

TA David Canham 5-30-2016

TA Dana Douglas 5-30-2016

**City Last Best and Final Offer**  
May 30, 2016 10:30 pm

All items subject to overall agreement with sufficient time to finalize the MOU for filing with the Clerk of the Board of Supervisors by June 1, 2016. In the event no timely agreement is reached, the City will continue to negotiate as required by law.

In the event no MOU is submitted to the Board by June 1, 2016, this settlement package is withdrawn and any FY 2016-17 economic improvements previously offered will be deferred to FY 2017-18.

1. **Term:** July 1, 2016 - June 30, 2017
2. **Wage Increases:**
  - a. July 1, 2016: for all represented classes  
3.25% COLA
  - b. 8-23-2016:  
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.
3. **Tentative Agreements:** As previously signed.
4. **SFGH:**
  - a. **Break Coverage** - SFGH to provide dedicated break nurses for units with Title 22 ratios. City language 5-29.
  - b. **SFGH Staffing C#13 and U#38 - attached TA Union language**
  - c. **Title 22 obligations** and language clean up - C#15- 5-29
  - d. **HPPD Language** removed and replaced with RN ratios - C#29 - 5-29.
  - e. **MERT Pay - U#29 - see attached.**
  - f. **ED Staffing U#55 and C#21 - TA attached.**
  - g. **Commitment Letter** - SFGH management agrees to review and consider the revised AORN staffing recommendations for OR. **Will provide letter no later than June 1st.**
5. **U#32 Tuition Reimbursement** - ~~Increase tuition fund by \$25,000 on July 1, 2017~~ and Expand usage. Fast track processing assistance by DPH HR. Language updated.
6. **U#25 SEIU Nurse Educator - Language updated and attached.**

D.C  
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7. **SFGH Staffing:**

- a. C#16 Med-Surg - 5-30 language
- b. C#17 Critical Care - 5-30 language
- c. Critical Care- **Letter of Commitment regarding RN staffing model positions for FY 2016-2017.**
- d. C#18 PACU - 5-30 language
- e. C#19 Maternal Child Health - 5-30 language
- f. C#20 Psychiatric - 5-30 language (**includes additional 16 hours a day 7 days a week RN staff**)

Contingent upon acceptance of all of above, the City has deleted the following sentence in each SFGH Unit Staff proposal: "Notwithstanding the staffing provisions set forth in this paragraph, the City can modify staffing ratios based on operational needs consistent with Title 22 regulations." **Additionally, the following sentence has been inserted in C#16 Med-Surg; C #17 Critical Care, C#18 PACU, C# 19 Maternal Child Health and C#20/U#34 Psychiatry: Charge Nurses will not be given patient assignments except in unavoidable circumstances.**

8. Pending Grievances withdrawn:

- ERD No. 82-15-3007 (Class action re: Contracting out of BU work) **The Union withdraws with prejudice without waiving its right to file a new grievance if the City commits future CBA violations of the same or similar nature.**
- ERD No. 82-15-2974 (Class action re: Staffing ratio and acuity violations) **Staffing/break relief issue will be held in abeyance until December 31, 2016. The parties agree to mediation regarding the acuity portion of the grievance.**
- ERD No. TBD (Class action re: "all affected RNs in Unit 4B") - **Breaks issue will be held in abeyance for six (6) months from July 1, 2016.**
- ERD No. 82-15-3014 Contracting out bargaining unit work
- ERD No. 82-15-3070 Voluntary reassignment-**Union withdraws with prejudice without waiving its right to file a new grievance if the City commits future CBA violations of the same or similar nature.**

9. **Child Care - New Language 5-30 (amended)**

10. All other issues considered resolved or withdrawn.

11. Language still in process regarding other issues including staffing clean-up and other language (ex: term).

SEIU, Local 1021 & CCSF – Tentative Agreements  
as of May 29, 2016

Union Proposal	Content	See City Proposal #	Status
U#3 Steward Training	Provides 4 hours paid release time for newly-elected Union steward training and 4 hours paid release time for MOU training		TA signed 4-25
U#4 Grievance Procedure	Provides option to request Step III Grievance Meeting		TA signed 4-21
U#5 31 Just Culture	Creates Just Culture Process Pilot Program to improve clinical practice		TA signed 5-17
U#8 Advance Schedules	Mandates provision of staff schedules 14 days prior to start of next scheduling period		TA signed 5-11
U#9 Voluntary Reduced Workweek	Language clarification only	C# 7	TA signed 5-13
U#12 Def of Weekend	Defines weekend as Friday 7pm through Sunday 6:59pm for SFGH employees working 12-hour shifts	C#30	TA signed 5-11
U#15 Above Entrance Rate	Notify Union quarterly of employees hired above Step 1		TA signed 4-21
U# 16 P103 Appointments	Language clarification only	C#8	TA signed 5-17
U#17 Seniority Increments	Housekeeping proposal only	C#8	TA signed 5-17
U#18 P103 Steps	Adds required hours of service for P103s to progress through the salary steps	C#8	TA signed 5-17
U#20 P103	PCS RNs eligible for P103 status upon successful completion of probation		TA signed 4-25
U#22 Life Insurance	Covered employees receive \$50k term life insurance effective 1/1/2017		TA signed 5-16
U#23 Voluntary Reassignments	Allows part-time employees to apply for reassignment to any position up to 1.0 FTE		TA signed 5-27
U#24 Training and Mask Fitting	DPH will make every effort to schedule mask fitting, TB testing, and flu shots during nurses' shifts		TA signed 5-11
U#27 LHH Orientation	Structured learning period may be extended upon request of the Nurse Educator on a case-by-case basis		TA signed 5-10
U#33 MERT Team	SFGH will study MERT needs at SFGH and develop staffing recommendations based on these findings		TA signed 5-27
U#50 Charge Nurse	Provides 4 hours training for new CNs and annual 2-hour refresher training for all CNs		TA signed 5-11

SEIU, Local 1021 & CCSF – Tentative Agreements  
as of May 29, 2016

Union Proposal	Content	See City Proposal #	Status
U#56 Uniforms	City will provide 3 sets of scrubs to SFGH employees and will consult with Union re: new colors, quality, and vendor		TA signed 5-27
<b>City Proposals</b>	<b>Content</b>		<b>Status</b>
C#1 Housekeeping	Language clarification only		TA signed 4-21
C#2 Modify P103 Appeal	Language clarification only		TA signed 4-21
C#4 P103 Leaves	Limits leave to once per year and clarifies availability requirements		TA signed 4-25
C#6 PHN – Reduced Schedule	Retains language in a Side Letter for employee in program only		TA signed 4-25
C#7 Voluntary Work Reduction	Language clarification only	U#9	TA signed 5-13
C#8 Steps	Standardizes years of experience required for appointment above entry and reduces years of service required to move from Step 6 to Step 7	U#16, 17, 18	TA signed 5-17
C#12 Staffing - Intro	Language clarification only		TA signed 4-21
C#14 P103 Scheduling	DPH will track usage of External P103s and annually provide information to the Union		TA signed 4-21
C#22 SFGH Language	Staffing language clarification only; Modification to ancillary staff references		TA signed 5-27
C#23 LHH	Provides LHH staffing grid (increased staff)		TA signed 4-21
C#24 Jail Health	Language clarification; Staffing changes are based on census and regulatory requirements		TA signed 5-17
C#25 Community	Language clarification; Staffing changes are based on census and regulatory requirements		TA signed 5-17
C#28 ADO Housekeeping	Moved to Article V. Section A		TA signed 4-21
C#30 Definition of Weekend	Clarifies existing language to reflect study completion	U#12	TA signed 5-11



**TENTATIVE AGREEMENT**

City Counter to Union Proposal #1 - Term

Date: May 30, 2016

Time: \_\_\_\_\_

**ARTICLE VI. SCOPE**

**VI.E. DURATION**

770. This Agreement shall be effective July 1, 2016 and shall remain in full force and effect through June 30, 2017. The parties agree that each will make every good faith effort to conclude a successor agreement on or before the expiration date noted.

Tentative Agreement:

FOR THE CITY

Diana Doughtie 5-30-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

David Canham 05-30-2016  
David Canham Date  
Chief Negotiator

Approved As To Form:

Katharine Potter 5/30/2016  
Katharine Potter Date  
Chief Labor Attorney

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TENTATIVE AGREEMENT

#4 City Counter to Union Proposal #3: Steward Training

Date: April 25, 2016

Time: \_\_\_\_\_

ARTICLE I. REPRESENTATION

I.E. OFFICIAL REPRESENTATIVES AND STEWARDS

The City proposes to add a new paragraph with the following language:

(xx) Union Steward and Representative Training

Each newly-elected Union Steward shall be allowed four (4) hours of paid release time for Union Steward training on a one-time basis. The training for newly-elected Union Stewards will be scheduled by the Union. The Union will notify the City and the Department which employees are newly-elected Stewards. Such training will be provided by the Union.

In addition to the four (4) hours of paid release time for Union Steward training described above, during the first nine (9) months that this MOU is in effect, the City shall allow up to four (4) hours of paid release time for up to a total of forty (40) Stewards or Official Representatives to attend training provided by the Union regarding the provisions of this MOU.

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

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<b>bold</b> = concept proposal language	



DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement:

FOR THE CITY

*Diana Doughtie* 4-25-16  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

*David Canham* 4-25-16  
David Canham Date  
Chief Negotiator

Approved As To Form:

*Katharine Porter* 5/4/16  
Katharine Porter Date  
Deputy City Attorney

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TENTATIVE AGREEMENT

City Counter to Union Proposal #4: Step 3 Grievance Procedure

Date: April 19, 2016

Time: \_\_\_\_\_

ARTICLE I. REPRESENTATION

I.L. GRIEVANCE PROCEDURE

3. Step III. Director, Employee Relations/Designee

100. 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.

101. 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.


Tentative Agreement:

FOR THE CITY

  
Diana Doughtie  
Chief Negotiator


4-21-2016  
Date

FOR THE UNION

  
David Canham  
Chief Negotiator

4-21-2016  
Date

Approved As To Form:

  
Katharine Porter  
Deputy City Attorney

4/20/16  
Date

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TENTATIVE AGREEMENT

#2 City Counter to Union Proposal No. # 5 Just Culture - SFGH

Date: May16, 2016

Time: \_\_\_\_\_

Side Letter of Agreement  
SFGH Just Culture Process Pilot Program (Pilot Program)

The parties agree that utilizing the “Just Culture” Process may enhance patient care, safety and outcomes. Therefore, effective February 1, 2017, the parties agree to establish a one-year pilot program at San Francisco General Hospital utilizing the Just Culture Process in investigating deviations from standard clinical practices and determining appropriate corrective measures. The Just Culture Process will not be used for investigating potential employee misconduct, including allegations of substance abuse, patient abuse, diversion or excessive tardiness or absences.

The Just Culture Process is intended to provide support, coaching and training for identified employees who need to improve clinical practice.

The Union will provide a shop steward and/or business representative trained in the Just Culture Process to attend meetings involving the Just Culture Process. Management will also provide a similarly trained nurse manager or human resources representative to be present at such meetings.

After the one-year Pilot Program ends, the City may extend the Pilot Program in its sole discretion. The Just Culture Process shall not limit the Department’s right to conduct an administrative investigation and impose discipline.

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement for Counter to Union  
Proposal No. # 5 Just Culture - SFGH:

FOR THE CITY

*Diana Doughtie* 5-17-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

*David Canham* 05.17.2016  
David Canham Date  
Chief Negotiator

Approved As To Form:

*Katharine Porter* 5/18/16  
Katharine Porter Date  
Deputy City Attorney

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**TENTATIVE AGREEMENT**

City Counter to Union Proposal # 8: Schedule Availability

Date: May 10, 2016

Time: \_\_\_\_\_

Note: To be added to appropriate article of MOU.

