
1813	Senior Benefits Analyst
1814	Benefits Supervisor
1820	Junior Administrative Analyst
1822	Administrative Analyst
1840	Junior Management Assistant
1842	Management Assistant
1844	Senior Management Assistant
1920	Inventory Clerk
1922	Senior Inventory Clerk
1924	Materials/Supplies Supervisor
1926	Senior Materials & Supplies Supervisor
1929	Parts Storekeeper
1930	Warehouse Worker
1931	Senior Parts Storekeeper
1932	Assistant Storekeeper
1934	Storekeeper
1935	Principal Parts Storekeeper

1936	Senior Storekeeper
1937	Supervising Parts Storekeeper
1938	Stores & Equipment Assistant Supervisor
1939	Police Evidence Technician
1940	Police Evidence Supervisor
2105	Patient Services Finance Technician
2106	Medical Staff Services Department Specialist
2110	Medical Records Clerk
2112	Medical Records Technician
2114	Medical Records Technician Supervisor
2202	Dental Aide
2204	Dental Hygienist
2302	Certified Nursing Assistant
2303	Patient Care Assistant
2305	Psychiatric Technician
2308	Endoscopy Technician
2310	Surgical Procedures Technician
2312	Licensed Vocational Nurse
2314	Behavioral Health Team Leader
2390	Sterile Processing & Distribution Technician
2392	Senior Sterile Processing and Distribution Technician
2402	Laboratory Technician I
2406	Pharmacy Helper
2408	Senior Pharmacy Helper
2409	Pharmacy Technician
2416	Laboratory Technician II
2424	Diagnostic Imaging Assistant
2430	Medical Evaluations Assistant
2436	Electroencephalograph Technician 1
2450	Pharmacist
2454	Clinical Pharmacist
2467	Diagnostic Imaging Technician I
2468	Diagnostic Imaging Technician II
2469	Diagnostic Imaging Technician III
2470	Diagnostic Imaging Technician IV
2514	Orthopedic Technician 1
2515	Orthopedic Technician 2
2520	Morgue Attendant
2523	Forensic Autopsy Technician
2524	Senior Morgue Attendant
2533	Emergency Medical Services Agency Specialist
2536	Respiratory Care Practitioner
2537	Respiratory Care Practitioner 2
2554	Therapy Aide

2565	Acupuncturist
2573	Clinical Neuropsychologist
2574	Clinical Psychologist
2575	Research Psychologist
2577	Medical Examiner's Investigator I
2578	Medical Examiner’s Investigator II
2579	Medical Examiner’s Investigator III
2583	Home Health Aide
2585	Health Worker 1
2586	Health Worker 2
2587	Health Worker 3
2588	Health Worker 4
2604	Food Service Worker
2606	Senior Food Service Worker
2608	Supply Room Attendant
2618	Food Service Supervisor
2619	Senior Food Service Supervisor
2622	Dietetic Technician
2624	Dietitian
2626	Chief Dietitian
2650	Assistant Cook
2654	Cook
2656	Chef
2706	Housekeeper/Food Service Cleaner
2708	Custodian
2716	Custodial Assistant Supervisor
2718	Custodial Supervisor
2719	Janitorial Services Assistant Supervisor
2720	Janitorial Services Supervisor
2736	Porter
2738	Porter Assistant Supervisor
2740	Porter Supervisor 1
2770	Senior Laundry Worker
2818	Health Program Planner
2820	Senior Health Program Planner
2903	Hospital Eligibility Worker
2904	Human Services Technician
2905	Human Services Agency Senior Eligibility Worker
2907	Eligibility Worker Supervisor
2908	Senior Hospital Eligibility Worker
2909	Hospital Eligibility Worker Supervisor
2910	Social Worker
2913	Program Specialist
2914	Social Work Supervisor

2916	Social Work Specialist
2917	Program Support Analyst
2918	Human Services Agency Social Worker
2919	Child Care Specialist
2920	Medical Social Worker
2922	Senior Medical Social Worker
2930	Behavioral Health Clinician
2931	Marriage, Family & Child Counselor
2932	Senior Behavioral Health Clinician
2940	Protective Services Worker
2944	Protective Services Supervisor
2975	Rent Board Specialist
2991	Coordinator, Human Rights Commission
2996	Representative, Human Rights Commission
2998	Representative, Commission Status of Women
3208	Pool Lifeguard
3209	Swimming Instructor
3210	Swimming Instructor/Pool Lifeguard
3213	Aquatics Facility Assistant Supervisor
3215	Aquatics Facility Supervisor
3232	Marina Assistant
3260	Crafts Instructor
3264	Camp Assistant
3278	Recreation Facility Assistant
3279	Recreation Leader
3283	Recreation Specialist
3286	Recreation Coordinator
3289	Recreation Supervisor
3291	Principal Recreation Supervisor
3292	Assistant Superintendent Recreation
3302	Admission Attendant
3310	Stable Attendant
3371	Animal Care Supervisor
3375	Animal Health Technician
3376	Animal Care Assistant Supervisor
3378	Animal Control Assistant Supervisor
3379	Animal Control Supervisor
3450	Agricultural Inspector
3518	Associate Museum Conservator, Asian Art Museum
3520	Museum Preparator
3522	Senior Museum Preparator
3524	Principal Museum Preparator
3525	Chief Preparator
3546	Curator 4

3549	Arts Program Assistant
3554	Associate Museum Registrar
3556	Museum Registrar
3558	Senior Museum Registrar
3602	Library Page
3610	Library Assistant
3616	Library Technical Assistant 1
3618	Library Technical Assistant 2
3620	Conservation Technician I
3621	Conservation Technician II
3630	Librarian 1
3632	Librarian 2
3633	Librarian 2 - Asian Arts
3634	Librarian 3
4119	Events and Facilities Specialist
4213	Assessor-Recorder Office Assistant
4214	Assessor-Recorder Office Specialist
4215	Assessor-Recorder Senior Office Specialist
4216	Assessor-Recorder Operations Supervisor
4306	Collections Officer
4308	Senior Collections Officer
4320	Cashier 1
4321	Cashier 2
4322	Cashier 3
4331	Investment Analyst
4334	Investigator, Tax Collector
4337	Principal Investigator, Tax Collector
4366	Collection Supervisor
5264	Airport Noise Abatement Specialist
5271	Senior Airport Noise Abatement Specialist
5322	Graphic Artist
6108	Environmental Health Technician 1
6110	Environmental Health Technician 2
6220	Inspector, Weights & Measures
6321	Permit Technician I
6322	Permit Technician II
6323	Permit Technician III
7211	Cement Finisher Supervisor 2
7219	Maintenance Scheduler
7227	Cement Finisher Supervisor 1
7243	Parking Meter Repairer Supervisor 1
7259	Water & Power Maintenance Supervisor 1
7268	Window Cleaner Supervisor
7270	Watershed Keeper Supervisor

7303	Barber
7324	Beautician
7362	Communications Systems Technician
7368	Senior Communications Systems Technician
7392	Window Cleaner
7441	Tools Room Mechanic/Custodian
7470	Watershed Keeper
7524	Institution Utility Worker
7542	Watershed Worker (Seasonal)
8104	Victim & Witness Technician
8106	Legal Process Clerk
8108	Senior Legal Process Clerk
8109	Document Examiner Technician
8113	Court Clerk
8124	Investigator, Department of Police Accountability
8129	Victim/Witness Investigator 1
8131	Victim/Witness Investigator 2
8133	Victim/Witness Investigator 3
8135	Assistant Chief Victim/Witness Investigator
8139	Industrial Injury Investigator
8141	Worker's Compensation Adjuster
8142	Public Defender's Investigator
8143	Senior Public Defenders Investigator
8157	Child Support Officer I
8158	Child Support Officer II
8159	Child Support Officer III
8165	Worker's Compensation Supervisor 1
8201	School Crossing Guard
8202	Security Guard
8204	Institutional Police Officer
8207	Building & Grounds Patrol Officer
8208	Park Ranger
8210	Head Park Ranger
8211	Supervising Building and Grounds Patrol Officer
8217	Community Police Service Aid Supervisor
8226	Museum Guard
8228	Museum Security Supervisor
8234	Fire Alarm Dispatcher
8236	Chief Fire Alarm Dispatcher
8238	Public Safety Communications Dispatcher
8239	Public Safety Communications Supervisor
8249	Fingerprint Technician 1
8250	Fingerprint Technician 2
8251	Fingerprint Technician 3

8274	Police Cadet
8300	Sheriff's Cadet
8301	Sheriff's Property Keeper
8316	Assistant Counselor
8318	Counselor 2 (PERS)
8320	Counselor, Juvenile Hall (PERS)
8321	Counselor, Log Cabin Ranch (PERS)
8420	Rehabilitation Services Coordinator
8446	Court Alternative Specialist I
8452	Criminal Justice Specialist 2
8529	Probation Assistant
8560	Assistant Counselor (SFERS)
8562	Counselor, Juvenile Hall (SFERS)
8564	Counselor, Log Cabin Ranch (SFERS)
8566	Counselor II (SFERS)
9202	Airports Communications Dispatcher
9203	Senior Airport Communications Dispatcher
9204	Airports Communications Supervisor
9209	Community Police Services Aide
9212	Aviation Security Analyst
9213	Airfield Safety Officer
9220	Aviation Security Operations Supervisor
9221	Airport Operations Supervisor
9230	Airport Custodial Services Supervisor
9234	Airport Security ID Technician
9236	Airport Ground Transportation Technician
9357	Wharfinger I/II
9702	Employment & Training Specialist 1
9703	Human Services Agency Employment & Training Specialist II
9704	Employment & Training Specialist 3
9705	Employment & Training Specialist 4
9706	Employment & Training Specialist 5
9708	Employment & Training Specialist 6
9770	Community Development Assistant
9772	Community Development Specialist
9774	Senior Community Dev. Spec. Development Specialist 1
9775	Senior Community Dev. Spec. Development Specialist 2
9910	Public Service Trainee
9912	Public Service Aide-Technical
9914	Public Service Aide – Administration
9920	Public Service Aide – Assistant to Professionals
9922	Public Service Aide – Associate to Professionals
9924	Public Service Aide Health Services

ATTACHMENT B – List of Individual Employees Referenced in Relief for Individual Employees, Paragraphs 395 and 398

(SEIU L1021 - Nursing Assistants and Clericals)

DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH		2303	BACLAAN	MARIA A	2009-05-23	
DPH		2303	ABARQUEZ	BRENDA R	2009-11-16	
DPH		2303	ABAUNZA	NIDIA M	2009-11-16	
DPH		2303	ACOSTA	NORY B	2009-11-16	
DPH		2303	ACOSTA	THELMA E	2009-11-16	
DPH		2303	AFONSOEWA	DELANO S	2009-11-16	
DPH		2303	AGCAOILI	MARIA ISABEL B	2009-11-16	
DPH		2303	AGPALASIN	BETTE T	2009-11-16	
DPH		2303	AGUILAR	CIRILO F	2009-11-16	
DPH		2303	ALABI	IBIYEMI A	2009-11-16	
DPH		2303	ALDON	SALVACION G	2009-05-23	
DPH		2303	ALIGA	JACINTA M	2009-11-16	
DPH		2303	ALLEN	LICERIA P	2009-11-16	
DPH		2303	ALMARINEZ	NECITAS V	2009-11-16	
DPH		2303	ALVAREZ	ANA E	2009-05-23	
DPH		2303	ANDERSON	NELIA M	2009-11-16	
DPH		2303	ANDERSON	PERLA G	2009-11-16	
DPH		2303	AQUINO	ARIEL S	2009-11-16	
DPH		2303	AQUINO	MODESTA F	2009-11-16	
DPH		2303	ARCA	ANGELITA D	2009-11-16	
DPH		2303	ARCIA	GLORIA A	2009-05-23	
DPH		2303	ARIENZA	EVELYN R	2009-11-16	
DPH		2303	AYALA-RAMIREZ	EMMANUEL D	2009-11-16	
DPH		2303	BALANCIO	ALLAN M	2009-11-16	
DPH		2303	BALLADARES	GRETHEL C.	2009-05-23	
DPH		2303	BALLESTEROS	NORA P	2009-11-16	
DPH		2303	BALQUEDRA	FLORA A	2009-11-16	
DPH		2303	BARIL	EDWINO S	2009-11-16	
DPH		2303	BARSI	ARSENIA A	2009-05-23	
DPH		2303	BARTOLOME	ALBERT G.	2009-11-16	
DPH		2303	BASAS	ROCKY B	2009-11-16	
DPH		2303	BAYANI	ALMA S	2009-11-16	
DPH		2303	BELTRAN	MARINA S	2009-11-16	
DPH		2303	BENARD	CHARBEL A	2009-11-16	
DPH		2303	BERONILLA	NICK	2009-11-16	
DPH		2303	BERRIOS	MARIA	2009-11-16	
DPH		2303	BLANCO	EVANGELINE P	2009-11-16	
DPH		2303	BOTER	MARY JANE E.	2009-05-23	
DPH		2303	BOWMAN	ANITA E	2009-11-16	
DPH		2303	BROWN	MAMIE L	2009-11-16	
DPH		2303	BRYANT	ANTHONEY N	2009-11-16	

(SEIU L1021 - Nursing Assistants and Clericals)

DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH		2303	BUENA	SERVILLANA O	2009-11-16	
DPH		2303	BUSANTE	JESSELIN	2009-11-16	
DPH		2303	BUSINE	EMMANUEL M	2009-11-16	
DPH		2303	CABASAL	BRIGIDA L	2009-05-23	
DPH		2303	CABAYA	NORMA	2009-11-16	
DPH		2303	CADIENTE	CELIA A	2009-11-16	
DPH		2303	CAJILIG	LEOVIE R	2009-11-16	
DPH		2303	CALDERON	VICTORIA R	2009-11-16	
DPH		2303	CAMPO	MARIA SUSAN C.	2009-11-16	
DPH		2303	CAMPOS	EDITH D	2009-05-23	
DPH		2303	CANTA	JAMES C	2009-11-16	
DPH		2303	CAPIZ	JAY F	2009-11-16	
DPH		2303	CARINAL	JOTTER C	2009-11-16	
DPH		2303	CARREON	MARIA DULCE D	2009-11-16	
DPH		2303	CARTER	CYNTHIA D	2009-11-16	
DPH		2303	CASAYURAN	AGNES C	2009-11-16	
DPH		2303	CASTILLO	ANNALIZA C	2009-11-16	
DPH		2303	CASTILLO	LUZ M	2009-05-23	
DPH		2303	CASTILLON	NIDA N	2009-11-16	
DPH		2303	CATACUTAN	ARTHUR N	2009-11-16	
DPH		2303	CELEDIO	CATHERINE N	2009-11-16	
DPH		2303	CELESTAN	MIRIAM T	2009-11-16	
DPH		2303	CERDA	MARIA M	2009-11-16	
DPH		2303	CHEN	ZHIDONG	2009-05-23	
DPH		2303	CHIBUNDU	EUNICE O	2009-05-23	
DPH		2303	CHIKERE	JOHNNY	2009-11-16	
DPH		2303	CLEMENTE	MARICA	2009-05-23	
DPH		2303	COLLEMACINE	ELEONOR M	2009-11-16	
DPH		2303	CONCENGCO	EVANGELINA	2009-11-16	
DPH		2303	CORDOVES	CHRISTILYN R	2009-11-16	
DPH		2303	CORREA	MA MIRACLE C	2009-11-16	
DPH		2303	CORTES	SANTOS A.	2009-05-23	
DPH		2303	COTTO	SYLVIA M	2009-11-16	
DPH		2303	CRUZ	NATHANIEL F.R.V.	2009-11-16	
DPH		2303	CUENCO	FERNANDO R	2009-11-16	
DPH		2303	CURRIER	SOCORRO	2009-11-16	
DPH		2303	CUVIN	JULIETA L	2009-11-16	
DPH		2303	DAHLBERG	ELBA D	2009-11-16	
DPH		2303	DAVID	ROSALINA D	2009-11-16	
DPH		2303	DE VERA	MICHAEL S	2009-05-23	
DPH		2303	DEL ROSARIO	FLORENCE M	2009-11-16	

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DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH		2303	DELA ROSA	ARTURO S	2009-11-16	
DPH		2303	DELAROSA	LOURDES C.	2009-11-16	
DPH		2303	DELEON	DENNIS T	2009-11-16	
DPH		2303	DELOS SANTOS	JULIET V	2009-11-16	
DPH		2303	DESAMPARADO	ONIEDA F	2009-11-16	
DPH		2303	DEVI	VANDANA	2009-05-23	
DPH		2303	DIMAILIG	EDNA V	2009-05-23	
DPH		2303	DINGLE	MICHAEL H.	2009-05-23	
DPH		2303	DOBSON	DEBRA D	2009-11-16	
DPH		2303	DOLOR	MARILYN	2009-05-23	
DPH		2303	DOMINGO	CARMELITA L	2009-05-23	
DPH		2303	DOMINGO-ABRIA	BENEDICTA R	2009-11-16	
DPH		2303	DOMINGUEZ	GRACE MARIA	2009-11-16	
DPH		2303	DUTT	SHANTI D	2009-11-16	
DPH		2303	ELUMBARING	MARIBEL C	2009-11-16	
DPH		2303	ESCOBAR	EMIGRACE R	2009-11-16	
DPH		2303	ESCOBAR	LITA S	2009-11-16	
DPH		2303	ESPIRITU	PACENCIA	2009-11-16	
DPH		2303	ESTIVA	CORAZON	2009-11-16	
DPH		2303	FERMIN	CHRISTINE Q	2009-11-16	
DPH		2303	FERMIN	NOEL J	2009-11-16	
DPH		2303	FERNANDEZ	MARIVIC C	2009-11-16	
DPH		2303	FERNANDEZ	REMEDIOS A	2009-11-16	
DPH		2303	FERRARO	EDMUNDO Z	2009-11-16	
DPH		2303	FERRER	LUZVIMINDA E	2009-11-16	
DPH		2303	FERRER	MEL E	2009-11-16	
DPH		2303	FOSTER	DEMIKA S	2009-11-16	
DPH		2303	FRADELLA	JOSEPH S.	2009-05-23	
DPH		2303	GABRIEL	ROSITA V	2009-11-16	
DPH		2303	GALIMBA	REY	2009-11-16	
DPH		2303	GAMIT	MA.TERESA M	2009-11-16	
DPH		2303	GARAY	PAULA E	2009-11-16	
DPH		2303	GARCIA	ANA	2009-11-16	
DPH		2303	GARCIA	ELIZABETH V	2009-11-16	
DPH		2303	GATLIN	LATANYA M	2009-11-16	
DPH		2303	GATMEN	ROSITA C	2009-11-16	
DPH		2303	GAYAGOY JR	GREGORIO B	2009-11-16	
DPH		2303	GILLIAM-PROCTOR	SHAWNTAYE S.	2009-05-23	
DPH		2303	GLOVER	RAYMOND S	2009-11-16	
DPH		2303	GONZALES	MARISSA D	2009-11-16	
DPH		2303	GONZALES	MERCEDES C	2009-11-16	

(SEIU L1021 - Nursing Assistants and Clericals)

DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH		2303	GOTERA	LORNA M	2009-11-16	
DPH		2303	GRIFFIN	FALILAT O	2009-11-16	
DPH		2303	GRONA	CHRISTOPHER J.	2009-05-23	
DPH		2303	GUNDAYAO	NORMA A	2009-11-16	
DPH		2303	HAMMAN	SAM I	2009-05-23	
DPH		2303	HARRIS	JOYCELYN	2009-11-16	
DPH		2303	HASSAN	NAZRA B	2009-11-16	
DPH		2303	HERNANDEZ	NOEMI B	2009-05-23	
DPH		2303	HUAB	LEX AMADO B	2009-11-16	
DPH		2303	HUAB	LINAFLOR B	2009-11-16	
DPH		2303	HUANG	PENLY	2009-05-23	
DPH		2303	HUANG	XIUMEI	2009-11-16	
DPH		2303	IBABAO	RUBY P	2009-11-16	
DPH		2303	IBARRA	ANITA D	2009-11-16	
DPH		2303	IBARRA	WILSON C	2009-11-16	
DPH		2303	IBAY	ESTRELLA D	2009-11-16	
DPH		2303	IBAY	FELICIANO T	2009-11-16	
DPH		2303	INGRAM	TYRONE	2009-05-23	
DPH		2303	INTAL	CECIL R	2009-11-16	
DPH		2303	ISANA	PATRIMA G	2009-11-16	
DPH		2303	JALLORINA	NATTY A	2009-11-16	
DPH		2303	JAMES	LINDA A.	2009-05-23	
DPH		2303	JEAN	PATRICIA A	2009-11-16	
DPH		2303	JOHNSON	NIKKO R	2009-05-23	
DPH		2303	JOSE	DEMOCRITO	2009-11-16	
DPH		2303	JUAREZ-VARGAS	CANDELARIA Y	2009-05-23	
DPH		2303	KAO	ANGELA C	2009-11-16	
DPH		2303	KAUR	DILJEET	2009-05-23	
DPH		2303	KAUR	KULDIP	2009-11-16	
DPH		2303	KAUR	KULWANT	2009-11-16	
DPH		2303	KAUR	TAVINDER	2009-05-23	
DPH		2303	KING	BRIGITTE D	2009-11-16	
DPH		2303	KING	FRANK L	2009-11-16	
DPH		2303	LABORETE	JULIET L	2009-11-16	
DPH		2303	LACAP	NANCY P	2009-11-16	
DPH		2303	LACAYANGA	MARIA TERESA B	2009-11-16	
DPH		2303	LAM	ANDREW M	2009-11-16	
DPH		2303	LAM	MEI SUEN	2009-05-23	
DPH		2303	LARANANG	CHONA E.	2009-11-16	
DPH		2303	LAWSON	EUFEMIA R	2009-11-16	
DPH		2303	LAXA	LEILANI T.	2009-11-16	

