

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STAFF AND PER DIEM NURSES, SEIU LOCAL 790**  
**AND**  
**CITY AND COUNTY OF SAN FRANCISCO**  
**JULY 1, 2000 - JUNE 30, 2003**  
**EXTENDED THROUGH JUNE 30, 2005**

*PER DIEM RELATED PROVISIONS ARE IN ITALICS*

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## ARTICLE I. REPRESENTATION

### I.A. RECOGNITION

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

2320	Registered Nurse - Unit 8-D
2323	Clinical Nurse Specialist - Unit 8-D
2325	Nurse Midwife – Unit 8-D
2330	Anesthetist - Unit 8-D
2340	Operating Room Nurse - Unit 8-D
2830	Public Health Nurse - Unit 8-D
2328	Nurse Practitioner - Unit 8-D
<i>P103</i>	<i>Per Diem Registered Nurses, Unit 8-D</i>

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



**I.B. INTENT**

4. Each existing ordinance, resolution, rule or regulation over which the Board of Supervisors has jurisdiction pursuant to provisions of the San Francisco Charter, and which is specifically changed or modified by the terms of this MOU, shall be deemed incorporated in this MOU in its changed or modified form from the effective date of this MOU to and including the date of expiration thereof.
5. The Employee Relations Director and the Union negotiating team shall present one full tentative agreement, signed by the Employee Relations Director and representatives of the Union negotiating team, to the Board of Supervisors and the Union Registered Nurse membership for ratification within sixty (60) days of signing of such full tentative agreement.
6. The City agrees to notify the Union in advance of any intended changes in working conditions within the scope of representation which fall within the authority of the City and shall meet and confer and endeavor to reach an agreement with the Union prior to implementation of any intended action provided, however, that in cases of emergency, action may be taken on working conditions within the authority of the City without meeting the above requirements. In such instances the City agrees to meet and confer as soon as possible after taking emergency action.

**I.C. NO WORK STOPPAGES**

7. It is mutually agreed and understood that during the period this MOU is in force and effect the Union will not authorize or engage in any strike, sympathy strike, slowdown or work stoppage. As required by the Charter, represented employees are also bound by the above, as are all other city and county employees. The City agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this agreement.

**I.D. OBJECTIVE OF THE CITY**

8. It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.
9. The Union recognizes the City's right to establish and/or review performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of

employees. To the extent required by Government Code Section 3504 and the Employee Relations Ordinance the City shall meet and confer with the Union on the establishment or revision of performance standards or norms.

10. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

#### **I.E. OFFICIAL REPRESENTATIVES AND STEWARDS**

##### Official Representatives

11. The Union may select as many as one (1) employee member of such organization from the appropriate unit represented by such organization, and one (1) additional such employee member for each two hundred fifty (250) employees or fraction thereof, in excess of two hundred (200) employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Director of Employee Relations, the appointing officer or a board or commission when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefor, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:
12. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
13. No selected employee member shall leave the duty or work station, or assignment without specific approval of the employee's department head or other authorized executive management official.
14. In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.
15. Nurses who are assigned to work-related committees such as, but not limited to, PICS, Health and Safety, and Emergency Department Leadership, and attend during work hours will be given release time subject to staffing requirements. Attendance during non-work hours will be compensated as work time.

Stewards

16. The number and work location of Union stewards shall be as follows:
17. San Francisco General Hospital
- |    |               |    |
|----|---------------|----|
| A. | Medical       | 4  |
| B. | Surgical      | 5  |
| C. | Critical Care | 3  |
| D. | OR/PAR        | 2  |
| E. | ER            | 3  |
| F. | Psychiatry    | 6  |
| G. | OPD           | 4  |
| H. | MCH           | 4  |
| I. | CASARC/RTC    | 2  |
| J. | MHRF          | 3  |
|    | SUB-TOTAL     | 36 |
18. Laguna Honda Hospital
- |    |             |    |
|----|-------------|----|
| A. | Day Shift   | 6  |
| B. | P.M. Shift  | 4  |
| C. | Night Shift | 4  |
|    | SUB-TOTAL   | 14 |
19. Public Health & Prevention, Primary Care and Health at Home
- 11
20. When a unit or facility is added or deleted, the Union and the City shall renegotiate the number of stewards.
21. Mental Health Programs
- 9
- |                  |    |
|------------------|----|
| TOTAL DEPARTMENT | 70 |
|------------------|----|
22. The Union recognizes that it is the responsibility of the Union steward to assist in the resolution of grievances at the lowest possible level. Reasonable time off will be granted by the Department for the Union Steward to present grievances subject to the following conditions:
23. (1) The Union Steward has been recognized in accordance with paragraph 31 herein.

24. (2) The employee represented by the Union Steward is covered by this MOU.
25. (3) The Union Steward is representing an employee assigned to the Steward's area of jurisdiction as described herein, provided that, in the event the designated steward is absent, a substitute steward may be used within the same clinical area at San Francisco General Hospital. In other Department facilities, the nearest substitute steward may be used. The Union agrees to equally distribute substitute steward assignments so that such assignments do not fall disproportionately on the same stewards.
26. (4) In no event shall more than one (1) steward be released from duty at any time to represent an employee.
27. The Union Steward shall not interfere with the work of any employee. The steward shall not have the right to interview patients or visitors.
28. If, in the judgment of the supervisor, because of the necessity of maintaining adequate patient care, permission cannot be granted immediately to the Union steward in order to present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the Union steward has been denied permission.
29. In emergency situations where immediate disciplinary action must be taken because of a violation of law or a City or departmental rule (intoxication, theft, etc.) the Union steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist in the grievance procedure.
30. The Department and the Union agree that the Union steward can be effectively used to perform a beneficial service to employees,[including probationary employees (*does not apply to P103 Per Diem Nurses*)] by providing counseling regarding poor performance, attendance, abuse of sick leave and other leave provisions, conduct violations, abuse of alcohol or drugs in informing employees of available treatment centers for these problems, etc., and thereby assist management in correcting the situation and minimizing the necessity of disciplinary or adverse action. Employees shall be advised of this provision and, with their written consent, the supervisor concerned will fully inform the appropriate Union steward and request assistance in counseling the employees whether jointly or separately. Additionally, the Union agrees to apply its resources to assist in resolving such problems. This assistance may be provided through Union-sponsored classes during off-duty hours.

31. It will be the Union's responsibility to furnish the Department with an accurate list of Union stewards in each facility within one (1) month of the signing of this Agreement. The Union may submit amendments at any time because of the permanent absence of a designated Union Steward. If a Union steward is not officially designated by the Union, none will be recognized for that area or shift.
32. Except in case of extreme emergency, management will give at least two (2) calendar weeks notice if it is proposed that a Union steward is to be transferred to another work shift, site or location.
33. Any meeting of Union steward and supervisor shall be held in private surroundings and shall be held in a quiet, dignified manner.

**I.F. RELEASE TIME FOR SFGH CHAPTER PRESIDENT AND DESIGNEES**

34. The Department of Public Health will make good faith efforts to pre-schedule one shift per pay period for the San Francisco General Hospital Union Chapter President to handle matters of employer-employee relations covered by existing release time language (Official Representative and Stewards provision of the MOU) and meetings of the San Francisco General Hospital Monitoring Committee.
35. In addition, the Union shall designate one member from SFGH, LHH, Forensics and CPH to be released one (1) shift every two (2) pay periods to handle matters of employer-employee relations covered by existing release time language.

**I.G. DISSEMINATION OF UNION INFORMATION**

Bulletin Boards

36. Reasonable space will be allowed on bulletin boards for use by the Union to communicate with employees. Material shall be posted upon the bulletin boards space as designated, and not upon walls, doors, windows or any other place. Posted material shall not be of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with employees. All posted material shall be dated, shall bear the identity of the sponsor, shall be neatly displayed and shall be removed when no longer timely. The Department may withdraw the authority to use bulletin board space if material is posted on other than authorized bulletin boards or if material posted on bulletin boards is not in compliance with this section provided the Department will not withdraw such authority without first meeting with the Union unless the material posted is of such nature that immediate removal is warranted. Alleged violations of this section are subject to the grievance procedure.

Location of Bulletin Boards

37. San Francisco General Hospital:
- (a) Personnel Office
  - (b) Section of one (1) board per nursing unit
  - (c) Mental Health Rehabilitation Facility (3, which is 1 per floor)
38. Laguna Honda Hospital:
- (a) Personnel Office
  - (b) Across from Nursing Office
  - (c) Main Lobby
  - (d) Space on one (1) bulletin board per ward lounge (Main Hospital)
  - (e) Clarendon Hall Employee Lounge
39. Miscellaneous DPH Facilities:
- (a) Each Health Center
  - (b) Each separate facility (e.g., VD Clinic)
  - (c) Health at Home (45 Onondaga)
40. Community Mental Health Services:
- (a) Each Mental Health Facility
  - (b) Each City Jail
41. Administration:
- (a) 101 Grove Street

Distribution of Union Literature

42. Distribution of official Union literature and materials by a Union member, shop steward, business agent, or any other Union representative recognized in accordance with the Union Representative Visits provision will be permitted provided:
43. The employee distributes such literature outside his/her regular working hours.
44. The distribution of literature to employees on duty will be accomplished before or after their work shift.

45. Distribution of literature shall be restricted to non-work areas so as not to interfere with patient care or with the operation of any facility or institution of the Department. A non-work area is an area where an employee does not normally perform his/her duties and responsibilities.
46. Distribution of literature which is of a partisan political nature shall be accomplished outside of departmental facilities.
47. The Department shall furnish to the Union upon written request the names, classifications, major division/facility (SFGH, LHH, CPHS, CMHS, CSAS, Forensic) and, if practical, the work assignment areas of all new employees and employees separated who are covered by this MOU.
48. The Union may deliver a copy of the printed MOU to employees covered by this Agreement.
49. Union representatives or Union Stewards may address employees covered by this Agreement for thirty (30) minutes at any time during the nurses' orientation session to present information relating to Union representation.
50. The Department shall notify the Union of the nurses' orientation schedule as soon as it is published.
51. The Union may make reasonable use of the City's interoffice mail system to communicate with appointing officers, personnel officers and designated shop stewards to the extent permissible by law.
52. The Union may place a box for union literature in departmental facilities, subject to mutual agreement regarding location.

#### **I.H. CPHS PROFESSIONAL PERFORMANCE COMMITTEE**

53. The CPHS-Professional Performance Committee (PPC) may continue to meet on a monthly basis until such time as the parties mutually determine separate CPHS-PPC meetings are no longer necessary.
54. The parties anticipate that some or all of the members of the CPHS-PPC will become members of the CPHS-DMS Divisional Monitoring Committee.

## **I.I. UNION REPRESENTATIVE VISITS**

55. A duly authorized representative of the Union shall be permitted to enter a departmental facility in order to conduct legitimate Union business provided:
56. The Union shall notify the Department in writing of the names of its representatives.
57. The Union representatives shall advise a designated management representative upon entering the facility.
58. The Union representative confers with employees only upon their own free time and not in work areas.
59. The Union representatives shall not disrupt the work of employees or interfere with patient care.
60. Disputes arising pursuant to these provisions shall be referred to a panel comprised of a representative of the Employee Relations Division, the Department and the Union.
61. The Union may meet and confer upon request with individual facility/program managers in order to develop more specific rules on access for each facility and/or program, provided those rules shall not conflict with the provisions of this section.

## **I.J. MANAGEMENT RIGHTS & RESPONSIBILITIES**

62. The City and Union agree that both have obligations and responsibilities to see that the objectives of the City and County of San Francisco are attained, and the public receives efficient delivery of service.
63. Management has the duty to execute the traditional responsibilities of Management to attain this goal pursuant to applicable state and local law, and the Union recognizes the Management responsibilities.
64. Management, in turn, recognizes its responsibility to treat employees fairly and equitably.
65. Except to the extent that there is contained in this Agreement express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the City and Department are retained by and reserved exclusively to the City and the Department. These rights include, but are not



limited to the right to direct employees, to hire, promote, transfer, assign and retain employees within the bargaining unit, to suspend, demote and discharge employees for just cause, to relieve employees from duties because of lack of work or funds, to maintain the efficiency of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted, including subcontracting if deemed necessary. The City and the Department have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the other rights in this Article do not conflict with any term or condition of this Agreement.

## **I.K. UNION SECURITY**

66. Section 1. APPLICATION. Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Unit 8-D, when on paid status.
67. These provisions shall not apply to individual employees of the City in representation Unit 8-D, who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16-208 of the Employer-Employee Relations Ordinance.
68. The Employee Relations Director shall give the Union no less than ten working days prior notice of any such proposed designation. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Ordinance.
69. Section 2. AGENCY SHOP FEE. All current and future employees of the City as described in Section 1 hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments of the Union. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment. Service fees will be assessed as of the time the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3)

provision for an escrow account of amounts reasonably in dispute during an appeal.

70. Section 3. RELIGIOUS EXEMPTIONS Any employee of the City in a classification described in Section 1 hereof who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.
71. Section 4. PAYROLL DEDUCTIONS. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.
72. The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1 hereof.
73. Service fees from non-members shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure of an employee to comply with this Section shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payments.
74. Effective with the first complete pay period worked by an employee newly employed in a classification described in Section A hereof and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee.
75. Nine working days following payday, the Controller will promptly pay over to the appropriate Union all sums withheld for membership or service fees. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly.
76. Financial Reporting. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decisionmaker

not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

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

78. Section 5. INDEMNIFICATION. The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this Section.

## **II. GRIEVANCE PROCEDURE**

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

### Definition

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

### Grievance Description

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

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

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

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

### Procedure

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

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

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

### Time Limits

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

### Employee Grievance Procedure

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

95. Grievances related to a suspension or termination of an employee may be submitted initially at Step II of this procedure within fifteen (15) calendar days of the date of the final notice of disciplinary action (certified mailing date) the facts or event giving rise to the grievance.

2. Step II Department Head/Designee

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

3. Step III. Director, Employee Relations/Designee

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

98. The 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.

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

4. Step IV. Final and Binding Arbitration

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

101. Except when a statement of facts mutually agreeable to the Union and City is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties.
102. The City and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of ERD's receipt of the Union's arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within ninety (90) calendar days of his/her selection. Should the designated arbitrator be unable to comply with this requirement, the parties shall by mutual agreement commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.
103. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.
104. The parties shall encourage the arbitrator to make his/her award within forty-five calendar days following receipt of closing arguments or briefs. The decision of the arbitrator shall be final and binding on all parties.
105. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required.
106. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. In the case of employees of the City, they shall be compensated at an appropriate rate of pay for time spent.
- Expedited Arbitration
107. Suspensions (except for P103 Per Diem Nurses) up to and including fifteen (15) days and written warnings shall be processed through an expedited arbitration proceeding. By mutual written agreement entered into at Step III or Step IV of the grievance procedure, the parties may submit other grievances to the expedited arbitration process. In addition, the Union may elect in writing at Step III or Step IV of the grievance procedure, to submit any grievance affecting five (5) or fewer employees and claiming \$5,000 or less in total and that relates to pay issues, premiums or uniform allowance to this expedited arbitration process. The letter making such an election must be mailed to both the Employee Relations Division and the Chief Labor Attorney of the City Attorney's Office. On behalf of the City, the City Attorney may decline the Union's election to send the grievance to expedited arbitration by notifying the Union in writing within the fifteen (15)

days of the receipt of the grievance at Step IV. At least one day each month will be used for these grievances. The expedited arbitration shall be before an arbitrator to be mutually selected by the parties who shall serve until the parties mutually agree to remove him/her or for twelve (12) months, whichever comes first. Alternatively, at the time of the selection of the arbitrator, either party may request a list of seven (7) appropriately experienced arbitrators from the American Arbitration Association from which the arbitrator will be selected by the method of striking names. The parties shall not use briefs. Every effort shall be made to have bench decisions followed up by written decisions. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved. Transcription by a certified court reporter shall be taken but shall be transcribed only at the direction of the arbitrator.

108. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties.
109. In the event that an expedited arbitration hearing is cancelled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

#### Rights of Individuals

110. An employee may not be disciplined or discharged without just cause and without written notice of the intended action. The City agrees to follow the principles of progressive discipline.
111. Employees who are released or disciplined during their initial probationary period or during any probationary period established by this Agreement, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of the provisions of the No Discrimination provisions. In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.

#### "Skelly Rights"

112. An employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a hearing and to the following:
113. A notice of the proposed action; and
114. The reasons for the proposed discipline; and
115. A copy of the charges and the materials upon which the action is based; and

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

*Disciplinary Action Appeal Procedure For P103 Per Diem Nurses*

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



128. *Appointing Officer's decision on recommendations for suspension is final.*
129. *The Appointing Officer's decision on recommendations for termination is final for P103 Per Diem Nurses with less than 1040 hours of service. For P103 Per Diem Nurses with more than 1040 hours of service, the Appointing Officer's decision on recommendation for termination is final provided the appointing officer shall consider the majority recommendation of an adjustment Board as follows:*
130. *The Adjustment Board shall consist of three (3) members, one selected by the Union, one selected by Management, and one mutually selected by the Union and Management as a standing arbitrator.*
131. *The Adjustment Board process shall be informal with no transcripts. The recommendation will be issued as a "Bench Decision".*
132. *The costs of the standing arbitrator shall be equally shared by the parties.*
133. *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.*
134. *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 procedures outlined above may be waived.*
135. *An employee who refuses a conference waives his/her rights to review. The employee shall be so advised.*
136. *An employee who holds dual appointments in any registered nurse classification and as a P103 Per Diem Nurse and who receives a disciplinary suspension in either appointment shall not be eligible for employment during the period of the suspension.*

## ARTICLE II. EMPLOYMENT CONDITIONS

### II.A. NO DISCRIMINATION

#### Discrimination Prohibited

137. City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, sexual orientation, marital status or gender identity, nor shall a person be the subject of sexual harassment.
138. In the event more than one administrative remedy may be available within the City and County governmental system of San Francisco, the Union shall elect one. An individual employee may exercise whatever right he or she may have under law. Notwithstanding such exercise, the Union shall not finance more than the proceeding it elects.

#### No Discrimination on Account of Union Activity

139. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act.

#### Reasonable Accommodation

140. The Parties agree that they are required to provide reasonable accommodation for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act. The City reserves the right to take any action necessary to comply therewith.
141. If there is a conflict between a proposed accommodation and this Agreement, the City will notify the Union and, upon request, meet with the Union to attempt to resolve the issue. During the reasonable accommodation process, an employee has the right, upon request, to Union representation.
142. Departments shall maintain files on formal reasonable accommodation requests that include information related to: status of accommodation requests and the resolution of closed accommodation requests.
143. Following a reasonable period of time after the employee has submitted the information required for a reasonable accommodation but not later than thirty

days, the City shall provide a response to the employee's request. If no accommodation in the current assignment is possible, the Employer shall evaluate alternative job assignments for possible accommodation. While his or her request for reasonable accommodation is pending, the Employer shall make every reasonable effort to provide a modified work duty assignment pursuant to the Alternative Assignments provision of this Agreement.

#### Family Medical Leave Act

144. The City agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA) and its regulations for all employees in the bargaining unit. Consistent with State and Federal law, nurses taking FMLA/CFRA leave shall be allowed to take such leave on an intermittent or reduced schedule basis.
145. This provision is not subject to the Grievance Procedure under this Agreement.

## **II.B CIVIL SERVICE EXAMINATIONS**

### 1. CIVIL SERVICE EXAMS FOR STAFF NURSES

146. Under special authority from the Civil Service Commission and subject to its approval, the Department shall conduct civil service examinations and establish lists of eligibles for all Registered Nurse classifications in a timely manner. The Department 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.
147. In order to reduce the number of provisional employees in class 2328 Nurse Practitioner, the Union agrees, pursuant to CSC Rule 13.2.3(2) that the Rule of the List may be utilized for certifications for this class. This agreement shall be effective July 1, 1997 and shall be subject to renewal or cancellation by the Union every six (6) months thereafter, unless cancelled in writing by the Union. Prior to cancelling this program, the Union shall notify and meet with the Department in an effort to resolve any concerns about the program.
148. The City shall provide the Union with a report of the utilization of Rule of the List certification of Nurse Practitioners by February 1, 1998, and every six (6) months thereafter, for review at City-wide Nurse Practitioner meetings to determine renewal or cancellation.

2. CIVIL SERVICE EXAMINATIONS FOR PER DIEM NURSES

149. *Upon receipt in the Department's Decentralized Civil Service Unit of an employee's written request for notification, the Department agrees to notify per diem nurses of civil service examination opportunities.*

3. PROBATIONARY PERIOD

150. 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.

**II.C SUBCONTRACTING OF WORK**

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

151. Due to the size of the bargaining unit and the diversity of the employees within the unit, which enable the employees to perform various services in the diverse communities served by the City, the Mayor and the Union agree that, for the term of this 2000-2003 Agreement, the Mayor shall instruct the City's Department Heads over whom he has budgetary authority that:
152. 1) Department heads shall not initiate and the Mayor shall not approve requests to contract out any routine work currently performed by existing employees represented by the Union; and
153. 2) Department heads shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.
154. 3) This instruction shall not in any way affect (i) existing contracts (which shall include proposed contracts funded with monies appropriated in the 1996-97 budget), (ii) renewals, amendments or extensions of those contracts, or (iii) new contracts either for services already contracted out or arising from the City's receipt of new and/or additional federal, state, or grant funds designated for new or unique programs. However, such funds shall not include growth in general fund or enterprise revenues in force and effect at the time of the signing of this Agreement.
155. 4) The Mayor agrees that it is not the intent of the City to use the contracting out process to avoid prevailing wages, compliance with MBE/WBE requirements, or payment of health or other benefits.
156. 5) Notwithstanding any other provision of this section, the Mayor may propose pursuant to the City's standard procedures to contract out work currently performed by existing City employees (a) where external

funding sources require the use of outside third parties to perform services; or (b) in emergency situations, as determined by the Mayor and upon a majority vote of the Board of Supervisors.

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

Required Notice to the Union on Prop J Contracts

158. The City shall deliver to the Union no later than thirty (30) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.
159. The Union shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet.
160. The City agrees to discuss and attempt to resolve issues relating to:
161. 1. Possible alternatives to subcontracting;
162. 2. Questions regarding current and intended levels of service;
163. 3. Questions regarding the Controller's certification pursuant to Charter Section 8.300-1;
164. 4. Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;
165. 5. Questions relating to the effect on individual worker productivity by providing labor saving devices; and
166. 6. Questions regarding services supplied by the City to the Contractor.
167. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of

the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.

Non-Prop J Contracts

168. 1. The City shall deliver to the Union no later than thirty (30) days prior to submission of the request to the Department of Human Resources of any requested non-Prop J contract, where such services could potentially be performed by represented classifications.
169. 2. Upon the request of the Union, the City agrees to discuss and attempt to resolve issues relating to:
170. a. Possible alternatives to subcontracting;
171. b. Questions regarding current and intended levels of service;
172. c. Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;
173. d. Questions relating to the effect on individual worker productivity by providing labor saving devices; and
174. e. Questions regarding services supplied by the City to the Contractor.
175. The City agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.
176. The City shall also provide advance notice of at least thirty (30) days to the Union of all amendments to existing non-Prop J contracts valued at more than \$100,000 where such services could potentially be performed by represented classifications. At the request of the Union, the City shall meet to discuss with the Union the topics set forth above.
177. The Mayor agrees to instruct department heads over whom he has budgetary authority not to initiate non-Prop J contracts for a term exceeding one (1) year, except as otherwise approved by the Mayor, after notice to and consultation with the Union. This provision shall apply only to contracts for services which could otherwise be performed by represented classifications.

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

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

##### Use of Private Automobiles

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

180. Staff Nurses not exclusively assigned to Log Cabin Ranch School shall be eligible for mileage reimbursement in accordance with this section.

181. The City shall fund the Department's mileage and parking reimbursement account at an amount sufficient to reimburse employees for all approved expenses.

##### Reimbursement for Stolen Property

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

##### Use of Personal Cell Phone

183. Nurses who use their own personal cell phones for City business shall be reimbursed for expenses incurred, provided the nurse submits appropriate documentation of work-related phone calls.

##### Recovery of Overpayment.

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

185. The schedule of recovery of any overpayment shall be made by mutual agreement between the City and the employee. In the absence of a mutual agreement, the City may recover no more than 20% of the total amount in any one biweekly paycheck.

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

1. No Check on Pay Day for the Pay Period.
187. Highest priority, full check to be issued as quickly as possible, within four (4) hours if PPSD or departmental payroll division is notified before noon on payday or before noon on any subsequent day. If PPSD or departmental payroll division is notified after noon but before 4 p.m., the check will be issued no later than noon on the following day.
2. Check on Pay Day is 10% or More Short of Total Due for Pay Period.
188. Second priority, correcting payment to be issued as quickly as possible with the goal of three (3) working days of report to payroll.
3. Check on Pay Day is Less than 10% Short of Total Due for Pay Period.
189. Third priority, correcting payment to be issued as quickly as possible, with a goal of within ten (10) working days of report to payroll.

Payroll Procedures

190. Employees shall have access to a full listing of the meaning of all payroll codes necessary to understand the pay voucher. The list of codes will be available on each nursing unit.
191. Employees' pay checks shall display accumulated sick and vacation leave hours. Floating holidays, in-lieu holidays and longevity leave balances shall be provided bi-weekly with the employee's paychecks. Educational leave usage can be provided quarterly to the Department managers for distribution to the Nurses.
192. The Department shall notify the employee whenever a correction is made to a paycheck and detail the nature of the correction by copy of the approved Problem Description Form (PDF).

**II.E. LAYOFF**

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

Thirty Day Minimum Notice

193. Any employee whose position is to be eliminated due to lack of funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) days prior to the effective date of the layoff. The Union shall receive a copy of any layoff notice.



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

Request to Meet & Confer

195. Prior to any layoff, the City shall meet and confer upon the written request of the Union after receipt of a copy of the notice specified in paragraph 193, to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.

Severance

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

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

Mandatory Furloughs

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

**II.F. PUBLIC HEALTH NURSE DUTIES**

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

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

Public Health Nurse Caseloads

200. Management is responsible for the equitable distribution of caseloads. Individual disputes arising out of the application of this policy shall be subject to the grievance procedure. Caseloads and staffing levels are suitable subjects for discussion in the Joint RN/DPH Monitoring Committee and not in the PPC.

Hazardous Situations

201. The Public Health Nursing Safety Policy and Procedures for Home Visits shall be followed in order to minimize exposure of public health nurses to unpredictable

and hazardous situations. This policy may be subject to change in accordance with the Changes in Personnel Policy provisions.

Home Care Program

202. It is the intent of the Department to staff the Home Care program with 2320 Registered Nurses and 2830 Public Health nurses who apply and are accepted to work in the program. It is the intention of the Department to maintain a balance between preventative and home care nursing services.
203. Public health nurses in home care will be compensated according to the overtime provision or other applicable contract provision. Per the MOU, PHN staff who work Saturday and/or Sunday are entitled to take the necessary day(s) off during the following week. Alternatively, if overtime is worked, the PHN may elect to accumulate compensatory days off for later use by mutual agreement.

**II.G. NURSE PRACTITIONERS**

*(SECTION II.G Nurse Practitioners does not apply to P103 Per Diem Nurses)*

Scope of Practice

204. The Department recognizes the contribution of Nurse Practitioners as Registered Nurses with additional training and skills in physical diagnosis, psychosocial assessment, and the management of health and illness needs both in outpatient primary care and throughout the spectrum of health delivery settings.
205. The Department commits to identifying all Nurse Practitioners who provide Primary Care Services as Primary Care Providers in Community Health Network directories and other DPH directories. The Department will, additionally, advance such listing of Nurse Practitioners to those health plans/HMOs contracting with the Department.

Voluntary Job Sharing

206. A Nurse Practitioner may voluntarily elect to work a reduced workweek for the purpose of sharing a collaborative practice with another Nurse Practitioner, subject to the approval of the Department. Under this arrangement, any Nurse Practitioner is entitled to holiday pay, health and dental benefits and educational leave as provided elsewhere in this MOU. Pay, vacation and sick leave shall be reduced in accordance with the reduced week regularly worked. Overtime worked beyond an eight (8) hour shift shall be compensated for in either overtime pay or compensatory time off, at the discretion of the Department.
207. Requests from Nurse Practitioners electing to share a patient caseload shall be submitted in writing to a designated management representative. A written response shall be made within two (2) months of the request.

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

Standardized Procedures

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

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

Primary Care Patient Caseload

211. Primary Care Patient Caseload will comply with existing regulations on such assignment. Primary Care Patient Caseload limits for Nurse Practitioners working part-time shall be calculated proportionately.

Productivity

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

Professional Development

213. Nurse Practitioners will be given release time to participate in twice yearly Department-wide meetings for the express purpose of professional practice development. The Department will provide specific planning arrangements for site, date, and time. The Nurse Practitioners will provide the agenda and content.

214. Nurse Practitioners may plan additional monthly meetings among Nurse Practitioners and will receive release time to participate in such meetings.

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

**II.H. INDEMNIFICATION AND DEFENSE OF CITY EMPLOYEES**

216. The City shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the

provisions of California Government Code Sections 825 et seq. and 995 et seq. Nothing herein is deemed to supersede referenced state law.

## **II.I. CHANGES IN PERSONNEL POLICY**

### Departmental Changes

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

### City Changes

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

## **II.J. CONSCIENTIOUS OBJECTOR**

219. The rights of patients to receive quality nursing care are to be respected.
220. It is recognized that Registered Nurses hold certain moral, ethical and religious beliefs and in good conscience may be compelled to refuse involvement with abortions and other procedures involving ethical causes.
221. Situations will arise where the immediate nature of the patient's needs will not allow for personnel substitutions. In such circumstances the patient's right to receive the necessary nursing care will take precedence over exercise of the nurse's individual beliefs and rights until other personnel can be provided.

## **II.K. PERSONNEL FILES**

222. Only one (1) official personnel file on an individual nurse may exist and it shall be located in one of the three Human Resources office of the Department: San Francisco General Hospital, Laguna Honda Hospital and 101 Grove Street.
223. Each nurse shall have the right upon request to review the contents of the nurse's official personnel file. Nothing may be removed from the file by the nurse but copies may be made at the nurse's expense.