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

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

Tentative Agreement:

FOR THE CITY

*Diana Doughtie* 5-18-2016  
\_\_\_\_\_  
Date

Diana Doughtie  
Chief Negotiator

FOR THE UNION

*David Canham* 5-11-2016  
\_\_\_\_\_  
Date

David Canham  
Chief Negotiator

Approved As To Form:

*Katharine Porter* 5/17/16  
\_\_\_\_\_  
Date

Katharine Porter  
Deputy City Attorney

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TENTATIVE AGREEMENT

City Proposal No. # 7 and Union Proposal # 9 Voluntary Reduction in Work Week

Date: May 11, 2016

Time: \_\_\_\_\_

ARTICLE III. PAY, HOURS AND BENEFITS

III.B. WORK SCHEDULE

Voluntary Reduced Workweek

295. ~~Employees with the approval of the appointing officer may request voluntarily elect to~~  
voluntarily work a reduced workweek for a specified period of time. Pay, vacation, holidays  
and sick pay shall be reduced in accordance with such reduced workweek.

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

297. 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 and on a first come-first serve basis ~~a reduced work schedule.~~

298. b. Up to ten percent (10%) of employees in Community Public Health Services, ~~ten percent (10%)~~ inclusive of 2830 Public Health Nurses and employees ~~ten percent (10%)~~ in Community ~~Mental~~ Behavioral Health Services, and ten percent (10%) of employees in Forensic Services shall be granted a reduced work schedule upon request and on a first come-first serve basis ~~a reduced work schedule.~~

299. c. Requests for reduced work schedules beyond those required in paragraphs 297 and 298 above may be granted to employees covered by this Agreement for a temporary or permanent basis ~~are~~ subject to approval of the Appointing Officer or designee.

300. 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 paragraph 289 above;

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

SFGH: 16 hrs/wk;

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

302. f. Requests for reduced work schedules shall be submitted in writing directly to the Chief Nursing Executive or Program Director who shall respond within ten (10) working days. ~~Head Nurse with final approval by the Associate Administrator, for employees at S.F. General Hospital. Such requests at Laguna Honda Hospital, and Community Health Programs shall be submitted directly to the Director of Nurses. The Associate Administrator or the Director of Nurses shall respond within ten (10) working day.~~

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Diana Doughtie 5-13-2016  
Diana Doughtie Date  
Chief Negotiator

David Canham 05-13-16  
David Canham Date  
Chief Negotiator

Approved As To Form:

Katharine Porter 5/17/16  
Katharine Porter Date  
Deputy City Attorney

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TENTATIVE AGREEMENT

City Counter to Union Proposal # 12 and City Proposal # 30 - Definition of Weekend

Date: May 10, 2016

Time: \_\_\_\_\_

ARTICLE III. PAY, HOURS AND BENEFITS

III.D. ADDITIONAL COMPENSATION

325. The definition of the beginning and ending of the weekend are site-specific. By mutual agreement between the Union and the Department ~~By mutual agreement of the division's labor management monitoring committee,~~ the parties may change the definition of the weekend. ~~The labor management monitoring committee must evaluate any proposal to redefine the weekend based on the following criteria: a) patient safety, b) data related to census and employee attendance, c) the operational needs of the site (i.e., SFGH, LHH, JHS or Community Programs), and d) cost neutrality. Changes to the definition of the weekend shall only be made once per site during the term of the Agreement.~~

Effective February 1, 2017, for SFGH employees working twelve (12) hour shifts, the definition of the weekend will be Friday 7:00 pm through Sunday 6:59 pm for purposes of computing shift pay outlined in Article III Pay, Hours, and Benefits Weekend Premium, and in defining weekend shifts for employee obligations prescribed in Article III Pay, Hours, and Benefits in paragraph 323.

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement for City Proposal #30  
and Counter to Union Proposal #12 -  
Definition of Weekend

FOR THE CITY

*Diana Doughtie*      5-18-2016  
Diana Doughtie      Date  
Chief Negotiator

FOR THE UNION

*[Signature]*      5.11.2016  
David Canham      Date  
Chief Negotiator

Approved As To Form:

*[Signature]*      5/17/16  
Katharine Porter      Date  
Deputy City Attorney

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**TENTATIVE AGREEMENT**

City Counter to Union Proposal No. 15: Notice of Appointments Above Entry Step

Date: April 19, 2016

Time: \_\_\_\_\_

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

**III.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

Appointment Above Entrance Rate

*Add at appropriate place in Section:*

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

Tentative Agreement:

FOR THE CITY

 4-21-2016  
\_\_\_\_\_ Date

Diana Doughtie  
Chief Negotiator

FOR THE UNION

 4.20.2016  
\_\_\_\_\_ Date

David Canham  
Chief Negotiator

Approved As To Form:

 4/20/16  
\_\_\_\_\_ Date

Katharine Porter  
Deputy City Attorney

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TENTATIVE AGREEMENT

City Proposal No. # 8 and Union Proposal # 16, 17, and 18 – Hire Above Step 1 and Movement  
Between Steps

Date: May 16, 2016

Time: \_\_\_\_\_

ARTICLE III.A. SCHEDULES OF COMPENSATION

- 271. ~~The compensation schedule for Class 2320 Registered Nurse, 2340 Operating Room Nurse, 2323 Clinical Nurse Specialist, 2325 Nurse Midwife, 2328 Nurse Practitioner, and Class 2330 Nurse Anesthetist shall also be increased as follows:~~
- 272. ~~a. Nurses shall advance to Step 7 upon completion of two (2) years of service at Step 6 or seven and one half (7.5) years of City service whichever occurs first.~~
- 273. ~~b. Nurses shall advance to Step 8 upon completion of three (3) years of service at Step 7 or ten and one half (10.5) years of City service whichever occurs first.~~
- 274. ~~e. Step 9 shall be set at approximately 3.1% above Step 8. Nurses shall advance to Step 9 upon completion of five and one half (5.5) years of service at Step 8 or sixteen (16) years of City service whichever occurs first.~~
- 275. ~~d. Step 10 shall be set at approximately 3.1% above Step 9. Nurses shall advance to Step 10 upon completion of five (5) years of service at Step 9 or twenty one (21) years of City service whichever occurs first.~~
- 276. ~~As needed, non-benefited employees in classes 2325 Nurse Midwife, 2328 Nurse Practitioner, 2330 Nurse Anesthetist and 2830 Public Health Nurse shall be placed on Steps One to Step Five of the salary range for that classification based on prior experience and skills. As needed employees in these classes who hold regularly scheduled civil service appointments in the same class shall be appointed at the same salary step as their regular civil service appointments.~~
- 277. All wage increases provided in this Agreement will commence at the start of the payroll period closest to the date specified for the wage increase, unless noted otherwise, and shall be rounded to the nearest salary step of the range.
- 278. Rates for employees' classes are on a biweekly basis for a normal work schedule of five days per week, eight hours per day.

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

- 391. ~~2. — Loss of compensation would result if appointee accepts position at the normal step;~~
- 392. ~~3. — A severe, easily demonstrated and documented recruiting and retention problem exists, such that all City appointments in the particular class should be above the normal step;~~
- 393. ~~4. — The appointee possesses special experience, qualifications and/or skills which, in the appointing officer's opinion, warrants appointments above the entrance rate; and~~
- 394. ~~5. — The Controller certifies that funds are available.~~
- 395. ~~Appointments at steps requiring seven and one half (7.5), ten and one half (10.5), sixteen (16) or twenty one (21) years of service shall additionally require the years of experience for that step, either worked with the City and/or another employer with a comparable class.~~
- 396. ~~The Department of Public Health will file a report with the Union every 6 months detailing the names, work location, step placement, date of hire and reason for appointment above entrance for all employees hired above step one.~~

**ARTICLE III.J. SENIORITY INCREMENTS**

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

417a. Registered Nurses shall progress through the salary steps based upon the following:

<u>Step</u>	<u>Years at Step</u>
<u>1</u>	<u>0 years</u>
<u>2</u>	<u>1 year at Step 1</u>
<u>3</u>	<u>1 year at Step 2</u>
<u>4</u>	<u>1 year at Step 3</u>
<u>5</u>	<u>1 year at Step 4</u>
<u>6</u>	<u>2 years at Step 5</u>
<u>7</u>	<u>1.5 years at Step 6</u>
<u>8</u>	<u>3 years at Step 7</u>
<u>9</u>	<u>5.5 years at Step 8</u>
<u>10</u>	<u>5 years at Step 9</u>

Entry at the First Step

- 418. ~~Registered Nurses appointed at Step One shall advance to the second step upon completion of one year of service. Such nurses shall advance to Step Three, Step Four and Step Five upon completion of one year required service at the prior step. Staff~~

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

~~Nurses shall advance to Step Six upon completion of two years of service at Step Five and shall advance to Steps Seven and higher in accordance with the provisions of III.A.~~

Entry at Other Than First Step

419. ~~Registered Nurse classifications shall be appointed at the second salary step if they have three (3) years' experience within the last five (5) years prior to appointment. Such employee shall advance at one (1) year intervals to Step Three through Step Five. Registered Nurses shall advance to Step Six upon completion of two (2) years of service at Step Five. Registered Nurses shall advance to Steps Seven and higher in accordance with the provisions of III.A.~~
420. ~~Registered Nurse classifications shall be appointed at the third salary step if they have six (6) years' experience within the last ten (10) years prior to appointment. Employees shall advance at one (1) year intervals thereafter to Step Four through Step Five. Registered Nurses shall advance to Step Six upon completion of two (2) years of service at Step Five. Registered Nurses shall advance to Steps Seven and higher in accordance with the provisions of III.A.~~
421. ~~In the event the Department decides to rehire a former employee from a represented class who resigned and who is returning to the same classification, the employee may be returned to the employee's former pay step.~~
422. ~~When a Per Diem Nurse (Class P103) is hired into a Civil Service position in the 2320 classification, the employee will be appointed at the appropriate step in accordance with Section III J. (Entry at Other than First Step). In no event will the employee be placed at a lower step than the step paid as a P103.~~

Step Advancement for As-Needed Nurses

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

Date Increment Due

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

Exceptions

425. ~~An employee shall not receive a salary adjustment based upon service as herein provided if s/he has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, leave for employment as an employee organization officer pursuant to CSC Rule 120.32, or industrial accident leave) for more than one-sixth (1/6) of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous~~

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increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

**ARTICLE III.J.(1) SENIORITY INCREMENTS/P103 PER DIEM NURSES**

Step Advancement for External P103 Per Diem Nurses

425a. Per Diem Nurses shall progress through the salary steps based upon the following:

<u>Step</u>	<u>Years at Step and Hours of Service</u>
<u>1</u>	<u>0 years</u>
<u>2</u>	<u>1 year at Step 1 and 1000 hours of service</u>
<u>3</u>	<u>1 year at Step 2 and 1,000 hours of service</u>
<u>4</u>	<u>1 year at Step 3 and 1,000 hours of service</u>
<u>5</u>	<u>1 year at Step 4 and 1,000 hours of service</u>
<u>6</u>	<u>2 years at Step 5 and 2,000 hours of service</u>
<u>7</u>	<u>1.5 years at Step 6 and 1,500 hours of service</u>
<u>8</u>	<u>3 years at Step 7 and 3,000 hours of service</u>
<u>9</u>	<u>5.5 years at Step 8 and 5,500 hours of service</u>
<u>10</u>	<u>5 years at Step 9 and 5,000 hours of service</u>

425b. If a Per Diem Nurse does not complete the required hours of service within the required years at a step, she/he shall advance to the next step upon completion of the hours of required service. A Per Diem nurse shall not advance to the next step until both the years of service and the hours of service are met.