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DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH		2303	LENON	FELICIDAD M	2009-11-16	
DPH		2303	LENON	MARK JOHN M.	2009-05-23	
DPH		2303	LINARES	ADA M	2009-11-16	
DPH		2303	LIRIO	CECILIA	2009-11-16	
DPH		2303	LIWANAG	ROSEMARIE	2009-11-16	
DPH		2303	LOPEZ	MA. CRISTINA D	2009-11-16	
DPH		2303	LUGUE	FRITZIE	2009-11-16	
DPH		2303	LUNA	MARIA M	2009-05-23	
DPH		2303	LUO	DANIELLE HONG DA	2009-05-23	
DPH		2303	MACALALAG	AGNES M	2009-11-16	
DPH		2303	MACK	LUCIA R	2009-11-16	
DPH		2303	MACKEY-WILLIAMS	PATRICIA M	2009-11-16	
DPH		2303	MAGALLANES	TERESITA	2009-11-16	
DPH		2303	MAGLANOC	NARCISO P	2009-11-16	
DPH		2303	MAGSALIN	SOLITA M	2009-11-16	
DPH		2303	MAHAN	KIT P.	2009-05-23	
DPH		2303	MAIDEN	JACQUELINE	2009-11-16	
DPH		2303	MAILO	NERISSA F	2009-11-16	
DPH		2303	MAJANO	PAULA	2009-11-16	
DPH		2303	MANCIA	EMMA L	2009-11-16	
DPH		2303	MANGALINDAN	ERWIN	2009-11-16	
DPH		2303	MANGAWANG	ADELA R	2009-05-23	
DPH		2303	MANLUTAC	ARMAND S	2009-11-16	
DPH		2303	MARIGMEN	RUBY RUTH Q	2009-05-23	
DPH		2303	MARIONA	VERONICA G	2009-11-16	
DPH		2303	MARQUEZ	MARIA ANGELICA Y	2009-11-16	
DPH		2303	MARTE	NERISSA T	2009-11-16	
DPH		2303	MARTIN	EDNALYN C	2009-11-16	
DPH		2303	MAYFIELD	GLORIA C	2009-11-16	
DPH		2303	MEDINA	DOROTEA M	2009-05-23	
DPH		2303	MEDINA	GISSELLA M.	2009-05-23	
DPH		2303	MEJIA	ADELINA D.	2009-11-16	
DPH		2303	MENDOZA	NESTOR S.	2009-05-23	
DPH		2303	MENDOZA	RAFAELA	2009-11-16	
DPH		2303	MENDOZA	VIRGINIA D	2009-11-16	
DPH		2303	MERCADO	ALFREDO O	2009-11-16	
DPH		2303	MERECIDO	YOLANDA S	2009-05-23	
DPH		2303	MICHEL	ARCELIA T	2009-11-16	
DPH		2303	MIGUEL	RITA A	2009-11-16	
DPH		2303	MILANO	PACITA G	2009-11-16	
DPH		2303	MILLAN	LEONOR	2009-11-16	

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DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH		2303	MILLARE	ROSITA B	2009-11-16	
DPH		2303	MIRANDA	REBECCA E	2009-11-16	
DPH		2303	MOHLER III	JOHN C	2009-11-16	
DPH		2303	MOHLER	ROSALIE PAYNE	2009-05-23	
DPH		2303	MONES	EDWARD S	2009-05-23	
DPH		2303	MONTERO	JOVIC A	2009-11-16	
DPH		2303	MORALES	EVELYN A	2009-11-16	
DPH		2303	MORRELL	APRIL R	2009-05-23	
DPH		2303	MOSER	TATJANA	2009-11-16	
DPH		2303	MULLAN	CHICKIE	2009-11-16	
DPH		2303	MUNOZ	ROSALINDA B	2009-05-23	
DPH		2303	NARAG	ARMILYN H	2009-11-16	
DPH		2303	NEAL	SYBIL D	2009-11-16	
DPH		2303	NG	WAI Y	2009-11-16	
DPH		2303	NGONGOSEKE	JOHN S	2009-05-23	
DPH		2303	NICKLEBERRY	SHERRIE R	2009-05-23	
DPH		2303	NOORDZEE	MICHAEL	2009-11-16	
DPH		2303	OCAMPO	CRISTINA F	2009-11-16	
DPH		2303	ONG	HECILO R	2009-11-16	
DPH		2303	ONG	LINDA	2009-11-16	
DPH		2303	PACHECO	AVELINA E	2009-11-16	
DPH		2303	PAGUIO	RAMON B	2009-11-16	
DPH		2303	PAHL	BERNY B	2009-05-23	
DPH		2303	PALACIO	ALEXANDER S	2009-11-16	
DPH		2303	PALINSAD	JERALD Y	2009-11-16	
DPH		2303	PANAHON	MARILYN V	2009-11-16	
DPH		2303	PANTON	ANEITA V	2009-05-23	
DPH		2303	PARAYNO	PRISCILLA D	2009-05-23	
DPH		2303	PARODI	ELIZABETH G.	2009-05-23	
DPH		2303	PASCUA	JOSEPHINE A	2009-05-23	
DPH		2303	PENSOTES	ANTONIO D	2009-11-16	
DPH		2303	PENTA	YAPING X.	2009-05-23	
DPH		2303	PERALTA	BRENDA F	2009-11-16	
DPH		2303	PERALTA	LETICIA N	2009-11-16	
DPH		2303	PERALTA	MARY GRACE D	2009-05-23	
DPH		2303	PEREYRA	CLINT I	2009-11-16	
DPH		2303	PORTA	YOLANDA T	2009-05-23	
DPH		2303	QUIAMBAO	AIDA G	2009-11-16	
DPH		2303	QUITORIANO	LEODEGARDO A.	2009-05-23	
DPH		2303	RACKLIN	ALICE L.	2009-05-23	
DPH		2303	RADOC	MYRNA B	2009-11-16	

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DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH		2303	RADOC	NORMA M	2009-11-16	
DPH		2303	RAJERISON	COCO	2009-11-16	
DPH		2303	RAMJREZ	CIRILA B	2009-11-16	
DPH		2303	RAMIREZ	RAUL	2009-11-16	
DPH		2303	RAMOS	VENCIE M	2009-11-16	
DPH		2303	RAMOS	ZENAIDA L	2009-11-16	
DPH		2303	RAYMUNDO	JOCELYN H	2009-11-16	
DPH		2303	RENDON	MARIA O	2009-05-23	
DPH		2303	RENSCH	STEVEN W	2009-11-16	
DPH		2303	RESIDE	BRIGIDA N	2009-05-23	
DPH		2303	REYES	JERRY S	2009-11-16	
DPH		2303	REYES	JOCELYN V	2009-11-16	
DPH		2303	REYES	VEHERLENE E	2009-11-16	
DPH		2303	RIVERA	DAISY P	2009-05-23	
DPH		2303	RIVERA	JUDY N	2009-11-16	
DPH		2303	ROA	ALENI B	2009-05-23	
DPH		2303	ROBINO	FRED	2009-11-16	
DPH		2303	ROBLE	ANALYN M	2009-11-16	
DPH		2303	RODRIGUEZ	GONZALO D	2009-11-16	
DPH		2303	ROJAS	MONA H	2009-11-16	
DPH		2303	ROSAROSO	JULIA S	2009-11-16	
DPH		2303	ROTHENBERG	AURORA M	2009-05-23	
DPH		2303	RUBEL	MARIYA M	2009-11-16	
DPH		2303	RUIDERA	EVELITA R	2009-11-16	
DPH		2303	RUIZ	ROSEMARY R	2009-11-16	
DPH		2303	RUIZ	SALVADOR F	2009-11-16	
DPH		2303	RUSSELL-BENSON	VALORIA	2009-11-16	
DPH		2303	RUTHERFORD	THERESA A	2009-11-16	
DPH		2303	SABLAY JR.	ZACARIAS I.	2009-05-23	
DPH		2303	SAGUM	ELIZABETH M	2009-11-16	
DPH		2303	SALARDA	LALAINE G	2009-11-16	
DPH		2303	SALVACRUZ	VERONICA VICTORI	2009-11-16	
DPH		2303	SANTIAGO	VICTORIA B	2009-11-16	
DPH		2303	SCHULMAN	ALMA S	2009-11-16	
DPH		2303	SELERIO	JUDITH N	2009-11-16	
DPH		2303	SHARPE	IRENE M	2009-11-16	
DPH		2303	SHORTRIDGE	HATTIE N	2009-11-16	
DPH		2303	SOJOR	LUZVIMINDA V	2009-11-16	
DPH		2303	SORIANO	ANTONIO M	2009-11-16	
DPH		2303	SORIANO	ROLANDO C	2009-11-16	
DPH		2303	SORIANO	YOLANDA C	2009-11-16	

(SEIU L1021 - Nursing Assistants and Clericals)

DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH		2303	SOUTH	STEVEN C	2009-11-16	
DPH		2303	SULUS	DICKSON E.	2009-11-16	
DPH		2303	SWE	SAN	2009-05-23	
DPH		2303	TALAVERA	ROSA M	2009-11-16	
DPH		2303	TAN	RACHEL M	2009-05-23	
DPH		2303	TANGLAO JR.	ALFREDO N	2009-11-16	
DPH		2303	TANGLAO	MARISA R	2009-11-16	
DPH		2303	TEJADA	GLENDORA M	2009-11-16	
DPH		2303	TEODOSIO	ANGELA P	2009-11-16	
DPH		2303	THAW	SANDA WIN	2009-05-23	
DPH		2303	THOMSEN	OLGA	2009-11-16	
DPH		2303	TILLMAN	CAROL R	2009-05-23	
DPH		2303	TINIO	ALVIN D	2009-05-23	
DPH		2303	TOLENTINO	MITCHELENE M	2009-11-16	
DPH		2303	TORRIOS	NIDA P	2009-11-16	
DPH		2303	TRINIDAD	AGNES	2009-11-16	
DPH		2303	ULEP	NENA S	2009-11-16	
DPH		2303	UMANZOR	CRUZ A	2009-11-16	
DPH		2303	UY	ARACELI C	2009-11-16	
DPH		2303	UY	MARK A	2009-11-16	
DPH		2303	VARGAS	LILIANA	2009-11-16	
DPH		2303	VARGAS	SEGUNDO	2009-11-16	
DPH		2303	VELA	REBECA P	2009-05-23	
DPH		2303	VELASCO	ESTELA A	2009-11-16	
DPH		2303	VELAYO	MILAGROS L	2009-11-16	
DPH		2303	VILANOVA	MARTHA L	2009-11-16	
DPH		2303	VILLARES	AZALIA	2009-11-16	
DPH		2303	VITALICIO	RODERICK I	2009-05-23	
DPH		2303	WHITE	THERESA E.	2009-05-23	
DPH		2303	WILLIAMS	MARILYN R	2009-11-16	
DPH		2303	WILSON	PAMELA M	2009-05-23	
DPH		2303	WONG	KARRIE C	2009-11-16	
DPH		2303	WONG	NORMA Y.	2009-05-23	
DPH		2303	WU	RUDI	2009-11-16	
DPH		2303	XUAN	XIAO XIA	2009-05-23	
DPH		2303	YAO	BO	2009-11-16	
DPH		2303	YEGOROV	ANDREI V	2009-05-23	
DPH		2303	YEUNG	STELLA L	2009-11-16	
DPH		2303	YOUNG	DAVID C.	2009-05-23	
DPH		2303	ZALDANA	MAGDALENA B	2009-11-16	
DPH		2303	ZAMORA	CLARISA C.	2009-05-23	

(SEIU L1021 - Nursing Assistants and Clericals)

DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH		2303	ZHANG	LYNA	2009-05-23	
DPH		2303	ZILMAR	NICKISA B	2009-11-16	
DPH	1424	1406	ALE	CECILIA		05
DPH	1424	1406	ARCEGA	DIANA		05
DPH	1424	1406	AURE-FLIEDER	MARIE		05
DPH	1424	1406	BERGONIA	ROSEMARIE		05
DPH	1424	1406	BIASBAS	ESTELA		05
DPH	1424	1406	CARVAJAL	ANA		05
DPH	1424	1406	FABIAN	LAZARO		05
DPH	1424	1406	FIELDS	MONA		05
DPH	1424	1406	GRAY	HERBERT		05
DPH	1424	1406	HANKERSON	SHEMETA		04
DPH	1424	1406	HILL	CAROLYN		05
DPH	1424	1406	HUANG	STEPHANIE		05
DPH	1424	1406	LANDEA	RAFAEL		04
DPH	1424	1406	LEYNES	CARMELITA		05
DPH	1424	1406	MIRANDA	LUISA		05
DPH	1424	1406	MIRANDA	LUISA		05
DPH	1424	1406	ORTIZ	CHRISTINA		05
DPH	1424	1406	REYES	BETTY L		05
DPH	1424	1406	SETIONO	PEGGY		05
DPH	1424	1406	SO	WAI MAY		05
DPH	1424	1406	SOLORZANO	BETHEL		05
DPH	1424	1406	TAI	NOREEN		05
DPH	1424	1406	TUIMAVAVE	ANNAMARIE		05
DPH	1424	1406	WADE	GWENDOLYN		05
DPH	1424	1406	YEE	LILLIAN		05
DPH	1426	1406	ASPIRAS	LORRAINE		05
DPH	1426	1406	BAUTISTA	ANN		05
DPH	1426	1406	CAMARDA	TERESA		05
DPH	1426	1406	CARROLL	MICHAEL		05
DPH	1426	1406	CHAN	WINNIE		05
DPH	1426	1406	DIAMZON	ANGELINA		05
DPH	1426	1406	GUZMAN	LUCY		05
DPH	1426	1406	HMELO	LINDA		05
DPH	1426	1406	HOFFMANN	STEVEN		05
DPH	1426	1406	IBARRA	SARA		05
DPH	1426	1406	KWOK	SARLINA		05
DPH	1426	1406	LEE	SELENA		05
DPH	1426	1406	MUIR	JOSEPHINE		05
DPH	1426	1406	NARVAEZ	CHRISTIAN		05

(SEIU L1021 - Nursing Assistants and Clericals)

DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH	1426	1406	NG	ANITA		05
DPH	1426	1406	POSADAS	VILMA		05
DPH	1426	1406	REYES	LINDA		05
DPH	1426	1406	SMITH	EMELY		05
DPH	1426	1406	SON	CHIN		05
DPH	1426	1406	SZE	CHUN-HUEY		05
DPH	1426	1406	TAM	ALMA		05
DPH	1426	1406	THOMAS	NANCY		05
DPH	1426	1406	TURNER	ALLEN		05
DPH	1426	1406	WEST	WILLETTA		05
DPH	1426	1406	WOMACK SR	MICHAEL		05
DPH	1428	1406	BARRION	STEPHANIE		05
DPH	1428	1406	BUTLER	DANA		05
DPH	1428	1406	CABRERA	MARITESS		05
DPH	1428	1406	CANEDO	NORMA		05
DPH	1428	1406	CHAN	HELEN		05
DPH	1428	1406	CHAPMAN	ECHO		05
DPH	1428	1406	DEGIROLAMO	LISA		05
DPH	1428	1406	DUENAS	JENNIFER		05
DPH	1428	1406	ESPINAL	GRACE		05
DPH	1428	1406	HALL	LAVADA		05
DPH	1428	1406	HARRIS	LOUISE		05
DPH	1428	1406	HILL	BERNADINE		05
DPH	1428	1406	HYDER	JOE		05
DPH	1428	1406	JACKSON	KAVON		05
DPH	1428	1406	KARLEGAN-MUNIZ	CAROLYN		05
DPH	1428	1406	KWAN	SOPHIA		05
DPH	1428	1406	LEDESMA CASTRO	NORMA		05
DPH	1428	1406	LIU	JENNY		05
DPH	1428	1406	LOPEZ	ROSA		05
DPH	1428	1406	MARIN	SANDRA		05
DPH	1428	1406	PAMATIAN	SESINANDA		05
DPH	1428	1406	PHILLIPS	JACQUELINE		05
DPH	1428	1406	RODRIGUEZ	CHRISTINA		05
DPH	1428	1406	RODRIGUEZ LAZARIN	NORMA		05
DPH	1428	1406	SOMRUEKPOL	ROONGTHIP		05
DPH	1428	1406	TANYAO	MARY JEAN		05
DPH	1428	1406	VALENZUELA	JULISSA		05
DPH	1428	1406	WALKER	AMY		05
DPH	1428	1406	WONG	JONATHAN		04

(SEIU L1021 - Nursing Assistants and Clericals)

DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH	1446	1406	DAVID	ALICIA		05
DPH	1446	1406	HURLEY	JOHN		05
PUC	1426	1424	DE DIOS	CHARLENE		05
POL	1426	1424	LOCKE	JOANNA		05
DSS	1426	1424	MAU	TOM		05
PUC	1446	1424	ANG-ASUNCION	MARIA		05
AIR	1446	1424	CHAU	EMILY		05
DBI	1446	1426	HAMILTON	WENDY		05
DPH	1426	1406	AMIOT	REBECCA		05
DPH	1424	1406	CASTRO	CHRISTINA		05
DPH	1424	1406	CUNADA	TERESITA		05
DPH	1424	1406	FONG	HOWARD		05
DPH	1424	1406	HARPER	DIANE		05
DPH	1424	1406	HOE	BELLA		05
DPH	1424	1406	JEAN-BAPTISTE	JENNIFER		05
DPH	1424	1406	JOHNSON	CLAIRE		05
DPH	1424	1406	JONES	TONYA		05
DPH	1424	1406	LAZO	EARL		05
DPH	1424	1406	LEAO	LEILANI		05
DPH	1424	1406	LEE	BIANCA		05
DPH	1424	1406	MAN	TRUNG		05
DPH	1424	1406	MENCHAVEZ	MARK		04
DPH	1424	1406	NELLY	KRISTINA		05
DPH	1424	1406	PALMER	ELIZABETH		05
DPH	1424	1406	PAYES	MANUEL		05
DPH	1424	1406	RAMOS	ALBERTO		05
DPH	1424	1406	SYLVESTER	MARIA BELEN		05
DPH	1424	1406	TOGNONI	JEANNE		05
DPH	1424	1406	VILLALTA	CRISTINA		05
DPH	1424	1406	WILLIAMS	JOANNE		05
DPH	1424	1406	WOO	SILVIA		04
DPH	1424	1406	XI	JOHNNY		05
DPH	1424	1406	ZAPLETAL	NOUANE		05
DPH	1426	1406	BARAJAS	HECTOR		05
DPH	1426	1406	BERGONIA	ROSEMARIE		05
DPH	1426	1406	CANO	ELIZABETH		05
DPH	1426	1406	CORDERO	JACQUELINE		05
DPH	1426	1406	FONG	STEPHEN		05
DPH	1426	1406	GHEITH	DEBORAH		05
DPH	1426	1406	HOOKER	BRENDA		05
DPH	1426	1406	IP	MEI		05

(SEIU L1021 - Nursing Assistants and Clericals)

DEPT	FORMER JOB CLASS	CURRENT JOB CLASS	LAST NAME	FIRST NAME	DATE of HIRE	2010 SALARY STEP
DPH	1426	1406	KYI	LINDA		05
DPH	1426	1406	LEUNG	LAI FONG		05
DPH	1426	1406	MAROTO	JOHN BORG		05
DPH	1426	1406	PLUMLEE	WILLIAM		05
DPH	1426	1406	RODDY	DEBORAH		05
DPH	1426	1406	TAM	ANNIE		05
DPH	1426	1406	VAN PATTEN	VIRGINIA		05
DPH	1426	1406	WASHINGTON	JACKIE		05
DPH	1426	1406	YIM	RUSSELL		05
DPH	1426	1406	ZHANG	REN YU		05
DPH	1444	1406	LIM	LINDA		05
DPH	1444	1406	MCPHERSON	SONJA		05
DPH	1444	1406	SMITH	CHARLIE		05
DPH	1446	1406	BODE	MARGARET		05
DPH	1446	1406	CANJA	SHARIE		05
DPH	1446	1406	FARAHKHAN	ETHEA		05
DPH	1446	1406	NG	SANDY		05

Dept	Class	Name
DPH	2303	Bugarin, Jennie
DPH	2303	Cabasal, Brigida
DPH	2303	Combes, Jonathan
DPH	2303	Francisco, Raymond
DPH	2303	Huang, Shao Ling
DPH	2303	Johnson, Christine
DPH	2303	Kinney, Maria
DPH	2303	Lit, Kim
DPH	2303	Orozco, Griselda
DPH	2303	Plaza, Virginia
DPH	2303	Ramirez, Blanca
DPH	2303	Roble, Robert
DPH	2303	Santos, Jose Carlos
DPH	2303	Tamayo, Melody
DPH	2303	Zhang, Guiqin

ATTACHMENT C – List of Individual Employees Referenced in Relief for Individual Employees, Paragraph 396

(SEIU L1021 - Security and Museum Guards)

DEPT	CLASS	LAST NAME	FIRST NAME
AAM	8226	Arnold	Ronnie E
AAM	8226	Cato	Demetrius D.
AAM	8226	Delarosa	Josie C
AAM	8226	Figueroa	Edwin M
AAM	8226	Garcia	Jason S.
AAM	8226	Goff	Sandra D.
AAM	8226	Ho	William W.
AAM	8226	Hugh	Kwok Ming
AAM	8226	Ibrahim	Ibrahim A
AAM	8226	Jones	Robert
AAM	8226	Julaton	Al T
AAM	8226	Korbut	Victor
AAM	8226	Lara	Rodolfo J
AAM	8226	Lebbos	Elias Y
AAM	8226	Manasievici	Atanase G
AAM	8226	McGrail	Lawrence M.
AAM	8226	Michaels	Jan C
AAM	8226	Osorio	Lissette A
AAM	8226	Sherry	Patrick J
AAM	8226	Stevenson	Brent L
AAM	8226	Sullivan	Timothy G
AAM	8226	Waite	Nicholas R.
AAM	8226	White	Winston D
AAM	8226	Wi	Norberto R
AAM	8226	Woon	Kenneth T
FAM	8226	Alvarez	Rosa
FAM	8226	Bandong	Nerissa Victoria
FAM	8226	Cenit	Jomarsan
FAM	8226	Cenit	Maria Teresa P.
FAM	8226	Coffey	Jane E
FAM	8226	Duffy	Michael W
FAM	8226	Fabbri Jr	Eugene P
FAM	8226	Fleming	Nenita J
FAM	8226	Galicia	Robert M.
FAM	8226	Isom	Richard
FAM	8226	Kahn	Paul A
FAM	8226	Kirby	Christopher L.
FAM	8226	Kotakis	Paula
FAM	8226	Martinez	David K
FAM	8226	Meisel	Gerald P
FAM	8226	Mynhier	Ardern L
FAM	8226	Rodriguez	Barry

(SEIU L1021 - Security and Museum Guards)

DEPT	CLASS	LAST NAME	FIRST NAME
FAM	8226	Rozewicz	Rebecca
FAM	8226	Sanchez	Carlos C
FAM	8226	Serrano	Ricardo
FAM	8226	Thomas	James
FAM	8226	Tiomico	Serafin A
FAM	8226	Titiyevskiy	Arkadiy
FAM	8226	Torrano	Biagio
FAM	8226	Valiente	Rafael
FAM	8226	Whitley	Monica
FAM	8226	Woo	Sam
FAM	8226	Wood	Don
FAM	8202	Cuneo	Gina J
FAM	8202	Etheart	Guimy
FAM	8202	Motley	James M
FAM	8202	Ng	Eugenia E
FAM	8202	Scott-Finney	Andrea L
FAM	8202	Serrano	Lorenzo
FAM	8202	Stroman	Otis L
FAM	8202	Williams	Ineva J
FAM	8202	Wong	Darwin

CSC CARVE OUTS GLOSSARY

Civil Service Commission Jurisdiction

Leaves of Absence Definitions

Items contained in the Civil Service Carve Outs Glossary are not subject to any grievance and arbitration procedure either under this Memorandum of Understanding or under law.