224. A representative, chosen by the nurse, may at the nurse's request, accompany the nurse in this review, or the nurse may give written permission to another person to review the file.
225. All material in the file must be signed and dated.
226. No derogatory information or statements not related to the nurse's assigned duties or professional responsibilities shall be placed in this file.
227. The nurse shall have the opportunity to sign, date and attach a response to all material in the official personnel file related to the nurse's assigned duties and professional responsibilities.
228. The nurse shall have the right to include in the file any material or information which is mutually considered to be germane to the nurse's professional career.
229. Discipline may not be imposed upon any matter in the file dated prior to two (2) years from the date of proposed discipline, unless the matter was subject to prior disciplinary action. Any prior disciplinary action may be considered in a termination or dismissal hearing.
230. Material relating to disciplinary actions in the employee's personnel file which have been in the file for more than three (3) years shall not be used. At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old, shall be removed, provided there has been no recurrence of the conduct during the immediate three (3) years after the incident on which the discipline was based. Performance evaluations are excluded from this provision but employees may petition for removal of performance evaluations under rules of the Civil Service Commission.

## **II.L. PERFORMANCE EVALUATIONS**

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

## **II.M. LOUNGES AND EATING FACILITIES**

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

233. The Department agrees to establish a committee of Union and Management representatives to study and make recommendations on the availability of rest areas, eating facilities and lockers.
234. As part of any new funding proposals for new construction or renovations, the Department will include requests for funding designated non-work areas for the purpose of providing a location for employees to take their breaks.
235. At Laguna Honda Hospital, a lounge will be designated for nursing personnel between M and O and K and L wings on the sixth floor. At Laguna Honda Hospital, an appropriate lounge will be provided on the third floor.
236. Effective January 1, 2001, bottled water will be provided in the treatment rooms of all wards at Laguna Honda Hospital.

## **II.N. PARKING FACILITIES**

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

## **II.O. INACTIVE STATUS FOR P103 PER DIEM NURSES**

238. *Per-diem nurses shall notify the Department in writing 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.*
239. *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.*
240. *Each period of inactive status shall not exceed six (6) months and must be renewed every six (6) months up to a maximum of one year. Failure to renew inactive status or inactive status exceeding the maximum one year duration shall be cause for a resignation to be recorded in the Offices of the Civil Service Commission under applicable Civil Service Commission Resignation Rule.*
241. *Per-diem nurses electing inactive status for purposes of paternity, maternity or adoption shall be entitled to return to the per-diem roster in the same program/facility.*

## ARTICLE III. PAY, HOURS AND BENEFITS

### III.A. SCHEDULES OF COMPENSATION

#### All Classes Other than Public Health Nurses

242. The schedules of compensation for all represented classifications of employment subject to the provisions of Section A8.403 of the Charter (except Class 2830 Public Health Nurse) shall be increased as follows:

July 1, 2000	a 3.50% increase
January 6, 2001	a 2.00% increase
July 1, 2001	a 3.00% increase
January 5, 2002	a 2.00% increase
July 1, 2002	a 2.50% increase
January 4, 2003	a 2.00% increase
July 1, 2004	a 2.00% increase

#### Class 2320 Registered Nurse and 2340 Operating Room Nurse

243. The compensation schedule for Class 2320 Registered Nurse and 2340 Operating Room Nurse shall also be increased as follows:
244. a. Effective the pay period closest to July 1, 2003, the City shall eliminate Step 1 in the compensation schedule. The new compensation schedule will be as follows: Step 2 becomes Step 1; Step 3 becomes Step 2; Step 4 becomes Step 3; Step 5 becomes Step 4; Step 6 becomes Step 5; and a new Step 6 set at approximately 3.1% above the new Step 5.
245. b. Effective the pay period closest to April 1, 2004, the City shall eliminate Step 1 in the compensation schedule. The new compensation schedule will be as follows: Step 2 becomes Step 1; Step 3 becomes Step 2; Step 4 becomes Step 3; Step 5 becomes Step 4; Step 6 becomes Step 5; and a new Step 6 set at approximately 3.1% above the new Step 5. [Note: this drop step/add step and subsequent wage adjustments shall include “pass through” funds pursuant to Welfare and Institutions Code Section 14110 (see Section III.D. paragraphs 320-322)].
246. c. Effective the pay period closest to July 1, 2004, a new step 7 shall be added to the compensation schedule. Step 7 shall be set at approximately 3.1% above Step 6. Nurses shall advance to Step 7 upon completion of two years of service at Step 6 or seven-and-one-half (7.5) years of City service whichever occurs first.

247. d. Effective the pay period closest to January 1, 2005, the City shall eliminate Step 1 in the compensation schedule. The new compensation schedule will be as follows: Step 2 becomes Step 1; Step 3 becomes Step 2; Step 4 becomes Step 3; Step 5 becomes Step 4; Step 6 becomes Step 5; Step 7 becomes 6; and a new Step 7 set at approximately 3.1% above the new Step 6. Additionally, a new step 8 shall be added to the compensation schedule. Step 8 shall be set at approximately 3.1% above Step 7. Nurses shall advance to Step 8 upon completion of three years of service at Step 7 or ten-and-one-half (10.5) years of City service whichever occurs first.

Class 2323 Clinical Nurse Specialist, 2325 Nurse Midwife, 2328 Nurse Practitioner, and Class 2330 Anesthetist

248. Class 2323 Clinical Nurse Specialist, 2325 Nurse Midwife, 2328 Nurse Practitioner, and Class 2330 Anesthetist shall also be increased as follows:

July 1, 2003

249. a. a 3.1% market adjustment increase

The pay period closest to April 1, 2004

250. a. a 3.1% market adjustment increase

July 1, 2004

251. a. an additional step will be added to the compensation schedule of each class of approximately 3.1% above the highest step. Employees covered under this section will advance to this step upon completion of two years of service at Step 6 or seven-and-one-half (7.5) years of City service whichever occurs first.

The pay period closest to January 1, 2005

252. a. a 3.1% market adjustment increase

253. b. an additional step will be added to the compensation schedule of each class of approximately 3.1% above the highest step. Employees covered under this section will advance to this step upon completion of three years of service at Step 7 or ten-and-one-half (10.5) years of City service whichever occurs first.



254. Additionally, the compensation schedule for Class 2330 Anesthetist shall also be increased as follows:

July 1, 2003 ten percent (10%) market adjustment

255. Employment of external, as-needed, non-benefitted employees in classes 2328 Nurse Practitioner, 2330 Nurse Anesthetist, and 2830 Public Health Nurse shall be not lower than Step 5 of the salary range for that classification. 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.

256. 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 and shall be rounded to the nearest salary step of the range.

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

258. A Master's Degree level compensation rate for Class 2323 Clinical Nurse Specialist will be provided if the Civil Service Commission requires a Master's degree in an educational program accredited by the National League for Nursing or the American Public Health Association in the appropriate clinical specialty area and the Master's degree and experience is included in the official class specifications and examination announcements.

Class 2830 Public Health Nurses

259. Effective July 1, 2004, the schedule of compensation for the Class 2830 Public Health Nurse shall be increased by 2%.

The salary range for Class 2830 Public Health Nurse is the same as that of Class 2320 Registered Nurse. However, a Class 2830 Public Health Nurse will earn a premium of \$2,225/per hour above their regularly scheduled rate upon completion of one year of service at Step 6 or six-and-one-half (6.5) years of City service whichever occurs first.

260. New Hire Retention Bonus

All new employees hired on or after July 1, 2003 in Classes 2320 Registered Nurse, 2323 Clinical Nurse Specialist, 2325 Nurse Midwife, 2328 Nurse Practitioner, 2330 Anesthetist, 2340 Operating Room Nurse, and 2830 Public Health Nurse shall receive a \$2500 bonus payable as follows: \$1250 after six months of employment and an additional \$1250 after one year of employment.

The New Hire Retention Bonus shall not be considered compensation for purposes of computing retirement benefits.

### **III.B. WORK SCHEDULE**

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

#### Normal Work Schedules

261. Unless otherwise provided in this MOU, a normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.
262. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for registered nurse classifications which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four (4), five (5) or six (6) consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five-(5)day, forty-(40) hour-a-week employees.
263. All classifications of employees having a normal work day of eight (8) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided that the employee must work five (5) days a week, eighty (80) hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights s/he may have on the same subject contained in a memorandum of understanding.
264. Employees may voluntarily work ten (10) or twelve (12) hour shifts when authorized by the appointing officer, provided such ten (10) or twelve (12) hour shifts shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided for all five (5) day, forty (40) hour a week employees, except, however, that ten (10) and twelve (12) hour shift employees who actually work on a holiday shall receive full holiday compensation for the regularly scheduled shift worked on a holiday. Said employees shall be entitled to overtime compensation for work only in excess of eighty (80) hours per payroll period and provided further that said employees shall accumulate compensatory time off at the rate of time-and-one-half (1 1/2) only for time worked in excess of eighty (80) and less than eighty-four (84) hours per pay period.
265. Effective January 1, 1995, the Department shall no longer be required to offer ten (10) hour shifts to new or current nurses working in the Forensic Services and the SFGH Psychiatric Emergency Services (PES).
266. Management will not require employees to work more than three (3) consecutive twelve hour shifts. The parties recognize that employees who opt not to work

more than three (3) consecutive twelve hour shifts may be scheduled split days off as a result, and that this scheduling policy may reduce the opportunity for other nurses to be scheduled for more than four (4) consecutive twelve hour shifts. Nothing in this provision prevents nurses from voluntarily working more than three (3) consecutive twelve hour shifts.

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

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

Exceptions:

269. • The 20-20 Educational Program.

270. • Specially funded training programs approved by the Civil Service Commission.

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

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

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

### Voluntary Reduced Work Period for Public Health Nurses

274. 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.
275. If the employee resigns during the six (6) 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 his or her resignation.
276. The periods shall be as follows: two (2) six (6) month periods each fiscal year; one commencing on July 1 and ending on the following December 31 and a second commencing on January 1 and ending the following June 30. Employees shall be notified of the election procedure no later than four (4) weeks prior to the commencement of the period. Notification of participation must be received by the appointing officer no later than two (2) weeks prior to the commencement of the period. Days off earned pursuant to this section are not subject to accumulation and must be utilized during the period on a scheduled basis mutually agreed to by the employee and the appointing officer.

### Voluntary Reduced Workweek

277. Employees with the approval of the appointing officer may voluntarily elect to 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.
278. Reduced workweek schedules are subject to the following conditions:
279. a. 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 upon request and on a first come-first serve basis a reduced work schedule.

280. b. Up to ten percent (10%) of employees in Community Public Health Services, excluding 2830 Public Health Nurse, ten percent (10%) in Community Mental Health Services, and ten percent (10%) in Forensic Services shall be granted upon request and on a first come-first serve basis a reduced work schedule.
281. c. Requests for reduced work schedules beyond those required in paragraphs 279 and 280 above are subject to approval of the appointing officer or designee.
282. 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 279 above;

SFGH: 16 hr/week

283. e. Employees currently on a reduced workweek schedule which may differ from the above may continue on such schedule.
284. f. Requests for reduced work schedules shall be submitted in writing directly to the 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 days.

Part-time Work Schedule

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

Part-Time Night Shift

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

efforts, the feasibility of and possible mechanisms for providing a minimum of two consecutive nights off for part-time 8-hour night shift nurses.

### **III.C. COMPENSATION FOR VARIOUS WORK SCHEDULES**

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

#### Normal Work Schedule

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

#### Part-time Work Schedules

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

### **III.D. ADDITIONAL COMPENSATION**

#### Shift Differential

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

#### Interpreter-Translator Pay

290. Nurses assigned by the Department and required to translate to and from a foreign language, or sign language as used by the deaf, for a minimum of five (5) hours per week, shall receive additional compensation of twenty-five dollars (\$25.00) per week. The Department shall make every reasonable effort to fill positions designated as Bilingual in an expeditious manner. A Nurse occupying a designated position which requires bilingual skills shall not be required to complete the documentation for Interpreter-Translator Pay.

#### Supervisory Differential Adjustment

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

291. Compensation of a supervisory employee whose schedule of compensation is set herein shall be adjusted subject to the following conditions:
292. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

293. The supervisor/subordinate relationship is approved by the Appointing Officer, chief administrative officer, board or commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
294. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
295. The compensation schedule of the supervisor is less than five percent (5%) or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised.
296. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, five percent (5%) or one full step over the compensation schedule, exclusive of extra pay, of the employee supervised.
297. If the application of this section adjusts the rate of pay of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount One Dollar (\$1.00) biweekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions for supervisory differential are also met.
298. Compensation adjustments are effective retroactive to the beginning of the current fiscal year or the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

Standby Pay

299. Nurses required by the Department to stand by when normally off duty to be constantly available for immediate service shall be paid fifty-percent (50%) of their regular straight time rate of pay, including all shift premiums and differentials for the period on standby. When such nurses are called upon to report to work during the period of such standby service, they shall be paid at the rate of time and one-half (1-1/2) their regular straight time rate of pay for time spent at work on callback, including all shift premiums and differentials; provided, however, that such nurses are guaranteed a minimum credit of three (3) hours work for each occasion for which they are called in not to exceed the total hours of the standby period. Nurses required by the Department to standby on holidays when they are normally off duty to be constantly available for immediate service shall be paid seventy-five percent (75%) of their regular straight time rate

of pay for the period on standby. The Department will review, upon request of the Union, the feasibility of using standby pay in specific areas of the Department.

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

Callback Pay

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

Quality of Care Premium

301. To compensate employees during heightened workload periods necessary to ensure appropriate levels of patient care, nursing professionals in Classes 2320 Registered Nurse, 2323 Clinical Nurse Specialists, 2325 Nurse Midwife, 2328 Nurse Practitioner, 2330 Anesthetist, 2340 Operating Room Nurse, and 2830 Public Health Nurse, shall be entitled to pay at a rate of time-and-one-half for any hours worked that impinge upon the industry standard of a 12-hour rest period between the end of one shift (including mandatory overtime or voluntary overtime worked in lieu of mandatory overtime) and the start of the next shift.

Health at Home On-Call Premium

302. Health at Home (HAH) is a program which provides an array of skilled health services for clients who have been referred by a provider for health care in the home.
303. HAH registered nurses (RN's) who have been assigned by the Department to be available on-call outside of normal work hours shall receive three hours of pay at the Per Diem rate for each on-call shift assignment. An on-call shift assignment is defined as a 5 p.m. and 8 a.m. assignment (15 hours). If the RN is required to make a patient visit as a result of a patient call, the RN shall receive time and one half of the P103 rate for the period actually worked including travel and paperwork.
304. With approval of the designated administrator, the Nurse may elect to accumulate the on-call premium and convert it hour for hour to compensatory time off.



Weekends Off For Nurses

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

305. 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, in order to guarantee two (2) weekends off each calendar month, there shall be no restrictions on split days off.
306. Notwithstanding any other provisions of this ordinance, 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.