426. ~~Per Diem nurses who have completed one year of service and one thousand hours of service shall advance to the next step through step 6 of the Per Diem salary range. If a per diem nurse does not complete 1000 hours of service within one year, she/he shall advance to the next step upon completion of the 1000 hours of required service.~~

427. ~~Advancement to step 7, will be after a Per Diem nurse has completed two years of service and 2000 hours of service at Step 6. If a per Diem nurse does not complete 2000 hours of service within that two year period, she/he shall advance to the Step 7 upon completion of the 2000 hours of required service.~~

428. ~~Advancement to step 8, will be after a Per Diem nurse has completed three years and 3000 hours of service at Step 7. If a per Diem nurse does not complete 3000 hours of service within that three year period, she/he shall advance to the Step 8 upon completion of the 3000 hours of required service.~~

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016  
SEIU, Local 1021  
Staff & Per Diem Nurses

429. ~~Advancement to step 9, will be after a Per Diem nurse has completed five and one half years and 5500 hours of service at Step 8. If a per Diem nurse does not complete 5500 hours of service within that five and one half year period, she/he shall advance to the Step 9 upon completion of the 5500 hours of required service.~~
430. ~~Advancement to step 10, will be after a Per Diem nurse has completed five years and 5000 hours of service at Step 9. If a per Diem nurse does not complete 5000 hours of service within that five year period, she/he shall advance to the Step 10 upon completion of the 5000 hours of required service.~~

Retiree P103 and As-Needed Nurses

431. No Change

Tentative Agreement:

FOR THE CITY

Diana Doughtie 5-17-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

[Signature] 05-17-2016  
David Canham Date  
Chief Negotiator

Approved As To Form:

Katharine Porter 5/18/16  
Katharine Porter Date  
Deputy City Attorney

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Edwin M. Lee  
Mayor

Human Resource Services  
Labor Relations Division  
(415) 759-3388  
FAX (415) 759-3365

Union Proposal Number 19

Memorandum

Date: April 12, 2016  
To: DPH Chief Nursing Officers  
DPH Nursing Directors  
DPH HR Operations Division Managers  
From: Willie Ramirez *WR*  
Labor Relations  
Re: External P103s to Permanent Civil Service Status (PCS) Class 2320

~~The Department of Public Health (DPH) is committed to hiring PCS employees and External P103s are an excellent applicant pool. When External P103s are being considered for a PCS position, their step placement should not be less than their current step or step advancement expected within 60 days from the PCS appointment date.~~

Should you have any questions, please call me at (415) 759-3008

cc: Ron Weigelt, HR  
Louise Brooks Houston, HR  
Christina Fong, HR

*- NO - must be in May!*



**TENTATIVE AGREEMENT**

City Counter to Union Proposal # 20: Appointment for P103

Date: April 25, 2016

Time: \_\_\_\_\_

**III.K.(1) SENIORITY AND SHIFT ASSIGNMENT/P103 PER DIEM NURSES**

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

**Definitions**

452. 1. *Inside Per Diem: P103 Per Diem Nurses who are also employed in another Registered Nurse classification covered by the Staff Nurse MOU (2320, 2323, 2328, 2330, 2830). This category of Per Diem has also been known as "Rule 29" Per Diem. Permanent Civil Service (PCS) Registered Nurses may apply for a P103 appointment upon successful completion of probation. Upon completion of the P103 appointment process, the employee will be appointed to P103 status and the employee may then be scheduled for work in accordance with this Article.*

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement for  
City Counter to Union Proposal # 20 –  
Appointment for P103:

FOR THE CITY

Diana Doughtie 4-25-16  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

David Canham 4-25-16  
David Canham Date  
Chief Negotiator

Approved As To Form:

Katharine Porter 5/4/16  
Katharine Porter Date  
Deputy City Attorney

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TENTATIVE AGREEMENT

City Counter to Union Proposal #22 – Life Insurance

Date: May 11, 2016

Time: \_\_\_\_\_

ARTICLE III. PAY, HOURS AND BENEFITS

III.AA. LIFE INSURANCE

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

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

Tentative Agreement:

FOR THE CITY

Diana Doughtie 5-18-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

David Canham 05-16-2016  
David Canham Date  
Chief Negotiator

Approved As To Form:

Katharine Porter 5/17/16  
Katharine Porter Date  
Deputy City Attorney

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**TENTATIVE AGREEMENT**

City Counter to Union Proposal No. # 23 Voluntary Reassignment

Date: May 26, 2016

Time: \_\_\_\_\_

**ARTICLE III.V. REQUESTS FOR VOLUNTARY REASSIGNMENTS**

*(SECTION III.V. Requests for Reassignments does not apply to P103 Per Diem Nurses)*

508. Registered Nurse vacancies in covered classifications shall be posted online in order to provide information on current vacancies for which the Department is recruiting. The posting will note whether the position is available for a full-time or part-time employee. Full-time and part-time Permanent Civil Service employees may request reassignment to any available position. Part-time employees may ~~only~~ request reassignment for ~~part-time~~ positions up to ~~0.9~~ 1.0 FTE. The postings shall be a summary of vacant positions, which will include job title, location, shift, FTE, qualifications and contact person. Vacancies within a particular unit will be posted in hard copy form in the Unit. At SFGH, a hard copy will be posted on the bulletin board outside the cafeteria.

**ARTICLE II.B CIVIL SERVICE EXAMINATIONS**

2. PROBATIONARY PERIOD

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

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement for City Counter to  
Union Proposal No. # 23 Voluntary  
Reassignment:

FOR THE CITY  
*Diana Doughtie* 5-28-2016  
Date  
Diana Doughtie  
Chief Negotiator

FOR THE UNION  
*David Canham* 05/26/16  
Date  
David Canham  
Chief Negotiator

Approved As To Form:

*Erik Rapoport* for 5/30/2016  
Date  
Katharine Porter  
Chief Labor Attorney

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**TENTATIVE AGREEMENT**

City Counter to Union Proposal # 24 - Training and Testing on the Job

Date: May 10, 2016

Time: \_\_\_\_\_

**ARTICLE IV. TRAINING AND CAREER DEVELOPMENT**

**IV.A. EDUCATIONAL OPPORTUNITIES**

2. Mandatory Class Scheduling and Testing

543. 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. 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.

Tentative Agreement:

FOR THE CITY

Diana Doughtie 5-18-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

David Canham 5-11-2016  
David Canham Date  
Chief Negotiator

Approved As To Form:

Katharine Porter 5/17/16  
Katharine Porter Date  
Deputy City Attorney

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City Counter to Union Proposal # 25 – Nursing Education Program Amended

Date: May 30, 2016

Time: \_\_\_\_\_

**ARTICLE IV. TRAINING AND CAREER DEVELOPMENT**

**IV.A. EDUCATIONAL OPPORTUNITIES**

3. Nursing Education Program

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

The Union shall designate one (1) Union representative to assist with developing and implementing the Nursing Education Program. The representative shall be granted up to twelve (12) hours of paid release time per fiscal year to prepare for the training sessions offered, which shall not exceed a total of three (3) sessions at up to four (4) hours per session, as part of the Nursing Education Program.

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# Union 26 - Tuition Reimbursement Process

## FAQ Tuition Reimbursement Program

1. What can I do to facilitate receiving my tuition reimbursement on a timely basis?

Educate yourself on the tuition reimbursement process that broadly includes submitting pre-approval request, submitting reimbursement request after incurring expense and receiving reimbursement check.

2. Why is it important to invest time to familiarize myself in the tuition reimbursement program?

Failure to fully comply with the requirements of the program can unnecessarily delay your reimbursement beyond 60 days.

3. Why does the process required so many documents and verification?

Public sector funds need to comply with audit provisions of the Controller's Office.

4. What are the most important factors in expediting the reimbursement process?

- a. Complete pre-approval documentation/process
- b. Submit detail proof of payment that includes process check (front and back) or credit card statement with employee name, date and line time expenses of the conference/lodging or airfare
- c. Provide supporting documents that justifies the expense, such as a conference brochure, invoice, receipt, or a web site screen shot
- d. Submit a comparative airfare quote for a round trip ticket from a City travel agent vendor: Clement Travel Service, Jack Young, 415-386-2535, [clementtravelservice@gmail.com](mailto:clementtravelservice@gmail.com), Orientex Travel, Francis, 415-788-1711, [orientex447@sbcglobal.net](mailto:orientex447@sbcglobal.net).
- e. At all times, use your work email address to prevent email bounced back

5. I submitted my pre-approval request form and it has been pending for 30 days. Please contact the following numbers for assistance:

Central Office: (415) 554-2581, [DPH.TuitionReimbursement.NonHosp@sfdph.org](mailto:DPH.TuitionReimbursement.NonHosp@sfdph.org)

LHH: (415) 759-3388, [DPH.TUITIONREIMBURSEMENT.LHH@sfdph.org](mailto:DPH.TUITIONREIMBURSEMENT.LHH@sfdph.org)

ZSFGH: (415) 206-5528, [DPH.TUITIONREIMBURSEMENT.SFGH@sfdph.org](mailto:DPH.TUITIONREIMBURSEMENT.SFGH@sfdph.org)

6. Where can I scan my documents?

Central Office: Human Resource Services, 1380 Howard Street and most medical clinics

LHH: Human Resource Services, Nursing Office

ZSFGH: Throughout Building 25, Human Resource Services, Nursing Office

photos ok



**TENTATIVE AGREEMENT**

City Counter to Union Proposal # 27 – Laguna Honda Hospital Orientation

Date: May 10, 2016

Time: \_\_\_\_\_

**ARTICLE IV. TRAINING AND CAREER DEVELOPMENT**

**IV.A. EDUCATIONAL OPPORTUNITIES**

5. Orientation and In-Service Education

Paragraphs 558 to 565 – No Change.

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

Tentative Agreement:

FOR THE CITY

FOR THE UNION

*Diana Doughtie* 5-18-2016  
\_\_\_\_\_  
Diana Doughtie Date  
Chief Negotiator

*David Canham* 5-11-2016  
\_\_\_\_\_  
David Canham Date  
Chief Negotiator

Approved As To Form:

*Katharine Porter* 5/17/16  
\_\_\_\_\_  
Katharine Porter Date  
Deputy City Attorney

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

City Counter to Union Proposal No. # 29 MERT

Date: May 30, 2016

Time: \_\_\_\_\_

*D.C*  
*5-30-2016*      *TA*  
*5-30-2016*

Preceptor Premium

340. Preceptorship is an organized instructional program in which designated members of the existing RN staff facilitate the integration of newly employed and reassigned clinical RNs to their role and responsibilities in the assigned work setting. Additionally, Registered Nurses assigned to the Medical Emergency Response Team (MERT) provide clinical support, assistance and education to RNs assigned to Medical-Surgical or any inpatient or outpatient diagnostic or treatment areas covered by the MERT. Preceptorship programs entail a complete process of assessment and evaluation of the newly hired staff's competency MERT Nurses provide clinical assistance and instruction to primary RN staff to assist in assessing and stabilizing patients.
341. A preceptor is an experienced and competent clinical RN, and a MERT RN is an RN trained and designated as competent in MERT practice. Both the preceptor and MERT RN who functions and serves as a role model and resource persons to the preceptee, or other staff when the MERT is called.
342. A nurse who moves into a new clinical position who requires acquisition of nursing knowledge and/or skills will be assigned a preceptor. The scope and duration of the training and preceptorship will be determined by the Nurse Manager according to the preceptee's individual needs.