Definition of Leave of Absence

A Leave of absence is defined as an employee's absence from duty with the authorization of an appointing officer for a specific duration and purpose.

Sick Leave - Definition

A Leave due to illness or disability.

Sick Leave - Medical Reasons - Definition

A leave due to illness or injury or medical and dental appointments, other than illness or injury arising out of and in the course of City and County employment.

Sick Leave - Quarantine - Definition

Leave during a period of quarantine established and declared by the Department of Public Health or other authority.

Sick leave - Bereavement - Definition

Leave due to the death of another person

Sick Leave - Maternity - Definition

Leave due to the employee's pregnancy or convalescent period following child birth.

Sick Leave - Illness or Medical Appointment - Definition

Leave due to the illness, injury or medical or dental appointment of a person other than the employee.

Sick Leave Compulsory - Definition

Mandatory sick leave imposed by an appointing officer provided it is determined as a result of a medical evaluation conducted by a physician designated by the Human Resources Director, that the employee is not medically or physically competent, and if allowed to continue in employment will represent an imminent risk to themselves, their co-workers or the public, or if an employee refuses to obtain a physician's certificate after being requested to obtain a medical evaluation.

Sick Leave With Pay - Definition

Sick leave with compensation for eligible employees.

Sick Leave With Pay - Battery Leave - Definition

Leave due to bodily injury or illness received in the course of employment and caused by an act of criminal violence.

Sick Leave Without Pay - Definition

Sick leave granted to employees who are not eligible for sick leave with pay or employees who choose not to use their sick leave pay credits.

Disability Leave - Definition

Leave due to illness or injury arising out of and in the course of employment and as administered under State Workers' Compensation Laws.

Military Leave - Definition

Leave for active military duty.

Leave to Accept Other City and County Position - Definition

Leave to accept exempt, temporary civil service, or provisional appointment in the City and County service.

Educational Leave - Definition

Leave for the purpose of educational or vocational training.

Leave for Civilian Service in the National Interest - Definition

Leave to serve with a federal, state, or other public agency or non-profit organization in a program or in a capacity which the Human Resources Director deems to be in the national or general public interest.

Leave for Employment as an Employee Organization Officer or Representative – Definition

Leave for employment to serve full time as an officer or representative of an employee organization whose membership includes City employees, or to attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization.

Family Care Leave - Definition

Leave for assisting or nurturing of family members.

Definition of Family

A unit of independent and interacting persons, related together over time by strong social and emotional bonds and/or by ties of marriage, birth and adoption, whose central purpose is to create, maintain, and promote the social, mental, physical and emotional development and well being of each of its members.

Witness or Jury Duty Leave - Definition

Leave to serve in a judicial proceeding in a local, Sate or Federal Court.

a. as a witness on behalf of the City and County
b. to serve as a juror

Holiday Leave - Definition

Paid leave for special occasions provided either by ordinance of the Board of Supervisors or in a collective bargaining agreement.

Vacation Leave - Definition

Paid leave of specified duration as provided in the Charter and by ordinance of the Board of Supervisors or in a collective bargaining agreement.

Involuntary Leave of Absence - Definition

Leave established and regulated under the layoff provision of Civil Service Rules.

Religious Leave - Definition

Leave when an employ's personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week.

Personal Leave - Definition

Leave for reasons other than those covered under the Rules of the Civil Service Commission.

Departmental Supplementary Agreement
Between Department of Public Health And
Service Employees International Union Local
1021

July 1, 2024 – June 30, 2027

Departmental Supplementary Agreement
Department of Public Health

This Agreement is executed this _____ day of _____, 2019, by and between the CITY AND COUNTY OF SAN FRANCISCO (hereinafter called the Department) and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (hereinafter called the Union).

SECTION 1. UNION MEMBERSHIP

a) The Department shall furnish to the Union upon request, but no more frequently than once a month, a list of names, classifications, and work locations as are available in the Personnel or Payroll Office of new employees in represented classes, and the names of employees separated. The Union may deliver a copy of this Supplemental Agreement to employees in the covered classifications.

b) Semiannually, the Department shall furnish the Union with updated seniority lists for all permanent employees working in classifications represented by the Union. The work location of the employees shall be available in the office of the appropriate departmental subdivision.

SECTION 2. BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS

BULLETIN BOARDS

1. Reasonable space will be allowed on bulletin boards as specified herein for use by the Union to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows or any other place. Posted material shall not be obscene, or of a partisan political nature, nor shall it pertain to public issues which do not involve the city and its relations with employees. All posted material shall be signed and dated, shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.

2. Should the department have objections to material posted on approved bulletin boards, the department shall discuss the issue with the union steward prior to removing any posted notices or material.

3. Location of Bulletin Boards

   a) At San Francisco General Hospital:
   - Building 80: Elevator Bank - First Floor
   - Building 20: Elevator Bank - First Floor
   - Building 10: Elevator Bank - First Floor
   - Building 30: Elevator Bank – First Floor

- Outpatient Department Lobby: Elevator Bank
- Main Hospital – Basement: Outside CPD
    - First Floor: Near Rear Elevator
    - Second Floor: Near Front and Rear Elevators
    - Third Floor: Clinics Elevator
    - Third Floor: Near Front Elevator
    - Fourth Floor: Near Front Elevator
    - Fourth Floor: Near Front Elevator
    - Fifth Floor: Near Front Elevator
    - Sixth Floor: Near Front Elevator
    - Seventh Floor: Near Front Elevator
    - Laundry
    - Radiology Fileroom

b) At Laguna Honda Hospital
- Five (5) bulletin boards with locks shall be made available.
- Food Service Department, Tray Line Area
- Across from Nursing Office 5th Floor
- 1st Floor, Administration Building main entrance; locked board
- In Each Neighborhood Break Room
- Social Services and Admissions/Eligibility
- Billing: Human Resources Services Office
- Main Kitchen Bulletin Board
- Entry vestibule, 1st Floor entrance between A & B wings (Admin Bldg), locked board
- Inside the hallway, A300, locked board
- New Building:
    - Lobby/entrance
    - 1st Floor, between the entrance/hallway from old building and the Café
    - Near the elevators, ground floor, North
    - Hallway just inside South Loading Dock
    - Outside Nursing Office, locked board

c) At Central Office Administration (101 Grove Street), Community Health Program and Mental Health Program facilities, and any other separate Departmental facility which employees represented classes:

At such locations that shall be mutually agreeable to the Department and the Union, provided that at least one bulletin board or other mutually agreeable place shall be allowed at each location.

4. All existing bulletin boards currently in place shall be maintained.

DISTRIBUTION OF MATERIALS

Distribution of official Union literature and materials by a Union member, shop steward or Field Representative will be permitted, provided:

1. The employee distributes such literature outside the employee's regular working hours or during break.

2. The distribution of literature to employees on duty will be accomplished during their break (rest) period or before or after their work shift.

3. 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. Distribution of literature to employees in office work locations shall be permitted provided the Union notifies the Department within thirty days of the ratification of this agreement of the areas or work locations where Union literature will be distributed. The distribution of literature shall not interfere with the work of any employee. If in the opinion of the office work unit manager, distribution of literature interferes with the work of employees, the department shall notify the Union in writing and meetings shall immediately commence in order to reach agreement on mutually acceptable literature distribution rules. Pending establishment of such rules, distribution of literature shall be permitted only in non-work areas as defined above.

SECTION 3. LOCATION OF PERSONNEL FILES

The official personnel files of the various divisions of the Department are located as follows:

San Francisco General Hospital Human Resources
Laguna Honda Hospital Human Resources
All other Divisions:
Department of Public Health Personnel Office 101 Grove Street

In the event of reorganization or changes in facility or office location, the Department will notify the Union, and affected employees in writing of any changes in location of the official personnel files.

SECTION 4. CLASS SPECIFICATION

A. The Department agrees that the following terminology on all Civil Service job descriptions that states: "and performs related duties" will be exercised reasonably. Disputes concerning this paragraph shall be submitted to the Civil Service Commission for determination and shall not be subject to the Grievance Procedure.

B. Current Civil Service class specifications may not be up to date in all cases, and do not necessarily reflect presently assigned duties and responsibilities. Class specifications are descriptive of the class and shall not be considered as a restriction on the assignment of duties not specifically listed. In accordance with Civil Service rules, the Appointing Officer has the authority to assign an employee to perform work provided that it is consistent with the kind of duties and level of responsibility of the employee's classification although the work may not be specifically described in the class specification.

SECTION 5. COMMITTEES

A. Labor Management Committees

The Department of Public Health (Department) and the Union agree to establish a Labor Management Committee (LMC) for each of the following: San Francisco General Hospital; Laguna Honda Hospital; Jail Health Services; Community Behavioral Health Services (CBHS); Behavioral Health Center (BHC); and Primary Care, each composed of three (3) representatives from the City and three (3) representatives from the Union. Additional LMCs may be established upon mutual agreement between the Union and the Department.

Each LMC shall meet at least quarterly, but no more than once per month, to discuss matters such as patient care improvement, staffing, safety issues, and the impact of the Affordable Care Act ("ACA") on employees and Department services. The LMC may make recommendations to appropriate executive management members. The agenda for each LMC meeting will be determined by management and the Union, and will be circulated to LMC members prior to each scheduled meeting.

B. The Department of Public Health Bloodborne Pathogen Safety Devices Committee

PURPOSE

The purpose of the committee is to develop and maintain a comprehensive program that reduces the risk for blood borne pathogen exposure for employees and affiliated staff working in Community Health Network (CHN) facilities. The program will integrate the evaluation and selection of the best available safety devices and the evaluation and recommendations of related user training and work practices.

COMPOSITION

(A) The committee will contain eight members selected by CHN 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 CHN 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.

(B) The committee will be co-chaired by a representative from management and a representative from labor.

(C) Participation on the committee or in the committee's work shall not include individuals with any past or current financial interest in or affiliation with manufacturers of engineered safety devices.

SCOPE AND AUTHORITY

(D) The committee will report to the CHN Leadership Group (LG). Specific reporting requirements are detailed in the section on responsibilities below. The committee will have the consultation and support of the CHN LG where needed to help implement its recommendations.

(E) The committee will have access to all non-medically confidential information necessary to fulfill its objectives including but not limited to the OSHA 200 Log, the Sharps Injury Log, and "Needle Stick Hotline" Summary Data for the CHN. The committee will obtain information on individual exposure incidents through the incident follow up conducted by the CHN Environmental Health and Safety Program.

(F) The committee will be responsible for establishing criteria for engineered sharps safety devices selection in the CHN. The committee will employ these established criteria to oversee and guide device evaluation processes in representative groups of frontline users and determined the preferred device for purchasing. The committee will select the single best device for each clinical practice or need. The committee will communicate their recommendations directly to purchasing department in a method consistent with purchasing protocols. Recommendations made regarding resource allocation will follow the standard process for resource allocation in the CHN.

(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.

(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 these needs are met.

(I) Decisions of the committee will be made by consensus wherever possible; however, in the absence of consensus the committee may make decisions by majority vote. Issues at impasse will be brought to the Executive Administrator of the CHN for resolution with an opportunity for appeal to the Director of Public Health by any committee member.

(J) The co-chairs of the committee will serve as CHN representatives to the six-hospital safety device committee.

RESPONSIBILITIES

(K) The committee will operate under the standards of CHN committees and adhere to requirements set by JCAHO, California Title 22, and CAL-OSHA.

(L) The committee will always solicit stakeholder input in its assessments.

(M) The committee will meet monthly for the first year after its initiation and at least every two months thereafter.

(N) The committee will prepare for the CHN LG: (1) An action plan every 12 months with description of the following years priorities, objectives, anticipated activities, and resource requirements. (2) A progress report every 6 months detailing progress towards objectives.

(O) Minutes of meetings will be taken and made available to CHN staff.

(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.

(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.

(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.

(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.

C. PATIENT CARE COMMITTEE FOR SEIU MEMBERS IN HOSPITAL CLASSIFICATIONS

The following provisions apply to patient care classifications.

1. Quality Patient Care

The City and the Union agree that quality patient care and a safe working environment require adequate staffing and that staffing levels within all departments vary with census,

acuity, shift, the specialization of various areas, changes in the specialization of the units, structural changes in the delivery of patient services and qualitative changes in average acuity. The City will establish two (2) Patient Care Committees, one for Laguna Honda Hospital and one for San Francisco General Hospital, including all Department of Public Health clinics. Each committee will be comprised of four (4) bargaining unit employees selected by the Union and four (4) representatives of the City selected by the City. The parties may mutually agree to expand the number of representatives to the committees as the need may arise.

2. Purpose

The purpose of the Patient Care Committees is to monitor the quality of patient services and make recommendations to improve patient services in the context of work design, if applicable, or in the current method or system of patient service delivery.

3. Meetings

The City will allow four (4) hours every two (2) months of release time for each employee member of the committee to attend meetings. Ten (10) days' notice shall be given by the moving party along with an oral or written proposed agenda. Authorized employee representatives will be granted time off to attend committee meetings, provided they have given their supervisor at least five (5) days' notice. Additional meetings may be scheduled by mutual agreement. The scheduling of any meetings will be subject to operational requirements of the hospitals.

RESOLUTION OF STAFFING ISSUES

1. Review Committee

If the patient care committee cannot reach agreement on a recommendation, the issue may be referred to a Review Committee of four (4) for consideration and recommendation. Two (2) representatives shall be selected by the Union and two (2) by the City. A majority of the review committee may invite resource persons to attend and participate in such review committee meetings. Such resource persons may review all relevant information before the committee pertaining to the subject matter under consideration and offer advice to resolve differences between the parties. The review committee may adopt recommendations by a majority vote of all four (4) members of the review committee.

2. Recommendations Implementation Process

Recommendations, both those approved by the Patient Care Committee or through the Review Committee, will be forwarded to the appropriate administrative director of the Hospital for implementation. Thirty (30) calendar days after receipt of a recommendation, the appropriate administrative director will send the Patient Care Committee a written summary of progress and may at the Patient Care Committee co-

chair's request to attend the next Patient Care Committee meeting to report on the progress. However, the City is not obligated to implement any recommendation that would cause the City to violate the terms of any City labor agreement or any local, state or federal law.

3. Resolution of Staffing Issues

In the event the Review Committee is unable to reach agreement on a recommendation concerning a staffing issue, or a recommendation of the Patient Care Committee or Review Committee is not implemented by the Department, a mutually agreed third-party neutral may be brought to join the Review Committee, provided, however, the third-party neutral may only be brought in two (2) times per fiscal year. In the event the Review Committee remains unable to resolve the staffing issue, the third party neutral shall make a binding determination to resolve the dispute.

The third-party neutral's authority is limited to a 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 shall cover no more than a single staffing issue at a time. The determination shall not add to or modify the MOU, nor shall it cause the City to violate the terms of any City labor agreement or any local, state or federal law. In reaching a determination, the third-party neutral must take into account area standards regarding staffing, state and federal laws, physicians' 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.

4. Selection of Neutral Third Party

Unless the parties agree otherwise, the third party neutral shall be selected by alternately striking names (first strike determined by lot) from the following list of five (5):

(All names to be subject to mutual agreement)
1._____
2._____
3._____
4._____
5._____

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

SECTION 6. WORK RULES

A. Clean-up Time – Classifications in Exhibit A and the following classifications only:
1920 Inventory Clerk
1932 Assistant Storekeeper

1934 Storekeeper
1938 Stores and Equipment Assistant Supervisor

Wherever the work processes require, a reasonable amount of clean-up time, will be allowed at the end of each work shift and before lunch.

B. Telephone Calls

1. All calls from a child, school, babysitters, or other persons involved in child care, and calls identified as emergencies shall be connected to the employee immediately. If the employee cannot be located or cannot be interrupted a message shall be left with the immediate supervisor or designee.

2. Employees should remind relatives, and persons in charge of the well-being of relatives, to identify their status to the staff person who takes the call. All calls of an emergency nature should be identified as such to the answering party. This is to facilitate necessary calls and to prevent unwarranted intrusions on the employee's time.

3. Rights granted under this Section shall be exercised reasonably.

C. Tardiness and Absence Without Leave Policy - Classifications in Exhibit A Only

1. Employees who call in prior to their starting time to inform their supervisor or designee they will be reporting late will be allowed up to a thirty-minute time extension from the regular reporting time to report to duty. The employee will not be docked provided the time is made up.

2. Employees who have not called in prior to their starting time will be allowed up to a thirty-minute time extension from the regular reporting time to report to duty, and will be subject to having pay withheld. For all instances of tardiness, time will be computed in fifteen (15) minute units. If such employee who has not called in is more than fifteen (15) minutes late, the employee may be replaced by another employee on the employee's assigned shift and will be given a float assignment.

3. All employees reporting late will report to the office of the designated supervisor at the time of arrival for appropriate assignment.

4. Employees over thirty minutes late will not be allowed to work and will be considered absent without leave, provided that if an employee who is over thirty minutes late is told to come to work by the facility pursuant to (1) hereof said employee shall be allowed to work the balance of the shift, if, in the judgment of the Department Head or designee, the tardiness is excusable.

5. Employees who are chronically tardy may be refused permission to work when tardy after having been notified in writing in advance of such proposed action. Such refusal does not preclude the Department from taking subsequent disciplinary action.

D. Sick Calls

The Department will designate personnel who are authorized to receive sick calls from the employees for each department or work unit. Each department manager will provide written policies and procedures for calling in sick.

E. Institutional Police (SFGH) Shift and Assignment Bidding

The Department of Public Health no longer employs 8204 Institutional Police Officers.

1. Every six months, watch supervisors shall prepare a list of all available 8204 assignments, including investigations and traffic control, by shift and days off, based on the needs of the Department.

2. Officers shall select their assignments and shift in the order of their seniority. The primary selection criteria shall be seniority; however, officers bidding on a special assignment must demonstrate and maintain an acceptable level of performance in order to retain the assignments for the full term. If a senior candidate is not retained in the assignment, the senior candidate shall receive a written explanation.

3. Seniority shall be determined by the length of time served in each classification at SFGH. This shall include all temporary, limited tenure and permanent time worked at SFGH provided there is no break in service in excess of six months.

4. When a shift or assignment becomes vacant more than two months prior to the twice yearly shift/assignment bidding process, the department shall post a notice for five (5) days accepting bids. The selection process shall be utilized as specified in #2 above, if staffing levels permit filling the assignment on an interim basis.

5. The department or the Union may propose changes in the procedures outlined above during the term of this agreement. Proposed changes shall be subject to the meet and confer process.

F. Radiologic Technologists, Radiology Department – SFGH

1. Job Assignments

a) The Department, in accordance with the Agreement, reserves the right to determine job assignments in the Radiology Department of San Francisco General Hospital.

b) The following factors shall be considered in determining job assignments: Performance, skills an ability, education, reliability (attendance and punctuality), affirmative action, seniority and the need for cross training.

2. Cross Training

The Department shall attempt to provide cross training, upon request, consistent with the needs of the service and quality patient care. In the event many such requests are made, employees selected for cross training shall be selected in accordance with the factors listed in Paragraph F.1.b of this section. Participation in these programs is voluntary.

G. Caseload Management (Medical & Psychiatric Social Workers and Psychologists)

Upon request, unit managers shall meet with professional staff of any department work unit to discuss caseload distribution and management.

SECTION 7. STAFFING AND WORK ASSIGNMENTS – CLASSIFICATIONS IN EXHIBIT A ONLY

A. Employee Assignments

Except as otherwise agreed upon in this Agreement, the Union recognizes it is the exclusive right of the Department to assign personnel and to make changes when necessary to meet the changing needs of the public and the patients. The Department agrees that in staffing shifts, personnel will be reasonably distributed based on the availability of staff and the assessment of departmental needs.

B. Permanent Float Employees – Nursing Departments – LHH and SFGH only.

1. A permanent float employee is an employee who does not have a regular assignment but reports to an appropriate supervisor for assignment. Assignments will be made in a fair and equitable manner.

2. The Department retains the right to determine the number of permanent float employees.

a) Voluntary assignment to permanent float status shall be based upon department need, employee's performance, ability and seniority.

b) Involuntary assignment to permanent float status shall be based upon inverse seniority providing performance and ability are equal.

3. Permanent float employees will not be assigned to the same work location more than two consecutive days in a week, unless they request longer assignments.

4. Permanent float employees may be assigned temporarily to work in place of an absent employee and, until such temporary assignment is completed, they are no longer considered on float status. At the completion of the temporary assignment, the department will notify the permanent float employee to again report to an appropriate supervisor for assignment.

5. The Department will make efforts to ensure that the employees who float will remain on an assigned ward for the duration of their shift. However, when no other resources are available, the Department retains the right to reassign the employee as needed.

C. Regularly-Assigned Employees Who Are Temporarily Reassigned (Floated) in a Given Shift.

1. Employees who are regularly scheduled in a unit may be temporarily reassigned (floated) to another unit within areas of specialization, whenever applicable and practicable, in a given shift because of departmental needs.

2. Floating will be kept to a minimum. Whenever it is necessary for regularly scheduled employees to float, assignment will be made in a fair and equitable manner.

3. The Department will make all efforts to ensure that employees floated to another unit will remain on that unit for the duration of their shift. However, when no other resources are available, the Department retains the right to reassign the employee as needed.

SECTION 8. SHIFT CHANGES IN THE SAME WORK LOCATION OR WORK UNIT PARAGRAPH A. THROUGH E. APPLICABLE TO CLASSIFICATIONS IN EXHIBIT A AND THE FOLLOWING CLASSIFICATIONS ONLY.

2903 Eligibility Worker
2908 Hospital Eligibility Worker

A. Employees of the same classification may request to change shifts within the same location or work unit. If employees desire to exchange shifts, they shall be able to implement the change with the agreement of their immediate supervisor. Such agreement shall not be unreasonably denied nor shall it be subject to the grievance procedure.

B. If it is necessary to reassign an employee to another shift, the employee with the least seniority in the work unit, will change the employee's shift, provided the employee has

adequate experience and ability and provided that no other employee wants to make the change.

C. Shift assignment may be change without regard to seniority for up to a (3) month period, provided there is a demonstrable documented need for training and/or development of such employee.

D. This section shall not apply to changes in hours within an A.M., P.M., or night shift as defined by the department.

E. Except as expressed above, this section shall not be interpreted as interfering with the department's ability to reassign employees.

