



**We are excited to announce that our SEIU 1021 San Francisco Registered Nurse bargaining team has reached a tentative agreement (TA) with the City!**

Our TA includes significant progress on the priorities identified by members and will help recruit and retain staff to strengthen our public health system. During our campaign, we took action in the streets, in our worksites, and at the bargaining table to win this investment in public services and the workers like us who provide them. This TA would not have been possible without participation from our members and cooperation with unions across San Francisco.

Below, you will find a summary of the victories we secured in our new tentative agreement. Following the summary, you will find the full, detailed language of each new agreement.

## **Tentative Agreement Summary**

**1. Wage increase:** A 10% wage increase over 2 years. This is the highest across-the-board pay increase San Francisco City workers have achieved in the last 18 years and would not have been possible without solidarity and cooperation across San Francisco's other public sector unions.

- Year 1: 5.25% on July 1, 2022
- Year 2: 2.50% on July 1, 2023\* and 2.25%\* in Jan. 2024 (\*6-month offramp in case of a \$300+ million deficit)
- Positive results with our pension fund mean the contribution made by employees will be reduced by around 1% (meaning you will see an additional 1% increase in your check).

**2. Retention and step equity:** In addition to the above wages increases:

- Effective July 1, 2022: Steps 3-5 will be increased by 1%. Steps 6-10 will be increased by 1.5%.
- Effective July 1, 2023: Steps 6-10 will be increased by another 0.5%.

**3. Bilingual pay:** New language to make easier access to bilingual pay. Bilingual tests will rotate through the work sites until the test becomes remote.

**4. Charge nurse pay:** Improve access to charge nurse pay by removing the 4-hour minimum previously required to qualify.

**5. Staffing:** We secured a significant amount of new language and budgeted positions:

- 58 new FTEs added to the budget to address short-staffing, including:
  - *SFGH:*
    - Adding 20.6 FTEs to med/surg
    - Adding 10.4 FTEs to the ED for Resus.
    - Adding a second break relief nurse in the Birth Center.
    - Maintain a ratio of 1:5 in Psychiatry 7C.
    - Maintain 3:1 in Pod A in the ED.
    - Increase PACU day shift core staffing from 10 to 11 per day.
  - *Laguna Honda:* Adding 10 FTEs for Laguna Honda.
  - *Primary Care:* Adding 2 FTEs for float pool.
  - *Jail Health:* Adding 3 permanent nurses

**6. Missed breaks:** Nurses who miss their 15-minute rest period will be entitled to overtime for that time. This will create a financial cost to DPH for understaffing and help us track how widespread missed breaks are.

**7. License reimbursements:** Nurses won't have to submit for reimbursements, they will instead be automatic, paid in 2 increments at the end of the first quarter of the fiscal year.

**8. Tuition reimbursement:** Funds increased to \$300,000, allowing each nurse to request up to \$6,000. This is intended to address the tuition costs of RNs trying to get an advanced degree.

**9. Hiring, staffing, filling vacancies:**

- Within 30 days of ratification, management and the union will meet to work on changes to civil service rules that will make it easier for P103 and TEX to become permanent employees and to ensure P103 and TEX workers get preference in hiring. P103s who becomes 2320s will retain their anniversary date for purpose of step advancement.
- Employees in non-nursing classifications who want to become nurses by participating in City workforce development programs will get priority appointment for new grad programs.
- Laguna Honda new grad program will be expanded to four spots per year.

**10. Classes and committees:**

- Union designees will be created on committees to develop acuity tools.
- Nurses will be released from work duties during work hours to complete mandatory classes or will get paid hours outside of work to complete them.
- A new workplace violence prevention committee for all of DPH, to work on developing safety protocols and training for the entire system.
- Nurse Practitioners will work with administration to create new advanced practice leadership roles.

**11. Parking:** ZSFG PM shift parking pilot from 2019 will be made permanent.

**12. Reduced req positions:** We clarified that reduced req positions are posted using the same method for shift bids. The union and management will also meet to negotiate expanded access to reduced req positions.

**13. Mental health support:** An impaired nurse with a substance use issue will be eligible for interactive process and reasonable accommodation.

**14. Holidays:** We made advancements in a number of areas:

- Juneteenth will be added as a paid holiday.
- Clean up language has been added to improve access to holiday pay for part-time employees.
- 8-hour night shifts in med/surg will be paid holiday pay for Xmas Eve and NYE

**15. Telecommuting:** Telecommuting policies will be made permanent. Telecommuting will also be available for admin time for NPs or other nurses who have regular admin time.



**TA – UP#014 – Wages**

Date: 5/27/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding (“MOU”), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

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

**III.A. SCHEDULES OF COMPENSATION**

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

~~274. Effective July 1, 2019: 3.0%~~

~~275. Effective December 28, 2019: 1.0%~~

~~276. Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.~~

~~277. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.~~

~~278. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due~~

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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~~on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.~~

~~279. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.~~

~~280. Included in the pay issued on August 23, 2016, the City shall provide to each permanent employee in represented classifications who is employed as of August 12, 2016, a one-time lump sum payment equivalent to 0.75% of the regular paid hours (excluding P103 hours) that employee worked in fiscal year 2015-2016.~~

~~281. The City agrees that the provision in the preceding paragraph that delays implementation of the July 1, 2018-scheduled wage increase because of projected shortfalls in the March, 2018 Joint Report shall not be used as evidence or precedent in any future interest arbitration proceedings under San Francisco Charter Sections A8.409 or 8A.104. This does not preclude the City from making a similar proposal in the future, and from supporting it with other evidence.~~

273a. Effective July 1, 2022, represented employees shall receive a base wage increase of 5.25%.

273b. Effective July 1, 2023, represented employees shall receive a base wage increase of 2.50%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on July 1, 2023, will be delayed by approximately six (6) months, to be effective January 6, 2024.

273c. Effective January 6, 2024, represented employees shall receive a base wage increase of 2.25%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on January 6, 2024, will be delayed by approximately six (6) months, to be effective close of business June 30, 2024.

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273d. Effective July 1, 2022, Steps 3 through 5 shall be increased by 1.00%, Steps 6 through 10 shall be increased by 1.50%.

273e. Effective July 1, 2023, Steps 6 through 10 shall be increased by 0.50%.

Term: July 1, 2022 - June 30, 2024 DD

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Wong 5/27/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

Nato Green 5/27/22  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

Meera Bhatt 5/27/22  
Date  
Meera Bhatt  
Deputy City Attorney

Debra Brown 5/27/22  
Dr. Junita Boh 5/27/22  
Lee Parent 5/23/22  
Delia Bane 5/27/22  
Kathleen MacKew 5/27/22  
Meg 5/27/22  
Sci Shu 5/27/22  
Sean McTigue 5/27/22

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**Employee Relations**

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SEIU, Local 1021 RN

**TA – UP006 – SIDE LETTER – CREATION OF AN EVENING SHIFT PARKING PILOT PROGRAM REVISED**

Date: 5/27/22

Time: 6:15am

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

**TENTATIVE AGREEMENT**

**SIDE LETTER**

**CITY AND COUNTY OF SAN FRANCISCO  
AND SEIU, LOCAL 1021, STAFF AND PER DIEM NURSES**

**Re: Side Letter - Creation of an Evening Shift Parking ~~Pilot~~ Program**

The City and the Union agree to maintain ~~establish~~ a ~~pilot~~ parking program for benefited Permanent Civil Service (PCS) RNs on the evening shift (3pm-11pm) at ZSFG. ~~The program will be tested at ZSFG for a six-month period from September 1, 2019 to March 31, 2020.~~

The Department will create thirty (30) monthly parking passes for the MTA-managed garage located at ZSFG. The Department will make those passes available to up to thirty (30) RNs who are regularly assigned to an evening shift. The Department will select RNs for the program based on PCS Citywide seniority, allowing five (5) working days for a qualifying RN to accept or decline participation in the ~~pilot~~ program.

If a participating RN's shift changes or the RN otherwise no longer meets to the requirements to participate in the program, the RN shall return the parking pass to payroll. The Department will reissue passes returned ~~on or before December 31, 2019~~ to the next eligible RN ~~for the remainder of the pilot period.~~

Each participating RN will be required to create and maintain an account with the garage vendor in order to obtain a monthly parking pass. Each participating RN will be billed through the RN's required vendor account. The Department will calculate the price for the parking each month using the midpoint between the 24/7 and night monthly rates in effect at the time of the calculation. ~~Effective July 1, 2019, this rate is \$120 per month (\$145 for 24/7 and \$95 for night monthly)~~ In the event of a rate change, participating RNs will be notified via email from the vendor, and their accounts shall be billed the new rate thereafter.

For the duration of the parking program, the following rules apply:

|                                                                  |                                                     |
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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

**TA – UP003 – SIDE LETTER – Bilingual Pay REVISED**

Date: 5/27/22

Time: 6:15am

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

**TENTATIVE AGREEMENT**

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

**III. D. ADDITIONAL COMPENSATION**

Bilingual Pay

313. Subject to Department of Human Resources approval, employees who are certified as bilingual and who are assigned to perform bilingual services shall receive a bilingual premium of sixty dollars (\$60) per pay period. **Employees who passed the test will be deemed to be assigned to perform bilingual services unless the manager can demonstrate that there is no patient care need for the language in that department or program.** For purposes of this section, "bilingual" means the ability to interpret and/or translate non-English languages including sign language for the hearing impaired and Braille for the visually impaired, and "certified" means the employee has successfully passed a language proficiency test approved by the Director of Human Resources. **The City shall make language proficiency tests available quarterly at rotating sites until the test becomes fully remote. Schedule for tests dates and sites will be posted online.**

314. 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.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Wong 5/27/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

Nato Green 5/27/22  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

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APPROVED AS TO FORM

Meera Bhatt  
Deputy City Attorney

5/27/22

Date

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

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SEIU, Local 1021 RN

## TA – UP008 – Meal and Rest Breaks

Date: 5/27/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding (“MOU”), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

### TENTATIVE AGREEMENT

#### ARTICLE – PAY, HOURS AND BENEFITS

##### SECTION III.B. – WORK SCHEDULE

*(SECTION III.B. Work Schedule does not apply to P103 Per Diem Nurses except for paragraph **290 and 291** regarding compensation for missed meal periods **and rest breaks.**)*

##### Meal and Rest Breaks

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

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SEIU, Local 1021 RN

APPROVED AS TO FORM

Meera Bhatt  
Deputy City Attorney

5/27/22

Date

~~Debra G. Debra~~ 5/27/22  
 Dr. Smith Balu 5/27/22  
 Lea Pareent 5/27/22  
 Delia Bano 5/27/22  
 Kathleen Malkow 5/27/22  
 Meg 5/27/22  
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 Seca McQuinn RN 5/27/22  
 Kijler 5/27/22  
 [Signature] 5/27/22  
 Houston, RN 5/27/22  
 [Signature]