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

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City Counter to Union Proposal #32 (Tuition/Educational Reimbursement Funds) and City Proposal #1

Date: May 30, 2016

Time: \_\_\_\_\_

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5-30  
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ARTICLE IV - TRAINING AND CAREER DEVELOPMENT

IV.A. Educational Opportunities Section 4-Tuition/Educational Reimbursement

4. Tuition/Educational Reimbursement

547. The City agrees to allocate ~~Two Hundred Fifty Thousand Dollars (\$250,000) in fiscal year 2014-2015~~ **Two Hundred Seventy Five Thousand Dollars (\$275,000) per fiscal year** to the Tuition Reimbursement Program for nurses covered by this Agreement. ~~The City contribution will be increased to Two Hundred Seventy Five Thousand Dollars (\$275,000) in Fiscal year 2015-2016 and thereafter.~~ Unused funds shall not be carried forward to the next fiscal year.

The maximum annual allocation for each nurse shall be:

- ~~two thousand five hundred dollars (\$2,500) per fiscal year as reimbursement for courses which are CME or BRN approved or for fees associated with nursing certification/recertification in nursing clinical specialty areas; or~~
- Three thousand dollars (\$3,000) per fiscal year as reimbursement for courses which are CME or BRN approved; for fees associated with nursing certification/recertification in nursing clinical specialty areas;** to pursue a BSN, MSN or Doctorate in Nursing or a Masters or Doctorate in another approved Health Sciences Field; **or for required course reading materials.**

548. In addition, subject to approval by the Appointing Officer, or designee, and to the extent funds are available, employees may utilize education funds available to them for that fiscal year under this article to pay for up to one-half of the cost of reasonable and necessary travel and lodging for approved training to a maximum of Five Hundred Dollars (\$500). Travel reimbursement rates shall be as specified in the Controller's Office **Accounting Policies & Procedures** ~~travel policy memo~~. However, Educational Funds may not be used for food.

549. ~~Any portion of funds from the end of the fiscal year that remain unexpended shall be rolled over to the next fiscal year.~~

550. Participation in the program shall be in accordance with applicable Department of Human Resources policy, except as provided as follows:

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<b>bold</b> = concept proposal language	



DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021

Staff & Per Diem Nurses

551. a. A nurse who has completed at least one year of continuous permanent service prior to applying and whose regular work schedule is .4 or more FTE shall be eligible to apply for tuition reimbursement; and
552. b. An employee who receives tuition reimbursement must remain in the City's employ for a minimum of two years following completion of the course, or restitution must be made either from cash payment, out of the employee's last pay warrant, or the employee's retirement earnings.
553. c. Employees must obtain a signed pre-approval form before incurring work-related expenses. A nurse may submit an online request for reimbursement either before or after the course/class for an expense incurred in the current fiscal year or prior fiscal year. Reimbursements will not be paid until the employee provides proof of payment and proof of satisfactory completion.
554. The City shall pay for all mandatory classes. This shall not be considered part of the nurses annual tuition reimbursement allowance. \*Note: This paragraph should be moved to paragraph 543.
555. Should a nurse not have access to the technology necessary for an on-line reimbursement submission process, DPH Human Resources staff will make available upon request the General Tuition Reimbursement Form required form(s) will be available through ~~DPH Human Resources staff~~, and ~~DPH Human Resources staff~~ will facilitate the reimbursement process. DPH Human Resources staff will work with SF Department of Human Resources staff to continue to review the reimbursement process to determine if it can be streamlined.
556. If the participant chooses to take a mandatory class outside the Department, he/she will bear the burden of the cost and may apply to tuition reimbursement.
557. An annual audit of tuition reimbursement fund for each fiscal year for the nurses covered by this MOU shall be submitted to the City-wide Monitoring Committee by September 1st of each fiscal year showing fund activity for the prior fiscal year, including names, dates, amounts of disbursement, and denials by the Department of Human Resources ~~due to lack of funds.~~

D.C.  
5-30-2016  
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5-30-16

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<b>bold</b> = concept proposal language	



**TENTATIVE AGREEMENT**

City Counter to Union Proposal #33 and part of City Proposal #16 – Medical-Surgical Staffing

Date: May 27, 2016

Time: \_\_\_\_\_

**ARTICLE V. WORKING CONDITIONS**

**V.A. STAFFING**

Medical-Surgical

599. 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).

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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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement for City Counter to  
Union Proposal #33 and part of City  
Proposal #16 – Medical-Surgical Staffing:

FOR THE CITY

Diana Doughtie 5-27-2016  
Date  
Diana Doughtie  
Chief Negotiator

FOR THE UNION

David Canham 06-22-2016  
Date  
David Canham  
Chief Negotiator

Approved As To Form:

Katharine Porter 5/30/2016  
Date  
Katharine Porter  
Chief Labor Attorney

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

City Proposal No. # 20 Staffing and Union Proposal # 34 - SFGH Psychiatric Amended

Date: May 30, 2016 9:30 pm

Time: \_\_\_\_\_

*Handwritten notes:*  
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5-30-16  
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**ARTICLE V. WORKING CONDITIONS**

**V.A. STAFFING**

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

Psychiatric as of July 1, 2016

610. Inpatient Psychiatry, including ~~7A, 7B, 7C and 7L~~: The Department will has adopted state mandated ratios, further adjusted by the patients' acuity. ~~In addition, the Charge Nurse will be counted as 0.5 for staffing purposes. 6.15 to 7.0 HPPD (2.75 to 3.7 patients per care provider). Effective July 1, 2009, the Monday through Friday, day shift Charge Nurse shall be counted as 0.5 for the purpose of the HPPD calculations in Units 7A, 7B and 7C.~~ Staff to patient ratios will be maintained at 1:6 in Unit 7C with adjustments made for patients requiring continuous observation. Staff to patient ratios will be maintained at 1:4 in Unit 7B on days and evenings and 1:6 at nights. 7B ratios will be adjusted further based on acuity. Between the hours of 11:00 p.m. and 7:30 a.m., minimum scheduled staffing will be three four (4) licensed staff, including two RNs, on the twenty-one and twenty-two bed inpatient units.

The City will continue to maintain a ratio of sixty percent (60%) RN staffing to forty percent (40%) LPT/LVN staffing. Notwithstanding the staffing provisions set forth above, the City can modify staffing ratios based on operational needs consistent with Title 22 regulations.

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

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

When open, the Forensics Unit 7L will maintain staffing of at least two (2) licensed staff, with a minimum of one (1) RN, on all shifts and management shall assign relief staff to cover breaks and lunch relief on each shift, maintaining a minimum of two (2) staff at all times.

~~Effective January 1, 2008, there will be~~ The Department will make its best efforts to maintain one (1) Certified Nursing Assistant position to float in Units 7A, 7B, 7C, 7L and PES on all the evening and night shifts. ~~Effective January 1, 2009, there will be~~

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

one (1) additional Certified Nursing Assistant position to float in Units 7A, 7B, 7C, 7L and PES on the day shift. ~~Effective July 1, 2009, the Charge Nurse in Units 7A, 7B and 7C shall be counted as 0.5 for the purpose of the HPPD calculations.~~

611. Actual HPPDs and Nurse/staff to patient staffing ratios will be recorded on a daily basis and reviewed bi-weekly each week to establish actual HPPDs and nurse to patient ratios for that week. This information will be given to the Monitoring Committee by the RN Staffing Evaluator.

612. ~~The HPPD will be revised, if necessary, based upon clinical experience.~~

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

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

614. The staffing standard shall be: Day and Evening shifts: Seven (7) Eight (8) licensed staff members, of which five (5) six (6) will be RNs and excludes break relief RNs. Five (5) RN's, one Psychiatric Social Worker and two (2) LPT's. Night Shift: Six (6) licensed staff members, of which four (4) will be RNs and excludes break relief RNs. Four (4) RN's and two (2) LPT's. One additional RN FTE, assigned to Acute Psychiatry, will be available to float as needed.

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

~~Effective January 1, 2008, the Charge Nurse will not be counted for staffing purposes. Charge Nurses will not be given patient assignments except in unpredictable or unavoidable circumstances.~~

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

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

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

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

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City and County of San Francisco

Laguna Honda Hospital & Rehabilitation Center  
Nursing Administration  
375 Laguna Honda Blvd.  
San Francisco, CA 94116

6-6-16

**Letter of Commitment  
In Response to Union Proposals #36, 47 and 52**

During negotiations for a successor MOU, the Union and management discussed a wide range of issues identified by the Union. This letter reflects the discussions and commitments made during those discussions.

DPH, Laguna Honda (LHH) is committed to adequate and safe staffing to promote good patient outcomes. Accordingly, Laguna Honda will:

**MDS (Union Proposal #36)**

Laguna Honda has been studying the workflow and has determined that there is operational support for an additional RN position, which DPH will submit via the next budgetary cycle for the 2016-2017 fiscal year (FY). LHH will submit the proposal for an additional RN position not later than June 30, 2016. In the meantime, DPH is exploring the use of P103 staff.

In the event that an additional RN position is not approved for the FY 16-17 budget, 2 Float RNs will be cross-trained to perform functions of an MDS Coordinator to provide staffing coverage.

**Float (Union Proposal #47)**

Laguna Honda presently has 10 vacant RN positions that are in the hiring process, and expects to fill these positions in approximately June 2016. Additionally, Laguna Honda is planning to increase the number of external P103 staff.

*10 CRNs + 10 RNs by June 30, 2016  
12 P103 - Room 3 - approved.*

Further, Laguna Honda is undergoing a bidding process for LVNs and PCAs, to augment the float pool for these two classifications. In addition, 6 LVN (full time and part time positions) and 10 As Needed LVN positions are in the process for hire.

**CN Role in Medical Clinic (Union Proposal #52)**

The Medical Clinic that operates Monday-Friday is experiencing an increase in activity. The Nursing Department in partnership with the Medical Director of the clinic will conduct a 6-month evaluation, expected to conclude in approximately December 2016, to determine if a CN reliever assignment is justifiable. The Medical Clinic has a skill-mix that includes RNs, LVNs and MEAs. Accordingly, if an RN is not present, a LVN can function as a team leader and be eligible for the Charge LVN premium.

LHH agrees to cross-train 2 RNs to perform the functions of a Clinic Charge RN to provide for back-up Charge Nurse coverage.

LHH agrees to keep the Union informed on the progress of these initiatives through the regular meetings of the Joint Labor-Management Committee.

Sincerely,

\_\_\_\_\_  
Madonna Valencia  
Chief Nursing Officer

Date

\_\_\_\_\_  
Edward Guina  
Nursing Director

Date





DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

City Proposal No. # 13 SFGH Study Process Improvement and City Response to Union Proposal #38

Date: May 30, 2016

Time: \_\_\_\_\_

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ARTICLE V. WORKING CONDITIONS

V.H. NEW HOSPITAL REOPENER

760. ~~The City shall notify the Union no later than September 1, 2015 of the opportunity to meet and confer over the impact of any changes in operation or services due to the opening of the new facilities at San Francisco General Hospital.~~ The Department and the Union agree to continue to meet and confer over the impacts of the move to Building 25 as may be necessary for the first six (6) months after June 1, 2016. The Union shall submit the request in writing and shall identify any issues that are within scope.
761. The Union shall be allowed to designate one attendee from the ranks of direct care providers in covered classifications from ~~each of the following units listed below~~ work units that are undergoing Department initiated continuous improvement activities, including the Interval Sampling Study. The Union will designate attendees to participate in the Department's process improvement programs to help plan and develop work processes. in the new hospital:
- ~~Inpatient: OB/GYN, Peds~~
  - ~~OR/Procedural Services~~
  - ~~Emergency Department~~
762. If SFGH creates additional process improvement or other planning committees to help plan and develop work process in the new hospital ~~prior to the move to the new hospital,~~ the Union will be allowed to designate one (1) attendee from the Union.
763. The current patient classification system will be re-validated through a new "Time and Motion" study to establish compliance with Title 22 patient classification system and staffing ratio requirements.