F. The Department may not change shift or work assignments for punitive reasons.

G. Except in cases of emergency, as determined by the Department, 1428 Ward Clerks at SFGH Inpatient Nursing Department shall be given a minimum of ten (10) working days advance notice

SECTION 9. DAYS OFF – CLASSIFICATIONS IN EXHIBIT A **ONLY**

A. Full time employees at San Francisco General Hospital and Laguna Honda Hospital shall have fixed days off unless an election is held for rotating days off.

B. Fixed Days Off

1. Fixed days off is defined as the same days off each week. Seniority shall be the governing factor in determining days off under the Section.

2. The Department shall determine the available days off and in the scheduling of such days, the first choice shall go to that employee having the most seniority in a classification in the facility, department and shift. The second choice shall go to the second most senior employee and so forth.

3. Seniority, as used herein, shall begin on the first day of employment in the class in the hospital

a) Voluntary and involuntary changes of shift or work location within the same hospital:

1) Voluntary: An employee who voluntarily changes shift or work location within a hospital shall have no access to seniority earned at the employee's last assignment for the first (1st) 3 months on the new assignment. Beginning with the fourth (4th) month on the new shift or work location, such employee shall regain the employee's original seniority from the

previous assignment for purposes of scheduling days off in the new assignment when days off become available.

2) Involuntary: An employee who involuntarily changes shift or work location within a hospital shall have access to seniority.

b) Voluntary and involuntary reassignment to another hospital:

1) Voluntary: An employee who is voluntarily reassigned to another hospital shall have no access to seniority earned at the employee's last assignment and shall begin a new seniority date for purposes of determining days off.

2) Involuntary: An employee who is involuntarily reassigned to another hospital shall retain the employee's original seniority and shall have the right to exercise the employee's original seniority immediately upon the reassignment for purposes of determining days off.

C. Rotating Days Off/Fixed Days Off

If a majority of employees within a department wish to explore the possibility of rotating days off/or fixed days off if currently serving rotating days off, management will meet and confer with the Union over the definition and scheduling of rotating days off. In the event an agreement is reached, elections shall then be conducted within the department to determine the manner in which days off are to be scheduled (fixed or rotating).

SFGH RADIOLOGY DEPARTMENT – RADIOLOGIC TECHNOLOGISTS

1. The department shall determine available days off as agreed in Section 8, paragraph B of this Agreement.

2. If the Department determines the availability of days off based on the various specialty job assignments, and if more than one (1) employee is permanently assigned to a specialty job assignment, the most senior employee in the specialty job assignment shall have the choice of days off for the assignment.

SECTION 10. EMPLOYEE REQUESTS FOR REASSIGNMENT

A. An employee may at any time request reassignment to another position in the employee's class in the Department. Each section or division within the Department shall post notices of vacant assignments, shifts, or work locations on a bulletin board in the section or division with the vacancy for a period of not less than seven (7) calendar days. Such notices shall consist of class number and title, and information regarding the assignment, shift and work location which is vacant.

Personnel Officers shall post notices of vacancies approved for filling on bulletin boards listed in this Agreement until such time as the position is filled. Such notices shall

consist of class numbers and titles of job classifications in which vacancies exist and a contact person.

B. When a vacancy occurs, employees may bid for reassignment. Seniority, performance and ability shall be considered in the event the department elects to grant a requested reassignment.

C. When an employee is reassigned pursuant to this Section, the employee's seniority for scheduling days off and vacation shall be in accordance with Section 9B of this MOU. Temporary assignments may be made pending permanent assignments in order to provide proper care.

SECTION 11. HOLIDAY SCHEDULING POLICY

A. Definition of In-lieu Holidays

In-lieu holidays are days off taken in lieu of holidays which fall on a regular day off and shall be scheduled as follows:

1. Any employee who accumulates a day or days off in lieu of a holiday may elect to add said day or days off to the employee's normal days off, and such approval shall not be unreasonably denied. The scheduling of in-lieu days shall be by mutual agreement by the employee and the Department. Such days off must be taken within the fiscal year of the date of the holiday or the following fiscal year.
2. An employee may elect to add accumulated days off in lieu of holiday to the employee's annual vacation, provided that this election is made at the time vacation schedules are being prepared.
3. The department shall respond to all such request in writing within ten (10) working days. If two or more employees request the same day or days, the conflict shall be resolved in favor of the employee whose request has been received first. In the event the Department shall deny an employee's request in full, it shall be for good cause only and a statement of the reasons for such denial shall be given the employee. Such denials shall not be subject to the Grievance Procedure.

B. The Department will use its best efforts to grant each employee qualifying for paid holidays at least one (1) of the following three (3) holidays off: Thanksgiving Day, Christmas Day, and the following New Year's Day.

C. Holiday Overtime Rotation

The Department will establish a holiday overtime rotation in each work Unit to assign additional staff to work on City-designated paid holidays, as designated in Article III, Section F – "Holidays," of this Agreement. Should the Department make a holiday overtime assignment, the assignment will be made in addition to staff already assigned to work the paid holiday as part of their regular shift. A holiday overtime assignment shall not involuntarily displace a regularly scheduled employee.

Using the City-wide seniority list for each Unit, the rotation shall begin with the most senior qualified employee in the classification for which the holiday assignment is being made, and continue down through the seniority list. Each employee who accepts or declines an offer to work on a City-designated paid holiday will not have another opportunity until all other Unit employees in the classification have had an opportunity to accept or decline an offer to work on a paid holiday.

Should there be no volunteers to work on a paid holiday after providing the opportunity to all employees in the rotation, the manager may assign the least senior employee in the rotation to work on the holiday.

The only remedy for grievances regarding the holiday overtime rotation process shall be the opportunity to work on the following paid holiday.

D. Floating Holidays

Unless otherwise agreed to in writing between the employee or Union and the supervisor, floating holidays shall be requested by employees on or before March 1 of each fiscal year. If the employee does not request the employee's floating holiday by March 1, the Department will unilaterally schedule the floating holiday. The Department will notify the employee of such an assignment of a holiday one (1) week prior to the day assigned.

SECTION 12. VACATION SCHEDULING POLICY

A. Except as provided in paragraph B of this Section, vacations shall be scheduled by mutual agreement of the employee and the Department. In the event of a conflict between granting a similar request of two or more employees, the matter shall be decided in favor of the employee having the longest service in a classification and shift at the facility.

B. In the event vacation scheduling pursuant to paragraph A hereof is impractical, the following procedure will apply. Prior to January 1st of any year, any employee may submit up to three (3) choices of a preferred vacation period. The Department shall approve such choices on the basis of employee seniority within the employee's classification and shift at the facility and shall post a list of scheduled vacations within thirty (30) days. Any employee who fails to submit a choice or any new employee who misses the sign-up period shall schedule vacation by mutual agreement with the Department, provided that such scheduling shall not supersede a vacation scheduled by prior submission.

C. The Department has the right to limit the number of employees on vacation at any one time consistent with the needs of the service.

SECTION 13. HEALTH AND SAFETY

Policy:
All employee reports of unsafe working conditions will be investigated promptly and without prejudice.

A. Health and Safety Committee

1. Purpose
   The Union and the department recognize the importance of safety on the job and will work cooperatively to ensure safe working conditions. The Union will actively encourage its delegates to attend safety committee meetings and to be advocates for safe working conditions.

2. Membership
   The Safety Committee of Laguna Honda Hospital and San Francisco General Hospital will include a total of six (6) employee representatives. The Safety Committees of Community Health Programs and Mental Health Programs may include three (3) employee representatives each elected at large.

3. Release Time
   Employee Representatives shall receive paid release time from regular duties for Safety Committee meetings and Committee-approved activities. Time off for representation should not unduly interfere with the performance of duties or with the work flow requirements of the department.

B. Employees Who Become Ill or Injured on the Job

1. Employees who become ill on the job shall report to their immediate supervisor.

2. An employee who is injured on the job shall, in all cases, immediately report to the direct supervisor who shall act in accordance with established departmental and City policies, which shall include an investigation of the incident and completion of the Employer's report of Industrial Accident/Illness. An employee may utilize the employee's designated personal physician in accordance with the requirements of State law.

3. When an employee cannot be transported to an appropriate emergency station, a health practitioner will be called to the location of the injury and there determine the disposition of the case.

4. An injured employee will be given a copy of the injury report upon request.

C. Contagious Diseases

1. Some employees may be exposed to infectious and communicable diseases in the normal course of work. The Department has recommended policies and procedures designed to protect employees and patients, which include Infection Precautions, required and recommended immunizations, skin testing for tuberculosis, gammaglobulin prophylaxis for infectious hepatitis exposures, titers for Rubella (blood test), and medical examinations.

2. All known affected employees shall be contacted personally by the Department. A copy of such notice will be sent to the Union upon the employee's request. The Department will complete all workers' compensation forms in a timely manner.

3. The employer and the employee shall follow established infection control procedures.

4. The employer agrees to make AIDS education and sensitivity training part of the orientation and annual training. Representatives of the Union will consult with the employer in establishing the curriculum of this program.

5. The Department will arrange a meeting between Union Representatives and the individuals responsible for the training in handling medical wastes so the Union can review the training curriculum.

6. 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.

D. The Department shall provide new 2736 Porters with a special in-service training on the handling of infectious waste. The content of this training shall be developed by the Health and Safety Committees. The content of the training shall be approved by the Department's Infection Control Committee.

E. The Health Department Personnel Office shall make good faith efforts to assist an employee who is denied access to an EAP Stress Reduction Program offered at the worksites due to limitations on the number of program participants to be provided with a Stress Reduction Program within three months, except in emergency situations. Individuals needing stress reduction counseling can request this counseling at any time from the EAP.

F. The Department will solicit input and feedback from the employees designated by the Union who use lifting equipment at SFGH and LHH. This information will be submitted to the Product Evaluation Committee prior to the purchasing of such equipment.

SECTION 14. EPIC and LEAN PROCESS

The Department and the Union shall meet monthly (or less frequently by mutual agreement) through implementation of the EPIC electronic health record system to discuss updates to the system. The Department and the Union will attempt to agree on dates and agendas in advance so that a reasonable number of topic-appropriate Union and Department representatives may attend. The foregoing is not intended to limit or prejudice either parties' rights or obligations under the MMBA, or foreclose other means of communication about the EPIC electronic health system.

The Department is involved in an agency-wide initiative to improve efficiency and patient care, known as "LEAN." If the LEAN initiative results in significant and adverse impacts to working conditions of employees, the City will meet and confer as required under the MMBA.

SECTION 15. DURATION

This Agreement will remain in effect through June 30, 2022 and run concurrent with the Citywide collective bargaining agreement unless extended by mutual agreement.

EXHIBIT A

Class	Title
1428	Unit Clerk
1429	Nurses Staffing Assistant
2202	Dental Aide
2204	Dental Hygienist
2302	Nursing Assistant
2303	Patient Care Assistant
2305	Psychiatric Technician
2306	Sr Psychiatric Orderly
2310	Surgical Procedures Technician
2312	Licensed Vocational Nurse
2390	CPD Technician
2402	Laboratory Technician I
2406	Pharmacy Helper
2408	Senior Pharmacy Helper
2409	Pharmacy Technician
2416	Laboratory Technician II
2424	X-Ray Laboratory Aide
2430	Medical Evaluations Assistant
2436	Electroencephalograph Tech I
2471	Radiologic Technologist I, II, III
2472	Radiologic Technologist Lead
2473	Diagnostic Medical Sonographer I, II, III
2474	Diagnostic Medical Sonographer Lead
2514	Orthopedic Technician 1
2515	Orthopedic Technician II
2520	Morgue Attendant
2522	Senior Morgue Attendant
2536	Respiratory Care Practitioner
2554	Therapy Aide
2583	Home Health Aide
2585	Health Worker I
2586	Health Worker II
2587	Health Worker III
2588	Health Worker IV
2604	Food Service Worker
2606	Senior Food Service Worker
2622	Dietetic Technician
2650	Assistant Cook
2652	Baker
2654	Cook
2736	Porter
2738	Porter Assistant Supervisor
2770	Senior Laundry Worker
2772	Sewing Technician
7324	Beautician
7524	Institution Utility Worker

Departmental Supplementary Agreement
Between San Francisco International Airport
And Service Employees International Union
Local 1021

July 1, 2024 – June 30, 2027

REPRESENTATION

Employee Representatives

The Airport Chapter of Local 1021 will limit the appointment of official representatives as defined in the City-wide Collective Bargaining Agreement [Kagel Award] Article I.G. Official Representatives. For any section with fifty (50) SEIU-represented employees or less, only one individual from any single work unit at SFIA will be designated at the official representative. For those sections with more than fifty (50) SEIU-represented employees, one (1) representative from each shift may be designated as official representatives. Alternates within the same work unit may be designated. Alternates may only be granted release time when the primary representative is unavailable.

The Union must notify the Airport Human Resources Office of the names of employees for whom they are requesting official release time along with pertinent dates, times and locations. All requests must be submitted at least three (3) business days in advance of the requested date.

Bulletin Boards/Union Access/General Information

The Airport will make space available on glass-enclosed bulletin boards in Custodial, Communications, Airfield Operations and Police Bureau sections for SEIU to post materials. For those areas that may be under lock and key, the Union must submit the materials to a designated Airport representative for posting. This material must comply with the City's standards for materials posted on public bulletin boards.

Notification of New Employees

The City shall supply the Union with a list of new employees within forty-five (45) days of their employment. The list will contain the names, classifications and work unit of each new employee. The City shall also supply the Union with a list of resignations, retirements, transfers and promotions within forty-five (45) days after their occurrence.

Promotional Jobs Hotlines

The San Francisco International Airport will establish a "Jobs" telephone hotline for the sole purpose of providing current City & County of San Francisco employees with employment or promotional job information at San Francisco International Airport.

WORK SCHEDULES

Assignment of Work

1. Shift Bidding

Bargaining Unit employees assigned sections within 24-hour shift shall be entitled to select their work shift on the basis of seniority consistent with the practices historically in effect at each work unit at the time of the implementation of this Agreement. If a work unit does not have an established bidding interval, employees at that work unit shall, after the effective date of this Agreement, be entitled to bid on not less than an annual basis.

The parties recognize that the Airport presently has designated certain special assignments that require unique skills or abilities. Those assignments are as follows:

Airport Police Bureau	Class 9209 Airport Police Service Aides 2 - Lost & Found
Custodial	Class 2708 Custodian 1 - Exhibitions
Airfield	Class 9213 Airfield Safety Officer 3 - Training
	Class 9221 Airport Operations Supervisor 1 - Training
Communications	Class 9203 Airport Senior Communications Dispatcher 2 - Training 1 - Administrative Assistant

In filling these specialty assignment positions, the senior bidder shall be assigned unless management shall reasonably determine that the senior employee does not possess the published qualifications, knowledge, skills and abilities required by the assignment. A candidate whose bid for a special assignment position is not accepted shall be entitled to meet with the decision making supervisor to discuss the reasons why the candidate was not chosen.

If, on and after the effective date of this Agreement, management determines that it wishes to establish additional special assignment positions, it shall give written notice to the Union of that intent and, upon demand, shall meet and confer with the Union with regard to any such proposal.

2. Shift Trades

Employees involved in a shift trade will be deemed to waive their right to overtime pursuant to the City-wide Memorandum of Understanding, Article III.E. Overtime Compensation.

3. Meal and Rest Break Periods for Classifications 8217 Community Police Services Aide Supervisor and 9209 Community Police Services Aide

A. Meal Break

Employees are entitled to a forty-five (45) minute paid meal break.

B. Rest Breaks

Employees who work an 8-hour shift are entitled to two (2) fifteen (15) minute paid rest breaks. Employees who work a 10-hour shift are entitled to three (3) fifteen (15) minute paid rest breaks. The Department shall schedule the rest breaks.

C. Break Commencement

Meal and rest breaks shall commence once an employee arrives at the rest area, provided that the employee shall make best efforts to go directly to the rest area and return to the employee's post after the meal or rest break is over.

D. Meet and Confer

The City shall meet and confer regarding the impacts of the meal and rest break period changes provided under this section. The meet and confer shall begin not later than 45 days prior to the implementation date of this section. Until the meet and confer has been completed, meals and breaks for 8217 and 9209 employees shall continue by current practice.

TRAINING

Education and Career Development

1. Field Training Officer

The Airport and the Union shall designate a committee consisting of four (4) members representing management and four (4) members appointed by the Union to develop a proposal for a Field Training Officer within the Airport Communications and Police Bureau Section, and the Airport Operations Section.

PAY, HOURS & BENEFITS

Overtime

The Union and Airport Management shall mutually agree on the development and implementation of shift trade policy and overtime procedures including the distribution of overtime consistent with the operational needs of that department or particular unit.

LEAVES OF ABSENCE

Leaves of Absences – Submission of Leave Request

Except for vacation leave, witness or jury duty leave, compulsory sick leave or disability leave, an employee requesting leave for more than forty (40) hours shall submit a request in writing to the Appointing Officer or designee on an official Request for Leave form.

If the Leave is pre-scheduled, the Request for Leave Form must be submitted prior to the first day of the leave. If a leave is unscheduled, the Request for Leave form will be sent to the employee at the employee's last known address by both regular and certified mail. The employee is responsible for ensuring that the Airport Human Resources Office has the employee's current address on file. This form must be returned within ten (10) days of its postmark.

HEALTH AND SAFETY

Hazardous Materials

The Airport will make available the Material Safety Data Sheets for all janitorial cleaning chemicals at each of the Custodial Divisional Offices and lunchroom within each terminal. The Union may make an appointment to inspect these documents on a bi-annual basis. Airport Management is also willing to meet to discuss any concerns regarding these documents.

Health and Safety

The Union will not file or advance any future grievances pertaining to staffing or overtime under Article VI.A., Health and Safety, of the City-wide MOU.

EMPLOYMENT CONDITIONS

Equipment and Uniforms

1. Safety Clothing/7 Point Stars

   Not later than 15 days after the effective date of this Agreement, the Airport and the Union shall commence meeting and conferring for the purpose of reaching

agreement upon the design and distinguishing characteristics of an appropriate safety vest or belt to be worn by the Police Service Aides at the Airport. The parties shall consider, and include within their final Agreement, of whatever nature the following factors: (a) the necessity of distinguish the Police Service Aides employees from non-police traffic control employees at the Airport; (b) the fact that the vest or belt must clearly identify the wearer as a member of a law enforcement agency; (c) and that the fit and material of the vest or belt be light weight and non-restrictive as feasible, consistent with its purpose.

Airport Employee Commute Options Program

The San Francisco International Airport (SFIA) Employee Commute Options Program (Eco Program) will be available for the term of the Agreement to SFIA employees. Under the Eco Program, employees who relinquish their SFIA-provided free parking privileges will receive a monthly allowance in an amount set by SFIA. Participation is voluntary and approved on a first come first serve basis. The SFIA reserves the right to amend or discontinue the Eco Program in its sole discretion, for any reason including but not limited to a lack of funding as determined by the SFIA, with thirty (30) days' notice to the Union and affected employees. If SFIA terminates the Eco Program, participating employees shall have their free parking privileges reinstated effective the day after termination of the Eco Program. Employees who elect to participate in the Eco Program and then withdraw shall provide thirty (30) days' notice to SFIA. SFIA shall restore their free parking privileges effective the day after the employee's withdrawal from the Eco Program. Denial of participation in the Eco Program, the amount provided, and the decision to terminate the Program are not subject to the grievance procedure. Failure to provide adequate notice under this section and failure to reinstate free parking privileges are subject to the grievance procedure.

POLICY CONCERNING SUBSTANCE ABUSE

I. General Policy Applicable to Airport Commission Employees

A. Employees are required to notify the Airport Human Resources Department in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days following such conviction. Failure to make this notification may result in disciplinary action, up to and including discharge.

B. It is also the Airport's policy that the use of controlled substances and alcohol by any employee while on the job is prohibited and provides the same penalties for violation as set forth above. The definition of "use" is not limited to actual consumption of controlled substances and alcohol (or any other means of introducing such drugs or alcohol into one's system) while on the job; "use" also is defined to include evidence of the presence at the levels indicated in Appendix A, of controlled substances or alcohol in an employee's system while on the job, irrespective of when the substance may have been consumed by the employee or otherwise introduced into the employee's system In the case of alcohol, use is further defined later in this document.

C. In certain circumstances, alcohol and drug addictions may be considered illnesses. If an employee suspects that the employee has an alcohol or drug problem, help is readily available to the employee and the employee's family if the employee self-identifies as outlined in D. below before commencement of an investigation or disciplinary process. Employees coming forward under these circumstances will not be disciplined absent other issues (e.g. using drugs while on duty). Information on professional and self-help programs for intervention when a substance abuse problem is suspected is available from the City's Employee Assistance Program ("EAP") and the Airport Human Resources Department.

D. Under conditions described below, the Airport will assist employees who identify themselves to the Airport as having a drug and/or alcohol problem and demonstrate their willingness to seek and accept professional help for their addiction.

1. Such assistance might include granting the employee a leave of absence, if such leave is determined to be necessary by substance abuse professionals, to obtain treatment for or help with the problem.

2. An employee who self-identifies and fulfills the employee's obligations for rehabilitation as recommended by an Airport-authorized Substance Abuse Professional ("SAP") may be subject to return-to-duty and follow-up testing as described in Section IV.E.

3. The employee must self-identify to an Airport supervisor prior to being approached by Airport managerial personnel with reasonable suspicion that the employee has a substance abuse problem causing unacceptable on-duty behavior or prior to being asked to submit to a drug or alcohol test. Self-identifying after notification of a drug or alcohol test will not relieve the employee of the requirement to take a test, nor will it be cause to prevent the implementation of disciplinary action on the basis of the results of the test or refusal to be tested. Likewise, an employee's self-identification following any conduct which constitutes a violation of this policy will not prevent disciplinary action.

4. The Airport has designated the Airport Human Resources Director as the contact person responsible for answering questions about this Policy and programs to assist employees.

E. The Airport retains all rights under the Civil Service Commission Rules and/or the Collective Bargaining Agreement if applicable to place employees on compulsory sick leave for on-the-job behavior that jeopardizes the safety of themselves or others.

II. Policy of Testing for Reasonable Suspicion

A. The Airport may test with reasonable suspicion for the presence of alcohol and or controlled or illegal drugs at levels set forth in Appendix A, for the following classifications:

9202 Airport Communications Dispatcher
9203 Senior Airport Communications Dispatcher
9204 Airport Communications Supervisor
9212 Aviation Security Analyst
9213 Airfield Safety Officer
9220 Aviation Security Operations Supervisor
9221 Airport Operations Supervisor
1929 Parts Storekeeper

B. The Airport may test all employees under the reasonable suspicion for the presence of alcohol.

C. Purpose - The purpose of reasonable suspicion testing is to provide management with a method of identifying employees who may pose a danger to themselves and others in their performance of their job duties because of their use of drugs or alcohol, or both. Employees may be at work in a condition that raises concern regarding their safety. A supervisor must make a decision as to whether reasonable suspicion exists to conclude that substance abuse may be causing the behavior. The supervisor making this determination will be trained in the facts, circumstances, physical evidence, physical signs and symptoms, or patterns of performance and/or behavior that are associated with use.