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

**TA – City Counter – UP#054.001 – Medical-Surgical Staffing**

Date: 5/27/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

**TENTATIVE AGREEMENT**

**ARTICLE V. WORKING CONDITIONS**

**V.A. STAFFING**

**Medical-Surgical**

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

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

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

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

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

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

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

| Floor | Zones                   |
|-------|-------------------------|
| 4th   | <u>H42/H44</u>          |
| 5th   | <u>H54/H56; H58</u>     |
| 6th   | <u>H62/H64; H66/H68</u> |
| 7th   | <u>H76/H78</u>          |

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

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

610. SFGH will conduct an assessment of MERT needs on the SFGH campus that will be completed by October 1, 2016. SFGH will provide the Joint Labor Management Committee no later than November 1, 2016, a summary of data collected inclusive of but not limited to daily call volume, response location, average case time and staffing. SFGH will develop staffing recommendations based on these findings. Should these recommendations call for the need for an increase in MERT RN staffing per shift or during peak call times, DPH will increase RN staff accordingly.

|                                                                  |                                                     |
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SEIU, Local 1021 RN

Tentative Agreement:

FOR THE CITY

*Dania Wong* 5/27/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

*Nato Green* 5/27/22  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

*Meera Bhatt* 5/27/22  
Date  
Meera Bhatt  
Deputy City Attorney

*Heather Bern 5/27/22*  
*Dr. Justin Bolin 5/27/22*  
*2022 5/27/22*  
*Debra Barnes 5/27/22*  
*Kathleen Mackenow 5/27/22*  
*Meg 5/27/22*  
*Scin Shu 5/27/22*  
*Susan Wilmore RN 5/27/22*  
*Kyle 5/27/22*  
*5/27/22*  
*Houston 5/27/22*

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

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SEIU, Local 1021 RN

## TA – City Counter – UP#035.004 – Staffing

Date: 5/27/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

### TENTATIVE AGREEMENT

### ARTICLE V. WORKING CONDITIONS

#### V.C. STAFFING AS OF 7/1/~~19~~22

697. This Section C summarizes minimum staffing levels from Section V.A of this MOU, and also current staffing levels as of July 1, 201~~9~~22, which in certain units exceed the MOU minimum staffing requirements.

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

| Unit                                   | MOU Minimum RN Staffing                                                                                                                                                                                                                                                                                                                                                                 | Current RN Staffing (7/1/ <del>22</del> 19)                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SFGH: Medical-Surgical                 | Article V.A accurately details current staffing ratios based on acuity and other considerations.                                                                                                                                                                                                                                                                                        | Includes <u>meal and rest</u> break nurse coverage above MOU staffing to maintain staffing by ratios and acuity.                                                                                                                                                                                                                                                                                                       |
| SFGH: Post Anesthesia Care Unit (PACU) | Article V.A currently lists the following minimum staffing levels:<br><br>Monday – Friday:<br>7A – 7P Two (2) twelve-hour RNs<br>9A – 9P: One (1) twelve-hour RN<br>11A – 7P: One (1) eight-hour RN<br>12N – 8P: One/two (1 or 2) eight-hour RN(s)<br>7P – 7A: Two (2) twelve-hour RNs<br><br>Weekend/Holidays:<br>7A – 7P: Two (2) twelve-hour RNs<br>7P – 7A: Two (2) twelve-hour RNs | Current staffing for the PACU is as follows:<br><br>Monday – Friday:<br>7A – 7P: Three (3) twelve-hour RNs, including Charge Nurse<br>8A – 8P: One (1) twelve-hour RN<br>9A – 9P: Five (5) twelve-hour RNs<br>11A – 7P: One (1) eight-hour RN<br>11A – 11P: One (1) twelve-hour RN, as needed by patient census<br>7P – 7A: Three (3) twelve-hour RNs.<br><br>Weekends/Holidays:<br>7A – 7P: Three (3) twelve-hour RNs |

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Department of Human Resources

|                                            |                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                            | Effective July 1, 2016, Monday through Friday from 7A to 10P, the base staffing levels will be increased from nine (9) to ten (10) RNs, including the Charge Nurse and excluding break relief RN. | 7P – 7A: Three (3) twelve-hour RNs<br><br>Monday through Friday from 7A to 9P, the base staffing level <del>is ranges from ten (10) to eleven (11) RNs, including the Charge Nurse and including break relief RN.</del>                                                                                                                                                                                                                                                                                                                                                                                                          |
| SFGH: Maternal Child Health – Birth Center | Article V.A details minimum staffing numbers for the Birth Center, including a minimum of nine (9) RNs per shift (inclusive of Charge Nurse and Triage Nurse and exclusive of break relief RNs).  | Current staffing includes <del>eleven (11)</del> <b><u>thirteen (13)</u></b> RNs per shift, <b><u>which includes Charge Nurse, Triage Nurse, and meal and rest break relief nurses</u></b> <del>(inclusive of Charge Nurse and Triage Nurse) plus one (1) break relief nurse.</del>                                                                                                                                                                                                                                                                                                                                              |
| SFGH: Inpatient Psychiatry                 | Article V.A details staffing ratios based on acuity and other considerations.                                                                                                                     | Current staffing also includes the Department maintaining a Charge Nurse between 7 a.m. and 11:30 p.m., and the Charge Nurse is not given patient assignments except when called upon in unavoidable circumstances. <b><u>Maintains a 1:5 nurse-to-patient ratio in 7C.</u></b>                                                                                                                                                                                                                                                                                                                                                  |
| SFGH: Psychiatric Emergency Services (PES) | Article V.A details minimum staffing levels based on acuity and other considerations.                                                                                                             | Current staffing also includes, on Night Shift, seven (7) licensed staff members, of whom five (5) are RNs (exclusive of break relief RNs).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| SFGH: Emergency Department (ED)            | Article V.A details current staffing ratios and other factors relating to ED staffing.                                                                                                            | Meets MOU staffing. <del>In addition:</del><br><ul style="list-style-type: none"> <li>• <del>The ED performs the Emergency Severity Index (ESI) on all arriving patients, and the ED uses that score to determine the appropriate care level and area of treatment pursuant to existing ED protocols.</del></li> <li>• <del>The ED staffs Pod B at all times to provide care at a 1:4 nurse to patient ratio. The ED staffs pediatric patients receiving care in Pod B at a 1:4 nurse to patient ratio.</del></li> <li>• <del>The ED staffs Pod C at all times to provide care at a 1:4 nurse to patient ratio.</del></li> </ul> |
| Laguna Honda Hospital                      | Article V.A details minimum staffing based on acuity and other considerations.                                                                                                                    | Meets MOU staffing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Jail Health Services (JHS)                 | Article V.A details minimum staffing based on acuity and other considerations.                                                                                                                    | In addition, below are the current JHS levels of direct care, by RNs, for each 24-hour period:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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CCSF NEGOTIATIONS 2022


SEIU, Local 1021 RN

|                                 | Mon-Fri | Wkends/Holidays   |
|---------------------------------|---------|-------------------|
| Cty Jail #1 – 72 hrs            |         | 72 hrs            |
| Cty Jail #2 – 96 hrs            |         | 80 hrs            |
| <del>Cty Jail #4 – 48 hrs</del> |         | <del>48 hrs</del> |
| Cty Jail #53 – 72 hrs           |         | 48 hrs            |

699. This Section V.C is not subject to the grievance procedure or to the Article V dispute resolution procedures.

Tentative Agreement:

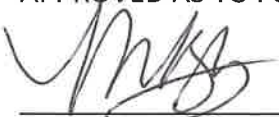
FOR THE CITY


 5/27/2022  
 \_\_\_\_\_  
 Date  
 Dania Wong  
 Chief Negotiator  
 City and County of San Francisco



FOR THE UNION

 5/27/22  
 \_\_\_\_\_  
 Date  
 Nato Green  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

 5/27/22  
 \_\_\_\_\_  
 Date  
 Meera Bhatt  
 Deputy City Attorney

 5/27/22  
 Dr. Justin Baker 5/27/22  
 Lea Parent 5/27/22  
 Delia Bane 5/27/22  
 Kathleen MacKew 5/27/22  
 Meg 5/27/22  
 S. Sun 5/27/22  
 Sean M. Lewis RN 5/27/22  
 Jamar A. [unclear] 5/27/22

 5/27/22  
 5/27/22

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

## TA – UP#056 – Preference for TEX to Civil Service Process

Date: 5/27/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding (“MOU”), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

### SIDE LETTER AGREEMENT – DHR HIRING PROPOSALS

The parties are entering into this side letter to identify and set in motion, to the extent permissible under the San Francisco City Charter and Civil Service Rules, expedited selection processes to address the City’s current vacancies in permanent civil service positions and reliance on P103s and other categories of temporary exempt employees. Given the significant number of vacancies, expected retirements, and reliance on overtime and temporary employees, the parties recognize the urgency to make changes to the City’s hiring processes in order to best deliver critical nursing services to the public.

First, the Department of Human Resources is committed to using existing tools and resources to streamline City hiring processes, including:

- eliminating unnecessary administrative approvals for a position request to fill (RTF);
- expanding the use of online on-demand exams and continuous class-based testing;
- modifying or adopting new screening and assessment tools to evaluate applicants for entry-level and promotional exams; and
- streamlining hiring selection and approval processes to deliver qualified candidates to departments more quickly.

Second, the parties recognize the Civil Service Commission has the legal authority to establish examination and appointment rules, and many of those rules must either be amended, updated or rescinded to provide a merit-based system that better serves applicants, City employees and departments.

To that end, the DHR Director may seek appropriate Civil Service Rule amendments, to the extent, necessary to allow the City to fill vacant permanent positions more rapidly, including amendments that will make it easier for external P103s and other temporary employees to seek Permanent Civil Service (PCS) appointments, which may include expedited and/or priority consideration.

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

The City and the Union agree to meet within thirty (30) days of ratification of this Agreement to discuss making joint proposals to the Civil Service Commission requesting the Civil Service Rule changes described above.

Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Civil Service Commission outside of the process set forth in this side letter to streamline City hiring processes.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Wong 5/27/2022  
Date  
Chief Negotiator  
City and County of San Francisco

Nato Green 5/27/22  
Date  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

Meera Bhatt 5/27/2022  
Date  
Deputy City Attorney

Dr. Luvita Bala 5/27/22  
Zia Parvati 5/27/22  
Debra Barron 5/27/22  
Kathleen Mackenow 5/27/22

[Signature] 5/27/22

Meg 5/27/22  
Sain Shuk 5/27/22  
Sean McQuinn 5/27/22  
[Signature] 5/27/22  
Anna [Signature] 5/27/22

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TA – UP#046 – Staffing Side Letter

Date: 5/27/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding (“MOU”), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

~~May 30, 2019~~ May 27, 2022

**Side Letter of Agreement: Nurse Staffing and Hiring**

- A. New Commitments and Dispute Resolution Procedure
  - 1. The Department of Public Health (DPH) will implement the following new commitments:
    - a. Effective July 1, 2019, the Department will not cancel any PACU nurse on nights or weekends when ZSFG is on condition yellow.
    - b. ~~By no later than October 5, 2019, the Department will convert funding for three (3) current P103 positions to create three (3) new 2320 RN positions in the ED.~~
    - c. Effective October 5, 2019, DPH will staff Pod A in the ED at all times to provide care at a 1:3 nurse to patient ratio for all beds.
    - d. DPH will request conversion of P103 funding to three (3) new 2320 Registered Nurses in Jail Health Services in its fiscal year 2022-2023 and 2023-2024 budget.
    - e. DPH shall seek to implement continuous recruitment for hard to fill classifications and specialties.
    - f. In an effort to hire current P103s and other temporary exempt nurses who are eligible and qualified for appointment into budgeted, vacant ~~2320~~ nursing positions, ~~by no later than July 31, 2019, DPH Human Resources shall extend an open invitation to become benefitted PCS employees.~~ shall mail a letter to all current P103s notifying them of all current 2320 vacancies and inviting those P103s to schedule a meeting with DPH Human Resources to discuss applying for such 2320 positions.
    - g. DPH Human Resources shall complete a review of minimum qualifications of 2320 Registered Nurses and shall share the results with the Union.