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

City Counter to Union No. # 39 - Break Relief

Date: May 29, 2016 Revised

Time: \_\_\_\_\_

Article III B. Work Schedule or in appropriate place

Add new:

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

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## **SEIU Local 1021 RNs & CCSF Negotiations 2016**


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**Date:** May 26, 2016

**To:** David Canham, SF Field Director, SEIU 1021

**From:** Gillian Otway, Nursing Director, Administration and Maternal Child Services

**Re:** Response to SEIU Union Proposal #45 Vascular Access Service

 San Francisco General Hospital (SFGH) agrees to extend Vascular Access Service to provide weekend coverage. The exact hours of service each day will be determined based on an analysis of volume of requests. The Department will meet and confer with the Union over changes to employee schedules.

---



Edwin M. Lee  
Mayor

Ron Weigelt,  
Director of Human Resources

May 13, 2016

To: David Canham, SF Field Director, SEIU 1021  
FROM: Ron Weigelt, Director of Human Resources, DPH *RW*  
RE: **Union Proposal 46, Joint RN/DPH Diversity Committee**

Thank you for a very thoughtful and complete proposal on the establishment of a Diversity Committee. At our presentation on April 5, 2016, we shared several documents with the Union, including the presentation to the Health Commission on March 1, 2016, and a document to the Black African American Think Tank dated July 17, 2015. These documents reflect the recent work of the Department, the Black African Think Tank and the Workforce Development Committee towards many of the goals identified in SEIU's diversity proposal.

Rather than establish a new joint committee, we propose that SEIU designate two RN's to represent the Union on the existing Department of Public Health Workforce Development Committee ("Committee"). The RN Unit representatives will receive release time from work to attend Committee meetings. In the event a meeting is not held during an employee's scheduled shift, the employee will be assigned by the Department to attend the meeting and compensated accordingly. The Committee already uses many of the management strategies described in your proposal, and we are open to additional ideas and approaches. The Department believes that a key to the success of our Committee will be contributions from many individuals from different classifications and backgrounds.

In addition to designating RN representatives to the Committee, the Union may submit written recommendations for the Committee's consideration.

Finally, along with this proposal, I am attaching the Department's February 1<sup>st</sup> memo regarding "Fair and Equal Hiring Process" that identifies guidelines for making hiring decisions. This is another example of the Committee's work. We look forward to your cooperation and participation in the existing Committee process.



TENTATIVE AGREEMENT

City Counter to Union Proposal No. # 50 - Charge Nurse Training

Date: May 10, 2016

Time: \_\_\_\_\_

ARTICLE III.D. ADDITIONAL COMPENSATION

Charge Nurse and Acting Assignment Pay

1. Charge Nurse Pay
333. 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 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. Employees who are newly appointed to be a Charge Nurse (primary assignment) or designated Charge Nurse Reliever shall be given a minimum of four (4) hours of initial training covering responsibilities of the role, including legal and ethical duties. The Department also agrees to provide a minimum of two (2) hours of annual refresher training for all Charge Nurses.
334. 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.
335. 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.
336. Any registered nurse assigned to do work as a Charge Nurse for four (4) hours or more in a day shall be paid a premium of 7.5% of his/her base hourly rate above the base hourly rate of pay for such hours actually assigned.

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**DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS**

**CCSF NEGOTIATIONS 2016**

**SEIU, Local 1021  
Staff & Per Diem Nurses**

Tentative Agreement for City Counter to  
Union Proposal # 50 – Charge Nurse  
Training:

FOR THE CITY

*Diana Doughtie* 5-18-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

*David Canham* 5-11-2016  
David Canham Date  
Chief Negotiator

Approved As To Form:

*Katharine Porter* 5/17/16  
Katharine Porter Date  
Deputy City Attorney

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

City Proposal No. # 15 Standards of Care/SFGH/HPPD and Response to Union Proposals #38 and #54

Date: May 29, 2016 (Previously given on 5/27/16)

Time: \_\_\_\_\_

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ARTICLE V. WORKING CONDITIONS

V.A. STAFFING

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

Standards of Care

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

a. S.F. General Hospital

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

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

~~Until such time as the new hospital is operational the following staffing system will remain in place. In the fall of 2015, the parties will begin meeting at SFGH to establish revised staffing targets for operations transferring to the new facility.~~

~~This Article V.A.a. outlines the average number of licensed health care provider hours per patient per day (HPPD) necessary in the various clinical units to maintain needed nurse to patient care levels.~~

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

592. ~~As of July 1, 2014, both parties acknowledge that within the Med-Surg division at SFGH, the percentage of RNs in the HPPD count is one hundred (100) percent.~~

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016  
SEIU, Local 1021  
Staff & Per Diem Nurses

- 593. ~~Actual HPPDs and~~ Registered Nurse to patient ratios, as well as ancillary staffing, will be recorded on a daily basis and reviewed bi-weekly each week to establish actual HPPDs and nurse to patient ratios for that pay period. This information will be given to the monitoring committee.
- 594. Admitted patients with unassigned beds held in the Emergency Department or PACU will be counted in the hospital inpatient census. As such, their acuity will be determined and staffing requirements computed. Data concerning the patient's acuity will be reported to the quarterly PCS committee meeting.
- 595. ~~Section III.L. lists the specific HPPDs by unit. The HPPDs for various nursing units of the hospital are as follows:~~

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City Proposal No. #16 and Union Proposal #54 - Staffing Medical - Surgical

Date: May 30, 2016

Time: \_\_\_\_\_

**ARTICLE V. WORKING CONDITIONS**

**V.A. STAFFING**

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

596. Medical-Surgical  
Medical-Surgical: — 6.0 to 7.0 HPPD (3.6 to 3.7 patients per care provider) Charge Nurses will not be counted in the HPPD calculations in Units 4A, 4D, 5A, 5C, 5D and 6A. 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 unpredictable or unavoidable circumstances.

In addition, the Registered Nurse assigned to the care of a chemotherapy patient shall not have a patient assignment exceeding two (2) additional patients when the acuity level of the chemotherapy patient is classified as a 3 or 4. 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.

Notwithstanding the staffing provisions set forth in this paragraph 596, the City can modify staffing ratios based on operational needs consistent with Title 22 regulations.

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

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

<u>Floor</u>	<u>Zones</u>
<u>4th</u>	<u>2, 4</u>
<u>5th</u>	<u>2, 4, 6, 8</u>
<u>6th</u>	<u>2, 4, 6, 8</u>
<u>7th</u>	<u>6, 8</u>

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

597. ~~Effective January 1, 2008, there will be one (1)~~ six (6) Certified Nursing Assistant positions to assist and support patient care activities in Medical-Surgical Zones ~~Units 4B, 4D, 5A, 5C, 5D and 6A~~ on all shifts. ~~Additionally, effective January 1, 2008, there will be one (1)~~ six (6) Unit Clerk positions in Medical-Surgical Zones ~~Units 4B, 4D, 5A, 5C, 5D and 6A~~ on the day and evening shifts. ~~Effective January 1, 2009, there will be an additional one-half (0.5)~~ three (3) Certified Nursing Assistant positions to assist and support patient care activities in ~~Units 4B, 4D, 5A, 5C, 5D and 6A~~ Medical-Surgical Zones on all shifts.
598. ~~Unit 4B: Stepdown and 4D TCR: 10.0 HPPD (2.5 to 2.6 patients per care provider). Charge Nurses will not be counted in the HPPD calculations in Unit 4B.~~

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City Proposal No. #17 and Union Proposal #54 - Staffing SFGH Critical Care

Date: May 30, 2016

Time: \_\_\_\_\_

**ARTICLE V. WORKING CONDITIONS**

**V.A. STAFFING**

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

Critical Care

600. ~~Critical Care: 21.0 HPPD (1.14 to 1.33 patients per care provider)~~ The RN to patient ratios are 1:1 or 1:2 based on the acuity of the patient. SFGH will increase RN staff to maintain the RN to patient ratios above if census requires that additional beds be opened in Critical Care Zones. Charge Nurses will not be given patient assignments except in unpredictable or unavoidable circumstances.

Notwithstanding the staffing provisions set forth in this paragraph 600, the City can modify staffing ratios based on operational needs consistent with Title 22 regulations.

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

Effective January 1, 2008, ~~There will be one (1)~~ two (2) Certified Nursing Assistant positions to assist and support patient care activities in Critical Care zones Units 4E and 5E/R on all shifts. Additionally, effective January 1, 2008, there will be one (1) two (2) Unit Clerk positions in Units 4E and 5E/R for Critical Care Zones 32/38, Zones 34/36 and 46/48 (if open) on the day and evening shifts. There will be one (1) Unit Clerk position on the night shift for Critical Care Zones. ~~The Charge Nurse is not counted in the HPPD calculations in Units 4E and 5E/R.~~

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

City Proposal No. # 18 and Union Proposal #54 - Staffing SFGH PACU

Date: May 30, 2016

Time: \_\_\_\_\_

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**ARTICLE V. WORKING CONDITIONS**

**V.A. STAFFING**

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

**Post Anesthesia Care Unit (PACU)**

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

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

**Effective July 1, 2016, Monday through Friday from 7A to 10P, the base staffing levels will be increased from eight (8) to nine (9) RNs, including the Charge Nurse and excluding break relief RNs. The Department and Union will meet and confer to modify the above schedule to incorporate the increase.**

**Notwithstanding the staffing provisions set forth in this paragraph 601, the City can modify base staffing based on operational needs consistent with Title 22 regulations.**

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

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

602. ~~Effective January 1, 2008, there will be one (1) Unit Clerk position on the night shift to float between PACU and Critical Care Units.~~

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021

Staff & Per Diem Nurses

City Proposal No. # 19 and Union Proposal #54 - Staffing SFGH Maternal Child Health

Date: May 30, 2016

Time: \_\_\_\_\_

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ARTICLE V. WORKING CONDITIONS

V.A. STAFFING

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

Perinatal Maternal Child Health

603. ~~Notwithstanding the staffing provisions set forth in paragraphs 604 and 605 below, the City can modify staffing ratios and base staffing based on operational needs consistent with Title 22 regulations.~~

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

Pediatric: 7.0 HPPD (3.44 patients per care) RN to patient ratio is 1:4 and is adjusted by acuity.

604. ~~Infant Care Center (Well Baby, Observation, SICN): 7.0 to 24.0 HPPD (4.0 to 1.0 patients per care provider) The Charge Nurse shall not be counted in the HPPD calculations in the Neo-natal Intensive Care Unit (Unit 6H). Charge Nurses will not be given patient assignments except in unpredictable or unavoidable circumstances.~~

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

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

605. Birth Center - The Birth Center has a ~~fixed~~ (base) standard of a minimum of nine (9) RNs per shift (inclusive of Charge Nurse and Triage Nurse and exclusive of break relief RNs), six (6) RN's per shift; postpartum care offers 6.2 HPPD (3.8 3.9 patient-nurse ratio).

Baseline shift staffing for the Birthing Center (6C) will be:

- 8 RN's Day Shift 7A-3:30P
- 8 RN's Evening Shift 3:00P-11:30P
- 8 RN's Night Shift 11P-7:30A

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021

Staff & Per Diem Nurses

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

Floating

607. The Perinatal Division is comprised of the ~~6C~~-Birth Center (2nd Floor Zones 2 and 4) and the ~~6H~~-Infant Care Center (2nd Floor Zones 4 and 5). A ~~6C~~-Birth Center nurse who is floated outside the Perinatal Division will be given full nursing responsibility for patients on the Gynecological (GYN) service only. In the absence of an available GYN assignment on the receiving unit, the ~~6C~~-Birth Center nurse will not be expected to take an assignment for categories of patients for whom s/he does not have documented competencies. In the absence of a GYN assignment, the ~~6C~~-Birth Center nurse will assist the unit to which s/he is floated by performing care tasks such as vital signs, point of care testing, hygiene, ambulation, routine postoperative care, and answering lights. In addition, the ~~6C~~-Birth Center nurse may volunteer to take a patient assignment other than GYN if s/he determines that s/he has the documented competencies and skills to do so.