Weekend Premium

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

307. Nurses who voluntarily work three (3) of every four (4) weekends, shall receive a premium of ten percent (10%) above their base hourly wage, including shift differential, for each weekend worked. A weekend schedule is defined as working two (2) separate shifts in the same weekend.
308. This section is not intended to supersede the provision for time and one-half (1-1/2) for a third consecutive weekend or any succeeding consecutive weekends. Therefore, nurses volunteering to work three (3) out of four (4) weekends or any succeeding consecutive weekends. Therefore, nurses volunteering to work three (3) out of four (4) weekends are not eligible for the time and one-half (1-1/2) premium.
309. Employees in Class 2330 Anesthetist shall be paid at time-and-one-half his/her base hourly rate, which shall include a shift differential if applicable, for hours worked on a weekend.

Court Duty Compensation and Jury Duty

310. Any Registered Nurse required to appear in court to give testimony directly related to the performance of his/her job duties outside his/her normal working hours shall be compensated for such time in accordance with the compensation provisions of this MOU.

311. The department shall make reasonable efforts to assign to the day shift employees working swing or night shift for the duration of their witness or jury duty leave. Under no circumstances will a nurse be required to work either a PM or night shift immediately after witness or jury duty. The department shall make reasonable efforts to assign a Monday through Friday schedule to employees working week-end shifts for all hours paid for the duration of their witness or jury duty leave. A nurse shall be compensated for his/her regular shift while he/she is on witness or jury duty leave. Compensation for such leave shall be in accordance with Charter Section A8.400(g) and Civil Service Rules. Disputes regarding denial of witness or jury duty leave shall be resolved pursuant to Civil Service Leaves of Absence Rule, or addressed in the Grievance procedure.
312. Rape Treatment Center Nurses and Sexual Assault Nurse Examiners who are subpoenaed for courtroom testimony shall not be expected to be available to respond to new calls during the period of courtroom testimony.

Charge Nurse and Acting Assignment Pay

1. Charge Nurse Pay
313. Charge Nurses are accountable to the Nurse Manager (2322 Head Nurse) or appropriate supervisor from the Nursing Department for the assumption of specific leadership responsibilities and patient care duties, as assigned. Charge Nurses shall not be required to write annual performance evaluations.
314. At SFGH and LHH, such assignments shall be made for P.M., night, and weekend shifts when no Head Nurse is present on the unit.
315. 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 5% of his/her base hourly rate above the base hourly rate of pay for such hours actually assigned.
2. Acting Assignment Pay  
*(Acting Assignment Pay does not apply to P103 Per Diem Nurse)*
316. A nurse temporarily assigned by the Department to perform a substantial portion of the duties and responsibilities of a higher classification shall be eligible to out of class pay after the tenth (10<sup>th</sup>) work day (within a sixty day period) of such an assignment, retroactive to the first (1<sup>st</sup>) day of the assignment. The nurse shall be paid at the salary step of the class to which he/she is temporarily assigned which represents at least a 5% increase over the nurse's current base salary.

Double Ward Assignments at Laguna Honda Hospital

317. In the event a nurse is assigned to work concurrently in more than one ward per shift at Laguna Honda, such nurse will receive a premium of 7.5% of his/her base hourly rate above the base hourly rate of pay. All double ward assignments will be reported at the next Monitoring Committee meeting.

Retention Bonus

*(Retention Bonus does not apply to P103 Per Diem Nurses)*

Nurses hired on or after July 1, 2003 are not eligible for retention bonuses.

318. 1. After completion of five (5) years of full-time or part-time service in any represented nurse classification, a Nurse shall be entitled to a Retention Bonus of one percent (1%) of his/her basic hourly rate above the base hourly rate of pay. However, a nurse shall no longer receive the 1% retention bonus once he/she has reached step 7.
319. 2. After completion of ten (10) years of full-time or part-time service in any represented nurse classification, a Nurse shall be entitled to a Retention Bonus of two percent (2%) of his/her basic hourly rate above the base hourly rate of pay. However, a nurse shall no longer receive the 2% retention bonus once he/she has reached step 8.

Skilled Nursing Facility "Pass Through"

320. In recognition of the fact that: the State of California has designated funds for the direct compensation of persons who provide health care services in Skilled Nursing Facilities; the monies involved derive directly from the State of California and not from the funds of the City and County of San Francisco; the State of California seeks to provide "pass through" compensation for health care employees who are assigned to skilled nursing facilities for which the City and County receives funds through the State of California pursuant to the provisions of Welfare and Institutions Code Section 14110 et seq.; the state law requires an "August 1 to July 31" window period for determining compliance with the "pass through;" and that the law requires the City to repay such monies plus a 10% penalty should the City fail to comply:
321. For fiscal years 2000-2001, 2001-2002, 2002-2003 and 2003-2004 through the pay period closest to but not earlier than March 31, 2004, the parties have agreed to implement an on-going Skilled Nursing Facility wage pass through premium to be distributed via the payroll system. The total aggregate cost of the premium paid to all eligible employees including rollup and related costs shall not exceed the amount of state funding for all eligible "pass through" compensation and related costs. The qualifying period for this compensation shall begin with the

pay period closest to, but not earlier than, August 1, 2000 and terminate July 31 of each fiscal year for which funds are available. Eligibility and the method of payment shall be made by the facility as authorized by the Welfare Institution Code. This premium shall continue only to the extent and for the time period provided by State Legislation and this MOU amendment.

322. Effective the pay period closest to April 1, 2004, and in accordance with Welfare and Institutions Code section 14110 et seq., interpretive regulations and in consultation with the State Department of Health Services, the wage pass through premium shall be discontinued and all wage pass through funds provided by the State shall be used to fund wage increases for eligible represented employees between the pay period closes to April 1, 2004 and the expiration of this Agreement.

#### Preceptor Premium

323. Nurses who are designated by the Department as a Preceptor, assigned to train health care professionals, shall be paid a five percent (5%) Preceptor differential in additional to their base pay for any hours worked during which they are assigned to perform such duties.

### **III.E. OVERTIME COMPENSATION**

*(SECTION III.E. Overtime Compensation does not apply to P103 Per Diem Nurses)*

324. Appointing officers may require employees to work longer than the normal work day or longer than the normal workweek. It is the intent of the Department to avoid mandatory overtime to the maximum extent possible, taking into consideration such factors as patient care needs and staffing. Accordingly, before requiring mandatory overtime, the Department will make every good faith effort to utilize Per Diem Nurses, voluntary overtime, registry or other appropriate licensed personnel. In situations of acute shortage where mandatory overtime would otherwise be required, the supervisor/manager may offer overtime at time and one half of base pay, plus any shift differentials, to per diem nurses who have just finished an eight or twelve hour shift. Internal per diems who opt for this overtime will not, at their request, be required to report to their next scheduled shift. Anytime worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by a nurse in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one and one-half (1-1/2) the base hourly rate which shall include a shift differential if applicable, provided that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight (8) hours in a day or eighty (80) hours per payroll period. Nurses who regularly work the night shift and who are required to

work overtime into the day shift hours shall receive the applicable shift differential for all hours worked within the day shift. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

325. If a nurse is forced to work mandatory overtime the nurse shall not be required to work more than fifteen (15) consecutive hours.
326. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half ((1-1/2), pursuant to the provisions of this MOU. The Department shall notify the Union when and if overtime funds are legally unavailable.
327. Employees occupying executive, administrative, or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked, but may be granted compensatory time off at the rate of one and one-half (1-1/2) times for time worked in excess of normal work schedules.
328. Non-"Z" designated employees who are required or suffered to work overtime shall be paid in salary unless the individual employee requests compensatory time off in lieu of paid overtime providing the request is approved by the appointing officer. Compensatory time shall be earned at the rate of time and one-half, request to receive compensatory time shall be made in writing and shall be submitted to the appointing officer or designated representative as soon as possible and in no event later than the end of the first pay period following the pay period in which the overtime was worked. In lieu compensatory time off shall be taken at a time mutually agreeable to the employee and the appointing officer in the fiscal year earned subject to the following conditions:
  329. 1. If the appointing officer and the employee are unable to mutually agree on when time off shall be taken, any accrued time off shall be paid at the end of the fiscal year; or,
  330. 2. If the appointing officer and the employee mutually agree, compensatory time off may be taken during the succeeding six (6) month period following the end of the fiscal year in which the compensatory time was earned. However, if the compensatory time cannot be enjoyed by the employee in said subsequent six (6) month period, s/he shall be paid in cash.

### **III.F. OVERTIME PAYROLL**

*(SECTION III. F. Overtime Payroll does not apply to P103 Per Diem Nurses)*

331. The City and the Department agree to take necessary action in the annual budget process and through the supplemental appropriation process, if necessary, to assure that the Department's overtime account will have sufficient funds to pay nurses' overtime and holiday pay throughout the fiscal year. The Department shall forward overtime rolls to the Controller within five (5) working days of the end of the pay period in which the overtime was worked.

### **III.G. HOLIDAYS AND HOLIDAY PAY**

*(Section III.G. 1 through 8, Holidays and Holiday Pay does not apply to P103 Per Diem Nurses, except as provided in Paragraph 336.)*

332. Except as otherwise provided herein and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees: January 1, the third Monday in January (Martin Luther King, Jr.'s Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, the Day after Thanksgiving, December 25, and any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, and, three additional holidays to be taken on days selected by the employee, subject to approval of the appointing officer. Both fulltime and parttime temporary employees must complete six (6) months continuous service before receiving the additional days, provided further, that all parttime temporary employees who are not regularly scheduled, but are employed on an "as needed", irregular, intermittent or other irregular basis are ineligible for the additional days.
333. Provided, further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday, except for employees on other than Monday through Friday.
334. In the event a legal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such a preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling

on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

Holiday Compensation for Time Worked

335. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, except Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours pay for eight (8) hours worked or a proportionate amount for less than eight (8) hours worked, provided, however, that at the employee's request and with the approval of the appointing officer s/he may be granted compensatory time off in lieu of paid overtime.
336. *P-103 Per Diem Registered Nurses shall receive pay at time and one half for working on Thanksgiving Day, Christmas Day or New Year's Day. P-103 per diem registered nurses shall not earn entitlement for the legal holiday.*
337. Ten (10) and twelve (12) hour shift employees shall receive full holiday compensation for the regularly scheduled shift worked on a holiday.
338. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one and one-half times for work on the holiday.
339. Management shall notify nurses of their need to request floating holidays and in lieu holidays on or before February 1. Nurses must request such holidays by March 1 of each fiscal year. Floating holidays and in lieu holidays will be assigned by the Department if not scheduled in accordance with these provisions.
340. Holidays for Employees on Work Schedules Other Than Monday Through Friday  
Employees assigned to seven (7) day operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.

341. If the provisions of this section deprive an employee of the same number of holidays than an employee receives who works Monday through Friday, s/he shall be granted additional days off equal to such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.
342. The following provision only affects holidays if a holiday falls on regularly scheduled days off and another day in lieu is granted:
343. 1. In lieu holidays shall be requested within thirty (30) days before or after the holiday is earned, and must be taken with the fiscal year;
344. 2. The request for in lieu time off must be submitted for the approval of the Director of Nursing or designated management representative two (2) weeks in advance of the day requested.
345. 3. In lieu days will be assigned by the Department if not scheduled in accordance with the procedures described herein.

Holiday Pay for Employees Laid Off

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

Employees Not Eligible for Holiday Compensation

347. Except as provided for in paragraph 335 (Holiday Compensation for Time Worked) persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period or persons employed on an intermittent part-time work schedule (not regularly scheduled) or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

Part-time Employees Eligible for Holidays

348. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
349. Regular fulltime employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period; therefore, parttime employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ration of 1/10 of the total hours regularly worked in a biweekly pay period. Holiday time



off shall be determined by calculating 1/10 of the hours worked by the parttime employee in the biweekly pay period immediately preceding the pay period in which the holiday falls. The compensation of holiday time off shall be rounded to the nearest hour.

350. The proportionate amount of holiday time off shall be taken the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.
351. Except as set forth in the Employees Not Eligible for Holiday Compensation provision, employees who work on a holiday shall be entitled to Holiday Pay (HP) for all hours worked.

Holiday Scheduling

352. The Department will use its best efforts to grant each Registered Nurse qualifying for paid holidays, Christmas or New Years off. The Department will guarantee one of the three, Thanksgiving, Christmas or New Years off. If a nurse works both Christmas and New Years, s/he has the option of having his/her regular day off before or after the holidays, unless the day requested is a Saturday or Sunday. Employees exercising this option shall waive the provisions of the Consecutive Work Days paragraph.
353. Nurses who work twelve hour shifts shall receive holiday pay for Christmas and New Year's for the period commencing at 7:00 p.m. on the eve of the holiday.
354. The Department will use its best efforts to grant the nurse his or her first choice in accordance with seniority. Regardless of seniority, a nurse will be guaranteed his or her first choice at least once every three (3) years.

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

*(SECTION III. H Salary Step Plan and Salary Adjustments does not apply to P103 Per Diem Nurses)*

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

Promotive Appointment in a Higher Class

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

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

Provisional to Promotive

359. A provisional appointee who accepts appointment to a promotive position from a regular eligible list shall have his/her salary in the promotive appointment based on the salary in his/her regular civil service next lower rank position from which s/he gained promotive eligibility, except as herein provided.
360. If the following conditions are met, the salary in the promotive appointment shall be not less than the salary received under provisional appointment:
361. 1. That the nurse was serving under provisional appointment for at least six (6) months immediately prior to accepting such regular promotive appointment.
362. 2. That the nurse received a salary above the entrance rate of the compensation schedule in the provisional appointment.
363. 3. That if the salary steps in the limited tenure class and the regular promotional class do not match, the nurse shall be advanced to the salary step in the compensation schedule nearest that received in the provisional appointment.
364. 4. Further increments in the compensation range in the regular promotive class shall be based on the date of permanent appointment to the regular promotional appointment.

Nonpromotive Appointment

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

366. When such employee accepts a nonpromotive appointment in a classification having the same salary range, or a lower salary range, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary range. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

Appointment Above Entrance Rate

367. Appointments may be made by an Appointing Officer at Step 1-6 of the salary grade under the following conditions:

368. 1. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.

369. 2. Loss of compensation would result if appointee accepts position at the normal step.

370. 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;

371. 4. The appointee possesses special experience, qualifications and/or skills which, in the appointing officer's opinion, warrants appointments above the entrance rate; and

372. 5. The Controller certifies that funds are available.

373. Appointments at steps requiring seven-and-one-half (7.5) or ten-and-one-half (10.5) 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.

374. 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.

Determination of Pay for Position Formerly Exempt

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

Appointive Position

376. A nurse who holds an appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another appointive position with the same or lesser salary range, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Civil Service Commission.

Reappointment with Six (6) Months

377. A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

Compensation Adjustments

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

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

380. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives through salary standardization a salary range higher than the salary range of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to

an employee who was promoted from such lower class equivalent to the salary s/he would have received had s/he remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Department of Human Resources rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer of promotion from his/her current classification or refused an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

381. The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which s/he is otherwise qualified, and which has a compensation schedule higher than the protected salary of the employee.
382. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this ordinance, provided that the salary shall not be less than the same step in the salary range the employee received in the immediately prior temporary appointment.
383. A temporary employee certified from a regular civil service entrance list who has completed six (6) months or more of temporary employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary schedule and to successive steps upon completion of the six (6) months or one (1) year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.
384. Permanent employee working under provisional appointment in other classifications or temporary appointments from eligible lists in other classifications shall have their salary adjusted in the provisional or temporary class when such employees reach their salary anniversary date in their permanent class.