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

- h. Effective for fiscal years 2022-2023 and 2023-2024, the Department of Public Health will request that the 2320/2328 positions listed below be included in the Mayor's balanced budget submission to the Board of Supervisors. The positions below represent annualized FTEs as the City budget system requires that new positions appear as 0.79 FTE in the first year budgeted, then annualize to 1.0 FTE in the second year:
- a. DPH will request twenty point six (20.6) 2320 FTEs to staff the Medical/Surgical units which includes H58 overflow and break relief.
  - b. DPH will request five point fourteen (5.14) 2320 FTEs to support break relief in Maternal Child Health, Birth Center.
  - c. DPH will request one point seven (1.7) 2320 FTEs to supporting staffing the PACU.
  - d. DPH will request five point fourteen (5.14) 2320 FTEs to support staffing in Inpatient Psychiatry.
  - e. DPH will request ten point four (10.4) 2320 FTE in the Emergency Department prioritizing staffing in Resus based on acuity in accordance with Title 22.
  - f. DPH will request ten (10) 2320 FTEs at Laguna Honda Hospital.
  - g. DPH will request to maintain two (2) 2328 FTEs in a float pool for Primary Care.

The staffing requests listed in section A.1 above reflect current staffing expectations at DPH as of July 1, 2022. Staffing at DPH is the subject of continuing discussions and is regularly adjusted based on census and regulatory requirements.

- i. DPH Human Resources will provide monthly reporting to a designated representative from the Union on the status of hiring, including vacant and filled positions.
- j. ~~DPH and the City's Department of Human Resources ("DHR") will analyze the feasibility of converting P103 hours to 2320 positions and will report the results of this analysis to the JLMMC no later than November 30, 2019.~~
- k. ~~By no later than October 5, 2019, DPH will convert two (2) P103 Per Diem Nurse positions to two (2) 2320 Registered Nurse positions for the Street Medicine Program.~~
- l. ~~By no later than November 30, 2019, DPH will establish Resource Nurse float pools for Med/Surg at ZSFG, and at LHH. The primary purpose of the Resource Nurse float pool is to provide adequate coverage for changes in patient acuity and to assist with admits and discharges, backfill employees who are sick or on leave, and provide break coverage. Nursing Administration will establish a cost center to manage the operations of the float pool. To provide 2320 RNs for the float pool, by no later than November 30, 2019, DPH will convert ten~~

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

~~(10) P103 positions at ZSFG to 2320 positions, and will convert two (2) P103 positions at LHH to 2320 positions.~~

### 2. Dispute Resolution Procedure.

- a. Subject to the terms set forth in this subsection A.2., the parties agree to an expedited arbitration process to resolve disputes under subsection A.1 of this side letter.
- b. The parties shall select an arbitrator, using the process in subsection A.2.c below. The arbitrator shall schedule standing monthly arbitration dates to hear expedited arbitrations under this subsection A. The parties may set additional or more frequent dates as necessary, by mutual agreement.
- c. By no later than July ~~26, 2019~~29, 2022, the parties will discuss and seek to select an arbitrator by mutual agreement, to serve for the term of this side letter. If the parties are unable to agree on an arbitrator by August ~~23, 2019~~26, 2022, the parties shall request a list of seven (7) arbitrators with experience in the health care industry from the State Mediation and Conciliation Service. The parties shall survey the arbitrators on the list to determine whether they are able and willing to serve in an ongoing capacity for a standing expedited arbitration process, and then select an arbitrator from those who indicate they are available for this process by the method of striking names.
- d. Grievances under this subsection A.2 may only allege violation of the terms of subsection A.1. of this side letter.
- e. The parties shall not be represented by lawyers at the expedited arbitrations, or use briefs.
- f. The arbitrator will issue a bench decision, which upon request by the parties will be reduced to writing. These decisions will be final and binding, and shall not be used in any other cases

### B. Changes to the Hiring and Staffing Process

- ~~1. DPH will work with DHR to identify and prioritize filling budgeted, approved nurse vacancies. Actions may include, but shall not be limited to, identifying and remediating sources of delays in hiring, training hiring managers and DPH Human Resources staff regarding mechanisms to expedite hiring, and implementing process improvements. The City will prioritize filling vacant positions in Critical Care and the Emergency Department.~~
- ~~2. DPH and the Union will discuss methods to incentivize P103s to accept Permanent Civil Service positions at the JLMHC.~~

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

3. DPH will prioritize assignment of float pool ~~PCA~~patient care assistants to serve as patient coaches.
- C. Other terms.
1. This side letter is not subject to the grievance procedure in the MOU or to the staffing dispute resolution procedure in Article V of the MOU. The dispute resolution procedure in section A.2 is the exclusive remedy for claimed violations of section A.1.
  2. This side letter shall expire on June 30, 202224.

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

Tentative Agreement:

FOR THE CITY

*Dania Wong*      5/27/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

*Nato Green*      5/27/22  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

*Meera Bhatt*      5/27/22  
Date  
Meera Bhatt  
Deputy City Attorney

*Dr. Junita Palm*      5/27/22  
*Zia Pomeet*      5/27/22  
*Olga Bar*      5/27/22  
*Kathleen MalKerow*      5/27/22  
*Meg*      5/27/22  
*Sain Gu*      5/27/22  
*Sean McNamee RN*      5/27/22  
*Kyler*      5/27/22  
*James A. Houston RN*      5/27/22

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

## TA – UP031.002 – Retention, Reduce FTE

Date: 5/27/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding (“MOU”), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

### TENTATIVE AGREEMENT

### ARTICLE III – PAY, HOURS AND BENEFITS

#### SECTION III. B. WORK SCHEDULE

##### Voluntary Reduced Workweek

- 300. Employees may request to voluntarily work a reduced workweek. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced workweek.
- 301. Reduced workweek schedules are subject to the following conditions:
- 302. a. Reduced schedules may be granted to employees covered by this Agreement for a temporary or permanent basis subject to the approval of the Appointing Officer or designee. Up to fifteen percent (15%) of employees at San Francisco General Hospital and ten percent (10%) of employees at Laguna Honda Hospital shall be granted a reduced work schedule upon request **by seniority** ~~and on a first come first serve basis.~~
- 303. b. Up to ten percent (10%) of employees in Community Public Health Services, inclusive of 2830 Public Health Nurses and employees in Community Behavioral Health Services, and ten percent (10%) of employees in Forensic Services shall be granted a reduced work schedule upon request **by seniority** ~~and on a first come first serve basis.~~
- 304. c. Requests for reduced work schedules beyond those required in **the** paragraphs ~~290 and 291~~ above may be granted to employees covered by this Agreement for a temporary or permanent basis subject to approval of the Appointing Officer or designee.

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

305. d. Reduced work schedules shall not be approved for less than the following:  
Community Health Programs: 16 hrs/wk Mental Health Programs: 4 shifts per bi-weekly pay period Laguna Honda Hospital: 16 hrs/week, provided such schedules shall be approved only in 8 hour per week increments, including reduced work schedules provided in the paragraphs ~~288~~ above
306. e. Employees currently on a reduced workweek schedule which may differ from the above may continue on such schedule.
307. f. ~~Requests for reduced work schedules shall be submitted in writing directly to the Nursing Executive or Program Director who shall respond within ten (10) working days.~~ Departments will post the availability of reduced workweek positions for all unit employees via email for a posting period of no less than two weeks. Nurses requesting the reduced workweek position within the posting period will be awarded reduced workweek positions by seniority using the same process the department uses to award vacation requests and shift selection.

### Part-time Work Schedule

308. A part-time work schedule is a regular work schedule ~~tour of duty~~ of less than forty (40) hours per week.
- 308a. DPH Human Resources will report the number and percentage of nurses working a reduced workweek by department to the JLMCC on a quarterly basis.

### Reduced FTE Committee

- 308.b The City and the Union agree to meet on or before September 1, 2022, and thereafter by mutual agreement, to discuss and reach consensus on amendments to this Agreement to discuss the feasibility of creating additional reduced FTE positions, and related matters that the City and Union mutually agree upon. DPH shall release not more than four (4) Union members to participate in those discussions. Should the parties reach agreement on such additions or modifications, they shall prepare and submit to the Board of Supervisors an ordinance amending the Agreement to implement those changes effective July 1, 2023. If the parties are unable to reach agreement on modification to the Agreement, they shall submit outstanding disputes to mediation on or before April 1, 2023.

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

Tentative Agreement:

FOR THE CITY

Dania Wong 5/27/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

Nato Green 5/27/22  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

Meera Bhatt 5/27/22  
Date  
Meera Bhatt  
Deputy City Attorney

Debra Berman 5/27/22  
Dr. Justin Blum 5/27/22  
Lea Powell 5/27/22  
Debra Berman 5/27/22  
Kathleen Mackenow 5/27/22  
Meg 5/27/22  
Sain Shu 5/27/22  
Sean McKeown 5/27/22  
Kyle 5/27/22  
Jamara 5/27/22  
Jamara 5/27/22

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**TA - UP021 & UP022 –Staffing, Acuity Tool & Staffing, Acuity Tool Non-Acute Care**

Date: 4/27/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. ~~By signing below, the parties agree to recommend approval of this tentative agreement.~~ **NGK**

**TENTATIVE AGREEMENT**

**ARTICLE V – WORKING CONDITIONS**

**V.A. STAFFING**

2. Staffing

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

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

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

Standards of Care

~~602-603.~~ The City commits to maintaining the community standard of care in its Hospital operations

Determination of Acuity

648. The Hospital will continue to involve nurses, on a daily basis, in the determination of the number of staff required. Daily staffing levels are based upon the level of patient acuity prevailing on the unit. During each shift, nurses assess the severity of each patient's

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

illness. The supervising nurse condenses this information for all patients on the nursing unit and uses it to determine the number of health care providers assigned for the next shift.