D. Reasonable suspicion testing will be administered when a supervisor who has received training as set forth in II.C. above observes covered employee behavior indicating possible drug use or alcohol misuse.

1. The supervisor must observe and describe specific behavioral, performance, or contemporaneous physical indicators of probable drug use or alcohol misuse. Upon making such observation, the supervisor will determine whether the supervisor believes the employee to be using drugs or misusing alcohol and order the employee to undergo testing as appropriate.

2. The supervisor will obtain the opinion of a second trained supervisor, if circumstances permit. If both supervisors agree that reasonable suspicion exists, the employee will be escorted to the collection site by a supervisor and will be provided transportation home after testing is completed. The employee may, at the employee's request, instead of being tested, be evaluated by a medical physician at SFO Medical Services, if a physician is available. However, such an examination may involve diagnostic tests, including the drawing of blood or urine. If a physician is unavailable, the employee shall submit to the required test.

3. An employee who is tested for reasonable suspicion where the results are not available immediately will be placed on administrative leave without pay pending receipt of the test results. If the employee passes the test(s), all lost pay shall be restored to the employee unless there was conduct which may supply an independent basis for disciplinary action.

4. Testing will cover the substances listed in Section III.F.1. below.

E. Procedures for reasonable-suspicion testing are described in Sections III.F. and G. below.

F. Employees employed in "safety sensitive" positions as described in Section III.A., who test positive may be subject to return-to-duty and follow-up testing as described in Section III.H.

III. Policy Applicable to Safety-Sensitive Employees

A . The Airport has determined that the following classifications are subject to this section:

9202 Airport Communications Dispatcher
9203 Senior Airport Communications Dispatcher
9212 Aviation Security Analyst
9213 Airfield Safety Officer

9220 Aviation Security Operations Supervisor
9221 Airport Operations Supervisor
1929 Parts Storekeeper

The Parties hereby acknowledge and recognizing that to the extent that federal law mandates that more stringent standards or procedures apply to Airport employees, those standards and procedures shall supersede those set forth herein. The Airport shall advise the Union of its determination that higher standards must apply, and will meet and confer with the Union regarding any impact of such a determination on matters within the scope of bargaining. Nothing herein shall constitute a waiver of the Union's right to challenge any Airport determination that higher standards must apply through available judicial processes.

B. No employee may perform a safety-sensitive function when that employee has a prohibited drug, or an alcohol concentration of 0.02 or more, in the employee's system. Employees who are covered by this section currently include all persons in the following job classifications:

9202	Airport Communications Dispatcher
9203	Senior Airport Communications Dispatcher
9212	Aviation Security Analyst
9213	Airfield Safety Officer
9220	Aviation Security Operations Supervisor
9221	Airport Operations Supervisor
1929	Parts Storekeeper

C. An employee in a safety-sensitive position may not consume alcohol for at least eight hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

D. Possessing or consuming alcohol while on Airport property is also a violation of this Policy, with the following exceptions:

1. Consumption, possession, sale or purchase of alcohol in certain approved restaurant, cocktail, conference or recreational facilities of the Airport when employees are not on working time and or not in uniform; and

2. Possession of alcohol in sealed containers in an employee's private vehicle on Airport property or while being transported in compliance with applicable legal requirements.

E. The Airport recognizes that confidentiality of information obtained in the drug and alcohol testing process is a critical concern to all employees who have been or will be tested. The Airport will handle test results and employee information in a confidential manner. All participants in the collection, testing and reporting

process will be informed of their responsibility to protect the employee's privacy and testing program confidentiality. Testing records and results will be released only to the limited designated personnel authorized to receive such information.

F. All employees performing safety-sensitive functions, as provided in III.A. above, shall be subject to urine drug testing and alcohol testing by an evidential breath testing (EBT) device, for reasonable suspicion (see G. below), following an accident (see H. below), on a random and unannounced basis, and prior to return to duty and on a follow-up basis after rehabilitation (see I. below).

1. Drugs to be tested for include marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. Alcohol concentration is measured by EBT.

2. If an employee in a safety-sensitive position refuses to take a required drug or alcohol test, tests positive for any of the above-listed drugs, or shows an alcohol concentration of 0.04 or greater, such employee shall be immediately relieved of the employee's safety-sensitive functions, shall be referred to the Medical Review Officer ("MRO"), and may be subject to discipline based on the facts of the case, up to and including discharge.

3. If an employee tests positive for alcohol with an alcohol concentration of at least 0.02 but less than 0.04, that employee shall immediately be removed from service; said employee shall be counseled, and shall be advised to seek professional help in the event the employee may have a substance abuse problem. More than one instance of showing an alcohol concentration in this range will subject an employee to more serious disciplinary action. If an employee is seen drinking alcohol while on duty, the employee may be subject to serious discipline, up to and including discharge for the first offense.

4. If an employee adulterates a specimen for drug or alcohol testing or otherwise falsifies or attempts to falsify the testing process or results, such employee will be subject to severe discipline.

G. "Reasonable suspicion" testing as used in this policy means a drug or alcohol test required when a supervisor or manager reasonably suspects an employee of using a prohibited drug or alcohol while on the job, and when a second trained supervisor or manager, if one is available, agrees that reasonable suspicion exists.

H. "Post-accident" testing as used in this policy means a drug or alcohol test required in the event of an occurrence (accident), in which an individual dies, or any nonfatal accident involving an Airport vehicle in which an individual is injured and immediately receives medical treatment away from the scene, or in which one or more vehicles involved sustains disabling damage as a result of the occurrence and must be towed away. A post-accident drug test will be administered to an employee or employees when an accident, as defined above, has occurred and the

employee performed a safety-sensitive function that either contributed to the accident or cannot be completely discounted as a contributing factor in the accident. An employee will be subject to alcohol testing in a post-accident situation only when the employee's conduct causes a supervisor or manager reasonably to suspect that the employee may be under the influence of alcohol.

I. "Return-to-duty" testing as used in this policy means a drug or alcohol test required when the Airport allows an employee who did not pass a drug or alcohol test to return to work or when an employee has self-identified before any testing is required and has successfully completed an appropriate rehabilitation program. The SAP must determine that the employee may return to duty. Employees returning to duty as described in this paragraph may be given unannounced "follow-up" drug or alcohol tests, or both, if recommended by the SAP. Such follow-up tests shall not exceed a two year period, unless special circumstances prompt the SAP to recommend an extension of this period.

IV. Drug and Alcohol Testing Procedures

SFIA/SEIU drug testing procedures shall be based on Department of Transportation (DOT) standards. The procedures set forth below were established as of July 2000 and are for general informational purposes. To the extent these procedures have been modified by more current DOT standards, DOT standards shall supersede those set forth here.

A. Pre-Employment Testing

1. Purpose - The purpose of pre-employment testing is to identify applicants who have consumed a prohibited drug in the recent past. This behavior has the potential to impact the workplace and may present an unacceptable safety risk to the employee, coworkers, passengers, and the general public. The Airport will not hire an applicant who tests positive in a pre-employment drug test.

2. Coverage – Applicants, except current City employees, seeking the following positions will be required to submit to urine drug testing as part of the selection process:

   a. Candidates applying for the following positions are subject to pre-employment drug testing:

      9202 Airport Communications Dispatcher
      9203 Airport Senior Communications Dispatcher
      9204 Airport Communications Supervisor
      9212 Aviation Security Analyst
      9213 Airfield Safety Officer
      9220 Aviation Security Operations Supervisor

9221 Airport Operations Supervisor
1929 Parts Storekeeper

b. Applicants, except current City employees, for classifications whose incumbents must obtain security clearances because of their access to areas secured by U.S. Customs will also be subject to pre-employment testing. Such classes currently include:

2708	Custodian
2716	Custodial Assistant Supervisor
2718	Custodial Supervisor I
2719	Janitorial Services Assistant Supervisor
7268	Window Cleaner Supervisor
7392	Window Cleaner

c. Applicants who test positive, or who decline to be tested, will not be further considered.

3. Pre-employment drug testing shall be administered only after the candidate has been given and has accepted a conditional job offer. The conditional offer shall specify that a final offer shall be conditioned upon, among other things, negative drug test results.

4. Collection and testing procedures for pre-employment drug testing will be the same as for other types of testing as described in paragraph F, as applicable to the circumstances, except that the individual will not be escorted to or from the collection site.

B. Random Testing

1. The Airport will administer random drug tests to employees in classifications listed in Section III.A. of the Policy Concerning Substance Abuse Random drug tests will be conducted without advance notice during employees' normal working hours.

a. All employees will be placed in a random testing pool, from which random selection shall be made. The Human Resources Director or designated representative shall notify said employees in as confidential manner as reasonably possible.

b. The random numbers or other identifiers assigned to all employees who have been selected for random testing shall be immediately returned to the pool, so that everyone has an equal chance of being selected for the next round of testing.

2. The Airport will annually require at least 25% of the covered employees to undergo drug testing, except that the Airport Director may revise the testing rate after reviewing data concerning the rate of positive tests in the previous calendar year. Random testing will be conducted throughout any given year at a relatively steady rate, although the days of the week and the times when testing is conducted will vary.

C. Reasonable Suspicion Testing All employees shall be subject to reasonable-suspicion testing in classifications set forth in Section II.A. and B.

D. Post-Accident Testing

1. Purpose - The purpose of post-accident drug testing is to determine whether substance abuse has been a causative factor in an accident in which an individual dies or is injured or disabling damage occurs to one or more vehicles involved. Although the first concern is the health of any accident victim(s), post-accident drug and alcohol tests must be performed as soon as possible after the accident and after it is determined that the employee's performance cannot be ruled out as a contributing factor.

2. Post-accident drug tests must be administered whenever a safety-sensitive employee is involved in an occurrence (accident) with an Airport vehicle in which an individual dies. Testing is also required when in an occurrence an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident, or in which the Airport vehicle or another vehicle involved incurs disabling damage and is transported away from the scene by a tow truck or other vehicle. In such nonfatal accidents, the Airport will test a covered employee on duty in the vehicle if the employee has been cited or if the Airport Human Resources Director or designated representative determines the employee's performance could have contributed to the accident.

   a. In the event of an accident described in 1. above, urine specimens must be collected, not later than eight (8) hours after the accident, from every employee who performed a safety sensitive function that either contributed to the accident or cannot be conclusively ruled out as a contributing factor to the accident. Ordinarily, specimens will be collected as soon as possible after the accident, allowing for treatment of any injuries first.

   b. Alcohol testing will be conducted only when the employee's conduct, besides the mere fact of being involved in an accident, causes a supervisor or manager reasonably to suspect the employee may be under the influence of alcohol. An alcohol test should be administered within two (2) hours of the accident, and must be administered within eight (8) hours of the accident.

c. The decision to administer post-accident drug and alcohol tests will be made by an Airport supervisor.

d. Supervisors will explain the reason for the tests to each employee to be tested and will escort employees to the collection site.

e. Employees involved in occurrences as defined in paragraph D.2. above must remain available for testing following the accident and should be paid for this time. The supervisor shall inform the employee(s) when the employee(s) may leave. If an employee leaves the scene without authorization or is otherwise unavailable for testing, the employee shall be considered to have refused the test and shall be subject to appropriate discipline.

3. If reasonable suspicion (see b. above) is also found in post-accident situations, the employee will be transported home and placed on administrative leave without pay until test results are received. The employee will be reinstated and any lost pay will be restored should the test results be negative.

E. Return-To-Duty and Follow-Up Testing

1. Purpose - The purpose of return-to-duty testing is to provide assurance that the employee is presently free of alcohol and/or any prohibited drugs and is able to return to work without undue concern about continued substance abuse. The purpose of follow-up testing, which will be specified by the Airport's SAP according to the circumstances of each case, is to ensure that an employee's recovery from substance abuse is continuing so that the possibility of accidents and injuries is minimized.

2. Any employee who refuses to take or does not pass a required drug or alcohol test, and is not discharged, may not perform a safety sensitive function until the employee passes a drug or alcohol test, or both, and the SAP has determined that the employee may return to duty. The leave and pay status of any such employee before return to duty will depend upon the circumstances.

3. Employees who are subject to follow-up testing must undergo unannounced testing if such testing is recommended for the SAP. The duration and frequency of their tests will also be determined by the SAP, but may not exceed 2 years unless circumstances arise which cause the SAP to recommend an extension. The terms and conditions of any return to work situation will depend upon individual facts.

4. Employees subject to follow-up testing will at all times remain in the random testing pool so that such employees may be required to undergo random testing in addition to follow-up testing.

F. <u>Procedures Common to Pre-Employment, Reasonable Suspicion, Post-Accident, Random, Return-to-Duty, and Follow-up Drug Testing</u>

1. When an employee must be tested for reasonable suspicion or following an accident, the employee will be escorted by a supervisor to the collection site. Upon arrival at the collection site, the employee will be required to follow the instructions of collection site personnel. In other situations, the employees will not be escorted.

   a. The employee will be required to complete a urine custody and control form, the purpose of which is to ensure proper identification, handling, and confidentiality of the specimen.

   b. The employee will provide a urine specimen in a private enclosure according to instructions of collection site personnel.

      (1) The employee will be provided with a securely wrapped single-use collection cup or specimen bottle, to be opened in front of the employee.

      (2) The employee will be required to provide a specimen of not less than 45 milliliters (ml.) of urine.

      (3) The collection site person will pour the urine into two specimen bottles (if a collection cup is used) or pour off urine in excess of 30 ml. from the specimen bottle used for collection into another specimen bottle. This process will result in a split sample consisting of the primary specimen of 30 ml. of urine and the split specimen of at least 15 ml. of urine.

   c. The specimens will be sealed and labeled by collection site personnel. The employee will observe the sealing and initial the labeling. The specimens will be transported to a laboratory approved by the Department of Health and Human Services ("DHHS") for actual testing.

   d. If the employee is unable to provide at least 45 ml. of urine, the collection site person will instruct the employee to drink not more than 24 ounces of fluids during a period of up to two hours. The employee will then be directed to provide another specimen, and if the employee provides 45 ml. of urine, the first specimen shall be

discarded. If the employee fails to provide 45 ml. of urine, the specimen shall be discarded and the employee referred to the MRO, who shall refer the employee for medical evaluation to determine whether the individual's inability to provide an adequate specimen is genuine or constitutes a refusal to submit to a drug test. Applicants who do not provide 45 ml. of urine after this procedure shall not be considered further in the selection process.

e. Employees will be escorted or directed to report back to their work sites or vehicles, as the case may be. If an employee is being tested for reasonable suspicion, the Airport will arrange for transportation to the employee's residence.

2. In certain limited circumstances, the specimen collection will be monitored.

a. If there is reason to believe that an individual has adulterated the specimen or otherwise compromised the collection process, that individual will be asked to provide a specimen under the direct observation of a same-gender collection site person. The following circumstances may result in a request that an individual provide a specimen under direct observation:

(1) The employee has presented a urine specimen that falls outside the normal temperature range (90.5-99.8F) and declines to provide a measurement of oral body temperature by sterile thermometer or shows an oral temperature that varies more than 1C/1.8F from the temperature of the specimen.

(2) The last urine specimen provided by the employee (the most recent test) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2 g/L.

(3) The collection site person observes conduct clearly and unequivocally indicating an attempt to adulterate the specimen (for example, substituting urine in plain view or presenting a specimen containing blue dye).

b. If the employee refuses to cooperate with the collection process, the collection site person will inform the Airport Human Resources Director or designated representative and shall fully document the non-cooperation on the urine custody and control form. Failure to cooperate may result in disciplinary action, up to and including discharge. In the case of pre-employment testing, any failure to

cooperate by an applicant shall disqualify the applicant for further consideration in the selection process.

3. The laboratory will perform screening of the specimens using a technique known as immunoassay. All positive results will be confirmed using a second technique known as gas chromatography/mass spectrometry.

4. All test results will be reported by the laboratory to the Airport's MRO, who is a licensed physician with knowledge of substance abuse disorders, in a manner designed to ensure confidentiality of the information. Only specimens confirmed positive by gas chromatography/mass spectrometry will be reported as positive by the laboratory to the MRO.

5. The MRO, after appropriate review, will report test results to the Human Resources Director or designated representative.

    a. In the event of a positive test result, the MRO shall give the individual an opportunity to discuss the test result with the MRO before reporting the result as positive to the Airport.

    b. The employee shall be given twenty-four (24) hours to respond to the MRO's attempt to contact the employee; failure to respond within that time will cause the MRO to request that the Airport's Human Resources Director or designated representative contact the employee and direct the employee to contact the MRO immediately.

    c. The MRO shall examine any alternative medical explanations offered by the individual to explain any positive test result.

    d. If the MRO determines that there is a legitimate explanation for a positive test result, the MRO shall report that result to the Airport as negative.

    e. The MRO shall verify a result as positive to the Airport without direct contact with the tested employee when:

        (1) The employee expressly declines the opportunity to discuss the test; or

        (2) The Human Resources Director has directed the employee to contact the MRO and more than two (2) days have passed without such contact occurring.

f. The MRO shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen.

6. When the MRO reports a positive result for an employee and depending on the facts of the case, the employee may be subject to disciplinary action, up to and including discharge

7. All test results will remain strictly confidential, whether maintained by the laboratory, the MRO, or the Airport.

   a. Individual test results may be released to a third party only if the tested individual signs a specific written authorization to release the results to an identified person or if proper legal authority compels such release.

   b. The MRO will report results only to the Human Resources Director or designated representative.

   c. The MRO will provide to the individual the individual's tests result upon request by the individual.

   d. The Human Resources Director or designated representative will share this information only on absolute need-to-know basis. Those receiving this information will be informed of its confidentiality.

8. An employee (or applicant) who does not pass a drug test administered under the Policy Concerning Substance Abuse may request that the split urine sample be tested by submitting a written request to the MRO within seventy-two (72) hours of notification by the MRO to the employee of the employee's right to request another test. The MRO will then direct, in writing, the laboratory to provide the split sample to another DHHS-certified laboratory for analysis.

   a. If testing of the split sample fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test. The MRO shall also cancel the test if the split specimen is unavailable, inadequate for testing, or untestable. The MRO shall declare that the employee has passed the test in any circumstance where a second test is not possible through no fault of the employee or that test fails to confirm the presence of any prohibited substance(s).

   b. The employee who has not contacted the MRO within the seventy-two (72) -hour period may present to the MRO information documenting circumstances, such as serious illness or injury that

unavoidably prevented the employee's timely request for testing of the split sample. If the MRO determines the employee's information adequately explains the employee's failure to contact the MRO, the MRO shall then direct the testing of the split sample be performed.

9. An employee who refuses to take a required drug test will be presumed to have tested positive, and shall be subject to appropriate disciplinary action, based upon the facts of the case, up to and including discharge.

10. An employee who does not pass, or who refuses, a required drug test and is not discharged shall be referred to the Airport's SAP for evaluation. The SAP shall be a licensed physician who has knowledge of substance abuse disorders and their treatment.

G. Alcohol Testing Procedures

1. Alcohol testing will be accomplished by means of an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration and listed on its Conforming Products List. The EBT measures an employee's alcohol concentration in exhaled breath.

2. Alcohol testing will take place at a testing site or facility and will be conducted by persons qualified as Breath Alcohol Technicians.

   a. Employees and applicants to be tested will either report or be escorted to the testing site for testing. The test will be administered by a properly trained Breath Alcohol Technician (BAT).

   b. The BAT shall be trained to proficiency in the EBT the BAT is using and in the alcohol procedures specified in this Policy.

   c. The alcohol test shall be conducted in a manner that provides the employee with privacy to the greatest extent applicable.

   d. The EBT must be secured with no unauthorized access at any time. Only one test will be conducted at a time, and the BAT may not leave the testing site while the preparations for testing or the test itself is in progress.

3. Testing process

   a. The individual to be tested must present to the BAT positive photo identification (such as a driver's license or Airport identification card).

b. The employee or applicant and the BAT must complete, date and sign a form indicating that the employee or applicant is present and providing a breath specimen. A copy of the completed form will be provided to the tested individual.

c. The BAT will initially conduct a screening test.

(1) The BAT will open an individually sealed, disposable mouthpiece in view of the employee or applicant and attach it to the EBT.

(2) The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained. The BAT will then show the employee the test result displayed on the EBT or on the printed result.

(3) If the result of the screening test is an alcohol concentration less than 0.02, no further testing is required and the test result will be considered as negative.

(4) If the test result shows an alcohol concentration of 0.02 or greater, a confirmation test will be performed.

d. The confirmation test must be conducted at least 15 minutes, but not more than 20 minutes, after the completion of the screening test.

(1) During the interval between tests, the employee may not eat, drink, or put any substance into the employee's mouth. The employee will also be instructed not to attempt to belch. (However, the test will be conducted even if the employee disregards the instructions.)

(2) The confirmation test is conducted using the same procedures as the screening test, with a new mouthpiece.

(3) If results of the screening and confirmation tests differ, the confirmation test result is deemed to be the final result.

(4) If the result displayed on the EBT is not the same as that on the printed form, the test will be canceled, and the EBT removed from service.

e. Following completion of the testing, the BAT will sign and date the form, and the employee will sign and date the certification

statement. The BAT will attach the alcohol test result printout directly onto the alcohol collection form with tamper-proof tape (unless the results are printed directly on the form).

f. In the event of an incomplete test, the BAT must begin a new test using a new alcohol testing form with a new sequential test number.

g. Refusal by an employee to complete and sign the alcohol testing form, to provide an adequate amount of breath, or otherwise to cooperate with the directions of the BAT will be deemed a refusal to be tested, will result in a presumed positive test, and may subject the employee, depending on the facts of the case, to disciplinary action, up to and including possible discharge. Refusal by an applicant to do any of these things will result in rejection from employment.

(1) If the employee fails to provide an adequate amount of breath, the employee shall be immediately referred to a physician, who shall determine the employee's medical ability to provide an adequate amount of breath.

(2) If the physician determines that no there is no valid medical reason for the inadequate breath, the employee's failure will be considered a refusal to take the test.

h. If a screening or confirmatory test cannot be completed, the BAT must, if practicable, begin a new test using a new alcohol testing form with a new sequential test number.

4. Test Accuracy

a. The above procedures must be followed rigorously for each test.

b. Alcohol tests will be considered invalid when one or more of the following occur:

(1) The external calibration check of the EBT produces a result outside the allowed tolerance levels.

(2) A device other than an NHTSA-approved EBT is used.

(3) The BAT does not wait 15 minutes between the screening and confirmatory tests.