Compensation Upon Transfer or Reemployment

385. An employee transferred in accordance with Civil Service Commission rules from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further

increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

386. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid a salary which included credit for actual time served, either permanent or temporary, in the class prior to the layoff.
387. An employee who has completed the probationary period in a promotive appointment that is two or more steps in an occupational series than the permanent position from which promoted who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if increments shall be based upon the increment anniversary date that would have applied in the higher classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
388. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formally held on a permanent basis shall enter the new classification at the salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the employee will enter at the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary range of the new position.
389. Notwithstanding any of the other provisions of this ordinance, no employee working in a federally funded position shall be paid at a rate less than the established federal minimum wage if that is a condition upon receipt of the federal funds.

### **III.I. CHANGE IN STATUS**

390. When a permanent nurse changes status from regular staff nurse (Class 2320) to Per Diem Nurse (Class P103), the nurse shall be appointed to the corresponding P-103 salary step.
- Dual Status Nurses
391. 2320 Registered Nurses who are also employed as Per Diem nurses shall be appointed to the corresponding P-103 salary step.

392. When a 2320 Registered Nurse receives a salary increment in the 2320 salary grade, she/he shall receive the corresponding P-103 salary increment.

### **III.J. SENIORITY INCREMENTS**

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

#### Entry at the First Step

393. Registered Nurses appointed at Step One shall advance to the second step upon completion of six months 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 Nurses shall advance to Step Six upon completion of two years of service at Step Five. Registered Nurses shall advance to Step Seven (once implemented) after two years of service at Step Six or seven and one half years of City service, whichever occurs first, and shall advance to Step Eight after three years of service at Step Seven or ten and one half years of City service, whichever occurs first.

#### Entry at Other Than First Step

394. 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 Step Seven (once implemented) after two years of service at Step Six or seven and one half years of City service, whichever occurs first, and shall advance to Step Eight after three years of service at Step Seven or ten and one half years of City service, whichever occurs first.
395. 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 Step Seven (once implemented) after two years of service at Step Six or seven and one half years of City service, whichever occurs first, and shall advance to Step Eight after three years of service at Step Seven or ten and one half years of City service, whichever occurs first.

#### Date Increment Due

396. 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

397. 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, 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 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.

Step Advancement for External P103 Per Diem Nurses

398. *Per Diem nurses who have completed one year of service or 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.*
399. *Advancement to step 7 (once implemented), 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.*
400. *Advancement to step 8 (once implemented), 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.*

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

*(SECTION III. K. Seniority and Shift Assignment/Staff Nurses does not apply to P103 Per Diem Nurses)*

Seniority Defined

401. Seniority shall be defined as the length of continuous service in the same classification for the Department of Public Health.

Seniority for Purposes of Layoff

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



Seniority for Purposes of Shift Assignment

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

Guidelines for Shift Changes for Worksites with Multiple Shifts

404. First, by agreement among the nurses on the unit. If one nurse wants to change his/her shift, and the others agree, they shall be able to implement the change with the agreement of their immediate supervisor.
405. Second, by seniority on the unit. The nurses with least seniority provided they have adequate experience and ability, will change their shift if none of the others want to make such a change.
406. Shift assignments for a particular nurse may be changed without regard to seniority in accordance with the Developmental Plans provision of this Agreement.
407. Any deviation from these guidelines shall be a grievable matter.

Twelve (12) Hour Shifts

408. Registered Nurses on an individual basis may agree to work a twelve (12) hour shift and thereby accumulate compensatory time at the rate of time and one-half (1-1/2) only for the time worked in excess of eighty (80) and less than eighty-four (84) hours in a biweekly pay period. However, such agreement shall be effective only in those units where the Senior Hospital Associate Administrator, Nurse Manager and the Unit (i.e., a majority of RN's employed in the unit) agree to establishment of a twelve (12) hour shift.

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

409. Before implementing new twelve (12) hour shift staffing patterns on units where regular eight (8) hours were in effect prior to the effective date of this MOU, SFGH and the Union will follow the following procedures:
410. 1. Nursing Administration and the Union will agree upon a date for a meeting of all regular full - and part-time nurses on the affected nursing unit to discuss the implementation of a twelve (12) hour shift staffing pattern for that unit. A representative of the Union shall attend and participate in the discussion.

411. 2. Within seven (7) calendar days of the discussion meeting, Nursing Administration and the Union will agree upon a time for a secret ballot vote by all regular full- and part-time nurses on the affected unit. In no event will the vote be scheduled more than 14 calendar days after the meeting referenced in #1 above. The wording of the ballot will be subject to a mutual agreement between the Union and Nursing Administration. A representative of the Union will be present to assist in the vote tally. A 2/3 majority of the eligible staff voting in favor of the twelve (12) hour shift staffing pattern and agreement by the Nurse Manager of the unit and the Senior Hospital Associate Administrator will constitute approval of twelve (12) hour shift staffing for the unit.
412. 3. Provision for some nurses to work less than a twelve (12) hour shift on a unit voting in favor of the twelve (12) hour plan will be made if nursing administration, in its discretion, determines that the scheduling patterns can accommodate.
413. 4. If #3 in this section is not possible the Department shall reassign the nurse who is unwilling or unable to participate in a twelve (12) hour shift staffing pattern, to an available eight (8) hour shift vacancy for which the nurse is qualified within the Department, without regard to the provisions of Requests for Reassignments. In the event there are no eight (8) hour shift vacancies available, the nurse shall work the twelve (12) hour shift until an eight (8) hour position becomes available. If eight (8) hour shift staffing patterns are resumed in the original unit, any nurse so displaced shall be given the option to return to the unit s/he left.
414. 5. For the purposes of a twelve (12) hour shift, day shift is from 7:00 A.M. until 7:30 P.M. and night shift is from 7:00 P.M. until 7:30 A.M. unless a different starting time is established based on the needs of a particular unit. Shift assignment will be based on seniority.
415. 6. A new vote will be held, upon request of 33% of eligible Registered Nurses at any time to rescind the twelve (12) hour staffing pattern. A 2/3 majority of eligible voters shall rescind the staffing pattern.
416. The election procedure in #2 shall apply. Rescission petitions may not be filed within nine (9) months of the previous election.
417. The Union recognizes that it is management's right to assign personnel in order to provide proper patient care. The Department shall not exercise this right in an arbitrary manner. This section shall apply only to shift changes within each facility.

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

418. *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, but receive an amount in lieu of said benefits. Per Diem Nurses shall abide by the Per Diem policy of the Department. The Department agrees to notify the Union, and to meet and confer, when appropriate, regarding proposed changes in Per Diem policies.*

#### Definitions

419. 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.*
420. 2. Outside Per Diem: *A Per Diem Nurse who holds no other appointment as a Registered Nurse in the Department of Public Health.*
421. 3. Prescheduled Shifts: *Pre-scheduled shift is defined as confirmation of a specific shift assignment, for a specific day and nursing unit in accordance with established scheduling practices.*
422. 4. Short Call Shifts: *Short call assignment is defined as confirmation of a specific shift assignment in a time frame proximal (e.g., up to 48 hours before the shift) to the shift.*
423. 5. Unit: *A work unit which hires and maintains its own pools of Per Diems and maintains its own Per Diem seniority roster.*

#### **Utilization of Outside Per Diems versus Inside Per Diems**

424. *Prescheduling of P103 Per Diems in a unit will occur in the following order of preference:*
1. *Inside Per Diems whose regular RN appointment is in that unit.*
  2. *Inside Per Diems who have a regular RN appointment anywhere in DPH.*
  3. *Outside Per Diems.*

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

1. *SFGH: each nursing unit (excluding Psych.).*
2. *SFGH Department of Psychiatry: subject to different minimum qualifications.*
3. *Forensics: each jail is a separate unit.*
4. *LHH (subject to further discussions regarding separate units within LHH).*
5. *Primary Care (Hospital-based): each clinic is a separate unit.*
6. *Community Oriented Primary Care (COPC – Health Centers including Balboa Teen Clinic): All health centers together constitute one unit provided that inside per diems have preference for prescheduled per diem shifts at the health center where they are regularly employed.*
7. *Special Program for Youth*
8. *Tom Waddell Clinic*
9. *Ward 93 Opiate Treatment Outpatient Program (OTOP), SFGH*

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

1. *Inside Per Diems: First date of hire in the City in a Staff Nurse classification covered by the MOU (not date of hire as P103).*
2. *Outside Per Diems: First date of hire in current appointment anywhere in the CHN.*

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

Scheduling Procedures

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

*of seniority, each nurse then exercises seniority using the same formula, until all available shifts are preassigned.*

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

*Short Call Assignment*

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

*Cancellation*

430. *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.*
431. *2. Selected areas at SFGH have high census fluctuations, and frequent cancellations (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.*

*Per Diem Shift Cancellation*

432. *A Per Diem nurse whose shift is cancelled less than one and three-quarters hours prior to the start of the scheduled shift will be paid two (2) hours at the nurse's base rate. Each nurse will maintain one current phone number at which s/he may be reached to confirm/cancel shifts, or if not accessible at the current number the nurse must call the correct staffer for shift confirmation two hours to one and three-quarters hours prior to the scheduled shift.*
433. *A prescheduled per diem nurse who has not been cancelled and reports to work to find that s/he is no longer needed for the original assignment, will be reassigned to an area within the nurses competence and given no less than four hours' work.*

### **III.L. HEALTH INSURANCE**

#### 1. HEALTH INSURANCE

##### Dependent Health Coverage/Staff Nurses

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

#### 2. HEALTH INSURANCE /P103 PER DIEM NURSES

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

### **III.M. DENTAL INSURANCE**

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

436. The City shall provide family dental coverage to all represented employees through the term of this Agreement. Effective July 1, 2001, such coverage shall be provided through the City's Health Service System.

##### Dental Benefit Equalization

437. Represented employees who, in fiscal year 2000-2001, had received dual dental coverage under the Health Care Employers/Employees Dental Trust by virtue of the fact that their spouse or domestic partner was also a covered City employee, shall be reimbursed for any out-of-pocket dental expenses incurred since July 1, 2001 because dual coverage is not available under the City's Health Services System. Maximum coverage per employee shall not exceed \$2500 in any fiscal year.
438. This reimbursement shall cover qualifying expenses for the period July 1, 2001 through June 30, 2003.
439. Employees must submit their claims for reimbursement to the Department of Public Health, on forms provided by the City, and attach any documentation of treatment(s) and payment(s).

### **III.N. BENEFITS WHILE ON UNPAID STATUS**

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

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

### **III.O. LONG TERM DISABILITY**

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

441. The City shall provide at its own cost to employees with six (6) months continuous service (excluding per-diem nurses) a Long Term Disability (LTD) plan that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five. Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

### **III.P. RETIREMENT CONTRIBUTION**

442. The City shall pick-up the full amount of the employees' contribution to retirement.

***For informational purposes only***

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

### **III.Q. TIME OFF FOR VOTING**

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

### **III.R. LONGEVITY LEAVE**

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

445. Registered Nurses employed to work .8 FTE or more shall be granted paid longevity leave days to be taken on days selected by the employee subject to conformity with the Charter and approval of the appointing officer and not subject to carryover as follows:
446. After two (2) years' continuous permanent service, one (1) leave day.
- After five (5) years' continuous permanent service, two (2) leave days.
- After seven (7) years' continuous permanent service, four (4) leave days;
- After ten (10) years' continuous permanent service, six (6) leave days.
447. "Continuous" employment status shall resume upon return to .8 FTE status or more following a leave of absence or employment in a part-time status. In such cases, the time spent on leave or part-time status shall not be counted as service time for purposes of the Section.

### **III.S. VACATION SCHEDULING**

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

448. Except as provided herein, vacation shall be scheduled by mutual agreement of the nurse and the Department. In the event of conflicting requests from nurses, the matter shall be resolved in favor of the nurse having the greatest seniority as that term is defined herein. A nurse shall have no access to seniority for purposes of vacation bidding for the first six (6) months of a voluntary new assignment to any unit. A new assignment does not begin until specialty training is completed, but loss of access to seniority shall not be for more than one (1) year. In cases of involuntary reassignments, the department shall attempt to reasonably accommodate previously approved vacations.
449. In the event that vacation scheduling by mutual agreement is impractical due to the size of the facility or the size of the scheduling unit or other reasons, the following procedure shall apply. In a month(s) established by the Department, any nurse may submit up to three choices of preferred vacation for the subsequent twelve (12) month period. The Department shall approve such choices based on the nurse's seniority as provided herein. Regardless of seniority, a nurse will be guaranteed his or her first choice at least once every three (3) years. The



Department shall make available a list of approved vacations no later than six (6) weeks following the end of the designated month in which vacation requests were due. Any nurse who fails to submit a choice or choices or any newly hired nurse who misses the signup period shall schedule vacation by mutual agreement with the Department, provided that such mutually agreed vacation schedules shall not supersede vacation scheduled by submission.

### **III.T. CHILDCARE**

#### Dependent Care Assistance Program (DCAP)

450. The City agrees to maintain the Dependent Care Assistance Program (DCAP).
451. The Mayor and the Department of Public Health will provide technical assistance in seeking funds, developing proposals, cost estimates and developing affordable, quality child care options. Those options include: affordable on-site child care, family day care, joint legislative proposals, potential joint public and private funding sources.
452. In order to insure enhanced recruitment and retention of hospital staff and to make child care more accessible and affordable to all hospital and City employees, the City will set aside \$100,000 on July 1, 1989 and \$100,000 on subsequent anniversary dates for the term of this MOU (such funds to be cumulative) to be spent on a permanent child care project for DPH employees to be developed in coordination with the City-wide Joint Child Care Committee and the Mayor's Office on Child Care, including management and Union members for the hospitals and the Department of Public Health. Effective July 1, 2003, the monies that have been set aside for childcare from July 1, 1989 through June 30, 2003 shall be returned to the general fund and used to fund wage improvements agreed to by the parties from July 1, 2003 through June 30, 2005. Commencing July 1, 2003, subsequent monies set aside for childcare and not spent shall immediately be placed in an interest bearing account. The principal and interest shall be available to be spent for the permanent childcare project.
453. The City shall begin implementation of the mutually recommended project as soon as practical in accordance with a timeline set by the Committee. The Director of the Mayor's Office of Child Care will continue to work diligently with the child care committee to locate all possible sources of funding to enhance child care opportunities for City employees.
454. Within 90 days of the ratification of this agreement, the City agrees to designate a site for a childcare center. During the same 90 day period, the City and Union will put out a Request for Proposal for an operator for this childcare center.