649. The Department shall provide quarterly updates on the Patient Classification System (PCS) at the Joint Labor Management Committee meetings.
650. The SFGH Patient Classification System (PCS) Committee is responsible for reviewing the reliability of the PCS for validating staffing requirements. The Labor Co-Chair of the SFGH Labor-Management Monitoring Committee is designated as a standing member of that committee. The Union may nominate one member per service line: Emergency Department, Medical Surgical Unit, Psychiatry, Critical Care, SNF units under Title 22, and Maternal Child Health, on the Committee required to validate the patient classification system as required by Title 22 CCR Division 5 §70217(g).
651. One month prior to the quarterly PCS Committee meeting, a roster of direct delegates and supporting data will be presented to the Monitoring Committee. Release time for these provider delegates to attend a Monitoring Committee meeting and the PCS meeting will be provided.
652. A copy of the quarterly meeting minutes and annual report and supporting data, after completion, will be presented at the next, scheduled meeting of the Monitoring Committee. Daily acuity and staffing reports will be available to the Labor Co-Chair or Union's designee, for inspection and copying. A bi-weekly summary of the staffing and acuity data will be presented to the Monitoring Committee.
653. The City and the Union recognize that staffing needs also vary over the course of a 24-hour period, and that, in addition to the Registered Nurses, Orderlies, LPTs and LVNs provide essential patient care services. An RN Staffing Evaluator position will be maintained for ongoing evaluation of the PCS system for the life of this contract or until there is a consensus. The RN in this position will be granted one day per week for the purpose of reviewing/preparing bi-weekly and quarterly Acuity and Staffing Compliance Reports and training nurses on the acuity system. The RN Staffing Evaluator shall be selected jointly by the Union and the Chief Nursing Officer and will have access to the staffing data in Nursing Administration.
654. On a six (6) month pilot basis, beginning on October 1, 2019 and ending March 31, 2020, the Chief Nursing Officer and the Union shall designate a second RN to serve as a Staffing Evaluator for the ED, to collect and analyze patient acuity data in tandem with the ED Director. The designated RN and the ED Director shall present the data monthly to the Chief Nursing Officer and the Labor-Management Monitoring Committee. The

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

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

### Tentative Agreement:

FOR THE CITY

*Dania Wong* 4/27/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

*Nato Green* 4/27/22  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

*[Signature]* 4/27/22

APPROVED AS TO FORM

*[Signature]* 4/27/22  
Date  
Meera Bhatt  
Deputy City Attorney

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**TA – UP003 – SIDE LETTER – Bilingual Pay**

Date: 4/27/22

Time: 3pm

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. ~~By signing below, the parties agree to recommend approval of this tentative agreement.~~

*NC*  
*4/27*

**TENTATIVE AGREEMENT**

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

**III. D. ADDITIONAL COMPENSATION**

Bilingual Pay

313. Subject to Department of Human Resources approval, employees who are certified as bilingual and who are assigned to perform bilingual services shall receive a bilingual premium of sixty dollars (\$60) per pay period. **Employees who passed the test will be deemed to be assigned to perform bilingual services unless the manager can demonstrate that there is no patient care need for the language in that department or program.** For purposes of this section, "bilingual" means the ability to interpret and/or translate non-English languages including sign language for the hearing impaired and Braille for the visually impaired, and "certified" means the employee has successfully passed a language proficiency test approved by the Director of Human Resources. **The City shall make language proficiency tests quarterly at rotating sites until the test becomes fully remote. Schedule for tests dates and sites will be posted online.**
314. 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.

Tentative Agreement:

FOR THE CITY

Dania Wong 4/27/2022  
 Dania Wong Date  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

Nato Green 4/27/22  
 Nato Green Date  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

Heather Gable 4/27/22

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**Employee Relations**  
 City and County of San Francisco  
 Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

APPROVED AS TO FORM

*[Handwritten Signature]*

Meera Bhatt  
 Deputy City Attorney

*4/27/22*

Date

*ad/col/b*

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

### TA – CW002 – Juneteenth Holiday Addition

Date: 4/27/23

Time: 3p

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. ~~By signing below, the parties agree to recommend approval of this tentative agreement.~~

NC  
HWS

### TENTATIVE AGREEMENT

### ARTICLE III. PAY, HOURS AND BENEFITS

#### III.F. HOLIDAYS AND HOLIDAY PAY

(Section III.G. 1 through 8, Holidays and Holiday Pay does not apply to P103 Per Diem Nurses, except as provided in Paragraph 333.)

- 370. Except as otherwise provided herein and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees: January 1, the third Monday in January (Martin Luther King, Jr.'s Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), the second Monday in October (~~Columbus Day~~ **Indigenous Peoples Day, Italian American Heritage Day**), **June 19 (Juneteenth)**, November 11, Thanksgiving Day, the Day after Thanksgiving, December 25, and any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, and, three additional holidays to be taken on days selected by the employee, subject to approval of the appointing officer. Both fulltime and parttime temporary employees must complete six (6) months continuous service before receiving the additional days, provided further, that all parttime temporary employees who are not regularly scheduled, but are employed on an "as needed", irregular, intermittent or other irregular basis are ineligible for the additional days.
- 371. Provided, further, if January 1, **June 19**, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday, except for employees on other than Monday through Friday.

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Tentative Agreement:

FOR THE CITY

*Dania Wong* 4/27/2022  
 Dania Wong Date  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

*Nato Green* 4/27/22  
 Nato Green Date  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

*Meera Bhatt* 4/28/22  
 Meera Bhatt Date  
 Deputy City Attorney

*Heather Green* 4/27/22

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**TA – CW003 – Legal Holidays for Part Time Employees**

Date: 4/27/22

Time: 3pm

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. ~~By signing below, the parties agree to recommend approval of this tentative agreement.~~ JK

**TENTATIVE AGREEMENT**

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

**III.F. HOLIDAYS AND HOLIDAY PAY**

(Section III.G.1 through 8 Holidays and Holiday Pay does not apply to P103 Per Diem Nurses, except as provided in Paragraph 333)

Part-time Employees Eligible for Holidays

- 386. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
- 387. Regular fulltime employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period; therefore, parttime employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ration of 1/10 of the total number of hours the employee is regularly scheduled to worked in a biweekly pay period. ~~Holiday time off shall be determined by calculating 1/10 of the hours worked by the parttime employee in the biweekly pay period immediately preceding the pay period in which the holiday falls.~~
- 388. The proportionate amount of holiday time off shall be taken the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.
- 389. Except as set forth in the Employees Not Eligible for Holiday Compensation provision, employees who work on a holiday shall be entitled to Holiday Pay (HP) for all hours worked.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Wong 4/27/2022  
 Dania Wong Date

Nato Green 4/27/22  
 Nato Green Date

|                                                                  |                                                     |
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Walter Green 4/27/22



**Employee Relations**

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

\_\_\_\_\_  
Chief Negotiator  
City and County of San Francisco

\_\_\_\_\_  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

\_\_\_\_\_  
Meera Bhatt  
Deputy City Attorney

4/28/22  
\_\_\_\_\_  
Date

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~~struck out~~ = removed language



**TA – CW001.V1 – Election of Remedies**

Date: 4/27/22

Time: 3pm

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. ~~By signing below, the parties agree to recommend approval of this tentative agreement.~~

*NG  
HR*

**TENTATIVE AGREEMENT**

**ARTICLE II. EMPLOYMENT CONDITIONS**

**II.A. NON DISCRIMINATION**

Discrimination Prohibited

~~137. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.~~

Reasonable Accommodation

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

Tentative Agreement:

FOR THE CITY

Dania Wong 4/27/2022  
 Dania Wong Date  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

Nato Green 4/27/22  
 Nato Green Date  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

[Signature] 4/27/22

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**Employee Relations**  
City and County of San Francisco  
Department of Human Resources

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CCSF NEGOTIATIONS 2022

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SEIU, Local 1021 RN

Meera Bhatt  
Deputy City Attorney

4/28/22

Date

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**TA – UP041 – COMMITTEE ON DIVERSITY, EQUITY AND INCLUSION**

Date: 4/27/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. ~~By signing below, the parties agree to recommend approval of this tentative agreement.~~ *N*

**TENTATIVE AGREEMENT**

**ARTICLE II – EMPLOYMENT CONDITIONS**

**II.R. COMMITTEE ON DIVERSITY, EQUITY AND INCLUSION**

- 265. The City and the Union are committed to ensuring a diverse, equitable, and inclusive City workforce. For the term of this Agreement (effective ~~July 1, 2019 – June 30, 2022~~ July 1, 2022 – June 30, 2024), the City shall release one (1) Union delegate to participate in the Committee on Diversity, Equity and Inclusion that is established in the SEIU 1021 Miscellaneous Agreement to discuss issues in the workplace for City employees represented by the Union related to diversity and an equitable and inclusive City workplace.
- 266. The Committee on Diversity, Equity, and Inclusion shall meet not less than every two months, ~~except~~ by mutual agreement, to discuss issues related to training needs, recruitment, retention, and promotional opportunities, such as potential barriers in employment for City employees represented by the Union.
- 267. The City shall make reasonable efforts to ensure the following:
- 268. a. All supervisors covered by this Agreement must take the City’s online implicit bias training prior to June 30, 2022.
- 269. 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.
- 270. c. All supervisory employees covered by this Agreement shall be provided the City’s Sexual Harassment Prevention Training once every two years.

|                                                                  |                                                     |
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**Employee Relations**

City and County of San Francisco  
Department of Human Resources


271. By no later than December 1, ~~2019~~ 2022, DHR shall provide the Union with information on its checklist and supplemental training on disciplinary principles for all departments to ensure consistency and fairness in administration of discipline.

272. 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.

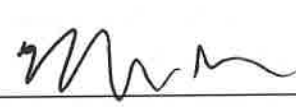
273. The Committee shall discuss issues of diversity, equity and inclusion in City employment including the recommendations in the June 2021 "Report of San Francisco Independent Reviewer for Mayor London Breed by Professor William B. Gould IV." The parties agree that any discussions, advice, or proposals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

Tentative Agreement:

FOR THE CITY


 4/27/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

 4/27/22  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

 4/27/22

APPROVED AS TO FORM

 4/28/2022  
Date  
Meera Bhatt  
Deputy City Attorney

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**TA – UP006 – SIDE LETTER – CREATION OF AN EVENING SHIFT PARKING PILOT PROGRAM**

Date: 4/27/22

Time: 3pm

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. ~~By signing below, the parties agree to recommend approval of this tentative agreement.~~

*NH*  
*HMB*

**TENTATIVE AGREEMENT**

**SIDE LETTER**

**CITY AND COUNTY OF SAN FRANCISCO  
 AND SEIU, LOCAL 1021, STAFF AND PER DIEM NURSES**

**Re: Side Letter - ~~Creation of an Evening Shift Parking Pilot Program~~**

The City and the Union agree to maintain ~~establish~~ a pilot parking program for benefited Permanent Civil Service (PCS) RNs on the evening shift (3pm-11pm) at ZSFG. ~~The program will be tested at ZSFG for a six-month period from September 1, 2019 to March 31, 2020.~~

The Department will create thirty (30) monthly parking passes for the MTA-managed garage located at ZSFG. The Department will make those passes available to up to thirty (30) RNs who are regularly assigned to an evening shift. The Department will select RNs for the program based on PCS Citywide seniority, allowing five (5) working days for a qualifying RN to accept or decline participation in the ~~pilot~~ program.