608. The nursing supervisor arranging the float will inform the charge nurse of the receiving unit of the above parameters of the floated nurse's assignment. Unless the ~~6C~~-Birth Center nurse is receiving a GYN assignment of four (4) patients on the receiving unit, s/he will be counted as less than one nurse in the staffing of the receiving unit.

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

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**City and County of San Francisco**



**Edwin M. Lee  
Mayor**

**Department of Public Health**

**Greg Wagner,  
Chief Financial Officer**

May 30, 2016

David Canham, SF Regional Field Director  
SEIU Local 1021  
350 Rhode Island, Suite 100  
San Francisco, CA 94103

Re: Critical Care Staffing Commitment

Dear Mr. Canham:

This is to confirm the commitment of the Department of Public Health in providing adequate RN staffing at San Francisco General Hospital (SFGH). For fiscal year 2016-2017 only, DPH's staffing model for the Critical Care Zones at SFGH will be based on 24 beds with a 1:1 RN to patient ratio, and 8 beds at 1:2 RN to patient ratio.

Sincerely,

Greg Wagner  
Chief Financial Officer  
San Francisco Department of Public Health

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TENTATIVE AGREEMENT

City Proposal No. # 21 and Counter to Union Proposal #55 - Staffing SFGH ED

Date: May 30, 2016

Time: \_\_\_\_\_

DC  
5-30-2016

TA  
5-30  
2016

ARTICLE V. WORKING CONDITIONS

V.A. STAFFING

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

SFGH Emergency Department (ED)

- 618. ~~The Department and the Union recognize that SFGH serves as the major Trauma Center for the City and County of San Francisco. The Department and the Union agree that adequate nursing care and adequate physical working space are essential to patient safety and comfort in the Emergency Department.~~
- 619. ~~In order to ensure quality nursing care and a safe environment for patients and staff in the Emergency Department, the following nurse staffing guidelines will be observed: Staffing will be in accordance with the budgeted Emergency Department Staffing Model set forth in paragraph 623 below, with the recognition that specific start times and assignments within the grid will vary according to Department needs.~~
- 620. ~~Staffing will be in accordance with the attached budgeted Emergency Department Staffing Template, with the recognition that specific assignments within the grid will vary according to Department needs. Changes in the staffing model will be subject to discussion in Monitoring Committee, prior to implementation.~~
- 621. ED staffing and patient load documentation will be presented and reviewed by the SFGH Monitoring Committee. The Department and Union will meet to discuss data collection for the purpose of monitoring compliance with Title 22 RN to patient ratio staffing requirements.
- 622. The Department and the Union recognize that SFGH serves as the major Trauma Center for the City and County of San Francisco. Due to the unpredictable nature of traumatic events, sudden increased demand may be placed upon the Emergency Department. When it is necessary to receive and treat the victims of either a multi casualty incident or of simultaneous individual traumatic events, the above guidelines may be temporarily relaxed. As of May 1, 2016, Title 22 California Code of Regulations, Division 5, Chapter 1, Article 3, Section 70217(s) states: For Emergency Departments only, if an unforeseeable increase in the number or acuity of patients in the emergency department occurs such that the patient activity in number or acuity exceeds the

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historically established trends for the emergency department and the emergency department reaches saturation, the hospital must demonstrate that prompt efforts were made to maintain required staffing levels. "Saturation" is defined for this purpose as an unforeseeable influx of patients who require immediate medical intervention and care and who, in their numbers or intensity of need for care, could not reasonably have been predicted by the hospital.

623.

*Community Health Network of San Francisco  
San Francisco General Hospital  
Guidelines for Emergency Department  
RN Staffing Distribution Model*

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

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

*DL  
5-30-2016*

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

<u>RN</u>	<u>7A</u>	<u>3P</u>	<u>11P</u>
Charge	1	1	1
Med Screening	2	2	2
Zone 1	8	8	8
Zone 2	1	1	1
Zone 3	2	2	2
Zone 2-3 Acuity	1	1	1
Zone 4	2/3	2/3	2/3
Total			
# of staff by shift start time	18	18	18

J.C.  
5-30-2016 JA 5-30  
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**DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS**

**CCSF NEGOTIATIONS 2016**

**SEIU, Local 1021  
Staff & Per Diem Nurses**

**Community Health Network of San Francisco  
San Francisco General Hospital  
Guidelines for Emergency Department  
Ancillary Staffing Distribution Model**

<u>7A</u>	<u>3P</u>	<u>11P</u>	<u>ED Tech</u>
1	1	1	Main Desk
1 Tech 1 UC	1 Tech 1 UC	1 Tech 1 UC	<del>Zone 1</del>
1 Tech	1 Tech	1 Tech	<del>Zone 2</del>
0	1 Tech	1 Tech	<del>Zone 3</del>
1	1	1	<del>Zone 2-3</del> UC
1 Tech 1 UC	1 Tech 1 UC	0	<del>Zone 4</del>
7	8	6	Total
7	8	6	# of staff by shift start time

D.C  
5-30-2016  
TA 5-30-16  
DD

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**TENTATIVE AGREEMENT**

City Counter to Union Proposal #56 - Uniforms

Date: May 27, 2016

Time: \_\_\_\_\_

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

The City proposes to add a new paragraph in the appropriate section of the MOU:

**SFGH Scrubs**

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

Tentative Agreement:

FOR THE CITY

Diana Doughtie 5-27-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

David Canham 05.27.2016  
David Canham Date  
Chief Negotiator

Approved As To Form:

Katharine Porter 5/30/2016  
Katharine Porter Date  
Chief Labor Attorney

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**TENTATIVE AGREEMENT**

City Proposal No. # 1 Clean Up

Date: April 21, 2016

Time: \_\_\_\_\_

**ARTICLE II.B CIVIL SERVICE EXAMINATIONS**

1. CIVIL SERVICE EXAMS FOR STAFF NURSES

- 149. Under special authority from the Civil Service Commission and subject to its approval, the City shall conduct civil service examinations and establish lists of eligibles for all Registered Nurse classifications in a timely manner. The City will make every reasonable effort to assure that employees in Registered Nurse classifications are certified permanent within ninety (90) days of the first day of employment.
- 150. In order to reduce the number of provisional employees in all Staff Nurse classifications, the Union agrees, pursuant to CSC Rule 113 that the City may adopt the most expansive certification rule allowed under the Civil Service Commission rules. This agreement ~~shall be effective July 1, 2014 and shall be subject to renewal or cancellation by the Union~~ on July 1 or January 1, with every six (6) months notice to the City thereafter. Prior to canceling this program, the Union shall notify and meet with the City in an effort to resolve any concerns about the program. This section covers matters within the jurisdiction of the Civil Service Commission, as set forth in Charter Section 10.100 et seq., and is not subject to any grievance arbitration or impasse resolution procedures.
- 151. Upon written request from the Union, the City shall provide the Union with a report of the utilization of Rule of the List certification for all Staff Nurse classifications, for review at Citywide labor- management meetings to determine renewal or cancellation.

**ARTICLE II.D. REIMBURSEMENT OF WORK RELATED EXPENSES**

Paperless Pay

- 198. ~~Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide Paperless Pay Policy. This policy will apply~~ **The Citywide Paperless Pay Policy** applies to all City employees covered under this Agreement, regardless of start date.

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199. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access shall be able to receive hard copies of their pay advices through their payroll offices upon request. ~~Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available.~~
200. Under the policy, all employees ~~(regardless of start date)~~ will have two options for receiving pay: direct deposit or bank cards.
201. ~~Prior to implementing this policy, the City will give all employee organizations a minimum of 30 days' advance notice.~~
202. ~~The Union hereby waives any further right to meet and confer over the Citywide Paperless Pay Policy or its implementation, including meet and confer over the effects.~~
203. ~~After implementation of the Citywide Paperless Pay Policy, and in the event there are concerns regarding the implementation, the Union may request meetings to address these concerns. The City will schedule a meeting with the appropriate personnel present in order to facilitate resolution.~~

### ARTICLE III. PAY, HOURS AND BENEFITS

#### III.D. ADDITIONAL COMPENSATION

##### Weekends Off For Nurses

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

323. Employees in Classes 2320 Registered Nurse, 2323 Clinical Nurse Specialist, 2330 Anesthetist, 2340 Operating Room Nurse, and 2830 Public Health Nurse shall receive a minimum of two weekends off each month. If any such employee is required to work three (3) consecutive weekends, s/he shall receive time and one-half on the third and succeeding consecutive weekends. Individual nurses have the option to waive this provision with two (2) weeks' notice for a specified period of time with the approval of the appointing officer or appropriate designated representative. Notwithstanding the provisions of this ~~ordinance~~agreement, in order to guarantee two (2) weekends off each calendar month, there shall be no restrictions on split days off.
324. Notwithstanding any other provisions of this ~~ordinance~~agreement, employees in these classifications shall not work more than six (6) consecutive days if days off are split or eight (8) consecutive days if days off are not split. This provision may be waived upon the written request of the employee with the approval of the appointing officer or the designated representative.

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**ARTICLE III.D. ADDITIONAL COMPENSATION**

Class 2323 Clinical Nurse Specialist Pager Premium  
344. ~~Effective July 1, 2006, nurses~~ Nurses in class 2323 Clinical Nurse Specialist shall receive a 5% premium above their basic hourly pay for all hours worked, if the Department of Public Health requires them, in writing, to carry and respond to a pager while off duty, after normal working hours. Nurses shall only be eligible for this premium during the period of the pager assignment.

**ARTICLE III.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

Paragraphs 377 through 378 – No Change.

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

Paragraph 380 – No Change.

**ARTICLE III.K. SENIORITY AND SHIFT ASSIGNMENT/STAFF NURSES**

Paragraphs 432 through 441 – No Change.

(S.F. General Hospital Inpatient Nursing Department Only)  
442. Before implementing new twelve (12) hour shift staffing patterns on units where regular eight (8) hours are in effect as of July 1, 2014 2016, SFGH and the Union will follow the following procedures:

Paragraphs 443 through 450 – No Change.

**ARTICLE III.K.(1) SENIORITY AND SHIFT ASSIGNMENT/P103 PER DIEM NURSES**

Paragraphs 451 through 463 – No Change.

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

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465. 2. *Selected areas at SFGH have high census fluctuations, and frequent cancellations (e.g., Critical Care, NICU, Family Birth Center and ED)(e.g., 4E, 5E/R, 6H, Birthing Center). In these areas, cancellations will be done on a rotational basis in inverse order of seniority. Records of cancellations will be kept for review by the Monitoring Committee.*

ARTICLE III.L. HEALTH INSURANCE

1. HEALTH INSURANCE

For the period of July 1, 2014 through December 31, 2014:

Dependent Health Coverage/Staff Nurses

468. ~~The cost of health insurance plan dependent coverage for nurses shall be paid for by the City and the Cost of employee only coverage shall be borne by the nurse.~~

Effective January 1, 2015

Employee Only/"Medically Single"

469. ~~Effective January 1, 2015, for~~ **For** "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City's premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution", one hundred percent (100%) of the premium.

470. ~~Effective January 1, 2015, for~~ **For** "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan.

Dependent Coverage

471. ~~Effective January 1, 2015, the~~ **The** City's contributions for dependent coverage shall be as follows:

*Employee Plus One:*

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- For employees with one dependent who elect to enroll in the lowest cost medical plan, the City shall contribute ninety-five percent (95%) of the total employee plus one premium.
- For employees with one dependent who elect to enroll in the second highest cost medical plan, the City shall contribute ninety percent (90%) of the total employee plus one premium.
- For employees with one dependent who elect to enroll in the highest cost medical plan, the City shall contribute fifty percent (50%) of the dependent coverage portion of the premium, plus the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2).