455. The City also agrees to discuss with the Union increasing the contribution level to the childcare project as well as the provision of services, such as security, food, laundry, housekeeping and utilities.
456. The Director of the Department of Public Health shall by July 1, 1989 appoint one management representative and one alternate to the Joint City-wide Child Care Committee who will regularly attend all meetings.
- Child Care Referral Fair and Enhanced Referral Package
457. On or before September 30, 1989, the City shall coordinate, present and make available to departmental employees a two week child care referral fair. The Department of Public Health will appoint one person from San Francisco General Hospital and one person from Laguna Honda Hospital to work with the Joint Child Care Committee and the Mayor's Office to plan the full scope of the referral fair. The purpose of the fair shall be to inform departmental employees of child care services available near their work site or home. After the fair, an enhanced child care referral package shall be provided to departmental employees who used the referral service. An appropriate follow-up report will be issued.
458. The City agrees that two of the union members of the Childcare Study Committee established in the SEIU 790/250/535 MOU for 1985-87 may be SEIU 790 Registered Nurse bargaining unit members and that the total number of union members may be expanded from five to six. One nurse may be appointed from SFGH and one from LHH. Release time to attend committee meetings during regular work hours shall require approval of the Department and shall be based upon reasonable staffing requirements.

### **III.U. MATERNITY/CHILD CARE LEAVE**

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

459. Maternity leave is the right of every Registered Nurse in accordance with Civil Service Commission Rules. Attached for informational purposes is the Civil Service Commission Leaves of Absence Rule dealing with leaves of absence (general requirements) and sick leave.
460. The starting date for maternity leave is a decision of the Registered Nurse and her doctor.
461. The return date from maternity leave is a decision of the Registered Nurse and her doctor.
462. The Registered Nurse has the right to include vacation time in maternity leave (sick leave) and/or childcare leave.

463. In accordance with current Civil Service Commission Rules, permanent nurses who have completed the probationary period and who have one (1) or more years of continuous service in any status may be granted up to one (1) year of Child Care Leave when becoming a parent of a newly born child or legally adopted child up to the age of five (5) years. Such leave may be in addition to sick leave. Requests for Child Care Leave are subject to the approval of the Department. Denial of Child Care Leave is appealable as provided in Commission Rules.
464. When the Registered Nurse returns to work from maternity/child care leave, s/he will be reinstated in her/his original job (same location and shift) if s/he returns within six (6) months of the start date of his/her maternity/child care leave. If s/he returns past this period and loses his/her original location and shift, s/he shall have first option when an opening occurs at the original location and shift.
- Adoption
465. The City will reimburse nurses for qualified expenses for the adoption of a foster child from San Francisco County. Qualified expense shall include extraordinary expenses required to be incurred by the nurse during the first year after the adoption, subject to mutually agreed upon procedures. Reimbursement for qualified expenses shall not exceed eight thousand (8,000) dollars per adopted child. This program shall be a two-year pilot program subject to renewal by mutual agreement following evaluation of the costs of the program, the savings realized from the placement of foster children in adoptive homes, degree of participation by nurse, and other relevant factors. The parties shall develop mutually agreeable procedures to administer the pilot program. Monies to reimburse nurses for qualified expenses shall be drawn from the interest income in the child care fund.

### **III.V. REQUESTS FOR REASSIGNMENTS**

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

466. Registered Nurse vacancies in covered classifications shall be posted on designated bulletin boards at each work site and on the Nursing Vacancy Hotline, in order to provide information on current vacancies for which the Department is recruiting. The postings shall be a summary of vacant positions, which will include job title, location, qualifications and contact person.
467. Permanent Registered Nurses may at any time request reassignment to another position in their job classification. Registered Nurses requesting reassignment to another position must meet the qualifications for the position and the criteria for selection. In cases where applicants possess equal qualifications, based on selection criteria, seniority shall apply.

468. Per Diem Nurses may apply for permanent staff nurse appointments to available vacancies, provided they meet the qualifications for the position and the criteria for selection. Per Diem Nurses must pass the Civil Service examination and attain eligibility on an eligible list in order to receive a permanent appointment.
469. When filling vacant nursing positions, the Department agrees to give first priority to permanent Registered Nurses requesting reassignment, and second priority to Per Diem Nurses applying for permanent appointment, subject to the job qualifications and selection criteria described above. The Department agrees to retrain permanent Registered Nurses who request and who are accepted for reassignment.
470. The Monitoring Committee shall review and make recommendations on matters concerning inter/intradepartmental reassignments. This review shall include a quarterly summary of position vacancy announcements on the Hotline.
471. Temporary reassignments may be made pending permanent assignments in order to provide proper care.
472. This provision does not supersede the provisions of Seniority and Shift Assignment/Staff Nurses.
473. At San Francisco General Hospital, the bulletin board will be in close proximity to the hospital cafeteria. At Laguna Honda Hospital, the bulletin board will be in close proximity to the Nursing Office. At all other facilities, the location of the bulletin board will be accessible to all nursing staff.

### **III.W. MUNICIPAL RAILWAY PASSES**

#### 1. Staff Nurses

474. The City agrees to attempt to obtain Municipal Railway passes from the Public Utilities Commission to be supplied to department heads. Department heads who have employees who are required to move from one City location to another during normal working hours shall be entitled to obtain sufficient Municipal Railway passes distribute to employees as needed. It is understood that these passes are to be used by employees only during normal working hours and while on City business.
475. The City will investigate participation in a commuter check program.

#### 2. Per Diem Nurses

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

### **III.X UNIFORM ALLOWANCE FOR DEPT OF PUBLIC HEALTH EMPLOYEES**

#### 1. Staff Nurses

477. Registered Nurses, excluding "as needed" nurses, who are required according to policy to wear and supply their own uniforms in the course of their duties and are employed on September 1 of the years covered by this Agreement shall be paid an annual uniform allowance of Two Hundred Twenty-Five Dollars (\$225.00); and, in the case of wearing and supplying lab coats or smocks, One Hundred Seventy-Five Dollars (\$175.00) no later than December 1 of each year. Nurses must have worked at least six (6) months during the preceding calendar year to be eligible for the uniform allowance on December 1.

478. Registered Nurses who work in Nursing Units where scrub clothes are required and provided by the Department (such as but not limited to OR, PAR, Nursery, and Labor & Delivery) shall be reimbursed One Hundred Seventy-Five Dollars (\$175.00) for wearing and supplying their own lab coats. Registered nurses assigned to the emergency room at SFGH shall, at their option, be provided scrub clothes by the Department. Nurses electing to wear Department-provided scrub clothes shall receive an annual uniform allowance of one hundred Seventy-Five dollars (\$175.00) per year for wearing and supplying lab coats and smocks. Extra scrubs shall be available for nurses whose uniforms are soiled by body substances.

#### 2. Per Diem Nurses

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

### **III.Y. STATE UNEMPLOYMENT AND DISABILITY INSURANCE**

#### 1. Staff Nurses

480. The City agrees to continue the enrollment of Registered Nurses covered by this MOU in the State Disability Insurance program. The payment of sick leave pursuant to the Leaves of Absence Rule of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will approximately equal, but not exceed, the regularly biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the

duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

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

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

2. Per Diem Nurses

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

**III.Z. WELLNESS PROGRAM**

484. A. Departmental Pilot Wellness Program  
Within ninety (90) days of adoption of this Agreement, the SFGH Monitoring Committee shall meet to discuss the piloting of a Wellness Program in two units at SFGH. The intent of this pilot is to determine if a Wellness Program would be economically advantageous for the Department and, if so, whether it shall be continued and expanded. The Director of Public Health shall have final approval of the program. Before any such program is implemented, the Controller shall certify that the prospective program is likely to have no net cost to the Department.

485. B. Citywide Pilot Wellness Program  
The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.

486. Effective January 3, 2004, any employee who has a 0.8 or higher FTE work schedule upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.

487. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.

Example of Calculation

SEIU LOCAL 790 (STAFF NURSE & PER DIEM)  
Memorandum of Understanding  
July 1, 2000 - June 30, 2003  
Extended through June 30, 2005

Employee A retires with 20 years of service.  
Employee A has a sick leave balance of 500 hours.  
Employee A has a base salary rate of \$25.00 per hour at the time of separation.  
Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%  
50% x 500 hours = 250 hours.  
250 hours x \$25.00 (base salary at the time of separation) = \$6,250.00

488. The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.
489. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of calculating retirement benefits.

## ARTICLE IV. TRAINING AND CAREER DEVELOPMENT

### IV.A. EDUCATIONAL OPPORTUNITIES

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

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

#### 1. Special Educational Leave for Health Personnel

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

492. The Department shall grant every Registered Nurse forty (40) hours of educational leave per fiscal year subject to the reasonable staffing requirements of the Department. Requests for educational leave are subject to approval by Nursing Administration or other appropriate administrator, and shall be submitted in writing on the proper form one (1) month in advance of the course date when possible. Approval or disapproval of requests for educational leave shall be based only on the reasonable staffing requirements of the Department. A Registered Nurse who is entitled to apply for educational leave hours but who does not apply waives them for the year. If an eligible nurse requests educational leave before May 1 of any year for a program within the guidelines provided herein and is denied such request, the nurse may carry over the amount of leave denied not to exceed ten (10) hours to the following fiscal year, provided that the total accumulated educational leave may not exceed fifty (50) hours per fiscal year. Preference for granting requests for educational leave shall be given to the employee having the earliest relicensure date. Nursing administration will seriously consider staff nurse requests for unpaid educational leave. Nurses may request the opportunity to conduct research in nursing specialty areas. The subject content of the research and the scheduling of release time shall be subject to the approval of the Department. Adequate proof indicating successful completion of the course shall be submitted to the designated supervisor, if requested, within a reasonable period (but not to exceed three months) following the end of the course. Failure to submit such requested proof shall be just cause for rescinding approval for Educational Leave and recording the nurse's time as Absent Without Leave for the period.



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

## 2. Mandatory Class Scheduling

494. Community Health Network will make every effort to schedule mandatory classes, unit-based educational classes, CPR, and other recommended classes during the nurses' 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.

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

496. Nursing Administration may assign a Registered Nurse to attend an educational course or training that is relevant to the nurse's job responsibilities inside or outside the facilities during his/her normal working hours. S/he shall be paid at his/her regular rate while so assigned. Effective July 1, 2003 through the duration of this Agreement, nurses shall use four hours (on a pro-rata basis for part-time employees) of educational leave, vacation, compensatory time or unpaid leave each fiscal year for the purpose of attending such assigned educational courses or trainings. Courses which the employee is required to attend by the Department shall be free of charge to the nurse.

## 3. Tuition Reimbursement

497. The City agrees to allocate One Hundred Thousand Dollars (\$100,000) in each fiscal year covered by this Agreement to the Tuition Reimbursement Program for nurses covered by this Agreement. The maximum annual allocation for each nurse shall be one thousand dollars (\$1,000) per fiscal year as reimbursement for courses which are CME or BRN approved, or lead to either a BSN or MSN.

498. One quarter of each year's fund will be available on the following quarterly schedule:

1st quarter - July 1 of each year  
2nd quarter - October 1 of each year  
3rd quarter - January 1 of each year  
4th quarter - April 1 of each year

499. Excess funds each quarter are rolled over to the next quarter. Any portion of funds from the fourth quarter that remain unexpended shall be rolled over to the next fiscal year.
500. Participation in said program shall be in accord with Civil Service Rule X28. Upon deletion of this Civil Service Rule, participation in the program shall be in accordance with applicable Department of Human Resources policy, except as provided as follows:
501. 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
502. 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.
503. The City shall pay for all mandatory classes. This shall not be considered part of the nurses annual tuition reimbursement allowance.
504. The Department shall establish a system by which nurses can download the tuition reimbursement application form from the DPH intranet website, and then submit it by fax.
505. 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.
506. 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.
4. Orientation and In-Service Education
507. There shall be organized Orientation and In-Service Education Programs for Registered Nurses at each facility, the contents of which shall be determined by

the nursing management of the facility; however, in-service education is a suitable subject for discussion by the Monitoring Committees.

508. In addition, if staff nurses in any facility, unit or specialty area determine that there is a need for specialized training, in-service, or skills development classes, they shall submit a written request to the Senior Hospital Associate Administrator or appropriate designee, who shall respond with thirty (30) calendar days.
509. The Orientation Program will include but not be limited to:
510. a. objectives, policies, goals and procedures of each facility.
511. b. job descriptions and responsibilities; and
512. c. information to provide adequate care to categories of patients who may be assigned to the nurse's unit and whose care requires either skills which are new to the nurse or skills so infrequently called for that periodic update/review is needed.
513. The in-service education program shall be directed towards updating knowledge and skills related to job responsibilities, and development of knowledge and skills required for new or expanded departmental programs and specialty units.
514. 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. 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.
515. The Department shall schedule in-service training so as to insure that all nurses, including float nurses, may attend.

##### 5. Developmental Plans

516. A nurse may be placed on a developmental plan when there is a demonstrated, documented departure from standards of competence, which include the skills, knowledge and behaviors specific to the performance criteria. The developmental plan shall be proposed not more than eight (8) weeks after either the Performance Appraisal or the documented incident(s) indicating such departure. The developmental plan shall include specific, measurable goals with specific time lines to completion. For implementing a developmental plan, shift assignments for a given nurse may be changed without regard to seniority for up to three months. The decision requiring a developmental plan may be appealed to the

appropriate Associate Administrator. The nurse may have, on request, a representative of choice at the appeal, which will be held no later than five (5) days before implementing the plan. The decision requiring a developmental plan shall not be subject to the grievance procedure.

6. Out of Specialty Assignments

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

7. Continuing Education

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

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

8. Registered Nurse Crosstraining Program

Purpose

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

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

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

523. c. Identification of Units  
The Department shall identify appropriate designated units in the various divisions, based on staffing needs, as potential areas for crosstraining of permanent staff for floating. The Department may develop appropriate crosstraining programs to meet the staffing needs of those units.
524. d. Enrollment in the Program  
Any permanent staff nurse covered by this MOU is eligible to apply for crosstraining. Selection of candidates for the program shall be based on their level of previous experience and basic skills and abilities specific to the receiving unit. Wherever permissible and practicable, CE units will be offered for participation in the program or portions thereof. Nurses accepted for crosstraining must agree to use his/her paid educational leave for fifty percent (50%) of the total hours spent in crosstraining and the Department will pay the nurse at his/her regular rate for the remaining fifty (50%) of the hours. Scheduling and release time for a crosstraining program shall be based on the home unit's ability to safely staff the home unit for the duration of the program, and such determination of scheduling and release time shall be at the sole discretion of the Director of Nursing or appropriate management representative. Each division shall keep a database of nurses with corresponding competencies and crosstraining for the purpose of floating.
525. e. Floating  
A nurse who has been crosstrained to another unit will be the first to float to that area in which the nurse has been crosstrained for a period of six (6) months from the completion of the program. Thereafter, the nurse will float based on inverse seniority on a rotational basis of nurses crosstrained to the receiving unit.
526. f. Program Monitoring  
The Divisional Committee shall review and make recommendations on the crosstraining programs, including but not limited to: identification of appropriate designated units, criteria for selection and release time for crosstraining.