If a participating RN's shift changes or the RN otherwise no longer meets to the requirements to participate in the program, the RN shall return the parking pass to payroll. The Department will reissue passes returned ~~on or before December 31, 2019~~ to the next eligible RN ~~for the remainder of the pilot period.~~

Each participating RN will be required to create and maintain an account with the garage vendor in order to obtain a monthly parking pass. Each participating RN will be billed through the RN's required vendor account. The Department will calculate the price for the parking each month using the midpoint between the 24/7 and night monthly rates in effect at the time of the calculation. ~~Effective July 1, 2019, this rate is \$120 per month (\$145 for 24/7 and \$95 for night monthly).~~ In the event of a rate change, participating RNs will be notified via email from the vendor, and their accounts shall be billed the new rate thereafter.

For the duration of the parking program, the following rules apply:

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

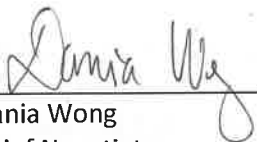
SEIU, Local 1021 RN

1. Evening shift card access to the parking garage is from 2:30 p.m. until ~~12:30~~ **7:30** a.m.
2. No entry with card before 2:30 p.m. is authorized. If a participating RN enters before 2:30 p.m., the RN is required to pull a ticket and pay transient rates for the day.
3. ~~A participating RN must exit the garage by 12:30 a.m. of the same day; a participating RN who stays past 12:30 a.m. is required to pay the all-day transient rate at the vendor's cashier office.~~
4. Parking access cards are not transferrable and may not be shared with other persons. Any RN who allows someone else to use the pass shall be disqualified from further participation.
5. A participant who loses a pass is responsible for the replacement cost.
6. This parking program is not subject to the grievance procedure.
7. Pending extension of the pilot parking program, a participating RN may remain on the existing ZSFG vendor parking lot waiting lists. If the parties extend or adopt the evening shift parking program, each participating RN who chooses to continue to participate in that program shall be removed from other vendor ZSFG parking lot waiting lists.

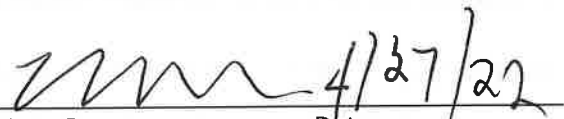
The Union and Department will meet in April 2020 to discuss whether to continue the pilot program. The pilot program may be extended in writing, between the City and the Union, upon mutual agreement.

### Tentative Agreement:


FOR THE CITY

 4/27/2022  
 \_\_\_\_\_  
 Dania Wong Date  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

 4/27/22  
 \_\_\_\_\_  
 Nato Green Date  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

 4/28/2022  
 \_\_\_\_\_  
 Meera Bhatt Date  
 Deputy City Attorney

 4/27/22

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**TA – CW005 – Saturday Holidays**

Date: 4/27/22

Time: 3pm

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. ~~By signing below, the parties agree to recommend approval of this tentative agreement.~~

*ML*  
*4/27/22*

**TENTATIVE AGREEMENT**

**III.F. HOLIDAYS AND HOLIDAY PAY**

*(Section III. F. ~~G. 1 through 8~~, Holidays and Holiday Pay does not apply to P103 Per Diem Nurses, except as provided in Paragraph 333.)*

**Holidays for Employees on Work Schedules Other Than Monday Through Friday**

378. Employees assigned to seven (7) day operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by mutual agreement with the appointing officer within the current or next fiscal year.

Tentative Agreement:

FOR THE CITY

*Dania Wong* 4/27/2022  
 \_\_\_\_\_  
 Date  
 Dania Wong  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION


*Nato Green* 4/27/22  
 \_\_\_\_\_  
 Date  
 Nato Green  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

*[Signature]* 4/27/22

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APPROVED AS TO FORM

      4/28/2022  
 Meera Bhatt                      Date  
 Deputy City Attorney

*3/12/22*  
*JK*

*[Faint horizontal lines and illegible text]*

*subject to...*

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**TA – UP#0039 – The Impaired Nurse – City Counter**

Date: 5.3.2022

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. ~~By signing below, the parties agree to recommend approval of this tentative agreement.~~ *MD*

**TENTATIVE AGREEMENT**

**ARTICLE V. WORKING CONDITIONS**

**V.G. THE IMPAIRED NURSE**

781. The Department and the Union recognize that alcoholism and chemical dependency are treatable diseases which may impair nurse performance on the job and affect patient care.

**781a. When the Department is made aware of an impaired nurse, they will be referred to DPH Human Resources who will provide a list of resources to the nurse including referral information to Leaves of Absence and ADA programs, Employee Assistance Program (EAP), and the California Board of Registered Nursing Intervention Program for Registered Nurses.**

782. The Union and the Department will both approach the Health Service System Board to discuss (if applicable for Per Diem) and suggest changes in Health Care Plans, including possible treatment programs for the impaired nurse.

Tentative Agreement:

FOR THE CITY

*Dania Wong* <sup>(D)</sup> 5/3/2022  
 Dania Wong Date  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

*Nato Green* 5/3/22  
 Nato Green Date  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

*[Signature]* 5/3/22

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

APPROVED AS TO FORM

Meera Bhatt  
Deputy City Attorney

5/3/22

Date

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Employee Relations

City and County of San Francisco
Department of Human Resources

TA – UP#0029 v.2 City Counter Proposal 3 – Mandatory Classes

Date: 5.3.2022

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

Handwritten initials 'ND'

TENTATIVE AGREEMENT

ARTICLE IV. TRAINING AND CAREER DEVELOPMENT

IV.A. EDUCATIONAL OPPORTUNITIES

2. Mandatory Class Scheduling and Testing

- 555. The Department of Public Health will make every effort to schedule mandatory classes, unit-based educational classes, CPR, and other recommended classes during the nurses' work hours. Nurses will be released from their regular work duties during work hours to complete such employer mandated classes. With prior approval, nurses who are not released from their regular work duties during scheduled work hours to complete employer mandated classes will be assigned to complete such classes outside of their regularly scheduled work hours.
555b. The City shall pay for all mandatory classes. This shall not be considered part of the nurses' annual tuition reimbursement allowance. Additionally, DPH will make every effort to schedule flu shots, mandatory safety testing for TB and mask fitting during the nurses' regular work hours. Nurses' work hours may be changed for the specific purpose of attending such classes when classes cannot be scheduled within a normal work shift without extended interruption of patient care.
556. Nurses are required to maintain current licenses and certifications (e.g., CPR/BLS reeducation). Nurses who do not attend Department offered courses may request tuition reimbursement, use of paid Educational Leave, or other paid time off to attend outside classes.
557. Nursing Administration may assign a Registered Nurse to attend an educational course or training that is relevant to the nurse's job responsibilities inside or outside the facilities during the nurse's normal working hours. The nurse shall be paid at the nurse's regular rate while so assigned. Courses which the employee is required to attend by the Department shall be free

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

of charge to the nurse. Nurses may elect to utilize up to eight (8) hours of educational leave for a Pre-Retirement seminar offered by the SFERS, or to attend a union sponsored training class on matters pertaining to this collective bargaining agreement. Nurses may also elect to utilize up to sixteen (16) hours annually of educational leave to prepare for certification or recertification as bilingual.

Tentative Agreement:

FOR THE CITY

*Dania Wong* 5.3.2022  
Dania Wong Date  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

*Nato Green* 5/3/22  
Nato Green Date  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

*Meera Bhatt* 5/3/22  
Meera Bhatt Date  
Deputy City Attorney

*[Signature]* 5/3/22

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**TA – City Counter UP025.002 – P103, Salary Anniversary Date**

Date: 5.3.2022

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. ~~By signing below, the parties agree to recommend approval of this tentative agreement.~~

**TENTATIVE AGREEMENT**

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

**III.H. CHANGE IN STATUS**

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

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

425. A P103 *Per Diem* Nurse who is appointed to a Permanent Civil Service ~~nurse~~**Registered Nurse** position shall be placed at the same ~~numerical~~ salary step the individual occupied as a P103 Per Diem Nurse and ~~shall be credited for purposes of step advancement with time and hours worked at that step as a P103.~~ **shall retain their most recent salary step advancement date as a P103 Per Diem Nurse for purposes of salary step advancement in the Permanent Civil Service nurse position.**

**425a. A nurse in any other non-Permanent Civil Service appointment (i.e., not P103 Per Diem Nurse) who is appointed to a Permanent Civil Service nurse position shall be placed at the same salary step the individual occupied in the as needed appointment and shall retain their most recent salary step advancement date for purposes of salary step advancement in the Permanent Civil Service nurse position.**

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Tentative Agreement:

FOR THE CITY

Dania Wong 5/3/2022

Dania Wong Date  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

Nato Green 5/3/22

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

APPROVED AS TO FORM

Meera Bhatt 5/3/22

Meera Bhatt Date  
 Deputy City Attorney

Handwritten signature 5/3/22

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**TA – UP007– REIMBURSEMENT FOR LICENSE RENEWAL – City Counter 3**

Date: 5/8/2022

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

**ARTICLE IV- TRAINING AND CAREER DEVELOPMENT**

**IV. E. REIMBURSEMENT FOR MANDATORY STATE OF CALIFORNIA LICENSE**

598. Nursing Licenses. On an annual basis, the City will reimburse Nurses who are provide permanent civil service employees nurses, who are regularly scheduled 0.4 FTE and above, an annual payment equivalent to half of upon submission of proof of payment, for the cost of the California license and furnishing number renewals fees where the license is listed as a minimum qualification for the Nurse’s permanent civil service position, and the California license is of any of the following types: registered nurse; nurse anesthetist; nurse midwife; nurse midwife furnishing number; clinical nurse specialist; nurse practitioner; nurse practitioner furnishing number; and public health nurse. The City shall not reimburse Nurses under this section for any costs associated with delinquency or late fees. Reimbursement under this section is available only to Nurses who work at least 0.4 FTE. Reimbursement under this section is The licensing payment shall be made at the end of the first quarter of the fiscal year and shall be less all applicable federal, state and local withholdings. These payments are not deducted from the Tuition Reimbursement Program.

598a. The annual licensing payments in effect for the duration of this agreement shall be equivalent to half the California Board of Registered Nursing fee schedule in effect as of July 1, 2022, as described in the table below. If the fee schedule below is increased during the term of this Agreement, the reimbursement will be increased proportionately no later than forty-five (45) days after written notification from the Union of such increase. No retroactive payments shall apply.

| <u>Classification</u>                 | <u>Licensing Payment</u> |
|---------------------------------------|--------------------------|
| <u>2320 Registered Nurse</u>          | <u>\$95</u>              |
| <u>2323 Clinical Nurse Specialist</u> | <u>\$170</u>             |
| <u>2325 Nurse Midwife</u>             | <u>\$256</u>             |
| <u>2328 Nurse Practitioner</u>        | <u>\$256</u>             |

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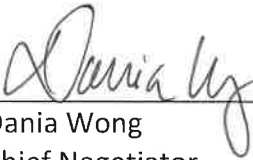


|                                 |              |
|---------------------------------|--------------|
| <u>2330 Anesthetist</u>         | <u>\$170</u> |
| <u>2830 Public Health Nurse</u> | <u>\$158</u> |

598b. The licensing payment is considered covered gross pay but is not pensionable.