*Employee Plus Two or More:*

- For employees with two or more dependents who elect to enroll in the lowest cost medical plan, the City shall contribute ninety-five Percent (95%) of the total employee plus two premium.
- For employees with two or more dependents who elect to enroll in the second highest cost medical plan, the City shall contribute ninety percent (90%) of the total employee plus two premium.
- For employees with two or more dependents who elect to enroll in the highest cost medical plan, the City shall contribute fifty percent (50%) of the dependent coverage portion of the premium, plus the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2).

2. HEALTH INSURANCE /P103 PER DIEM NURSES

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

**ARTICLE III.P. RETIREMENT CONTRIBUTION**

476. ~~The City shall pay 2.5% of the employee's mandatory contribution to SFERS. The parties agree that this provision does not alter or in any way affect the operation of Proposition C (November 2010). For employees who became members of SFERS prior to November 2,~~

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~~1976 (Charter Section A8.509 Miscellaneous Plan), the City shall also pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.~~

477. ~~Effective October 11, 2014 or as soon as possible thereafter, the wage scale will be increased by 1.90% and employees will pay the full employee's mandatory contribution to SFERS and the City will no longer pay the 2.5% of the EPMC of SFERS.~~

*For informational purposes only*

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

**ARTICLE IV.B. TRAINING CLASSES FOR P103 PER DIEM NURSES**

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

**ARTICLE V.D. HEALTH AND SAFETY**

Paragraphs 690 through 744 – No Change.

Joint Labor-Management Occupational Safety and Health Committee

745. ~~There is hereby created a Joint Labor-Management Occupational Safety and Health Committee consisting of ten (10) persons appointed by the Unions representing City employees and ten (10) persons appointed by the Mayor. Appointees of the Union shall serve on released time subject to departmental approval which shall not be unreasonably denied.~~

~~**ARTICLE V.E. HEALTH AT HOME COMPUTER COMMITTEE**~~

- ~~756. Any committee at Health at Home which makes decisions regarding clinical documentation on laptop computers, procurement of new laptops and equipment, and computer related policies will include at least one "field" Registered Nurse. Participation in a committee meeting will be equivalent to one Health at Home visit.~~

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**APPENDIX B**

During negotiations for a successor Agreement, the parties discussed changes to III.K. SENIORITY AND SHIFT ASSIGNMENT/STAFF NURSES for 12 Hour Units. SFGH agrees to continue to “grandfather” existing employees as follows:

The employees listed below will work seven (7) twelve-hour shifts per pay-period or eighty-four (84) hours total. The employees will be paid for eighty (80) hours and provided (at the employee’s choice) four (4) hours of pay at time-and-one-half per pay period or four (4) hours of compensatory time off at time-and-one-half per pay period.

	<b>Emp#</b>	<b>Last Name</b>	<b>First Name</b>	<b>Class</b>	<b>Unit</b>
1	158323	Aldaz	Jessica	2328	ER
2	024751	Andes	Evelyn	2320	5C
3	037195	Billote	Sophia	2320	PACU
4	<del>036986</del>	<del>Cabrera</del>	<del>Josephine</del>	<del>2320</del>	<del>4B</del>
<del>5</del> 4	025250	Cosmiano	Teresita	2320	6H
<del>6</del> 5	016350	Cruz	Daisy	2320	4B
<del>7</del> 6	037607	Devera	May	2320	5C
<del>8</del> 7	040371	Esmero	Mary	2320	6H
<del>9</del> 8	014848	Fernandez	Liza	2320	6H
<del>10</del> 9	032049	Fortaleza	Grace	2320	PACU
<del>11</del>	<del>019623</del>	<del>Gaabucayan</del>	<del>Cynthia</del>	<del>2320</del>	<del>4B</del>
<del>12</del> 10	023012	Isidro	Miriam	2320	5C
<del>13</del> 11	032893	Mangacat	Myrna	2320	5D
14	<del>022606</del>	<del>Marania</del>	<del>Esther</del>	<del>2320</del>	<del>5C</del>
<del>15</del> 12	040269	Nguyen	Huong	2320	6H
<del>16</del> 13	048985	Nolasco	Anna	2320	5D
<del>17</del> 14	029761	Orbino	Marissa	2320	4B
<del>18</del> 15	029893	Poblete	Teresita	2320	5E/R
<del>19</del> 16	017994	Pongol	Cleotilde	2320	PACU
<del>20</del> 17	015530	Puentes	Zenaida	2320	6H
<del>21</del> 18	024827	Ramos	Jocelyn	2320	6H
<del>22</del> 19	020527	Reyes	Gliceria	2320	4B
<del>23</del> 20	035162	Sarzaba	Merceditas	2320	6H
<del>24</del> 21	023980	Thiebaud	Lorraine	2320	PACU
25	<del>034996</del>	<del>Thompson</del>	<del>Ofelia</del>	<del>2320</del>	<del>5E/R</del>
<del>26</del> 22	156730	Westheimer	Gabriel	2328	ER
<del>27</del> 23	016286	Jagers	Annette	2320	5A

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**Side Letter of Agreement**  
**SFGH Labor Monitoring Committee**

The parties agree to the following changes to the SFGH Committee structure and meeting process.

1. Topics for the SFGH Divisional committee include but are not limited to the following: ratios (inclusive of breaks, meal and time-off requests); ADOs and written responses from Administration to the ADOs; new initiatives that relate to quality of care; updates on the new building; pay check issues; budget updates; health and safety; training; scheduling; tuition reimbursement concerns and other SFGH labor relations matters that may arise. Grievances and disciplinary actions will not be discussed. The Committee will not engage in collective bargaining.
2. The Union members of the Committee will have the necessary release time for the meetings built into each employee's schedule. Both parties recognize that on rare occasions clinical and operational circumstances may override the release of one or all union members for that particular meeting.
3. The Union and SFGH will each appoint a Co-Chair who will work together to prepare an agenda for each meeting.
4. Agendas will be established in advance and provided to the members of the Labor Monitoring Committee at least five days prior to the scheduled meeting. Co-Chairs will jointly determine when items submitted after that timeframe will be on the agenda.
5. SFGH is responsible for the minutes and to email draft minutes to the Union Co-Chair within 72 hours after the meeting. Requested revisions to the minutes will be sent to the Co-Chairs by email so the minutes may be approved at the next meeting. Copies of the minutes will be forwarded to the CNO, CEO, and the DPH Director.
- ~~6. DPH agrees to provide funding for an outside facilitator (agreed upon by the parties) for FY 2014-15 and 15-16, subject also to an agreed upon cost. The facilitator will provide joint training; suggest ground rules; coordinate information requests and timeframes for responses; review the process and make recommendations to improve the effectiveness of the LMC process and help the parties to transform the Labor Monitoring Committee into a working collaborative process.~~
7. If the Committee wants a specific subject matter expert to be present to discuss a specific issue, SFGH will invite that individual to attend.
8. SFGH will add 30 minutes of preparation time for each committee meeting.

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement:

FOR THE CITY

*Diana Doughtie* 4-21-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

*David Canham* 4-21-2016  
David Canham Date  
Chief Negotiator

Approved As To Form:

*Katharine Porter* 4/20/16  
Katharine Porter Date  
Deputy City Attorney

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TENTATIVE AGREEMENT

#2 City Proposal No. # 2 Discipline for External P103's (Modified)

Date: April 21, 2016

Time: \_\_\_\_\_

ARTICLE I. REPRESENTATION

Disciplinary Action Appeal Procedure For P103 Per Diem Nurses

Paragraphs 120-131 No Change.

- 132. *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 majority recommendation of an adjustment Board recommendation of an arbitrator** as follows:*
- 133. *~~The Adjustment Board shall consist of three (3) members, one selected by the Union, one selected by Management, and one mutually~~ **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 LL, as a standing arbitrator.***
- 134. *The ~~Adjustment Board~~ **Arbitration** process shall be informal with no transcripts. The recommendation will be issued as a "Bench Decision".*
- 135. *The costs of the ~~standing~~ arbitrator shall be equally shared by the parties.*
- 136. *~~The standing arbitrator shall be mutually selected within thirty (30) days of ratification of this agreement by exchange of names until one is found agreeable to both parties.~~*
- 137. *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 ~~may be waived~~.*
- 138. *An employee who refuses a conference waives his/her rights to review. The employee shall be so advised.*

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

139. *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.*

Tentative Agreement:

FOR THE CITY

*Diana Doughtie* 4-21-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

*[Signature]* 4.21.2016  
David Canham Date  
Chief Negotiator

Approved As To Form:

*Katharine Porter* 4/20/16  
Katharine Porter Date  
Deputy City Attorney

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TENTATIVE AGREEMENT

#2 City Proposal No. # 4 P103 Inactive Status Requests (Modified)

Date: April 25, 2016

Time: \_\_\_\_\_

ARTICLE II. EMPLOYMENT CONDITIONS

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

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

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

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

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

*italics* = moved existing language      **bold, double underline** = new language  
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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement for #2 City Proposal  
No. # 4 – P103 Inactive Status Requests :

FOR THE CITY

*Diana Doughtie* 4-25-16  
Date  
Diana Doughtie  
Chief Negotiator

FOR THE UNION

*David Canham* 4-25-16  
Date  
David Canham  
Chief Negotiator

Approved As To Form:

*Katharine Porter* 5/4/16  
Date  
Katharine Porter  
Deputy City Attorney

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016  
SEIU, Local 1021  
Staff & Per Diem Nurses

#5 City Proposal #5 (Pay Increases and Steps) and Counter to Union Proposal #6

Date: May 30, 2016

Time: \_\_\_\_\_

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

**III.A. SCHEDULES OF COMPENSATION**

270. 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:

October 11, 2014 a 3.00% increase

October 10, 2015 a 3.25% increase

Effective July 1, 2016: 3.25% increase

Included in the pay issued on <sup>Aug 23, 2016</sup> ~~September 20, 2016~~, the City shall provide to each permanent employee in represented classifications who is employed as of ~~September 9, 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.

PD  
5-30-16

E/A  
David Canhu  
5-30-2016

TA  
Dana Douglas  
5-30-2016

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**bold, double underline** = new language  
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TENTATIVE AGREEMENT

City Proposal No. # 6 Public Health Nurses Voluntary Work Period

Date: April 25, 2016

Time: \_\_\_\_\_

ARTICLE III. PAY, HOURS AND BENEFITS

ARTICLE III.B. WORK SCHEDULE

*(SECTION III.B. Work Schedule does not apply to P103 Per Diem Nurses)*

292. No change.

*Voluntary Reduced Work Period for Public Health Nurses*

~~293. Employees in Classification 2830 Public Health Nurse may elect to participate for six (6) month periods in a five percent (5%) basic biweekly salary reduction plan subject to the approval of the Community Public Health Services Director of Nursing. The Director of Nursing shall approve, upon request, this plan for up to thirty three (33) percent of the public health nurses at each health center. Employees who elect this alternate pay plan shall receive five percent (5%) less salary on a biweekly basis and, in addition to other vacation, holiday, and sick leave benefits, shall receive six and one-half (6 1/2) working days off with pay in one period, provided that if the employee is entitled to be paid for less than forty (40) hours per week for six (6) month period, s/he shall receive a pro rata portion of the six and one half (6 1/2) days. Effective July 1, 2014, this program for Public Health Nurses shall terminate. The three (3) affected employees may continue to participate in the program through the term of this Agreement.~~

~~294. If the employee resigns during the remainder of calendar year 2014, an adjustment shall be made in the final pay check for any portion of the six and one half (6 1/2) days off with pay received but to which the employee lost entitlement by reason of his or her resignation.~~

The City proposes to move this language out of the body of the MOU and into a Side Letter listing the name of the "grandparent" employee who is still participating in this program.