(4) The alcohol test form with the attached EBT printout is not completed correctly. Employee and BAT signatures, or relevant BAT remarks, should be included.

(5) The EBT fails to print the confirmation results, the sequential test number on the EBT is not the same as the number on the printout, or the alcohol concentration displayed on the EBT is different from what is printed out.

5. Consequences of Positive Result

a. Any safety-sensitive employee whose confirmation test shows an alcohol concentration of 0.02 or greater shall be removed from service and will be advised to go to the Employee Assistance Program or to seek other appropriate treatment in the event the employee may a substance abuse problem. A second such incident will result in disciplinary action. If a safety-sensitive employee's test results are 0.04 or greater, the employee will be immediately removed from service, escorted home, and referred for an evaluation by the MRO or SAP. Depending on the facts of the case, that employee may also be subject to appropriate discipline. In addition, the MRO or SAP must approve of the employee's participation in a rehabilitation program, if appropriate, if the employee is permitted to return to work.

(1.) The MRO or SAP shall determine, among other things, the employee's fitness for duty, whether and what rehabilitation programs may be appropriate, the period of time the employee should be subject to follow-up alcohol testing after return to duty as discussed elsewhere, and whether follow-up drug testing should also be included.

(2.) Assessment by the MRO or SAP shall be scheduled as soon as is feasible. The employee shall not be permitted to work in the interim.

(3.) Assessment by the MRO or SAP shall not affect the Airport's right to discipline, including discipline an employee including discharge if circumstances warrant, for being under the influence of alcohol.

b. If a non-safety sensitive employee's confirmation test is less than 0.04, the employee will be allowed to return to work, barring other extenuating circumstances. If a non-safety sensitive employee's confirmation test is 0.04 or greater, that employee will be advised to seek treatment in the event the employee may have a substance abuse problem. The employee

may be counseled or disciplined, depending upon the test result level and upon the circumstances and behavior of the employee. The employee shall be relieved of duty for the remainder of the shift and escorted home a second such incident may result in more severe action.

If a non-safety sensitive employee's confirmation test is 0.08 or higher that employee shall in addition to the above, be referred to the MRO or SAP.

V. Employee Self-Identification

A. Employees having substance abuse problems may self-refer to the Airport's Employee Assistance Program through an Airport supervisor or through the Human Resources Department, or may otherwise self-identify and seek rehabilitation for a chemical dependency problem without penalty. The Airport encourages employees having substance abuse problems to self-identify, and will assist in coordinating treatment, including authorizing applicable periods of leave for the employee to be treated. (Each case, however, will be evaluated on its own facts.) Self-referral or self-identification after notification of a required drug or alcohol test will not relieve the employee of the requirement to take a test, nor will it prevent the administration of disciplinary action on the basis of the test results or a refusal to be tested.

This Agreement is by and between the City and County of San Francisco (San Francisco International Airport) and Service Employees International Union Local 1021. This Agreement will remain in effect through June 30, 2022 and run concurrent with the Citywide collective bargaining agreement unless extended by mutual agreement**.**

Departmental Supplementary Agreement Between San Francisco Public Library And Service Employees International Union Local 1021

Section 1. Notification of New Library Employees

Personnel Office Notes (PONs)

The Library Personnel Office shall continue to publish the PONs twice each month. PONs shall include job-related information of interest to Library employees. Information contained in PONs shall contain but not be limited to the following:

-Notice of positions open for bids
-Library, city-wide and other job positions
-Resignations
-Retirements
-Promotions
-New hires
-Transfers
-Announcement of events of interest to Library employees

Section 2. Departmental Human Resources Guidelines

The Library agrees to codify current Human Resources Guidelines in the form of the Employee Handbook. Once assembled these practices shall be provided to the Union for review and comment. The Union shall notify the Library within 30 calendar days if it desires to meet and discuss the Human Resources Guidelines.

The Library reserves the right to update the Employee Handbook as required by changes in applicable City or contract changes, which shall be provided to the Union for review and comment. The Union shall notify the Library within 30 calendar days if it desires to meet and discuss these changes.

A copy of these Human Resources guidelines will be made available to each library employee and at each work location.

Section 3. Health, Safety and Emergency

In accordance with Article 6, Health and Safety, the Library agrees to continue the Library Health, Safety and Emergency Committee for the purposes of reviewing health, safety and emergency issues relating to the Library employee working conditions.

This Committee, as part of its responsibilities, will review safety and emergency procedures. This Committee shall meet not less than once every three (3) months, or as needed. The City Librarian shall designate up to seven (7) additional members which shall be representative of the staff, including paraprofessional/clerical, librarian, janitorial, security and management, including two (2) members nominated by the Union.

The Library shall make copies of all emergency procedures readily available at all work locations.

Section 4. Staff Development

The Library agrees to continue the practice of providing staff committee participation in the identification, provision and funding of staff training and development.

A committee of staff representatives from all Library classifications shall be convened, under the direction of the departmental Personnel Officer, to identify and fund training opportunities, consistent with management priorities, for all Library classifications. The Union may nominate two members of this Committee. It shall be responsibility of the Committee to develop training opportunities as broadly as possible for all Library classifications and expend training funds in accordance with established Committee procedures. Library Management shall establish a review and approval procedure for individual staff training requests. Staff training requests will be reviewed and may be approved by appropriate management prior to being forwarded to the Educational Opportunity Committee, a subcommittee of the Staff Training and Development Committee, for consideration. The Staff Training and Development Committee shall, through the Departmental Personnel Officer, provide quarterly reports to Library Management of training, expenses and Library staff who have attended.

Whenever possible the Staff Development and Training Committee shall use existing City agencies to secure staff training.

Whenever possible staff training shall be provided during regular shift hours. If training occurs outside normal work hours the Library shall have the option to either change the employees work shift for the duration of the training or to provide compensatory time, based on the needs of the service.

Employees who are required to attend training shall be funded, and such required training shall not be optional.

Section 5. Reduced Work Schedule

The Library shall consider requests from full-time employees for voluntary reduced work schedules each fiscal year. The application process will begin in May. By June 1 the employee will be notified if the employee's request is approved or rejected for the next fiscal year. Reduced work schedules shall be approved in an equitable manner. Conditions and criteria for approval of RWS shall be discussed with the Union in April of each year.

A Reduced Work Schedule shall not be less than twenty (20) hours per week or for less than three (3) continuous months during the fiscal year. Once the request is approved, the Library or the employee may request a review at three (3) month intervals. A three (3) month notice for revocation of the RWS will be given by each party. An employee may request alteration or cancellation of the employee's RWS contract for promotion or reassignment purposes.

An employee may appeal a denial of the employee's RWS request to the City Librarian within fourteen (14) calendar days of the denial. The City Librarian will render a decision within five (5) working days of the appeal.

Section 6. Attendance at Meetings

If the Library Commission requests Union representatives at the regularly scheduled Library Commission Meeting, the Library shall allow one (1) Union representative paid release time to attend that meeting. Paid release time will be granted only if the meeting is held during the representative's regularly scheduled work time.

Management will approve release time based on the needs of service and an equitable distribution among the work units in the Library.

Section 7. Preparation Time

Although management maintains the prerogative to structure work assignments as it sees fit and recognizes its obligation to negotiate with the Union about the effect of changes in the structure of work assignments, employees will be provided with time for preparation during the work day.

Section 8. Staff Lounges

The Library believes that adequate staff lounges for the Main Library and the branches are desirable, and will make efforts to provide such areas. The Library will actively seek additional space and funds so that such lounges can be provided. Should a space currently in use as a staff lounge be needed for some other purpose, including renovation, the Library will meet and discuss alternatives with the affected staff with the intent of preserving a staff lounge area for that facility.

Section 9. Volunteers

In addition to the language that exists in the current Collective Bargaining Agreement between SEIU and the City, the Library agrees to the following language: The Union shall be given a copy of each new approved volunteer position description as soon as it is prepared by the volunteer coordinator, or shall be provided information about pending volunteer position descriptions upon request of the Union Business Representative.

The provisions of the Collective Bargain Agreement Volunteer SEIU and the City, paragraphs 126 - 127 Volunteers, SWAP, CALWORKS, CAAP Workforce, or others not covered by the agreement shall govern the use of volunteers in the Library and the pay of the supervisors of such volunteers.

Section 10. Meal Breaks (Unpaid)

The Library shall not require any employee during an eight (8) hour shift to take a meal break before at least three (3) hours of their shift have elapsed, nor after five (5) hours of their shift have elapsed.

Section 11. Schedule of Work

The Library will continue the current practice of a rotating weekend schedule for FT employees, unless operational exigencies require otherwise. Each division will mutually agree with affected staff on the frequency of rotation.

The Library will consider requests by employees who wish to be on a work schedule that includes weekend hours on a continuing basis, and will try to accommodate such requests, based on the needs of public service.

Section 12. Staff Safety

No employee shall be required to work alone on any floor of a branch or department of the Main Library during open hours, or the facility (or floor/department of the facility) shall be closed to the public.

Side letters / Letters of Understanding

Sideletter

The Library's Equal Employment Opportunity Policy is established pursuant to the Administrative Code. Library Management agrees to provide a copy of this document to the Union.

Letter of Understanding on Reclassification

March 20, 1995

Prior to requesting reclassification, the establishment of new classes or abolishing obsolete classes, the Library will notify the Union.

RECREATION AND PARK SUPPLEMENTAL AGREEMENT

Training / Classes Preparation Time

Employees in classes 3204, 3210, 3214, 3280, 3284 and any other classes who are assigned by the Appointing Officer or designee to conduct training classes and/or training programs, shall be provided with necessary preparation time as deemed appropriate by the Appointing Officer or designee as part of their regular work schedule.

FINE ARTS SUPPLEMENTAL AGREEMENT

Museum Training

Training for classifications 8202 Security Guard, 8226 Museum Guard, and 8228 Senior Museum Guard shall continue by current practice. Approved training includes: P.C. 832 P.O.S.T., California Consumer Affairs Guard Card, California Affairs Gun Card (Initial and Re-qualification), Red Cross First Aid Certificate, Hazardous Material Training, Crowd Control, Customer Service Training, Emergency Response Training, and Fire Extinguisher Training and any other training applicable and required by CalOSHA for these classifications.

SHERIFF'S DEPARTMENT SUPPLEMENTAL

Departmental Supplemental Agreement between the San Francisco Sheriff's Department and Service Employees International Union, Local 1021

Notwithstanding the provisions in the City-wide Agreement, the following provisions will apply to represented employees in the Sheriff's Department.

Written Counseling

The Sheriff's Department may provide counseling in written form, but such counseling shall not constitute discipline or a performance improvement plan.

Meet and Confer

By no later than August 30, 2019, the Sheriff's Department and the Union will meet and confer on procedures for vacation bid, shift bid, overtime distribution, and lunch breaks for represented employees working at the Sheriff's Department. The Union shall elect two (2) Union staff or members to participate in the meet and confer process. The meet and confer process shall conclude after four (4) months from the date the parties first meet. At the conclusion of that four-month period, if the parties have not reached an agreement, either party may avail itself of the impasse resolution procedures in Charter Section A8.409-4. Arbitrator David Weinberg shall retain jurisdiction as neutral arbitrator and Chairperson to resolve such an impasse, through and until June 30, 2020.

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING SUPPLEMENTAL AGREEMENT

5150 Certification Training

The City will provide training in 5150 certification, in accordance with industry mandates, to employees who are directed, in writing, to conduct 5150s.

SIDE LETTERS

CITY-WIDE VOLUNTARY TIME OFF PROGRAM

The parties hereby agree to the following clarifying principles in connection with the implementation of this provision:

(a) The Voluntary Time Off Program will be triggered by certification of a projected deficit by the Controller's Office as authorized by the Appointing Officer's approval of the VTOP request;

(b) The Union shall provide the City with its input and recommendations as to how the present VTOP form should be amended so as to clearly express the rights and obligations of the employee and employer under this program;

(c) The parties affirm the language of paragraph 280 that there shall be no mandatory unpaid administrative leaves (furloughs) of any duration for employees subject to this Agreement;

(d) It is the intent of both parties that the VTOP contained in this MOU be administered and interpreted consistent with Civil Service Rule 120.28.2 which shall be incorporated as part of this Agreement.

SIDELETTER/SFUSD & CCD

SIDE LETTER
CITY AND COUNTY OF SAN FRANCISCO
AND SEIU, LOCALS 250, 535, AND 790
APRIL 29, 1997

The parties agree that nothing that occurred during their 1997 collective bargaining negotiations for a new city-wide agreement, including the addition, deletion or relocation of references to the San Francisco Unified School District ("SFUSD") and/or the Community College District ("CCD") within the Agreement shall in any way jeopardize the parties' respective positions as to whether the SFUSD and/or the CCD are bound by this Agreement.

/s/ John Borsos
SEIU, LOCAL 250

/s/ Curt Kirschner
CITY AND COUNTY OF
SAN FRANCISCO

/s/ Linda Joseph 4/29/97
SEIU, LOCAL 535

/s/ Lawanna Preston 4/29/97
SEIU, LOCAL 790

HEALTH CARE REFORM

Letter of Agreement
In Support of National Health Care Reform

The Union and the Employer agree to write and sign a joint letter in support of national health reform. The letter will be based upon the following ideas and set of principles.

Skyrocketing health care costs threaten the living standards of workers and the financial stability of state and local governments.

The parties recognize that the problem cannot be solved through collective bargaining alone. Health care costs cannot be adequately controlled on a plan-by-plan, employer-by-employer, or even on a state-by-state basis. Rather, a national framework for a health care system that works in partnership with the states is required to solve the three related problems of cost, quality, and access.

National health care reforms should recognize the best of local and state initiatives, including health care reforms that improve access, maximize delivery of cost-effective preventive care, and establish medical care payment programs designed to reduce overall medical costs. The parties recognize that cooperation between labor and management will increase their effectiveness in achieving changes in state and federal policy that both support.

Universal Coverage: Health system reform must guarantee health care as a right, not a privilege, with universal coverage and access for all people who live in California and in the United States, regardless of culture, class, ethnicity, and sexual orientation.

Role of Public Health Departments and Public Sector Providers: Public health departments provide essential population-focused health promotion and disease prevention services that are not typically included as part of individual health care benefits through insurance coverage. Examples of these services include disease control, health education, public health nursing services, disaster planning, emergency medical services and environmental protection services. These services must be recognized and adequately funded in any health reform plan.

Even under the most comprehensive national plan, public sector providers will be essential to any health care delivery system. This is for at least three reasons: First, the public sector must always be ready to respond to health care crises, such as the HIV epidemic. Second, the public sector must be available to provide services to those who do not have access to other providers. Finally, there will always be individuals whose circumstances have not been planned for in the comprehensive health care plan, and services need to be available to them through the public sector. It is absolutely essential to provide access for persons who are not able to receive appropriate health care service in other ways through the preservation of a strong and well-financed institutional safety net.

Comprehensive Benefits: There must be a guaranteed broad-based benefit package that emphasizes coordinated preventive and primary care services for individuals. Covered services must include disease prevention and health promotion programs which will assist in long-term cost containment. The plan should also include specified programs currently provided by public health departments, including mental health, family planning, long-term care, and substance abuse services.

Cost Containment: Health reform must include a package of cost containment measures to control operating and capital expenses because excess costs ultimately limit access to services. These measures should be based on appropriate regulatory provisions and should cover all components of the health system, without creating barriers to appropriate care. Appropriate cost controls include evaluations of technology and procedures, utilization of the most appropriate procedures at the most appropriate level of care, resource planning for distribution of capital and medical technology, and global budgeting.

Financing: Health reform must recognize that individuals in society ultimately will pay for the financing of any health system. The health system should be financed through a combination of progressive financing mechanisms that reflect ability to pay.

Quality Assurance: There must be mechanisms and safeguards to ensure effective and efficient organization of services and high quality care. Mechanisms should include a process of appeal to ensure that patient rights are respected. Quality assurance should also address the cultural competence of care and assess whether culturally and linguistically appropriate services are being delivered.

Development of Health Workforce: Comprehensive health system reform must include support for the education and training of health care workers to ensure: (1) adequate financing; (2) appropriate supply and distribution of workers, geographically and across specialties; (3) affirmative action to reach to goal of appropriate representation of all cultural and ethnic minorities in the health care workforce; and (4) culturally competent care through multicultural education and training of all providers.

Ongoing Planning and Evaluation with Consumers, Communities and Providers: To ensure accountability to providers and consumer communities and the protection and promotion of consumer rights, there must be mechanisms to ensure ongoing planning and evaluation of the system. These mechanisms include consumer satisfaction surveys, community-based needs assessment, measures of quality of care, technology assessment, and diverse representation on all advisory committees

INTERPRETER CLASSIFICATION SERIES

This letter is to confirm additional agreements reached between the City and County of San Francisco and SEIU 1021 on matters not covered by the contract/arbitration award issued by Arbitrator Winograd.

1. Interpreter Classification Series

A. Subject to the Civil Service Rules for the City and County of San Francisco and to approval by the Civil Service Commission, the Department of Human Resources will perform the analysis to consider the creation of a classification series of Interpreters to be differentiated from 2586 Health Worker II or 2587 Health Worker III by June 30, 2013.

B. Upon the Civil Service Commission's approval of the Interpreter classification series, the parties will meet to discuss the functions and rate of pay for the Interpreter classes.

PEC-CCSF PSC/JOC/Construction/Maintenance Contracts Committee
Joint Letter of Understanding of Labor Management Committee

During labor negotiations in 2010, the City and the member unions of the Public Employees' Committee (PEC) established a citywide joint labor-management committee, the PEC-CCSF PSC/JOC/Construction/Maintenance Contracts Committee ("Committee"). The memorandum of understanding between the PEC member unions and the City specifically charged the Committee with:

a) reviewing areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications;
b) exploring establishing workload forecasting by city departments; and
c) reviewing PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommending improvements.

The Committee's mission statement, adopted on May 13, 2011, affirmed that the City and the PEC are dedicated both to the long-term, responsible stewardship of the limited resources entrusted to the City and County of San Francisco and to the delivery of high-quality services to its residents.

The Committee sought to review and improve the process for providing analysis and oversight of Personal Services Contracts ("PSCs"), Job Order Contract ("JOCs"), and Construction/Maintenance Contracts, and to ensure that the PSC process is transparent and complies with civil service and good government principles.

Further, the Committee sought to empower, support, and encourage employees to expand their training, knowledge, and skills, to meet the changing service and technological needs of the City.

The work of the PEC-CCSF PSC Committee was vital in increasing awareness of the extent of City outsourcing through PSCs, and resulted in an increased understanding that outsourcing can be reduced through effective utilization of City resources already in place, including employees and departments. The Committee recognizes the importance of knowledge transfer for effective utilization of City employees, and to reduce overall project and ongoing maintenance costs, and the value of workload forecasting for effective planning for City staffing needs.

The following are joint accomplishments and recommendations by the Committee, pursuant to memoranda of understanding that established this special joint citywide labor-management Committee.

- **Accountability and Transparency in Personal Services Contracting – Establishment of PSC Database**

1.a) As a result of the work of the Committee, the PSC process has been made more transparent, resulting in the creation of a PSC database, which will enhance internal efficiency, create greater accountability, and shall allow all interested parties to access data that has historically been unavailable electronically. The PSC database will enable tracking and monitoring of Personal Services Contracts submitted to and approved by the Civil Service Commission, and all City unions shall be able to access data, and produce and generate reports from the database.

1.b.) Effective July 1, 2012, all departments submitting requests for approvals of PSCs shall utilize and enter all information into the PSC database regarding their request for a PSC.

1.c) Accountability in Financial Reporting of City Expenditures on PSCs

In FY2012-13, the City will initiate and develop a timeline within three (3) months, and the City will make its best efforts to complete the project by July 1, 2013, which will provide publicly accessible and reportable information specifying for each approved Personal Services Contract:

1. the amount of the approved contract(s)
2. the name(s) of the contractor(s) and subcontractor(s)
3. the duration of the contract(s)
4. the amount encumbered by the City each year for each contract
5. the amount expended by the City each year for each contract

1.d) DHR will meet with a subcommittee of PEC representatives, and with Department of Technology representative(s) to recommend the creation and implementation of additional fields to be added to the PSC database to monitor and track progress in implementing knowledge transfer.

The City will continue to meet and discuss the design, production, development, and implementation date of this second phase of the PSC database with PEC representatives, which shall be incorporated into the existing PSC database.

2. **Clarification of the PSC Factors Considered by the Civil Service Commission**

The Committee shares the understanding of City policy, being that where there is a merit system, services provided to the public are delivered by public employees hired through the merit system. The Committee agrees that the following definitions clarify the factors which departments may use as the basis for requesting approval of a PSC by the Civil Service Commission, and jointly agrees to present these recommended clarifications to the Civil Service Commission. The Committee will jointly draft, agree to, and then submit a memorandum to the Civil Service Commission clarifying the intent and understandings reached with regard to the agreed-upon factors. The recommendations on the factors are not intended to limit or extend the Civil Service Commission's authority over Personal Services Contracts.

Factor # 1: Immediately needed services; services needed to address emergencies or unanticipated situations.

Factor # 2: Short-term or capital projects defined by the Local 21/PUC Capital Improvement Program,[4] requiring diverse skills, expertise and/or knowledge.

Factor # 3: Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload.

Factor # 4: Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude use of Civil Service Employees.

4 Appendix C, 1.3 of Local 21 MOU

Factor # 5: Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Factor # 6: Circumstances where it is an apparent[5] or demonstrated conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Factor # 7: Cases where future funding is otherwise uncertain such that the establishment of new civil service positions, classes or programs is not feasible.

2.a) A Frequently Asked Questions (FAQ) will be developed jointly by the PEC and the City to help clarify these Factors, in conjunction with the work being done in 1.d).

3. **Knowledge Transfer**

The Committee has reached an understanding of the importance of Knowledge Transfer to:

- Strengthen internal City capacity to provide services sustainably to residents of San Francisco;
- Build on the City's capacity to effectively utilize its most valuable resource - City employees;
- Strengthen recruitment and retention of City employees.

Accordingly:

3.a. **City agrees to adopt and disseminate the advancement of knowledge transfer as City policy.**

"Departments are encouraged to seek to empower, support, and encourage employees to expand their training, knowledge, and skills to meet the changing service and technological needs of the City."

3.b. **Implementation of Citywide Policy on Knowledge Transfer**

3.b.1) With regard to Personal Services Contracts involving specialized skills, knowledge, or expertise, communication - including from the Department of Human Resources to departments, in the FAQ, pop-up information in the PSC database, and in departmental training(s) involving PSCs - will include the following:

- The need for "specialized skills/ expertise" not possessed by Civil Service classifications is intended to be temporary and not ongoing.
- Departments are encouraged to empower, support, and encourage employees to expand their training, knowledge, and skills to meet the changing service and technological needs of the City.