Tentative Agreement:

FOR THE CITY

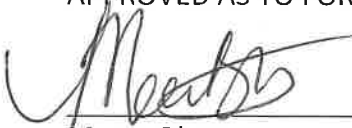
  
 \_\_\_\_\_  
 Dania Wong                      Date 5/5/2022  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

  
 \_\_\_\_\_  
 Nato Green                      Date 5/5/2022  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

Aaron Cramer, RN  
 5/5/22

APPROVED AS TO FORM

  
 \_\_\_\_\_  
 Meera Bhatt                      Date 5/5/2022  
 Deputy City Attorney

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

## TA – City Counter 2 – UP#050.002 – Workplace Violence Prevention Committee

Date: 5/9/2022

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

### TENTATIVE AGREEMENT

### Article V—WORKING CONDITIONS

#### V.E. Health and Safety

##### SFGH Violence Prevention Team

747. The Department of Public Health will institute a Violence Prevention Team at SFGH, consisting of the Administrator on Duty ("AOD") and the Department of Public Health's Director of Security, a representative of the Sheriff's Department, to respond promptly to safety and security concerns, including threats to patients and staff. The team will report any safety or security concern to the SFGH Management Response Team.

~~748. The Workplace Violence Prevention Committee evaluates incidents of violence on the SFGH campus to develop strategies to improve responses to and prevent re-occurrences of such incidents. shall have one (1) representative on this Committee. The City shall provide two (2) hours release time for that representative to attend the monthly meeting.~~

749. The AOD will have the authority to temporarily close any nursing unit to visitors, and take other appropriate action to ensure patient safety.

##### Workplace Violence Prevention (WVP) Committee

749a. The City and the Union are committed to providing a safe working environment and to complying with applicable State and Federal safety standards including CalOSHA regulations.

749b. The WVP committee will research, develop, and recommend measures to improve safety strategies, trainings, and to reduce violent incidents at SFGH, LHH, and SFDPH Community programs. The committee will report to the Joint Committee RN/DPH Labor Management Monitoring Committee (LMMC).

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

749c. The WVP committee will consist of up to six (6) members selected by DPH management and six (6) frontline patient care staff designated by SEIU Local 1021. Labor and management may also select additional alternative representatives that may attend in the place of their six (6) designated representatives. Labor constitutes SEIU Local 1021 staff and members. The Committee will be co-chaired by representatives from management and labor.

749d. The committee will meet once every month for two (2) hours as paid release time. Meeting minutes will be taken and made available by the next meeting.

749e. The Labor co-chair of the committee shall be granted up to six (6) hours of release time every month to do the work of the committee co-chair including committee meetings. If committee members are assigned work from the WVP committee meeting, they will be granted up to two (2) hours of release time per month for such work.

~~773. The Labor Monitoring Committee for Community Oriented Primary Care Clinics (COPC) will be expanded to include all non-hospital areas exclusive of SFGH, Laguna Honda, and Jail Health Services to discuss safety and violence issues. The safety and violence issues raised in COPC Labor Monitoring Committee will be made available to the Joint Occupational Health & Safety Committee.~~

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~~struck out~~ = removed language



Tentative Agreement:

FOR THE CITY

Dania Wong 5/9/2022  
 Dania Wong Date  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

Nato Green 5/9/2022  
 Nato Green Date  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

Meg 5/9/22

APPROVED AS TO FORM

Meera Bhatt 5/9/2022  
 Meera Bhatt Date  
 Deputy City Attorney

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

TA – City Counter 2 – UP#027 and UP#028.003 – P103, TEX, Pension Buyback

Date: 5/9/2022

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

**Side Letter on Charter Amendment for P103 Retirement Participation – Not to be Included in MOU**

**On or before March 30, 2024, the Union and the City agree to meet and discuss the feasibility of amending the City Charter to allow PCS nurses to purchase service credit (for pension and retiree health care eligibility) for time worked while employed solely in a P103 Per Diem appointment.**

Tentative Agreement:

FOR THE CITY

Dania Wong 5/9/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

Nato Green 5/9/2022  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

Meera 5/9/22

APPROVED AS TO FORM

Meera Bhatt 5/9/2022  
Date  
Meera Bhatt  
Deputy City Attorney

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**TA – City Counter 2 - UP#038 – Tuition Reimbursement**

Date: 5/9/2022

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

**ARTICLE IV- TRAINING AND CAREER DEVELOPMENT**

**IV.A. EDUCATIONAL OPPURTUNITIES**

**4. Tuition Reimbursement**

- 560. The City agrees to allocate ~~Two Hundred Seventy Five~~ **Three Hundred** Thousand Dollars (\$~~275~~**300**,000) per fiscal year to Tuition Reimbursement Program for nurses covered by this Agreement. Unused funds shall not be carried forward to the next fiscal year. ~~Notwithstanding the forgoing, the City agrees to carry over, on a one-time basis, any unused tuition reimbursement funds from the 2020-2021 fiscal year to the 2021-2022 fiscal year. Effective July 1, 2020, if all funds are exhausted, the City will increase its annual allocation to \$300,000, and maintain that amount for the remaining term of the Agreement.~~ 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.
- 561. Eligible Nurses. A nurse who has completed at least one year of continuous permanent service prior to applying and whose regular work schedule is 0.4 or more FTE shall be eligible to apply for tuition reimbursement.
- 562. Eligible Expenses. Until such funds are exhausted, and subject to approval by the Appointing Officer or designee, an eligible nurse may utilize up to a maximum of **Six Thousand Dollars (\$6,000)** ~~Three Thousand Dollars (\$3,000)~~ per fiscal year for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications and recertifications, and licenses relevant to the nurse’s current classification. ~~Notwithstanding the foregoing, an eligible nurse may utilize up to a maximum of Six Thousand Dollars (\$6,000) for the 2021-2022 fiscal year only, for tuition, registration fees, books, professional conferences, professional association memberships,~~

|                                                                  |                                                     |
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# Employee Relations

City and County of San Francisco  
Department of Human Resources

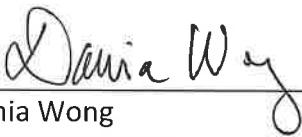
CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

~~professional journal subscriptions, professional certifications and recertifications, and licenses relevant to the nurse's current classification.~~ All expenses must be relevant to the nurse's current classification or a classification to which the nurse might reasonably expect to be promoted. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program or from other public funds. The City will not require nurses to use these Tuition Funds for Department-mandated training. For clarity, the license reimbursement authorized separately under Section IV.E. of this Agreement shall not reduce the amounts payable under the Tuition Reimbursement Program.

Tentative Agreement:

FOR THE CITY


 5/9/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

 5/9/2022  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

Meg 5/9/22

APPROVED AS TO FORM

 5/9/2022  
Date  
Meera Bhatt  
Deputy City Attorney

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**TA – City Counter 4 - UP#004 – SIDE LETTER OF AGREEMENT: LHH NEW GRADUATE PROGRAM**

Date: 5/9/2022

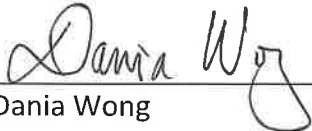
The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

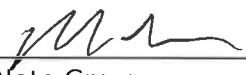
During the term of this Agreement, the Department of Public Health shall make reasonable efforts to hire, train, and retain at least four (4) ~~up to eight (8)~~ newly-graduated, licensed nurses as Permanent Civil Service employees at Laguna Honda Hospital. Notwithstanding the foregoing, failure to achieve that goal shall not be subject to the grievance procedure. This provision shall sunset on June 30, 2022 2024. The Department will present its plan for this program to the Laguna Honda Hospital Labor Management Monitoring Committee (LMMC) by October 1, 2022 and 2023 ~~2019~~. The parties will evaluate the program at the Laguna Honda Hospital LMMC by ~~October~~ November 1, 2022 and 2023 ~~2021~~, and assess whether to extend the program if there are continuing vacancies and the availability of funding.

Tentative Agreement:

FOR THE CITY

  
 \_\_\_\_\_  
 Dania Wong Date 5/9/2022  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

  
 \_\_\_\_\_  
 Nato Green Date 5/9/2022  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

 5/9/22

APPROVED AS TO FORM

  
 \_\_\_\_\_  
 Meera Bhatt Date 5/9/2022  
 Deputy City Attorney

|                                                                  |                                                     |
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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

TA – City Counter – UP#030.003 – Retention, New Grads

Date: 5/18/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**


To retain and promote the career development of SEIU Local 1021 represented employees into nursing classifications covered by this Agreement, employees will be eligible for the 20/20 Program, SEIU Workforce Initiative Training Program, or other City-sponsored workforce development initiatives. Employees who earn a RN license or advance practice license required for classifications covered by this Agreement will be eligible to receive priority in appointment to new graduate training programs for which they are qualified. The availability of new graduate training programs will be dependent upon the availability of funding for such programs. Any appointments must be consistent with Civil Service Rules.


Tentative Agreement:

FOR THE CITY


 5/18/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

 5/18/22  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

  
5/18/22

APPROVED AS TO FORM

 5/18/2022  
Date  
Meera Bhatt  
Deputy City Attorney

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TA – City Counter – UP#030.003 – Retention, New Grads



**TA - City Counter UP#034.002– USE OF PERSONAL PHONES AND DEVICES**

Date: 5/18/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

**ARTICLE II – EMPLOYMENT CONDITIONS**

**II.D. REIMBURSEMENT FOR WORK RELATED EXPENSES**

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

Tentative Agreement:

FOR THE CITY

Dania Wong 5/18/2022  
 Dania Wong Date  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

Nato Green 5/18/22  
 Nato Green Date  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

[Signature]  
5/18/22

APPROVED AS TO FORM

Meera Bhatt 5/18/2022  
 Meera Bhatt Date  
 Deputy City Attorney

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**TA UP052.001 – Laguna Honda Hospital RN Staff Grid**

Date: 5/18/22

Time: 6 pm

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

**ARTICLE V – WORKING CONDITIONS**

LAGUNA HONDA HOSPITAL  
 RN STAFF GRID (INCLUDES CHARGE NURSES)

| NEIGHBORHOOD    | CAPACITY | DAYS          |               | PMS           |               | AMS |      |
|-----------------|----------|---------------|---------------|---------------|---------------|-----|------|
|                 |          | M-F           | S, S          | M-F           | S, S          | M-F | S, S |
| Pavilion Acute  | 11       | 3             | 3             | 3             | 3             | 2   | 2    |
| Pavilion SNF    | 49       | 6             | 5             | 3             | 3             | 1   | 1    |
| North Mezzanine | 60       | 3             | 2             | 1             | 1             | 1   | 1    |
| North 1         | 60       | 3             | 3             | 2             | 2             | 1   | 1    |
| North 2         | 60       | 3             | 3             | 1             | 1             | 1   | 1    |
| North 3         | 60       | 3             | 3             | 1             | 1             | 1   | 1    |
| North 4         | 60       | 3             | 3             | 1             | 1             | 1   | 1    |
| North 5         | 60       | 3             | 3             | 1             | 1             | 1   | 1    |
| North 6         | 60       | 3             | 3             | 1             | 1             | 1   | 1    |
| South 2         | 60       | <del>35</del> | <del>35</del> | <del>23</del> | <del>23</del> | 1   | 1    |
| South 3         | 60       | 4             | 4             | <del>23</del> | <del>23</del> | 1   | 1    |

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

|         |    |               |               |               |               |   |   |
|---------|----|---------------|---------------|---------------|---------------|---|---|
| South 4 | 60 | 4             | 4             | <del>32</del> | <del>32</del> | 1 | 1 |
| South 5 | 60 | <del>43</del> | <del>43</del> | 3             | 3             | 1 | 1 |
| South 6 | 60 | <del>43</del> | <del>43</del> | 3             | 3             | 1 | 1 |

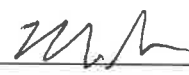
This chart reflects the current staffing at Laguna Honda Hospital as of July 1, 2016~~22~~. Staffing at Laguna Honda Hospital is the subject of continuing discussions and is regularly adjusted based on census and regulatory requirements.