***IV.B. TRAINING CLASSES FOR P103PER DIEM NURSES***

527. *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 Step 4 provided they have worked 1,040 hours in the previous year. DPH agrees to pay Per Diem RNs who are at Step 3 or Step 4 for attendance at yearly mandatory classes including CPR*

*equal to the hours paid to 2320 RNs, provided they worked 1,040 hours in the previous year.*

#### **IV.C. NURSING SPECIALTY AREA TRAINING**

##### **1. STAFF NURSES**

528. The Department and Union recognize the need to provide specialty training programs at San Francisco General Hospital in areas including, but not limited to: Critical Care, Emergency, Labor and Delivery, and Operating Room Nursing. Further, the Department supports criterion-based selection of program applicants. The Professional Performance Committee will recommend to Nursing Administration the selection criteria. Selection criteria will measure prerequisite skills and abilities necessary for successful completion of the specialty training program.
529. A nurse desiring placement in a specialty training program will submit a written request or application to the facilitator of the respective specialty training program, as designated by nursing administration. The nurse will be granted an interview.
530. When evaluating applicants for specialty training programs at SFGH, the Department agrees to give first priority to RN's currently working for the City and County of San Francisco, provided applicant meets qualifications and passes the test. Priority will be based first on seniority at SFGH and then on seniority elsewhere within DPH.
531. In the event that the nurse does not meet acceptance criteria, she or he will be referred to available educational courses or resource materials which would assist the nurse to upgrade skills. Recommended time frames for application to future specialty training programs will be discussed.
532. During the course of any training program at SFGH, a nurse shall have return rights to the first available vacancy on his/her former unit, shift, and position.
533. A nurse on any special assignment in the Public Health Division may return to her/his previous position consistent with the PHN Reassignment Policy.

##### **2. PER DIEM NURSES**

534. *When evaluating applicants for critical care training at SFGH, the Department agrees to give due consideration upon request to per diem nurses currently working for the City and County of San Francisco.*
535. *A per diem nurse desiring placement in the critical care training program will submit a request in writing to the facilitator of the critical care training program,*

*as designated by Nursing Administration. The nurse will be granted an interview to discuss such placement within a reasonable period of time. The interview will serve to provide the nurse with readily definable standards and criteria required in order to be accepted into the Critical Care Training Program.*

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

## ARTICLE V. WORKING CONDITIONS

### V.A. STAFFING

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

#### 1. Commitment to Staffing Levels

537. 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

538. 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 CNAs as well as with ancillary services provided by support and maintenance staff.

#### Standards of Care

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

#### a. S.F. General Hospital

540. San Francisco General Hospital Medical Center will meet or exceed standards prevailing in the community. This commitment outlines the average number of health care provider hours per patient per day (HPPD) necessary in the various clinical units to maintain needed nurse to patient care levels.

541. Health care providers include staff nurses predominantly; also per diem nurses, LVNs, LPTs and CNAs. The HPPD 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). SFGH shall maintain a ratio of Registered Nurses to Licensed Vocational Nurses which shall not be less than sixty percent (60%) RN's in Medical-Surgical units, eighty percent (80%) RN's in both 4B/"Stepdown" unit and 6C Birth Center, and all RN's in the ICU (4E), CCU (5E/R), PACU, and Nursery.

542. Actual HPPDs and nurse to patient ratios will be recorded on a daily basis and reviewed each week to establish actual HPPDs and nurse to patient



ratios for that week. This information will be given to the monitoring committee.

543. Section III.L. lists the specific HPPDs by unit. The HPPDs for various nursing units of the hospital are as follows:

Medical-Surgical

544. - Medical-Surgical: 6.0 to 7.0 HPPD (3.6 to 3.7 patients per care provider)
545. Critical Care: 21.0 HPPD (1.14 to 1.33 patients per care provider)
546. - Unit 4B - Step Down: 10.0 HPPD (2.5 to 2.6 patients per care provider)

Maternal/Child

547. - Pediatric: 7.0 HPPD (3.44 patients per care)
548. - PACU: PACU Standards recommend that two registered nurses who are competent in Phase I Post Anesthesia Nursing be present whenever a patient is recovering in Phase I. To the extent possible, SFGHMC will maintain no less than two such nurses in PACU. This may require the floating of cross-trained ICU staff particularly on weekends, nights and holidays. Staffing will be based on criteria which address 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. Basic levels are:

Monday – Friday:	7A – 7P:	Two (2) twelve-hour RN’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
	7P – 7A:	Two (2) twelve-hour RN’s.
Weekend/Holidays:	7A – 7P:	Two (2) twelve-hour RN’s
	7P – 7A:	Two (2) twelve-hour RN’s

Use of the PACU for non-surgical patient placement will be a subject for unit-based CQI review, with recommendations for placement patterns.

549. - Nursery (Well-Baby, Observation, SICN): 7.0 to 24.0 HPPD (4.0 to 1.0 patients per care provider) Nursery staff will determine patient acuity based on clinical needs. Each patient will be assigned to a Care Level based on these needs. 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)

550. - Birthing Center - The Birthing Center has a fixed (base) standard of five (5) RN's per shift; postpartum care offers 6.2 HPPD (2.7 to 3.0 patients per care provider).

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

6 RN's, 1 LVN, and 1 ORT    Day and Evening Shifts        7A-11:30P  
 5 RN's, 1 LVN, and 1 ORT    Night Shift                                11P-7:30A

Two hours before the end of each shift, nurses will determine the acuity. If the acuity tool calls for less than the above baseline(s), one scheduled RN may be offered standby. Based on the acuity and census, as calculated through the present acuity system, staffing baselines will be increased to acuity needs when warranted.

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

Psychiatric

551. - Psychiatry, including 6B, 7A, 7B, 7C and 7L: 6.15 to 7.0 HPPD (2.75 to 3.7 patients per care provider) The City will maintain a ratio of sixty percent (60%) RN staffing to forty percent (40%) LPT/LVN staffing. Between the hours of 11:00 p.m. and 7:30 a.m., minimum scheduled staffing will be three licensed staff, including one RN, on the twenty-one and twenty-two bed inpatient units. 7L will maintain staffing of at least two staff, with a minimum of one (1) RN, on the 11 p.m. – 7:30 a.m. shift.

552. Actual HPPDs and nurse to patient ratios will be recorded on a daily basis and reviewed each week to establish actual HPPDs and nurse to patient ratios for that week. This information will be given to the Monitoring Committee.
553. The HPPD will be revised, if necessary, based upon clinical experience.

#### Psychiatric Emergency Service Staffing

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

555. The fixed staffing standard will be:

##### Monday-Friday

Day Shift: Four (4) RN's, One (1) Psychiatric Social Worker and two (2) LPT's

Evenings: Four (4) RN's, One (1) Psychiatric Social Worker and two (2) LPT's

Nights: Three (3) RN's and two (2) LPT's

##### Weekends and Holidays

Day Shift: Four (4) RN's and two (2) LPT's

Evenings: Four (4) RN's and two (2) LPT's

Nights: Three (3) RN's and two (2) LPT's

Staffing will be maintained at a ratio of sixty percent (60%) RN's to forty percent (40%) LPT's/LVN's.

4P Detox – Fixed staffing standard will be: one (1) RN and one (1) LVN/LPT for 7:00 a.m. – 7:30 p.m. and 7:00 p.m. – 7:30 a.m.

556. 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 to request additional staff when patient acuity or census requires staffing increases.

557. 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.

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

SFGH Emergency Department

559. 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.
560. In order to insure quality nursing care and a safe environment for patients and staff in the Emergency Department, the following nurse staffing guidelines will be observed:
561. Staffing will be in accordance with the current Emergency Department Staffing Distribution Model (dated 8/99). Changes in the model will be subject to discussion in Monitoring Committee, prior to implementation.
562. ED staffing and patient load documentation will be presented and reviewed by the SFGH Monitoring Committee.
563. 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 multicasualty incident or of simultaneous individual traumatic events, the above guidelines may be temporarily relaxed.

Charge Nurses on Day Shift

564. 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

565. 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.

566. 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.

Evaluation of Staffing Methodology

567. 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.

568. 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.

569. It is the goal of the Department to staff unit 7D with two (2) licensed nurses, one of whom must be a registered nurse, every shift. However, when the census is below 5, the second staff person may be CNA.

b. Laguna Honda Hospital

570. The Nurse Manager is not included in the HPPD standards for Laguna Honda care units.

571. Staffing for Laguna Honda Hospital will be based on HPPD derived from the Day, PM and AM staffing worksheet (dated 2/5/00). The City agrees to provide both the HPPD/Staffing formula, the HPPD ranges per unit and the Core Staffing Grid (which reflects HPPD staffing at the midpoint). Daily staffing levels will be averaged on a weekly basis, broken down by each unit, and reported to the LHH Monitoring Committee, which shall meet on a monthly basis. These discussions of staffing levels by unit will provide a basis for setting minimum staffing and adjusting for changes in acuity.

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

573. HPPD Formula:

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

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

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

c. Forensic Services

574. The standards of care at County Jail #1 are set and maintained at the level described in the Federal Consent Decree (Stone et al. vs. CCSF, 1982) and the City's Compliance Plan will be placed at each jail facility medical area.

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

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

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

	Monday-Friday	Weekends-Holidays
County Jail #1	104 Hours	92 Hours
County Jail #2	80 Hours	64 Hours
County Jail #3	120 Hours	80 Hours
County Jail #7	76 Hours	64 Hours
County Jail #8	180 Hours	168 Hours
County Jail #9	72 Hours	72 Hours

578. Levels of direct care stated herein are not validated by the Union.

579. In the event new positions are added by court order, the number of direct care hours stated herein shall be adjusted accordingly to reflect the court order.

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

d. Community Public Health Services and Mental Health

581. Nurses within Community Public Health and mental health services shall prioritize nursing duties based on staffing levels, consistent with directions of nursing management.

582. Management and staff shall meet to discuss additional assignments and new responsibilities prior to implementation.

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

	Monday-Friday	Weekends-Holidays
Youth Guidance Center	64 Hours	48 Hours
Log Cabin Ranch School		

e. Tom Waddell Clinic

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

f. Mental Health Rehabilitation Facility

585. Minimum allowable MHRF staffing levels for the day and evening shifts are one (1) RN per floor (one RN per 41 patients on the first floor, and one RN per sixty patients on each of the second and third floors).

586. The City commits to maintain MHRF staffing at higher levels; to the extent of our ability, day and evening shift RN staffing at the MHRF shall be:

1 North - Two (2) RNs on each of the day and evening shifts

2 North, 2 South, 3 North and 3 South - These four units will each have one (1) RN on each of the day and evening shifts

g. Health at Home

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

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

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

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

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

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

h. Filling of Positions

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

592. At SFGH and LHH the current hiring process used for RN hiring will be expanded to the hiring of Licensed Vocational Nurses and Licensed Psychiatric Technicians, in order to enhance expedited employment of health care providers.

i. Overtime

593. Staffing of nursing units will be done so as to ensure that nurses are not required to work excessive amounts of overtime. The Union/Management Staffing Committee will monitor the use of overtime.

j. Dispute Resolution

594. The Staffing provisions and its appendices shall not be subject to the grievance procedure.

595. Allegations of substantial and continuing violations of the care standards listed in this section or appendices and alleged violation of Section V.A.2. Staffing not related to standards of care will be resolved as follows:

Step I:

596. Allegations submitted to the administrator of the facility (SFGH Executive Director, LHH Executive Administrator, Deputy Director for Community Health Programs, Deputy Director for Mental Health Programs). The administrator of the facility will submit the plan of correction to the monitoring committee for evaluation and recommendation prior to the administrator's formal submission of the plan of correction.



597. Step II:  
If after monitoring committee evaluation, the union believes the plan is not satisfactory, it will submit its specific objections to the Director of Health for evaluation and action as appropriate, who shall, in turn, submit a revised plan of correction.

598. Step III:  
If after monitoring committee evaluation, the union believes the plan is still not satisfactory, and/or the alleged violation is unresolved, the union shall submit it to an advisory panel made up of a representative of nursing management, a representative of the union, and a mutually agreeable third party neutral. The advisory panel shall (1) review the Director of Health's resolution in light of the union's specific objections; and (2) submit findings and a specific recommendation for action to the Mayor who shall make the final determination within thirty calendar days.

599. There shall be ten working days between each step.

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

**V.B. HOURS PER PATIENT DAY (HPPD)**

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

601. San Francisco General Hospital  
In order to fully understand the numbers below, it should be noted that because of the differences in patient acuity, the acceptable variance in HPPDs in intensive care units is 1.0 and in non- intensive care units is 0.4. The acceptable range will be applied when calculating the actual HPPDs.

602. Medical-Surgical Units

4B	9.0*
4D	6.5
5A	6.8
5C	6.5
5D	6.5
4E	21.0
5E	21.0
5R	21.0
7D	6.5

\*(See Section V.A.2.)

Maternal Child Nursing Units

603.

6A	6.75
6H (Nursery)	7.0
6H (Intensive Care Nursery)	24.0
Birthing Center (L&D) Fixed Standard: 5 RNs/Shift	
Birthing Center (PP)	6.2

Skilled Nursing Facility

604.

4A	4.5
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Psychiatric Units

605.

6B	6.15
7A	6.20
7B	6.7
7C	6.15
7L	7.0

606.

The following are the standard hours per patient day (HPPDs) on each nursing unit at LHH to be monitored on a biweekly basis effective 10/1/89. LHH agrees to maintain the June 5, 1989 staffing level until October 1, 1989.

Laguna Honda Hospital

607.

The health care providers included in these calculations are: registered nurses; licensed vocational nurses and certified nursing assistants. Each of these health care providers is counted as one for the purposes of these calculations.