3.b.2) Departments requesting approval of Personal Services Contracts involving specialized skills, knowledge, or expertise - As part of the Knowledge Transfer policy, when submitting requests for approval of Personal Services Contracts involving specialized skills, knowledge, or expertise, departments shall provide information to the Civil Service Commission and PEC unions, including through the PSC database, responding to:

a) What specific support will the Department provide, such as providing knowledge transfer of current staff, to help build internal capacity to do this work? If none, explain why not or the limitations.
b) Is there a plan to transition this work back to the City? If so, please explain. If

5 Using the "reasonable person" standard.

not, explain why not.

Departments are encouraged to use creative and innovative methods to promote knowledge transfer, including the use of interdepartmental work orders and train-the-trainer approaches to enhance capacity of City employees.

3.b.3) Departments receiving approval of Personal Services Contracts involving specialized skills, knowledge, or expertise - As part of the Knowledge Transfer policy, after Civil Service Commission approval of PSCs involving specialized skills, knowledge, or expertise, departments shall report on a quarterly basis, responding to:

c) What specific support did the Department provide, such as providing knowledge transfer of current staff, to help build internal capacity to do this work? If none, explain why not or the limitations.

DHR's Workforce Development Division will review quarterly and analyze departmental commitments and progress on knowledge transfer in connection with an approved PSC related to "3.b.2)" and "3.b.3)" above, and report findings to the Civil Service Commission.

4. **Workload Forecasting**

The parties recognize that workload forecasting is an effective planning tool to forecast staffing needs. The parties recognize that changes in workload may be driven by different factors, including changes in budgets or proposals for new capital projects, new information systems, or new government services.

The benefits for the City of San Francisco are significant, including:

- Increased capacity to proactively respond to changing demands for services.
- Improve the shared understanding of managers about upcoming work and upcoming changes in staffing levels, particularly for project-driven workloads such as capital projects and IT projects.
- Support proactive steps to achieve a better balance between workload and staffing to avoid layoffs or outsourcing of work.

4.a. PSCs – When requesting approval of PSCs, departments will provide information responding to the following questions:

(A) What efforts has the department made to obtain these services through available resources with the City, including through use of interdepartmental work orders?

(B) If this is an ongoing need for service,

a. Has the Department requested additional staff to meet this ongoing requirement for service? If so, what is the status of that request?
b. If not, is the Department willing to hire additional staff to create the capacity to do this work?

4.b. During the two-year budget process, departments will provide a workload forecast of staffing levels for 24 months, which will include:

- Projecting the number of FTE's required to do work;

- Forecasting how the changes in workload would change the number of full-time equivalent employees (FTE's) needed to deliver the work;
- Projecting budgetary changes from the previous year for contractors/consultants required for temporary specialized services, and contractors/consultants required to meet temporary peak workload situations

City Representatives	PEC Representatives
3/28/12	3/28/12
Date	Date
City Representatives	PEC Representatives
Date	3/28/12 Date
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Date	Date
City Representatives	PEC Representatives
Date	Date

AS-NEEDED BARGAINING UNIT MEMBERS

Effective as of the term of the MOU, the parties agree as follows:

A. Job Experience Crediting:

1. Effective July 1, 2014, the City shall implement a pilot Job Experience Crediting program to be in effect for 3 years, sunsetting June 30, 2017, unless the parties mutually agree to extend the program.

2. Job Experience Crediting, as described below, shall apply to classifications in which at least fifteen percent (15%) of the total base (i.e., pay code WKP) hours worked in the classification in the twelve (12) months ending three (3) months prior to the anticipated job posting date were performed by Temporary Exempt, Category 16 employees.

3. The parties further agree that any classification may be subject to the pilot Job Experience Crediting Program by good faith mutual agreement of both parties.

4. The Department of Human Resources shall establish and administer Classification Based Examinations ("CBT") and direct the design and administration of Position-Based Examinations ("PBT") using a Job Experience Crediting approach that acknowledges applicant work experience(s) related to the target job classification, based on the following criteria:

    1. Recency of the relevant work experience;
    2. Relevancy of the experience to the classification for which the exam is being offered;
    3. Time served in the position where the relevant experience was obtained; and
    4. Verification of satisfactory performance associated with the relevant work experience.

5. The purpose of the Job Experience Crediting approach is to assign experience points based on the factors listed in 1 through 4, above. A two (2) part examination/selection process for the identified classifications will be administered, as follows:

    a. All interested applicants, as part of the initial application process, will be asked to identify their relevant, recent, work experience(s), and time served in the position where the relevant experience was obtained. Verification of satisfactory performance associated with the relevant work experience may be required with the submission of the application.
    b. Review of minimum qualifications (MQs) of all applicants. Only those applicants who meet, or exceed, the MQs will be invited to participate in Part 1 of the process: the qualifying examination.
    c. Applicants who are successful in the qualifying examination will continue to Part 2: the job experience assessment.

6. Final ranking on the eligible list will be based on a combination of passing score on the qualifying examination and job experience points credited to eligible applicants.

7. The City agrees to review the pilot Job Experience Crediting program design plan with the Labor Management As-Needed Adherence Committee prior to implementation.

8. The City shall cooperate with requests by the Union on behalf of current non-permanent employees for data that helps establish their eligibility for the Job Experience Crediting Program.

9. The parties shall jointly seek Civil Service Commission approval to expand the Commission's policy to allow temporary exempt (Category 16) employees who are reachable under the certification rule to be selected for permanent appointment without participating in additional selection processes.

B. Limitations and Remedies:

1. Under this paragraph and without affecting examination eligibility for past employment, for hours worked on or after July 1, 2012, City use of TEX 16 ("As-Needed") employees in SEIU represented classifications will be limited to operational necessity where permanent full or part-time status is not feasible or readily available (e.g., seasonal work, sporadic work, filling in for leaves or absences, vacations, emergency overtime, disasters, or classifications which are intended for training purposes only, and as otherwise provided by Civil Service Rule 102.23.6). The City may not use As-Needed (Charter Section 10.104.16) employees to avoid hiring employees in permanent status or to circumvent the denial of departmental requests to fill vacancies. Employment conditions prior to the term of this Agreement will not be sufficient standing alone to constitute a violation of this limitation, but may be admitted as evidence.

2. Violations of this side letter can be appealed through the grievance and arbitration procedure under Article IV of the MOU, and Arbitrator Robert Hirsch, or another mutually agreed upon arbitrator, shall serve as the Arbitrator. The arbitrator's factual findings will be binding on the parties. For violations of this side letter, the arbitrator may order the City to implement appropriate affirmative remedies, including monetary relief. The arbitrator may not order relief that is inconsistent with, or interferes with, the authority reserved by the Charter to the Mayor, the Board of Supervisors, the Civil Service Commission, Retirement System, or Health Services System. This limitation includes any order affecting matters within the exclusive jurisdiction of the Civil Service Commission's establishment and administration of the civil service merit system on matters that are excluded from bargaining under Charter Section A8.409-3. Under this paragraph, an arbitrator may make an advisory recommendation to the Mayor or Civil Service Commission on matters that are beyond the scope of an arbitrator's authority.

   Regarding the two pending grievances asserting violations of the Side Letter (ERD Reference Nos. 00-13-2718 and 00-14-2737), the parties agree to submit the unresolved grievable issues to mediation with Arbitrator Robert Hirsch on or after November 1, 2014 during meetings of the Labor Management As-Needed Adherence Committee. If the parties are unable to resolve the issues through mediation by December 20, 2014, unless otherwise agreed to by the parties, the parties will submit the two grievances listed above, under Article IV of the MOU and in accordance with the Side Letter, to be heard by Arbitrator Robert Hirsch no later than March 1, 2015, unless otherwise agreed to by the parties, or another arbitrator if Arbitrator Hirsch

declines. With respect to these two grievances, the City reserves all rights under the Meyers Milias Brown Act and with Charter section A8.409, et seq. regarding substantive arbitrability and remedy.

Notwithstanding the foregoing reservation of rights in the immediately preceding sentence, the City agrees to submit to arbitration the issue of whether the City complied with Paragraph B.1, on page 191 of the July 1, 2012 – June 30, 2014 CBA between the City and the Union.

3. Information to Enforce As-Needed Work Limitations and Remedies:

The Union acknowledges that the City will rely on data readily available through its eMerge PeopleSoft system and will fulfill Union requests for information primarily using data available through this system. To the extent practical, the City will provide the data in searchable and sortable format(s).

Consistent with the preceding paragraph, on a quarterly basis, the City will provide the Union the following information in electronic searchable format with data going back as far as is available, and in no event further back than August 2012:

a. A listing of names, classifications and departments of all TEX/As-Needed employees (including Public Service Aides and Public Service Trainees) employed in the SEIU Local 1021 bargaining unit as of the date of the report;
b. The number of hours each TEX/As-Needed employee (including Public Service Aides and Public Service Trainees) in the SEIU Local 1021 bargaining unit have worked as of that month in the current fiscal year, and the total number of hours that employee has worked as of that month in the previous 12 months;
c. Specification of whether each of the TEX/As-Needed employees (including Public Service Aides and Public Service Trainees) currently employed in the bargaining unit is designated as Category 16 or 17 under the Charter;
    i. If the TEX/As-Needed employee is Category 16, the Departmental justification for the use of the category. Upon request by the Union, the City will provide more detailed information, e.g., explanation of "backfill" or "seasonal" justifications;
    ii. If the TEX/As-Needed employee is Category 17, to the extent available in the eMerge system, the name and classification of the employee for whom they are backfilling;
d. "Request to fill" position forms the Department submits requesting new PCS positions.

All reports will be provided via a secure file transfer protocol (FTP) transmission.

C. Labor Management As-Needed Adherence Committee

1. The existing Labor Management As-Needed Adherence Committee will continue in effect. The purpose of the Committee shall be to ensure compliance with this Side Letter, including the obligations to reduce inappropriate use of As-Needed employees. The Committee shall be tasked with identifying job classifications where there appears to be inappropriate use of As-Needed employees, and request timely corrective action. The Committee may issue quarterly

reports to the Mayor, and appropriate Departments to remedy inappropriate use of As-Needed employees.

2. The Committee shall be comprised of six (6) Union appointees and six (6) management appointees. The City shall provide the Union members of the Committee, including witnesses called to testify before the Committee, with fully-paid release time to participate in Committee meetings and caucuses. The Committee will make a good faith effort to resolve disputes to avoid the necessity of the Union filing grievances alleging violations of this Article.

D. Public Service Aides/Trainees

1. Within 120 days of the effective date of this Agreement, the Department of Human Resources commits to survey City departments, who employ incumbents in the 9900 classification series, to obtain updated job descriptions (task statements) for positions allocated to the 9900 series. Copies of the surveys shall be provided to the Labor Management As-Needed Adherence Committee. Based on the survey, DHR will conduct an audit to confirm whether the duties assigned to the surveyed position(s) are consistent with the intent of the 9900 classification series. Generally work assignments consistent with the classification series include but are not limited to:

   - participating in job-related work experience opportunities,
   - performing functions and assuming responsibilities, as assigned, as training for employment in the designated target position(s), and as preparation for the target classification examinations;
   - attending remedial and/or technical education classes related to duty assignment.

2. Audit findings will be presented in a formal audit report and will be made available to the Labor Management As-Needed Adherence Committee.

PARK RANGER SHIFT BID PILOT PROGRAM

To ensure the safety of the parks and facilities used daily by the public, and to meet the challenges of providing coverage for over 200 such areas with 3400 acres in a 40+ square mile area, shift schedules must be carefully managed and assigned. There is a need for staffing 24/7/365, and there is a limited number of staff to accomplish this.

Given the above needs and limited staffing, the appointing officer or designee will develop and assign shifts, using the criteria set forth below:

1. Ensuring the safety of the park visitors and users;
2. Ensuring the safety of staff;
3. Enhancing the ability and experience of Park Ranger;
4. Ensuring the proper mix of experience and training on each shift; and
5. Consider individual needs of staff (employee leave scheduling, etc.).

Shift Bidding Process:

Once shifts are developed and assigned by the Department, the remaining shifts will be open to the bidding process. A minimum of seventy percent (70%) of the developed shifts will be held open for bidding, going down to fifty percent (50%) when hiring in flux for training and rotation for new hires. This pilot program will be in effect for 3 years, sunsetting June 30, 2017, unless the parties mutually agree to extend the program. Prior to the sunset of the program, the Department will determine the effectiveness of the program, as well as the interest of the Park Rangers in continuing the bidding process.

Criteria for Bidding:

1. Only Civil Service class 8208 Park Rangers who have passed SFRPD probation may bid;
2. Bidding will be done by seniority in position;
3. The least senior employees in inverse order will be assigned to any shifts in which no successful bids have been placed;
4. No Park Ranger may stay on the same shift for longer than 24 months;
5. All shift bids are subject to the approval of the Appointing Officer, or designee, and may be adjusted to ensure an appropriate skill/experience mix, and compliance with applicable laws; and
6. The final approved shift assignments shall be posted in two conspicuous places in Park Patrol headquarters.

In the event a Park Ranger must be moved from the Park Ranger's current shift to another shift, the Department will attempt to utilize the above criteria, however, once a Park Ranger has moved to a new shift, the Officer will not be allowed to re-bid until the next scheduled shift-bidding process begins.

The Department will offer shift bids two times per year, with the first shift bid beginning in early January, and the second shift bid beginning in July of each calendar year.

DEPARTMENT OF EMERGENCY MANAGEMENT (DEM) LUNCH PERIOD

For classifications 8238 Public Safety Communications Dispatcher and 8239 Public Safety Communications Supervisor, employees will be required to work 8 hours within 8.25 hours or 10 hours within 10.25 hours. As an example, a typical 8.25-hour day shift schedule would typically be as follows:

- 6:45 am start;
- Paid line-up time will routinely occur within the first 15 minutes of the shift;
- A 60-minute lunch period, consisting of 45 minutes paid, of which 30 minutes shall be encumbered, and 15 minutes unpaid and unencumbered. The Department shall have the discretion to determine whether the first half or the second half of the lunch period is paid and encumbered, and shall notify the employee which half of the lunch will be encumbered prior to the start of the 60-minute lunch period; and
- A 3:00 pm end-shift time.
- Rest breaks per MOU

For purposes of this side letter, paid and encumbered time means if an employee leaves the premises during the lunch period, the employee must be able to return within 15 minutes if called back to work during the encumbered portion of the lunch break. Thus, the Department can call an employee on paid and encumbered time back to work before the Department is required to bring in another employee on mandatory overtime, however, the Department shall first seek employees to work voluntary overtime.

Any DEM general orders or department memoranda dated on or before June 30, 2014 that are inconsistent with this side letter are superseded by this side letter to the extent of the inconsistency, and such general orders or department memoranda may be updated to be consistent with this side letter without any further meet-and-confer.

PROPOSED EMPLOYEE TRANSIT CREDITS

Key Details as of April 28, 2014
San Francisco International Airport

1. If an Airport Commission employee wishes to receive funds for authorized transit, airporter bus, or organized vanpool commute expenses, they must (1) establish a transit benefits payroll deduction account, currently managed by WageWorks at the following url: (http://www.wageworks4me.com/ccsf/) and choose a transit or vanpool provider to receive funds approximately 60 days before the start of the month an employee would receive benefits; (2) relinquish their Airport parking facility access card, hang tag, or parking authorization to Parking Management by the start of the month for which transit credits would be provided; and (3) after the end of each calendar month during which an employee expects to receive City transit credits, record the following data for the subject month: days worked, commutes for which transit or vanpool transportation was used, transit or vanpool operator(s) used and the employee's normal home transit stop.

2. In order to have sufficient funds in their account to use transit or vanpool transportation for the first month, employees will need to commence payroll deduction the previous month.

3. By the end of each month of payroll deduction, WageWorks will bill the City for authorized transit or vanpool deductions by each enrolled employee in that month. The City will credit up to $130 per month back to WageWorks. Future payroll deductions will be reduced in the amount of the credit. If an employee's transit or vanpool deductions total less than $130 in a month, the City would credit the actual amount.

4. To allow for family emergencies, enrolled employees could park in SFO public garages up to three days per month. If they buy a book of 5 employee tickets the rate is discounted to $13 per day. Employees would be reimbursed in full anytime during the month, once per month for up to 3 days of public parking, at the offices of garage operator New South Parking. Draft guidelines have been established by Parking Management.

5. Employees would be able to opt in or out of the Transit Credit Program on a quarterly basis. If an employee chooses to leave the program and receive full-time parking privileges once again, with sufficient prior notice a new parking card, hang tag, or parking authorization would be issued, and the employee would be removed from the list of employees eligible for the WageWorks transit credit. If an employee can document a residential move of more than 0.2 mile, the employee could opt in or out at the start of the month closest to the move.

6. If approved, the Transit Credit Program would take effect as soon as possible in FY 14-15.

7. In the event of a BART closure of a day or more, the Airport would endeavor to operate free parking shuttle buses between SFO, the Caltrain station in Millbrae, and the San Francisco Bay Ferry terminal in South San Francisco. This service was implemented during two BART strikes in 2013. Samtrans service may also be available.

WELLNESS

The City proposes the following to address the convenience and accessibility issues raised in the union proposal to provide employees use of sick leave for wellness activities:

- In consultation with the Executive Officer of the Civil Service Commission, the City will issue a clarification to departments and employees as to appropriate use of sick leave, which includes care and consultation with medical providers including, but not limited to, biometric screenings, flu shots and other preventive care and assessments.
- The Health Service System (HSS) will explore piloting shorter on-site workout classes to make it easier for employees to exercise during lunch breaks (more on this in response below).
- The City will issue a policy encouraging departments to allow adjusted work schedules, where operationally feasible, to facilitate the ability of employees to participate in exercise programs in conjunction with the workday. These arrangements could include allowing later or earlier starting and ending times, or longer lunches, with adjustments to start or end times to make up time. The policy will also include a reminder that floating holidays, vacation, and compensatory time off are available for these purposes as well.
- As part of the Citywide wellness program, HSS is planning a voluntary confidential employee Health Risk Assessment (HRA) survey regarding the baseline health of our employee population. This is a critical first step in engaging employees in wellness, and ensuring that program activities are appropriately targeted.
- The City is willing to explore expansion of existing tuition reimbursement programs to contribute towards the purchase of "fitness activity trackers" (e.g., Jawbone or FitBit) as a pilot program. In such event, the City would attempt to negotiate group discounts from these companies.

In response to the proposal to provide employees free use of Recreation and Park Department (RPD) exercise programs and facilities, the City proposes that the parties instead explore the expansion of the on-site wellness offerings by HSS. Potential ideas include:

- Conduct an employee survey to identify the most-desired programs, and best times and locations to offer them;
- Alter current class offerings to 30 or 45 minutes in length, to make them more accessible to employees on lunch break;
- Based on survey results, work with HSS and RPD to explore having RPD staff provide programming either on-site, or where needed, with fee waivers at specific RPD facilities;
- HSS is also actively engaging with area counties to explore collaboration on health and wellness issues.

DEPARTMENT OF PUBLIC HEALTH – ENVIRONMENT OF CARE PROGRAM

This letter is to confirm additional agreement reached between the City and County of San Francisco, the Department of Public Health, and SEIU 1021.

The Department of Public Health will add two (2) additional positions to the existing eight (8) positions in the Environment of Care Program (formerly referred to as the "Lift team" or the "Safe Patient Handling and Movement Program") at San Francisco General Hospital.

EMPLOYEE PLUS ONE AND EMPLOYEE PLUS TWO OR MORE – OUTSIDE OF HEALTH COVERAGE AREAS

The City agrees to make good faith efforts, including amending the Annual Salary Ordinance (ASO) if necessary, so that, for employees permanently assigned by the City to work in areas outside of Health Service System (HSS) health coverage areas for Kaiser and Blue Shield, the City shall contribute the amounts set forth in the ASO on a pre-tax basis.

CALPERS AMNESTY SIDE LETTER

SIDE LETTER AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO ("CITY")
AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 ("UNION")

Section III.M. Retirement of the Agreement between the City and the Union provides that in addition to paying any required employee retirement contribution, bargaining unit members in CalPERS shall make a mandatory contribution to effectuate San Francisco Charter Section A8.409-9 (the "Prop. C Contribution"). The City has notified the Union and employees represented by the Union that from July 1, 2017 to April 19, 2019, the City under-deducted employees' Prop. C Contributions by 1.0%. The City has calculated that employees represented by the Union owe a total of Seventy-Nine Thousand, Six Hundred Sixty-Eight Dollars, and Sixty Cents ($79,668.60) (the "Unpaid Prop. C Contributions"). As part of the economic terms reached by the parties in negotiating the successor Agreement to be effective July 1, 2019, the City has agreed to waive collection of the Unpaid Prop. C Contributions. This Unpaid Prop. C Contribution is recognized as a cost to the City in the successor Agreement.

CLASSIFICATION STUDIES AND EQUITY ADJUSTMENTS SIDE LETTER

In order to address recruitment and retention problems, compaction in the compensation of related classifications, and disparities in compensation between employees performing similar work, the parties agree to conduct classification studies on the classifications listed below during the term of this Agreement (MOU effective July 1, 2022). The studies shall consider the compensation for similar work of comparable jurisdictions in the Bay Area, as well as compensation in the private sector in classifications where the City regularly competes with the private sector for applicants. The studies shall also consider the compensation of other classifications in the City performing similar work, the compensation of related classifications in the series, the compensation of supervisory classifications in relationship to compensation of their subordinate classifications, and changed/increased duties since the last study of a classification.

Once DHR has completed each study, the parties shall meet and discuss the results, including compensation adjustments and amendments to classification specifications. The studies shall be initiated not later than August 1, 2023. No classification or employee shall have compensation reduced as a result of this Side Letter Agreement.

The parties shall make their best efforts to reach agreement on compensation adjustments and amendments to classification specifications. If any changes agreed by the parties in this process must go before the Civil Service Commission, the parties agree to jointly recommend the changes to the Civil Service Commission.

The meet and discuss process shall be completed not later than January 1, 2024. By mutual agreement, the parties may add classifications not listed below to be studied under this Side Letter Agreement.

The classifications to be studied are:

1209 Benefits Technician

1210 Benefits Analyst

1429 Nurses Staffing Assistant

1704 Communications Dispatcher I

1705 Communications Dispatcher II

1820 Junior Administrative Analyst

2312 Licensed Vocational Nurse

2903 Hospital Eligibility Worker

2908 Senior Hospital Eligibility Worker

2904 Human Services Technician

2905 Human Services Agency Senior Eligibility Worker

2940 Protective Services Worker

2944 Protective Services Supervisor

7524 Institution Utility Worker

8141 Worker's Compensation Adjuster

8207 Building And Grounds Patrol Officer

8238 Public Safety Communications Dispatcher

8239 Public Safety Communications Supervisor

WORKFORCE DEVELOPMENT AND CAREER LADDERS SIDE LETTER

1. Career Ladders and Upward Mobility:

    a. The City will make best efforts to highlight promotional pathways, career ladders, and career lattices to promote upward mobility in the City workforce.

    b. By January 1, 2023, the City will post on the Department of Human Resources website a document that lists all of the classification groupings within the City's classification plan. New classes will be added to the document as they are established within the classification plan where applicable. The City will allocate resources and tools to illustrate career progression opportunities for City employees, and will make these resources available through the Workforce Development webpage, programs, and services.