### Tentative Agreement:

FOR THE CITY

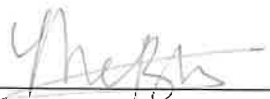
  
 \_\_\_\_\_  
 Dania Wong Date 5/18/2022  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

  
 \_\_\_\_\_  
 Nato Green Date 5/17/22  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

  
 \_\_\_\_\_  
 Heather Green  
 5/18/22

APPROVED AS TO FORM

  
 \_\_\_\_\_  
 Meera Bhatt Date 5/17/2022  
 Deputy City Attorney

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TA – City Counter– UP#016.005 – Telecommuting

Date: 5/18/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

**ARTICLE V – Working Conditions**

**V. I. Telecommuting**

An employee who meets the Telecommuting Program eligibility criteria and program guidelines may apply to participate in the Telecommuting Program. As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject to the telecommuting appeal process. Telecommuting agreements will be offered within a department, program, or clinic based on operational need and in an equitable manner.

In addition to the above, the Department will approve telecommuting agreements for nurses regularly scheduled for administrative time to the extent possible. Any telecommute agreement is subject to staffing needs and not guaranteed. Any employee on an approved telecommute agreement must be able to report to work within two (2) hours in case of safety, staffing, and other onsite service needs.

Either a telecommuting employee or the City may end a telecommuting arrangement at any time, however, telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. In the event a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal the decision to the City's Human Resources Director, whose decision shall be final and binding. Neither the Telecommuting Program nor this Section are subject to the grievance and arbitration procedure of this Agreement.

|                                                                  |                                                     |
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TA – City Counter– UP#016.005 – Telecommuting



**Employee Relations**


City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022


SEIU, Local 1021 RN


Tentative Agreement:

FOR THE CITY

  
\_\_\_\_\_  
Dania Wong                      Date  
5/18/2022  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

  
\_\_\_\_\_  
Nato Green                      Date  
5/18/22  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

  
\_\_\_\_\_  
5/18/22

APPROVED AS TO FORM

  
\_\_\_\_\_  
Meera Bhatt                      Date  
5/18/2022  
Deputy City Attorney

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**TA – City Counter – UP#018.005 – Charge Nurse and Acting Assignment Pay**

Date: 5/18/22

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

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

**III.D. ADDITIONAL COMPENSATION**

Charge Nurse and Acting Assignment Pay

1. Charge Nurse Pay

- 343. Charge Nurses are accountable to the Nurse Manager (class 2322) or appropriate supervisor from the Nursing Department for the assumption of specific leadership responsibilities and patient care duties, as assigned. **Charge Nurses coordinate all unit activities such as: work flow; facilitating patient admissions, discharges and transfers; monitoring unit activities, and other indirect patient care activities. Furthermore, the Charge Nurse acts as resource person to nursing staff and acts as a liaison to other units.** ~~Charge Nurses shall be required to monitor, correct and report on the clinical knowledge and competency of all nursing staff, and participate in the preparation of annual performance evaluations.~~ Completion and execution of the performance evaluation remain the responsibility of the Nurse Managers.
- 344. Charge Nurses’ responsibilities related to performance evaluations are not considered by the parties to be a basis to change the status of the Charge Nurse for purposes of bargaining unit representation.
- 345. At SFGH and LHH, such assignments shall be made for P.M., night, and weekend shifts when no management personnel is present on the unit.
- 346. Any registered nurse assigned to do work as a Charge Nurse, **except to relieve the Charge Nurse during their meal or rest breaks,** ~~for four (4) hours or more in a day~~ shall be paid a premium of 7.5% of the registered nurse’s base hourly rate above the base hourly rate of pay for such hours actually assigned.

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

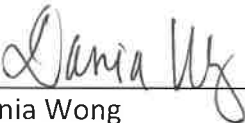
CCSF NEGOTIATIONS 2022

SEIU, Local 1021 RN

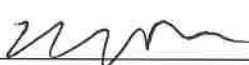
- 347. Public Health Nurses who are assigned to be Nurse of the Day shall receive Charge Nurse Pay.
- 348. The Health at Home Registered Nurse designated as "primary nurse" on weekend days shall be paid the Charge Nurse Premium.

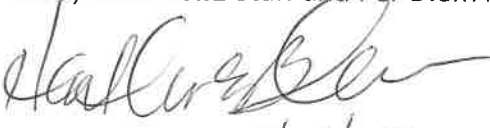
Tentative Agreement:

FOR THE CITY

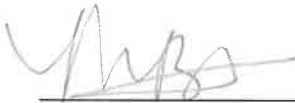
  
 \_\_\_\_\_ 5/18/2022  
 Date  
 Dania Wong  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

  
 \_\_\_\_\_ 5/18/22  
 Date  
 Nato Green  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

  
 \_\_\_\_\_  
 5/18/22

APPROVED AS TO FORM

  
 \_\_\_\_\_ 5/18/2022  
 Date  
 Meera Bhatt  
 Deputy City Attorney

|                                                                  |                                                     |
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**TA – UP011.002 – Chief of Advanced Practice**

Date: 5/24/22

Time: 6:30 p

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

Advanced Practice Council

~~226. DPH and the Union agree to establish an Advanced Practice Council to discuss opportunities to establish consistent standards of practice for Advanced Practice Practitioner (APP) care delivery and, if appropriate, make recommendations to DPH to advance evidence-based practices and use benchmarks to deliver high-quality and cost-effective care throughout DPH. The Council shall be comprised of six (6) advanced practice nurses, selected by the Union so there is one (1) advanced practice nurse representative from each of the following DPH sites: Laguna Honda Hospital; Zuckerberg San Francisco General; Jail Health; Primary Care; Behavioral Health; and Population Health. The Council will meet quarterly, and Council members will be given two (2) hours of release time for the quarterly meetings. Appropriate representatives from DPH executive leadership will participate in two (2) such meetings per year to discuss mutually agreed agenda items.~~

Advanced Practice Leadership

226a. DPH and the Union will start meeting on or after October 1, 2022 to discuss the possible creation of a leadership level role responsible for ensuring consistent standards of practice for advanced practice practitioners, including credentialing, professional development, implementation of legislative changes, and recruitment and retention.

226b. DPH shall provide quarterly paid release time for up to three (3) advanced practice practitioners to participate in discussions of the advanced practice role.

226c. The meetings will occur quarterly for two (2) hours, and the employee/practitioners will be provided paid release time to attend.

226d. The establishment of the advanced practice role and standards are not subject to the grievance procedure.

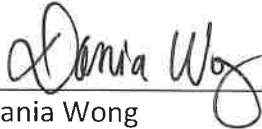
226e. The above provisions shall expire on June 30, 2024.

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Tentative Agreement:


FOR THE CITY

 5/26/2022  
 \_\_\_\_\_  
 Dania Wong Date  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

 5/26/22  
 \_\_\_\_\_  
 Nato Green Date  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

APPROVED AS TO FORM

 5/26/2022  
 \_\_\_\_\_  
 Meera Bhatt Date  
 Deputy City Attorney

  
 Sonia Reyes 5/26/22

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

**TA - City Counter 1 – UP#037.002 - Dispute Resolution**

Date: 8/26/22

Time: 10am

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

**ARTICLE V – WORKING CONDITIONS**

J. Dispute Resolution

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

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

Step I:

689. The Union shall initiate the dispute resolution procedure by submitting such allegations to the administrator of the facility (i.e.; the SFGH Executive Director, LHH Executive Administrator, Deputy Director for Community Health Programs, Deputy Director for Mental Health Programs). Such allegations shall specify the exact nature of the claimed violation, including work units involved, dates, shifts, and other circumstances surrounding the alleged violation. The administrator of the facility shall review and investigate the allegations and, if deemed necessary, submit a plan of correction to the monitoring committee for evaluation and recommendation prior to the administrator's formal submission of such plan of correction. Within thirty (30) days of the Union submission of said allegations, the Administrator of the facility shall issue a formal response which may include a plan of correction if deemed necessary.

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

Step II:

690. If, after monitoring committee evaluation, and no later than fifteen (15) calendar days after receipt of the administrator’s formal response, the Union believes the alleged violation is unresolved, it may submit its specific objections to the Director of Health to review and investigate the allegations. If it deems it necessary, the Union may simultaneously submit to the Director of Health its own proposed plan of correction. The Director of Health shall have thirty (30) days to submit a response.

Step III:

691. If the Union believes the Director of Health’s response is still not satisfactory, and/or the alleged violation is unresolved, either party may request mediation. In such event, the parties shall arrange for mediation with a mediator from the State Mediation and Conciliation Service, within thirty (30) days of such request, in an attempt to resolve the dispute. Any recommendation issued by the mediator shall not be binding on the parties, except by agreement of the City and the Union. In the event the dispute is not resolved, stipulations, admissions, settlement proposals and concessions agreed to or offered during mediation shall not be admissible at a subsequent hearing. The parties further agree to submit any pending disputes as of the effective date of this agreement to mediation.

Step IV:

692. If, following mediation, the Union believes the alleged violation remains unresolved, the Union may submit the allegation within fifteen (15) calendar days to a mutually agreed upon third-party neutral. The third-party neutral may only be brought in three (3) times per fiscal year, for all disputes arising in DPH. At the start of the each fiscal year, the parties will pre-schedule three (3) dates for hearing such disputes. The third-party neutral shall make a binding determination to resolve the dispute. **Parties will request the third-party neutral to provide determination within 30 days of the hearing.**

693. Notwithstanding any prior arbitration award regarding the definition of “one (1) specific staffing issue,” the third-party neutral’s authority is limited to one (1) specific staffing issue only and shall not include other matters such as job assignments, work schedules or other matters covered by this MOU. The determination of the third-party neutral must take into account: area standards regarding staffing, state and federal laws, experts’ recommendations regarding quality of care, business needs, the City’s financial ability to comply with the proposed resolution, and any other relevant information presented by the parties. In determining a staffing issue, the third-party neutral’s determination must fall within allocated DPH resources.