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<b>bold</b> = concept proposal language	



Side Letter of Agreement  
Voluntary Reduced Work Period for Public Health Nurses

The parties agree to the following:

1. For the employee in Classification 2830 Public Health Nurse who is currently participating in the Voluntary Reduced Work Period program, SFGH agrees to continue to “grandfather” the existing employee as follows:
2. The employee listed below may continue to participate in the Voluntary Reduced Work Period program. Under the terms of the program, the employee may elect to participate for six (6) month periods in a five percent (5%) basic biweekly salary reduction plan subject to the approval of the Community Public Health Services Director of Nursing. **By electing** this alternate pay plan, **the employee** shall receive five percent (5%) less salary on a biweekly basis and, in addition to other vacation, holiday, and sick leave benefits, shall receive six and one-half (6-1/2) working days off with pay in one **six-month** period, provided that if the employee is entitled to be paid for less than forty (40) hours per week for **the** six (6) month period, **she** shall receive a pro rata portion of the six and one-half (6-1/2) days.

	<b>Emp#</b>	<b>Last Name</b>	<b>First Name</b>	<b>Class</b>
<b>1</b>	<b>015413</b>	<b>Grandberry</b>	<b>Patricia</b>	<b>2830</b>

3. If the employee resigns **or retires** during **any six-month period**, an adjustment shall be made in the final pay check for any portion of the six and one-half (6-1/2) days off with pay received but to which the employee lost entitlement by reason of her resignation.
4. **This program will terminate when the employee listed above separates from City employment.**
5. **The program described in this Side Letter is subject to the grievance provisions in Article I.L. Grievance Procedure of the Collective Bargaining Agreement between SEIU Local 1021 Staff and Per Diem Nurses and the City and County of San Francisco.**

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016


SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement for City Proposal No.  
# 6 – Public Health Nurses Voluntary Work  
Period :


FOR THE CITY

 4-25-16  
Date  
Diana Doughtie  
Chief Negotiator

FOR THE UNION

 4-25-16  
Date  
David Canham  
Chief Negotiator

Approved As To Form:

 5/4/16  
Date  
Katharine Porter  
Deputy City Attorney

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TENTATIVE AGREEMENT

#2 City Proposal No. # 12 Staffing Introduction

Date: April 21, 2016

Time: \_\_\_\_\_

ARTICLE V. WORKING CONDITIONS

V.A. STAFFING

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

1. Commitment to Staffing Levels

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

2. Staffing

588. 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.

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement:

FOR THE CITY

*Diana Doughtie*      4-21-2016  
Diana Doughtie      Date  
Chief Negotiator

FOR THE UNION

*David Canham*      4.21.2016  
David Canham      Date  
Chief Negotiator

Approved As To Form:

*Katharine Porter*      4/20/16  
Katharine Porter      Date  
Deputy City Attorney

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TENTATIVE AGREEMENT

#2 City Proposal No. # 14 External P103 Scheduling

Date: April 21, 2016

Time: \_\_\_\_\_

ARTICLE III. PAY, HOURS AND BENEFITS

III.K. (1) SENIORITY AND SHIFT ASSIGNMENT/P103 PER DIEM NURSE

451. Introduction – No Change.

**Definitions**

452. 1. *Inside Per Diem: No Change.*

453. 2. *Outside Per Diem: No Change.*

454. 3. *Prescheduled Shifts: No Change.*

455. 4. *Short Call Shifts: No Change.*

456. 5. *Unit: No Change.*

457. *Prescheduling of P103 Per Diems in a unit will occur in the following order of preference:  
No Change.*

458. *Units: No Change.*

459. *Seniority: No Change.*

*Scheduling Procedures*

460. *Pre-assignment will be made in rank order of seniority in each area. The most senior nurse may use seniority to schedule a maximum of three pre-assigned twelve-hour shifts, or forty hours of pre-assigned shifts in a pay period. In order of seniority, each nurse then exercises seniority using the same formula, until all available shifts are pre-assigned.*

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

461. through 465. No Change.

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

Tentative Agreement:

FOR THE CITY

*Diana Doughtie* 4-21-2016

Diana Doughtie  
Chief Negotiator

Date

FOR THE UNION

*David Canham* 4-21-2017

David Canham  
Chief Negotiator

Date

Approved As To Form:

*Katharine Porter* 4/20/16

Katharine Porter  
Deputy City Attorney

Date

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## San Francisco Department of Public Health

Barbara A. Garcia, MPA  
Director of Health

City and County of San Francisco  
Edwin M. Lee  
Mayor

April 19, 2016

David Canham, SF Regional Field Director  
SEIU Local 1021  
350 Rhode Island, Suite 100  
San Francisco, CA 94103

Re: Use of Ancillary Staffing

Dear Mr. Canham:

On behalf of the San Francisco Department of Public Health, I am pleased to offer this letter to confirm the commitment of the Department in providing adequate ancillary staffing at San Francisco General Hospital (SFGH). The Department will develop ongoing staffing targets after the move to Building 25 and will validate the patient classification system through a "Time and Motion" study of most inpatient units at SFGH. When that is completed, the Union and Department will meet to review the results of the study.

The attached chart reflects the budgeted and filled ancillary positions at SFGH as of April 1, 2016. The Department will submit positions in its 2016-2017 fiscal year budget. In the event these budgeted positions are decreased in the future, the Department will give notice to the Union and at the request of the Union, meet and confer on the impact of such a reduction.

Sincerely,

A handwritten signature in black ink, appearing to be "B. Garcia", written over a horizontal line.

Barbara A. Garcia, MPA  
Director of Health  
San Francisco Department of Public Health

Passed across table  
on 4/21/16 at 4:10p

Unit	Budgeted FTE	Filled
<b>Skilled Nursing Facility 4A</b>		
1428 Unit Clerk	2.00	2.00
2303 Patient Care Assistant	11.5	11.4
2312 Licensed Vocational Nurse	3.70	3.70
<b>Birthing Center 6C</b>		
1428 Unit Clerk	3.00	2.00
2430 Medical Evaluations Assistant	1.00	1.00
<b>Infant Care Center 6H</b>		
1428 Unit Clerk	2.00	2.00
<b>Med-Surg ICU 4E</b> <i>-Critical Care</i>		
1428 Unit Clerk	3.90	3.00
2303 Patient Care Assistant (includes lift team)	13.80	13.60
<b>Coronary Care 5E</b> <i>-Critical Care</i>		
1428 Unit Clerk	4.00	4.00
2303 Patient Care Assistant	5.50	5.50
<b>MED/ONC 5A</b>		
1428 Unit Clerk	3.00	3.00
2303 Patient Care Assistant	12.60	11.70
<b>Med-Surg 5D</b>		
1428 Unit Clerk	3.80	3.80
2303 Patient Care Assistant	13.50	13.50
2302 Certified Nurses Assistant	4.00	4.00
2430 Medical Evaluations Assistant (telly tech)	5.00	0
<b>Medical Behavioral Unit 5C</b>		
1428 Unit Clerk	2.80	2.80
2303 Patient Care Assistant	20.60	20.55
2302 Certified Nurses Assistant	4.00	3.00
<b>Med-Surg 4B</b>		
1428 Unit Clerk	3.50	3.50
2303 Patient Care Assistant	15.30	14.40



<b>Med-Surg 4D</b>		
1428 Unit Clerk	2.80	2.80
2303 Patient Care Assistant	12.60	12.60
<b>Ped/Ortho 6A</b>		
1428 Unit Clerk	2.80	2.80
2303 Patient Care Assistant	8.10	8.10
<b>Medical/Surgical 7D</b>		
2303 Patient Care Assistant	1.80	1.80
<b>Inpatient Psychiatry</b>		
1428 Unit Clerk	7.00	7.00
2303 Patient Care Assistant	3.60	2.70
2305 Licensed Psychiatric Tech	11.40	10.40
2312 Licensed Vocational Nurse	1.75	1.75
2930 Behavioral Health Clinician	4.00	4.00
<b>Nurse Float</b>		
1428 Unit Clerk	6.00	6.00
2303 Patient Care Assistant	1.80	1.80
<b>PES</b>		
1428 Unit Clerk	3.00	2.00
2303 Patient Care Assistant	1.80	1.80
2305 Licensed Psychiatric Tech	8.40	6.00
2312 Licensed Vocational Nurse	1.00	1.00
2430 Medical Evaluations Assistant	2.90	2.80
2930 Behavioral Health Clinician	.20	.20
<b>ED</b>		
1404 Unit Clerk	4.5	4.5
2430 Medical Evaluations Assistant	51.6	48.7
<b>OR/Surgery</b>		
1406 Unit Clerk	2.0	2.0
2303 Patient Care Assistant	3.7	3.7
2310 Surgery Technician	22.79	14.7
<b>PACU</b>		
1406 Unit Clerk	1.0	1.0
2303 Patient Care Assistant	4.7	3.8



**TENTATIVE AGREEMENT**

City Proposal No. # 22 - SFGH Staffing Language **Modified**

Date: May 27, 2016

Time: \_\_\_\_\_

**ARTICLE V. WORKING CONDITIONS**

**V.A. STAFFING**

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

Charge Nurses on Day Shift

~~623. The City agrees that charge nurses will be assigned on the day shifts, Monday to Friday, on the following units: Medical Surgical, Units 6-C and 6-A.~~

Determination of Acuity

- 624. The Hospital will continue to involve nurses, on a daily basis, in the determination of the number of staff required. Daily staffing levels are based upon the level of patient acuity prevailing on the unit. During each shift, nurses assess the severity of each patient's illness. The supervising nurse condenses this information for all patients on the nursing unit and uses it to determine the number of health care providers assigned for the next shift.
- 625. 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.
- 626. 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.
- 627. 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.
- 628. 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

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DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

SEIU, Local 1021  
Staff & Per Diem Nurses

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.

Evaluation of Staffing Methodology

629. The Hospital is committed to continuing vigorous recruitment efforts to fill all available health care provider positions. The SFGH Monitoring Committee will continue to review recruitment results.
630. ~~CNA's who are assigned as sitters shall not be counted in HPPD calculations. Pending the results of the Patient classification System Study in PES (Psychiatric Emergency Services) and in the following medical surgical units, CNA's shall be counted at 50% (.50) for the purposes of HPPD calculations: 4B, 4D, 5C, 5D and 5A. No more than (1) CNA per shift per unit per day shall be counted in any acute patient unit at SFGH.~~

Medical Forensics Unit

631. When open, ~~t~~The Department shall staff ~~unit 7D~~ the medical forensics unit with two (2) personnel, one of whom must be a ~~r~~Registered nNurse, every shift.

Tentative Agreement:

FOR THE CITY

Diana Doughtie 5-27-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

David Canham 05-27-2016  
David Canham Date  
Chief Negotiator

Approved As To Form:

Erik Rapoport Per 5/30/2016  
Katharine Porter Date  
Chief Labor Attorney

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TENTATIVE AGREEMENT

City Proposal No. # 23 **Staffing Laguna Honda**

Date: April 19, 2016

Time: \_\_\_\_\_

**ARTICLE V. WORKING CONDITIONS V.A. STAFFING**

Laguna Honda Hospital (LHH)

No Change to paragraphs 632-635



DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2016

**SEIU, Local 1021  
Staff & Per Diem Nurses**

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	<u>6</u> 5	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	5	5	3	3	1	1
South.3	60	4	4	3	3	1	1
South 4	60	4	4	2	2	1	1
South 5	60	3	3	3	3	1	1
South 6	60	3	3	3	3	1	1


This chart reflects the current staffing at Laguna Honda Hospital as of July 1, 2016 2014. 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

 4-21-2016  
Diana Doughtie Date  
Chief Negotiator

FOR THE UNION

 4-21-2016  
David Canham Date  
Chief Negotiator

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