2. Career Ladders Labor Management Committee: The Union and the City shall form a labor management committee on Career Ladders and Job Classification to:

    1. Review classifications to promote career ladders and realign job descriptions to highlight promotional pathways;
    2. Identify barriers and develop recommendations for career ladder and career lattice progressions;
    3. Develop a method for employees not selected for promotion to receive feedback; and
    4. Make recommendations to the Civil Service Commission and Board of Supervisors regarding career ladders.

    The Committee will meet quarterly during the term of this agreement and be comprised of five (5) members of the Union and five (5) City representatives. Release time shall be provided for attending Committee meetings.

3. Workforce Development: The City recognizes the value and importance of its workforce. Subject to DHR securing sufficient funding and staff to provide these services, the City will support the efforts of employees who choose to seek promotional opportunities by providing career counseling services and promoting educational opportunities. The City will prioritize providing such services to those employees in lower level classifications and temporary positions who face limited opportunities for career growth and advancement.

4. Career Counseling: Subject to DHR securing sufficient funding and staff to provide these services, the City shall provide career counseling services to employees, including resume review, SmartRecruiters job application support, identification of education opportunities and best practices for application submission, and assistance with improving interviewing skills and civil service exam preparation. As resources allow, the City will provide career counseling in the form of one-on-one and group sessions and will prioritize providing such services to those employees in lower level classifications and temporary positions who face limited opportunities for career growth and advancement.

Permanent Civil Service and Charter Section 10.104.18 employees are entitled to four (4) hours of release time annually to attend City or Departmental workforce development and in-service trainings. The City shall provide workforce development in-service trainings in multiple formats, including virtual and in-person trainings.

5. Labor-Management Educational Coordination Working Group: No later than December 31, 2022, the Union and the City agree to investigate the feasibility of creating a labor-management working group to discuss the coordination and promotion of City programs and resources that support employee career education and development, including continuing education, career counseling, and labor-management apprenticeships.

SIDELETTER BETWEEN
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 AND
THE CITY AND COUNTY OF SAN FRANCISCO
REGARDING PAID EMPLOYEE ORGANIZATION OFFICER LEAVE ARRANGEMENT

WHEREAS, currently under Civil Service Commission Rule 120.34, the City and County of San Francisco ("City") provides full-time unpaid employee organization officer leave ("Union Leave") to City employees who are serving on a full-time basis as Union officers ("Officers") for the Service Employees International Union, Local 1021 ("Union"), so those Officers can represent City employees in the Union's bargaining units and otherwise perform Union duties.

WHEREAS, the Union and City wish to restructure this arrangement, so the City places the Officers on full- time paid Union Leave, and the Union reimburses the City for the complete cost of the salaries and benefits of these Officers. This paid full-time Union Leave arrangement will allow the Officers to fund employee health and retirement benefits on a pretax basis through the payroll system, at no additional cost to the City.

THEREFORE, the Union and City agree to the following terms:

1. Beginning the start of the first full pay period after the parties fully execute this Sideletter, the City will provide 80 hours of paid Union Leave per pay period for up to five (5) Officers, subject to the terms and conditions of this Sideletter.

2. In exchange for the City's agreement in paragraph (1), the Union will reimburse the City for (a) the base salary plus any assignment/status based premiums (e.g., night shift, longevity pay) of each Officer on full- time paid Union Leave, plus an additional 35% roll-up to cover fringe benefit costs (for a total reimbursement of 1.35 times the base hourly rate of the Officer multiplied by 80 hours per pay period), and (b) the actual employer costs for health benefits for each Officer (and any dependents) unless an Officer declines health insurance. The City will bill the Union on a quarterly basis, and will issue the first invoice after the fourth quarter of 2021. Invoices shall include employee name, pay rate and total cost for the billing period. The Union shall pay the invoice via check within 30 calendar days of receipt of the invoice, and shall include a reference to the invoice on the check or attach the invoice as supporting documentation.

   The City shall send invoices to:

   Email: 1021.ap@seiu1021.org

   Please address to:
   SEIU Local 1021
   Attn: Accounting Department
   447 29th Street
   Oakland, CA 94609

   Point of Contact:
   Karin Hendrickson, Finance Director
   Email: Karin.Hendrickson@seiu1021.org

Phone: 510.710.0019

To pay for the release time of Theresa Rutherford, Union shall make checks payable to Laguna Honda Hospital & Rehabilitation Center and send to:

Laguna Honda Hospital & Rehabilitation Center
Finance Department – Attn: Lily Conover
375 Laguna Honda Blvd
San Francisco, CA 94116

To pay for the release time of Jennifer Esteen, Union shall make checks payable to San Francisco Department of Public Health and send to:

Department of Public Health
Central Fiscal Unit – Attn: Harvey Fong
101 Grove, Ste 110
San Francisco, CA 94102
Phone: 415-554-2885

For any billing related questions or updates please contact Lily Conover (lily.conover@sfgov.org) for Laguna Honda or Cherie Wan for DPH Central (cherie.wan@sfdph.org).

To pay for the release time of Joseph Bryant, Union shall make checks payable to the Office of Economic and Workforce Development and send to:

Office of Economic and Workforce Development
Finance Department- Attn: Fred Liedl
1 South Van Ness, 5th Floor
San Francisco, CA 94103

If the Union does not timely pay invoices, the City shall provide notice of the non-payment, and Union shall promptly provide the payment. Continued failure to pay the invoice after notice from the City provides a basis for the City to end the paid Union Leave arrangement under this Sideletter, with two (2) weeks' written notice to Union.

The Union shall send any communications or notices unrelated to invoices or payment to:

Ardis Graham
Employee Relations Director
City and County of San Francisco
One South Van Ness, 4th Floor
San Francisco, CA 94103

3. By no later than January 11, 2021, the Union shall provide the City with a list of Officers identified for full- time paid Union Leave. The Union shall update the list whenever there is a change in Officers, and may otherwise update the list in the Union's discretion, subject to the overall limit on the number of Officers for this paid Union Leave arrangement as specified in Paragraph (1). The

Union must provide 30 calendar days' notice to the City to process any changes to the list of Officers identified for paid Union Leave. The Union agrees that the start and end date for paid Union Leave for any Officer will coincide with the start and end date of a City pay period.

4. While on paid Union Leave, each Officer must use accrued time off balances for any absences, as appropriate, e.g., sick leave with pay or vacation. The Officer shall report the use of accrued leave to the Officer's departmental payroll division. The City and Union shall ensure that each Officer knows the payroll staff to whom the Officer shall report the use of time off. The City shall review each Officer's use of accrued time off balances to evaluate usage compared to other City employees in the Officer's department and classification.

5. While on paid Union Leave, each Officer must comply with all applicable departmental and City rules and policies for active employees in the Officer's classification and department, including attending training, maintaining required certifications and licenses, and complying with the City's substance abuse policy and the departmental Statement of Incompatible Activities.

6. Officers on paid Union Leave shall not be eligible for overtime assignments during the period of paid Union Leave, but shall continue to receive general base wage increases under the Memorandum of Understanding ("MOU"), step increases and any assignment/status based premiums which are applicable. Officers assuming responsibilities for union business during this paid leave are working at the sole direction of the Union and are not performing any duties under the direction of the City. If an Officer becomes ill or injured while on paid Union Leave, the Officer is not eligible for Workers' Compensation benefits because they are not performing work required or requested by the City.

7. At the conclusion or termination of leave granted under this Sideletter, the City shall reinstate the Officer to the same position and work location held before the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification as provided in Government Code section 3558.8.

8. The Union agrees to indemnify and hold the City harmless from any claims by any party as to the acts and omissions of the Officers on paid Union Leave, as follows:

    a. The Union shall indemnify and save harmless the City and its current and former officers, agents and employees (collectively, "Indemnitees") and, if requested by the City, shall defend Indemnitees against any and all loss, cost, damage, injury, liability and claims thereof, arising directly or indirectly out of or relating to the conduct, acts and omissions of the Officers while on paid Union Leave, including but not limited to the Officers' use of facilities or equipment provided by the City or others. The foregoing indemnity shall include reasonable fees of attorneys, consultants and experts, and costs, including such fees and costs incurred by the City in investigating and defending any claims against Indemnitees.

    b. The indemnity provided by this Agreement applies regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed, on any Indemnitee, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement.

    c. If the City tenders of defense of any claim to the Union, the Union has an immediate and independent obligation to defend Indemnitees from any claim that actually or potentially falls

within this Paragraph 8, even if the allegations are or may be groundless, false or fraudulent. This obligation arises at the time the City tenders the claim to the Union and continues at all times thereafter.

9. If either party believes there has been a breach of any term of this Sideletter, that party shall provide written notice to the other party and the parties shall meet and confer in good faith in an effort to resolve the dispute. This Sideletter is not subject to the grievance procedure of the MOU. Either party may terminate this Sideletter with 30 days written notice.

10. This Sideletter does not alter or affect the rights or obligations of the parties related to release time under the MOU between the Union and City. The parties agree to incorporate the terms in this Sideletter in the next amended or successor MOU.

HUMAN SERVICES AGENCY – 2907 ELIGIBILITY WORKER SUPERVISOR SIDE LETTER

Effective July 1, 2022, HSA shall adjust the step of all current and future 2907 Eligibility Worker Supervisors to be no lower than step 4 to ensure that these employees will always earn more than the 2905 Eligibility Worker.

DEPARTMENT OF PUBLIC HEALTH – NEUROPSYCHOLOGIST SIDE LETTER

2573 Neuropsychologist

A. City will create a new 2573 Neuropsychologist class specification with pay range equivalent to 2575 Research Psychologist.

B. 2574 Clinical Psychologists working as Neuropsychologists at LHH will be appointed to the 2573 Neuropsychologist classification in a PEX Cat. 18 appointment effective July 1, 2022. Employees will be appointed to the same step in class 2573 as they are appointed in their underlying 2574 classification and maintain their salary anniversary date.

C. DPH shall work with the CSC to have those employees appointed to the 2573 class granted the same PCS status in class 2573 as their PCS status in their underlying 2574 appointment by October 1, 2022.

HEALTH WORKER CLASS SERIES COMMITTEE SIDE LETTER

The SEIU, Local 1021, IFPTE, Local 21 and the City agree to establish a committee to meet and discuss the possible consolidation of the 2585, 2586, 2587 and 2588 Health Worker class series and the 2589, 2591 and 2593 Health Program Coordinator class series by January 1, 2027. These discussions will include looking at facilitating progression through these classifications and the creation of distinct medical interpreter classifications. These discussions are not subject to the impasse resolution procedures.

DEPARTMENT OF HUMAN RESOURCES - CITY HIRING PROCESSES SIDE LETTER

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 vacancy rate in permanent civil service positions and reliance on project-based (Charter section 10.104.18) positions. 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 services to the public.

First, the Department of Human Resources is committed to using existing tools and resources to streamline City hiring processes, including:

I. expanding the use of online on-demand exams and continuous class-based testing;
II. streamlining hiring selection and approval processes to deliver qualified candidates to departments more quickly.

Second, the parties recognize that under the City Charter section 10.101, 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 will seek appropriate Civil Service Rule amendments to allow the City to fill vacant permanent positions more rapidly, including amendments that will make it easier for Charter Section 10.104.18 (Category 18) employees to seek Permanent Civil Service (PCS) appointments.

The parties agree to the following process to review and identify San Francisco Charter Section 10.104.18 (Category 18) positions in classifications represented by the Union that are appropriate for conversion to Permanent Civil Service (PCS).

Process:

Step 1: Identify Positions for Possible Conversion
The City shall present positions grouped by Job Classification for conversion to PCS by the target dates listed below. Should the Union disagree with a position not identified for conversion, the City and the Union will meet to discuss after the target date.

1) All Category 18 appointments in a classification where the number of appointments is greater or equal to 50 as of July 1, 2024. Target date: December 31, 2024.

2) All Category 18 appointments in a classification where the number of appointments is greater or equal to 20 as of July 1, 2024. Target date: June 30, 2025.

3) All remaining Category 18 appointments. Target date: December 31, 2026.

Step 2: Testing Process for Positions Converted from Category 18 to Permanent Civil Service

The testing process shall be either:

Option A:
The DHR director will propose changes to the Civil Service Rules to allow the City to use alternative merit-based selection procedures to address the positions identified for conversion to PCS, and to provide an expedited pathway for PCS appointments.

Option B:
Conduct the appropriate exam for each identified position in accordance with DHR procedures and the Civil Service Rules.

Under both Option A and B, the Union and the City agree to use "rule of the list" as the default certification rule for all eligible lists positions identified through this process.

Step 3: Duration of Probationary Period

If the successful candidate in the converted position has served in the hiring Department for at least 2,080 hours in the same classification, then the employee's probationary period shall be 40 hours, excluding any time off for leave, vacation, other types of time off (not including legal holidays), or overtime.

This process will not supersede Article II.B. Probation in the parties' MOU unless expressly agreed upon by the parties.

The parties agree to meet bimonthly for Fiscal Year 2024 – 2025 to address issues related to identification and conversion. Thereafter, the parties agree to meet quarterly.

The City and the Union agree to meet as soon as practicable to discuss making additional 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 OF AGREEMENT

THE CITY AND COUNTY OF SAN FRANCISCO AND SEIU Local 1021

The parties mutually agree to this Side Letter to the Collective Bargaining Agreement ("CBA") between the City and County of San Francisco and the Service Employees International Union, Local 1021 (July 1, 2022-June 30, 2024). This Side Letter will be effective July 1, 2023 subject to the approval of the San Francisco Board of Supervisors. By Signing this Side Letter, the parties agree to recommend approval of this Side Letter Agreement.

Child Welfare Service Emergency Response Retention Payment Program

In accordance with Provision 39 of Section 116 of Senate Bill 170, the City of San Francisco will provide Child Welfare Service Emergency Response retention payments to staff supporting the San Francisco Human Services Agency (HSA) Emergency Response (ER) program function. The intent of the payment is to promote retention of current ER staff.

Eligible employees of HSA who support the ER function shall be paid retention payments depending on their role and responsibilities. Payments will be paid per fiscal year, beginning fiscal year 2023-2024, and contingent on the availability of the temporary funding. Classifications included in the payment distribution plan are:

- 2944 Protective Services Supervisor
- 2944 Protective Services Supervisor After Hours
- 2940 Protective Services Worker
- 2940 Protective Services Worker After Hours
- 2918 HSA Social Worker
- 1840 Junior Management Assistant
- 1408 Principal Clerk
- 1404 Clerk

A list of eligible employees and the payment amount for each eligible employee are contained in Exhibit A of this Side Letter of Agreement.

Payment will be issued no later than July 31 of each fiscal year of the program.

Child Welfare Service Emergency Response retention payments shall not be considered compensation for the purpose of computing retirement benefits.

This section is not subject to the grievance and arbitration procedure of this Agreement.

This section will become effective on July 1, 2023, and will end on June 30, 2024, unless renewed by agreement of the parties.

3450 AGRICULTURAL INSPECTOR AND 6220 WEIGHTS AND MEASURES INSPECTOR SIDE LETTER

Not later than January 1, 2025, the Union and the City shall establish a committee to meet and discuss the possible consolidation of the 3450 Agricultural Inspector and 6220 Weights and Measures Inspector classifications into a new distinct classification. These discussions are not subject to the impasse resolution procedures under S.F. Charter section A8.409.

9209 COMMUNITY POLICE SERVICE AIDES TRANSFERS SIDE LETTER

The City and the Union understand and agree that it is important to have an open, fair and objective process for the transfer/reassignment of 9209 Community Police Service Aides. The parties further agree that it is important to increase opportunities for transfer/reassignment, consistent with the needs of the San Francisco Police Department. To ensure these shared goals, the parties agree to meet beginning no later than September 1, 2024, to develop a 9209 Community Police Service Aide transfer/reassignment process.

LIBRARY PAGES SIDE LETTER

The San Francisco Public Library (SFPL) is committed to enhancing the level of training and professional development and growth opportunities available to 3602 Library Page. The SFPL, DHR-Workforce Development, and SEIU 1021 agree to collaborate to develop internal training relevant to the minimum qualifications of the 3610 and 3616/3618 classifications that will position 3602 Library Pages for promotive opportunities in those classifications.

SFPL will make best efforts to ensure an equitable distribution of work hours to 3602 Library Pages to promote training opportunities.

2903 AND 2908 HOSPITAL ELIGIBILITY WORKER SIDE LETTER

Not later than August 1, 2024, the Union and the City shall establish a committee to review the duties, staffing levels, and delivery of services of the 2903 Hospital Eligibility Worker and 2908 Senior Hospital Eligibility Worker classifications. The committee shall include four (4) members appointed by the Union and four (4) appointed by the City. By mutual agreement, additional subject matter experts may be invited to attend committee meetings. The Union members may receive up to three (3) hours of release time to prepare for committee meetings. The committee shall meet every two (2) months. These discussions are not subject to the impasse resolution procedures under San Francisco Charter section A8.409.

8320/8562 COUNSELOR, JUVENILE HALL SIDE LETTER

Not later than January 1, 2025, the Union and the City shall establish a committee to meet and discuss the possible retitling of the 8320/8562 Counselor, Juvenile Hall classification. These discussions are not subject to the impasse resolution procedures.

8300 SHERIFF'S CADET SIDE LETTER

Not later than January 1, 2025, the Union and the City shall establish a committee to meet and discuss the possible retitling of the 8300 Sheriff's Cadet classification. These discussions are not subject to the impasse resolution procedures.

SHERIFF'S DEPARTMENT 8249/8250 FINGERPRINT TECHNICIANS SIDE LETTER

Not later than October 1, 2024, the Union and the City shall establish a committee to review the duties and staffing levels of the 8249 Fingerprint Technician I and the 8250 Fingerprint Technician II classifications.

Within six (6) months of completion of the committee's work, the City will administer Civil Service examinations for classification 8249 Fingerprint Technician I and 8250 Fingerprint Technician II.

This side letter is not subject to the impasse resolution procedures under San Francisco Charter section A8.409.

CITY WIDE LABOR MANAGEMENT COMMITTEE

The City and the Union understand and agree that it is the objective of all parties to provide quality services to residents in a work environment that is safe for employees and in which employees' concerns about their terms and conditions of employment are discussed and addressed. To promote these shared goals, the parties agree to establish a City-Wide Labor Management Committee for SEIU-represented employees (the "SEIU-City LMC").

a. Membership: The SEIU-City LMC shall be composed of twelve (12) core members; six (6) appointed by the Union and six (6) appointed by the City. Additional subject matter experts shall be permitted to attend meetings upon mutual agreement. SEIU represented employees shall be released in advance of SEIU-City LMC meetings for reasonable caucus time and to attend the meeting.

b. Meeting: Upon request of the Union, the SEIU-City LMC shall meet on a bi-monthly basis following ratification of this Agreement. The meetings shall normally be scheduled for the third Wednesday of each month, unless a different date in the month is mutually agreed upon by the City and the Union. No later than seven (7) calendar days prior to the scheduled meeting, the City and the Union shall provide each other with their proposed agenda items to be discussed at the meeting. If the City does not receive the Union's proposed agenda items seven (7) days in advance, the City may cancel the meeting. Items not on the agenda shall not be discussed absent mutual agreement. Meetings shall be rotated between the parties' office locations, unless the parties agree otherwise. The meetings shall be scheduled to last at least one (1) hour and in no event shall they last more than three (3) hours.

c. Purpose: The purpose of the SEIU-City LMC is to discuss and address issues surrounding SEIU-represented employees' terms and conditions in a constructive manner. The SEIU-City LMC members will investigate concerns that are brought to their attention and attempt to make unanimous recommendations to address concerns.

d. Resolution of Issues: When the City decides to implement a recommendation made by the Committee, the City shall inform the Committee of the decision in writing and include an estimated timeframe for implementation. Should the City decide not to implement the SEIU-City LMC's recommendation, the Committee shall be informed in writing and include the reasons not to implement. The City will attempt to respond to Committee recommendations no less than sixty (60) days from when the recommendation is received, but in no case more than ninety (90) days from when the recommendation is received. Upon written request from the Union, once each fiscal year, the Mayor will meet with the Union to discuss three (3) unresolved issues. The Union will submit the three (3) unresolved issues two (2) weeks in advance of the meeting. Recommendations or decisions of the SEIU-City LMC must be consistent with the San Francisco Charter, Codes, Civil Service Rules, City policies, and provisions of this Agreement. Recommendations or decisions shall not be grievable under the grievance procedure contained in this Agreement.

e. Nothing in this provision shall abridge or otherwise modify any right guaranteed by another provision of this Agreement. The Union and City acknowledge that this Committee does not have any authority to modify terms of this Agreement, nor to bargain over changes in wages, hours, and working conditions of bargaining unit employees.

APPENDIX A: UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

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

II. Notice and Access

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

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

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

C. Notice

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.

2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

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

D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.

E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.

F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30)

minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.

2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.

3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.

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

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

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

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

III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the

City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

IV. Hold Harmless

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

ATTACHMENT A

Adult Probation
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)

APPENDIX B: PEC WAGES MEDIATOR'S PROPOSAL

SEIU 1021. - MISC.

Final Mediator's Proposal Dated March 22, 2024 for the County & City of San Francisco and the PEC

If Rejected, Parties Revert to Their Pre-Mediation Positions

- Effective July 1, 2024, represented employees shall receive a 1.5% wage increase.
- Effective January 4, 2025, represented employees shall receive a 1.5% wage increase.
- Effective June 30, 2025 at close of business, represented employees shall receive a 1% wage increase.
- Effective July 1, 2025, represented employees shall receive a 1% wage increase.
- Effective January 3, 2026, represented employees shall receive a 1.5% wage increase.
- Effective June 30, 2026 at close of business, represented employees shall receive a 2% wage increase.
- Effective January 2, 2027, represented employees shall receive a 2% wage increase.
- Effective June 30, 2027, at close of business, represented employees shall receive a 2.5% wage increase.
- Effective July 1, 2024, represented employees shall earn no less than $25.00 an hour.
- Because of the wage structure of this proposal, no wage deferrals/offramps will be utilized.

This proposal is to be included as an appendix to the MOUs.

Najeeb N. Khoury

3/26/24

Ardis Graham, ERD Director

3/26/24

Carol Isen, DHR Director

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