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**Employee Relations**

City and County of San Francisco  
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Selection of Neutral Third-Party

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

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

Tentative Agreement:

FOR THE CITY

Dania Wong 5/26/2022  
Date  
Dania Wong  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

Nato Green 5/26/22  
Date  
Nato Green  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

Heather Green  
5/26/22

APPROVED AS TO FORM

Meera Bhatt 5/26/2022  
Date  
Meera Bhatt  
Deputy City Attorney

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

**TA – City Counter 2 – UP#002.002 – Grievance Procedure**

Date: 5/10/2022

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

**ARTICLE I – REPRESENTATION**

**I.L GRIEVANCE PROCEDURE**

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

Definition

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

Grievance Description

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

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

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

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

Procedure

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

85. In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance.

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

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## Employee Relations

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### Time Limits

- 87. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. Steps are skipped only with the express, prior approval of the other party, except as outlined in herein.
- 88. All time limits referred to in this section are binding on each party.
- 89. A time limit may be extended by the Union and the Management Official responsible for the decision making at the particular step of the process by agreement entered into prior to the expiration of the time limit. This agreement must be confirmed in writing by the party initiating the extension request. Failure by the Union to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the City to follow the time limits shall serve to move the grievance to the next step.
- 90. Any deadline date under this procedure that falls upon a Saturday, Sunday or Holiday shall be continued to the next business day.

### Employee Grievance Procedure

- 91. An employee having a grievance may first discuss it with the employee's immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner. The employee may have a representative(s) at this discussion.
  - 1. Step I. Immediate Supervisor
- 92. If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal Discussion, the Union may pursue the grievance further.
- 93. The Union shall submit a written statement of the grievance to the immediate supervisor within fifteen (15) calendar days of the facts or event giving rise to the grievance, or within fifteen (15) calendar days from such time as the employee or Union should have known of the occurrence thereof. In cases alleging sexual harassment, the time limit during which to file a grievance shall be four (4) months.
- 94. The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. The supervisor shall respond in writing within five (5) calendar days.
- 95. Grievances related to a suspension or the termination of an employee may be submitted initially at Step IV of this procedure within fifteen (15) calendar days of the date of the

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## Employee Relations

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final notice of disciplinary action (certified mailing date). The parties agree to use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) days of the Step Three grievance.

### 2. Step II. Department Head/Designee

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

### Grievance Committee Pilot Program July 1, 2022-June 30, 2023

97. The parties agree to a 1-year pilot program for a monthly Grievance Resolution Committee to attempt to resolve grievances pending at Step 2. The pilot may only be extended by mutual agreement of the parties.
98. The notice from the Union to move the grievance to Step 2 will simultaneously refer the grievance to the Grievance Resolution Committee. The Grievance Resolution Committee will meet monthly to attempt to resolve any pending grievances at the Step 2 level prior to advancing the matter to Step 3. The Committee will consist of individuals who are authorized to resolve the grievance which will include two (2) members designated by the Union, two (2) members designated by DPH management, and one (1) notetaker.
99. A summary of the Committee meeting will be provided to all parties.
100. If the Committee reaches a resolution, and the resolution requires approval by another entity such as the Health Commission or the City Attorney, the Committee will submit a recommendation for implementation of its proposed resolution. The Committee's recommendation will not be binding unless and until all applicable signatures have been obtained.
101. If the Committee does not reach a resolution or if the entities above do not approve the recommendation, the Step 3 process will continue as below.

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## Employee Relations

City and County of San Francisco  
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3. Step III. Director, Employee Relations/Designee
102. If the decision of the department head/designee is unsatisfactory, the Union may, within fifteen (15) calendar days after receipt of the Department's decision, submit the grievance in writing to the Employee Relations Director.
103. The Employee Relations Director or designee shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing. Within ten (10) calendar days after receipt of the written grievance, either the Union or the City may request, in writing, that the Employee Relations Division hold a Step III grievance meeting. In the event of such a request, the parties will schedule a Step III grievance meeting. The Employee Relations Director or designee shall have fifteen (15) calendar days from the date of the Step III grievance meeting to respond in writing.
104. Subject to applicable law, the Director of Employee Relations shall have authority to settle grievances at this step.

4. Step IV. Final and Binding Arbitration

105. Should there be no satisfactory resolution at Step III, the Union has the right to submit and advance the grievance to final and binding arbitration within thirty (30) calendar days of receipt of the Step III response. On an annual basis, the City and the Union shall establish a Standing Arbitration Panel by each submitting a list of seven (7) arbitrators. In any grievance referred to arbitration, the parties shall alternately strike from said List until a single name remains, and said arbitrator shall be designated to hear the matter. Whether the Union or City deletes the first name in the alternating process shall be determined by lot.
106. 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.
107. The City and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of ERD's receipt of the Union's arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within ninety (90) calendar days of the selection of the arbitrator. Should the designated arbitrator be unable to comply with this requirement, the parties shall by

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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mutual agreement commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.

- 108. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.
- 109. The parties shall encourage the arbitrator to make the arbitrator's award within forty-five calendar days following receipt of closing arguments or briefs. The decision of the arbitrator shall be final and binding on all parties.
- 110. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required.
- 111. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. In the case of employees of the City, they shall be compensated at an appropriate rate of pay for time spent.

### Expedited Arbitration

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

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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.

- 113. 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.
- 114. In the event that an expedited arbitration hearing is cancelled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

### Rights of Individuals

- 115. 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.
- 116. Employees who are released or disciplined during their initial probationary period or during any probationary period established by this Agreement, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of the provisions of the No Discrimination provisions. In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.

### "Skelly Rights"

- 117. An employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a hearing and to the following:
  - 118. A notice of the proposed action; and
  - 119. The reasons for the proposed discipline; and
  - 120. A copy of the charges and the materials upon which the action is based; and
  - 121. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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SEIU, Local 1021 RN

### Disciplinary Action Appeal Procedure For P103 Per Diem Nurses

122. *Formal employee conferences may be recorded on the Employee Conference Form for conferences regarding non-disciplinary matters. Formal employee conferences shall be recorded on the Employee Conference Form for conferences regarding disciplinary matters.*
123. *The Employee Conference Form shall provide the following:*
124. *Notification of the right to have a representative (for conferences regarding disciplinary matters).*
125. *Previous conferences regarding the same subject and dates thereof.*
126. *Notification of the right to respond in writing on the form to the reviewer immediately or within five (5) working days of the initial conference on disciplinary matters concerning warnings or reprimands.*
127. *Notification of the right to respond in writing on the form to the reviewer and/or Appointing Officer immediately or within five (5) working days of the initial conference on recommendations for suspension of five (5) days or less.*
128. *Signature by the employee acknowledging the conference and notification of certain rights.*
129. *In cases of recommended terminations, recommended suspensions, or of a written warning, the employee may, upon request, meet with the reviewer with a representative present. Prior to said meeting, the employee shall provide a written response in accordance with paragraph #127 above.*
130. *Action by reviewer on proposed written warnings and reprimands is final.*
131. *Recommendation of reviewer on suspensions shall be submitted to the Appointing Officer for appropriate action.*
132. *Appointing officer will review employee's written response (if submitted) and make appropriate decision on recommended suspension. Upon request by the employee or the employee's representative, the San Francisco General Hospital Appointing Officer will consider holding a meeting before ruling on recommendations for disciplinary suspensions.*

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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SEIU, Local 1021 RN

133. *Appointing Officer's decision on recommendations for suspension is final.*
134. *The Appointing Officer's decision on recommendations for termination is final for P103 Per Diem Nurses with less than 1040 hours of service. For P103 Per Diem Nurses with more than 1040 hours of service, the Appointing Officer's decision on-recommendation for termination is final provided, however, that the Appointing Officer shall consider the recommendation of an arbitrator as follows:*
135. *The arbitrator shall be selected by the Union and Management utilizing the same arbitrator and hearing dates provided for in the Expedited Arbitration provision of this Agreement, Section I.L.*
136. *The Arbitration process shall be informal with no transcripts. The recommendation will be issued as a "Bench Decision".*
137. *The costs of the arbitrator shall be equally shared by the parties.*
138. *In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City or Department rule (intoxication, theft, etc.), the Appointing Officer may waive the procedures outlined above.*
139. *An employee who refuses a conference waives the employee's rights to review. The employee shall be so advised.*
140. *An employee who holds dual appointments in any registered nurse classification and as a P103 Per Diem Nurse and who receives a disciplinary suspension in either appointment shall not be eligible for employment during the period of the suspension.*

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2022


SEIU, Local 1021 RN


Tentative Agreement:

FOR THE CITY

 5/10/2022  
Dania Wong Date  
Chief Negotiator  
City and County of San Francisco

FOR THE UNION

 5/10/2022  
Nato Green Date  
Chief Negotiator  
SEIU, Local 1021 Staff and Per Diem Nurses

 5/10/22

APPROVED AS TO FORM

  
Meera Bhatt Date  
Deputy City Attorney

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

**TA – City Counter 1 – UP#015.002 – Holiday Scheduling**

Date: 5/16/2022

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022.

**TENTATIVE AGREEMENT**

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

**III. HOLIDAYS AND HOLIDAY PAY**

(Section III.G. 1 through 8, Holidays and Holiday Pay does not apply to P103 Per Diem Nurses, except as provided in Paragraph 333.)

- 390. The Department of Public Health will use its best efforts to grant each Registered Nurse qualifying for paid holidays, Christmas or New Years off. The Department of Public Health will guarantee one of the three, Thanksgiving, Christmas or New Years off. If a nurse works both Christmas and New Years, such nurse has the option of having the nurse’s regular day off before or after the holidays, unless the day requested is a Saturday or Sunday. Employees exercising this option shall waive the provisions of the Consecutive Work Days paragraph.
- 391. Nurses who work twelve-hour shifts shall receive holiday pay for Christmas and New Year's for the period commencing at 7:00 p.m. on the eve of the holiday. **In addition, Nurses who work eight-hour shifts at SFGH med/surg shall receive holiday pay for Christmas and New Year's for the period commencing at 9:00 p.m. on the eve of the holiday.**
- 392. Jail Health Services nurses who work eight-hour shifts shall receive holiday pay for the period commencing at 10:00 p.m. on the eve of the holiday. 393. The Department of Public Health will use its best efforts to grant the nurse’s first choice in accordance with seniority. Regardless of seniority, a nurse will be guaranteed the nurse’s first choice at least once every three (3) years.

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Tentative Agreement:

FOR THE CITY

Dania Wong 5/10/2022  
 Dania Wong Date  
 Chief Negotiator  
 City and County of San Francisco

FOR THE UNION

Nato Green 5/10/2022  
 Nato Green Date  
 Chief Negotiator  
 SEIU, Local 1021 Staff and Per Diem Nurses

Meg 5/10/22

APPROVED AS TO FORM

Meera Bhatt 5/17/22  
 Meera Bhatt Date  
 Deputy City Attorney

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