Acute Medicine: 6 HPPD

Acute Rehabilitation: 4-5 HPPD

hospice: 5-6 HPPD

Main Admissions M-5: 3.63 to 4.36 HPPD on weekdays  
3.25 to 3.50 HPPD on weekends and holidays

Nursing Units 0-6, L-5, F-5, K-7, F-4, E-5, E-6, D-6, O-7, F-6  
3.28 to 4.03 HPPD on weekdays  
3.00 to 3.28 HPPD on weekends and holidays

Nursing Units G-5, D-5, M-6, K-5, E-4, O-4  
3.50 to 4.04 HPPD on weekdays

	3.00 to 3.23 HPPD on weekends and holidays
Nursing Units C-3, C-4, O-5, G-3, G-6, D-4	3.23 to 3.77 HPPD on weekdays
	3.00 to 3.23 HPPD on weekends and holidays
W-300 and E-300:	3.77 to 4.22 HPPD on weekdays
	3.00 to 3.33 HPPD on weekends and holidays
Nursing Units L-6, K-6, L-7, D-3, E-3, G-4	2.73 to 3.23 HPPD on weekdays
	2.23 to 2.73 HPPD on weekends and holidays
Nursing Units E-100, W-100, E-200, W-200	2.59 to 2.81 HPPD on weekdays
	2.00 to 2.59 HPPD on weekends and holidays
Nursing Units South 200 and 300	1.73 to 1.86 HPPD on weekdays
	1.2 HPPD on weekends and holidays

**Community Health Network of San Francisco  
San Francisco General Hospital**

**Emergency Department  
Staffing Distribution Model**

<b>RN</b>	<b>7A</b>	<b>3P</b>	<b>11P</b>	<b>7A</b>	<b>3P</b>	<b>11P</b>	<b>ED Tech</b>
Charge	1	1	1				
Flow	1	1	1			-	-
Med Screening	1/2	2	1	1	1	1	Main Desk
Zone 1	4/5	5	5 (1 in acuity)	1 Tech 1 UC	1 Tech 1 UC	1 Tech 1 UC	Zone 1
Zone 2	1	1	1	1 Tech	1 Tech	1 Tech	Zone 2
Zone 3	1	1	1	0	1 Tech	1 Tech	Zone 3
Zone 2-3 Acuity	1	1	1	1	1	1	Zone 2-3 UC
Zone 4	1/2	2	0	1 Tech 1 UC	1 Tech 1 UC	0	Zone 4
DC CTR	1	1	1 (pedi)				
<b>Total</b>	<b>13.5</b>	<b>15</b>	<b>12</b>	<b>7</b>	<b>8</b>	<b>6</b>	<b>Total</b>
# of staff by shift start time	12/15	15	12	7	8	6	# of staff by shift start time

Revised 6/94, 12/96, 1/97, 8/99

**LAGUNA HONDA HOSPITAL  
BED CAPACITY**

ACUTE: 16	MAIN BLDG: 988
SNF: <u>972</u>	CLAR. HALL: <u>162</u>
MAIN BLDG: 988	TOTAL CAPACITY: <u>1150</u>

ACUTE:	M-7	-	10 (2 Isol.)
Total = 16	L-4	-	6

SNF (Main):	C-2	-	26 (Hospice)	L-4S	-	20	E-6	-	31
Total = 972	C-3	-	30	O-4	-	29 AIDS	F-6	-	31
	D-3	-	28	D-5	-	28	G-6	-	28 (Isol.)
	E-3	-	28	E-5	-	28	K-6	-	34
	F-3	-	31 (Exchange)	F-5	-	33	L-6	-	33
	G-3	-	27	G-5*	-	28 (1 Isol.)	M-6	-	31
	C-4*	-	32	K-5	-	33	O-6	-	34
	D-4	-	28	L-5	-	34	K-7	-	35
	E-4	-	30	M-5	-	29 ADM.	L-7	-	30
	F-4	-	32	O-5	-	29	M-7S	-	16
	G-4	-	26	D-6*	-	29 (Isol.)	O-7	-	31

\*Units with 26 beds in open ward

SNF (C. HALL)	E-100	-	19	W-100	-	19	S-200	-	26
TOTAL = 162	E-200	-	18	W-200	-	18	S-300	-	26
	E-300	-	18	W-300	-	18			

ISOL:	<b>D-6</b>			M-7 (Acute)
	G-6			M-7 (Acute)
	G-6			
	G-5			

REVISED 5/4/00 inc. 5/5/00 changes

SEIU LOCAL 790 (STAFF NURSE & PER DIEM)  
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# DAY SHIFT STAFFING WORK SHEET

Date 5/26/2000

<u>Staff</u>	<u>Census</u>	<u>M-W-F</u>	<u>1 RN - 3 CNA</u>
O-4	5 RN	<u>3 R.N. - 4 C.N.A.</u>	M-7S 16
L-4		C-2	<u>Clarendon Hall</u>
M-5	4 RN	<u>*2 R.N. - 5 C.N.A.</u>	<u>1 RN + LVN + 2.5 CNA</u>
M-7		D-3 28	E-100 19
<u>*2 RN - 6 CNA</u>		E-3 28	W-100 19
C-3	30	F-3 31 (exchange)	E-200 18
F-4	32	G-3 27	W-200 18
F-5	32	C-4 32	<u>1 RN + LVN + 2.5 CNA</u>
K-5	33	D-4 28	S-200 26
L-5	34	E-4 30	S-300 26
E-6	31	G-4 26	<u>1 RN + LVN + 3 CNA</u>
F-6	31	D-5 28	E-300 18
-6	34	E-5 28	W-300 18
L-6	33	*G-5 28 (1 isol.)	
M-6	31	O-5 29	
O-6	34	*D-6 29 (1 isol.)	
K-7	35	G-6 29 (1 isol.)	
O-7	31	L-7 30	

\* 6 CNAs if there's isol.

\*LVN - Use as 2nd licensed nurse if 0 RN or pt. care if 0 CNA.

WARDS THAT HAVE ONE HN:

K-7	<u>2 RN + LVN + CNA</u>
M-5	Surg. Clinic
O-4 + Ward Clerk	<u>1 RN + LVN</u>
o = HN no replacement	Med. Clinic
φ = HN replaced	
‡ Reduction L-6, G-6, O-5 in that order	

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WEEKEND STAFFING

Laguna Honda Hospital

Saturday Date \_\_\_\_\_

Sunday Date \_\_\_\_\_

M-7		D-6	$\frac{1}{2}$	M-7		D-6	$\frac{1}{2}$	<u>Saturday</u> <u>Call-ins</u>
M-6	$\frac{1}{2}$	G-6	$\frac{1}{2}$	M-6	$\frac{1}{2}$	G-6	$\frac{1}{2}$	RN's ill _____
M-5	$\frac{2}{2}$	D5	$\frac{1}{2}$	M-5	$\frac{2}{2}$	D5	$\frac{1}{2}$	LVN's ill _____
O-7	$\frac{1}{2}$	G5	$\frac{1}{2}$	O-7	$\frac{1}{2}$	G5	$\frac{1}{2}$	CNA's ill _____
O-6	$\frac{1}{2}$	D-4	$\frac{1}{2}$	O-6	$\frac{1}{2}$	D-4	$\frac{1}{2}$	Other _____
O-5	$\frac{1}{2}$	G-4	$\frac{1}{2}$	O-5	$\frac{1}{2}$	G-4	$\frac{1}{2}$	<u>Sunday</u> <u>Call-ins</u>
O-4	$\frac{2}{2}$	C-4	$\frac{1}{2}$	O-4	$\frac{2}{2}$	C-4	$\frac{1}{2}$	RN's ill _____
K-7	$\frac{1}{2}$	C-3	$\frac{1}{2}$	K-7	$\frac{1}{2}$	C-3	$\frac{1}{2}$	LVN's ill _____
L-7	$\frac{1}{2}$	C-2	$\frac{1}{2}$	L-7	$\frac{1}{2}$	C-2	$\frac{1}{2}$	CNA's ill _____
L-6	$\frac{1}{1+16AM}$	D-3	$\frac{1}{1+16AM}$	L-6	$\frac{1}{1+16AM}$	D-3	$\frac{1}{1+16AM}$	Other _____
K-6	$\frac{1}{1+16AM}$	E-3	$\frac{1}{1+16AM}$	K-6	$\frac{1}{1+16AM}$	E-3	$\frac{1}{1+16AM}$	<u>Comments:</u>
L-5	$\frac{1}{2}$	F-3	$\frac{1}{1+16AM}$	L-5	$\frac{1}{2}$	F-3	$\frac{1}{1+16AM}$	
K-5	$\frac{1}{2}$	G-3	$\frac{1}{2}$	K-5	$\frac{1}{2}$	G-3	$\frac{1}{2}$	
L-4	$\frac{1}{1}$	E-100	$\frac{.5}{1}$	L-4	$\frac{1}{1}$	E-100	$\frac{.5}{1}$	
E-6	$\frac{1}{2}$	E-200	$\frac{.5}{1}$	E-6	$\frac{1}{2}$	E-200	$\frac{.5}{1}$	
F-6	$\frac{1}{2}$	E-300	$\frac{1}{1}$	F-6	$\frac{1}{2}$	E-300	$\frac{1}{1}$	
E-5	$\frac{1}{2}$	S-200	$\frac{.5}{1}$	E-5	$\frac{1}{2}$	S-200	$\frac{.5}{1}$	
F-5	$\frac{1}{2}$	S-300	$\frac{.5}{1}$	F-5	$\frac{1}{2}$	S-300	$\frac{.5}{1}$	
E-4	$\frac{1}{2}$	W-100	$\frac{.5}{1}$	E-4	$\frac{1}{2}$	W-100	$\frac{.5}{1}$	
F-4	$\frac{1}{2}$	W-200	$\frac{.5}{1}$	F-4	$\frac{1}{2}$	W-200	$\frac{.5}{1}$	
		W-300	$\frac{1}{1}$			W-300	$\frac{1}{1}$	

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**V.C. JOINT RN/DPH MONITORING COMMITTEE)**

*(Section V.C. Joint RN/DPH Monitoring Committee does not apply to P103 Per Diem Nurses)*

1. Establishment
608. Given the ongoing changes posed by state and national health care reform, it is important for DPH to maintain its commitment to a process of RN participation in a collaborative effort, including discussion, deliberation, and resolution of issues. As part of our responsibilities for providing quality health care services, the parties hereby establish a Joint Registered Nurse/Department of Public Health Monitoring Committee.
2. Purpose
609. The purpose of this committee shall be to review and make recommendations on subjects of mutual concern and interest including, but not limited to:
- Assurance of professional standards and optimal patient care.
  - Effects of re-structuring as a result of health care reform.
  - Staffing.
  - Issues of training, cross-training and in-service education.
  - Vacancies and reassignments.
  - ADO's
  - Overtime and compensatory time.
610. The impact of management decisions on quality of patient care, access to patient care, cost of patient care, employee productivity, and employee morale.
3. Committee Involvement
611. This Committee shall not be directly involved in meeting and conferring nor the handling of grievances. Grievances shall be resolved through procedures defined and described elsewhere in this MOU and under applicable City law.
4. Structure
612. The organizational structure of the Joint RN/DPH Monitoring Committee shall be as follows:

A. Department wide committee:

Membership

613. The committee shall consist of ten (10) members. Five (5) members shall represent the department. Five (5) members shall represent RNs as follows: one Forensics, two SFGH, one LHH and one CPHS/DMS. RN representatives shall be selected from the divisional committee memberships.

Meetings

614. The committee shall consist of fourteen (14) members. Seven (7) members shall represent the department. Seven (7) members shall represent RNs as follows: one Forensics, three SFGH (including one from the MHRF), one LHH and two CPHS/Mental Health/Primary Care/HAH. RN representatives shall be selected from the divisional committee memberships.

B. Divisional Committees

615. (1) Membership

The four divisional committee shall consist of the following RN membership:

- (a) Forensics: 1 (one) member from each jail
- (b) SFGH (including MHRF): 9 (nine) members
- (c) LHH: three (3) members
- (d) CPHS/Mental Health/Primary Care/HAH: 9 (nine) members

616. (2) Meetings

- (a) Forensics: one (1) per month
- (b) SFGH (including MHRF): one (1) biweekly
- (c) LHH: one (1) per month
- (d) CPHS/Mental Health/Primary Care/HAH: one (1) per month

617. (3) Divisional Committees may establish ad-hoc work groups by mutual agreement.

5. Release Time

618. RN representatives on the Joint RN/Department of Public Health Monitoring Committee shall be granted release time with pay when participating in committee meetings during their normal work schedule, subject to operational requirements. Attendance during non-work hours will be compensated as work time. The schedule of committee meetings shall be established with sufficient advance notice to accommodate operational requirements. The union shall notify

the department of the names of Registered Nurse members and changes in membership as they occur in order to be considered for release time.

## **V.D. HEALTH AND SAFETY**

### Commitment to Safe and Healthy Work Environment

619. The City acknowledges its responsibilities to provide safe and healthy work environments for City employees and users of City services. Every employee has the right to safe and healthy working conditions.

### The Department of Public Health Bloodborne Pathogen Safety Devices Committee

#### Purpose

620. The purpose of the committee is to develop and maintain a comprehensive program that reduces the risk of blood borne pathogen exposure for employees and affiliated staff working in Community Health Network (CHN) facilities. The program will integrate the evaluation and selection of the best available safety devices and the evaluation and recommendation of related user-training and work practices.

#### Composition

621. (A) The committee will contain eight members selected by CHN management and eight selected by and from labor. Labor and management may also select additional alternative representatives that may attend in the place of their designated representatives. Labor constitutes CHN staff and staff of their representative unions. The committee may request other experts to participate in committee activities; however, expert participation will be limited to an advisory capacity only.
622. (B) The committee will be co-chaired by a representative from management and a representative from labor.
623. (C) Participation on the committee or in the committee's work shall not include individuals with any past or current financial interest in or affiliation with manufacturers of engineered safety devices.

#### Scope and Authority

624. (D) The committee will report to the CHN Leadership Group (LG). Specific reporting requirements are detailed in the section on responsibilities below. The committee will have the consultation and support of the CHN LG where needed to help implement its recommendations.

625. (E) The committee will have access to all non-medically confidential information necessary to fulfill its objectives including but not limited to the OSHA 200 Log, the Sharps Injury Log, and “Needlestick Hotline” Summary Data for the CHN. The committee will obtain information on individual exposure incidents through the incident follow up conducted by the CHN Environmental Health and Safety Program.
626. (F) The committee will be responsible for establishing criteria for engineered sharps safety devices selection in the CHN. The committee will employ these established criteria to oversee and guide device evaluation processes in representative groups of frontline users and determine the preferred device for purchasing. The committee will select the single best device for each clinical practice or need. The committee will communicate its recommendations directly to the purchasing department in a method consistent with purchasing protocols. Recommendations made regarding resource allocation will follow the standard process for resource allocation in the CHN.
627. (G) The committee will identify unsafe device use practices that contribute to blood borne pathogen exposures and work with stakeholders, supervisors, and trainers to develop and promulgate alternative and safer work practices.
628. (H) The committee will identify training needs, including training frequency, content, and evaluation, required for optimum safety device use and work with stakeholders, supervisors and trainers to ensure their needs are met.
629. (I) Decisions of the committee will be made by consensus whenever possible; however, in the absence of consensus the committee may make decisions by majority vote. Issues at impasse will be brought to the Executive Administrator for CHN for resolution with an opportunity for appeal to the Director of Public Health by any committee member.
630. (J) The co-chairs of the committee will serve as CHN representatives to the six-hospital safety device committee.

Responsibilities

631. (K) The committee will operate under the standards of CHN committees and adhere to requirements set by JCAHO, California Title 22, and CAL-OSHA.
632. (L) The committee will always solicit stakeholder input in its assessments.

633. (M) The committee will meet monthly for the first year after its initiation and at least every two months thereafter.
634. (N) The committee will prepare for the CHN LG: (1) An action plan every 12 months with description of the following years priorities, objective, anticipated activities, and resource requirements. (2) A progress report every 6 months detailing progress towards objective.
635. (O) Minutes of meetings will be taken and made available to CHN staff.
636. (P) Union representatives will be granted release time during regular work hours with pay subject to operational and staffing requirements to attend committee meetings and work on committee assigned projects. The scheduling of meetings and work projects with sufficient advance notice will enhance the ability to grant release time.
637. (Q) The Labor co-chair of the committee shall be granted up to one (1) day of release time each week to do the work of the committee co-chair. This shall be in addition to the release time granted to attend committee meetings.
638. (R) The committee may assign specific work projects to one or more of its members. Participation in committee-approved work projects may occur outside of regular committee meetings. The committee will notify managers of approved work projects so that union representatives may be appropriately released or granted compensatory time off pursuant to this agreement.
639. (S) Union representative members will be granted straight-time compensatory time-off for part-time employee members and time-and-one-half compensatory time-off for full-time employee members for each hour involved in committee meetings and work projects during non-work hours.
640. No Registered Nurse shall suffer adverse action by reason of his/her refusal to perform hazardous or unsafe tasks or his/her refusal to enter unsafe or hazardous areas. When, in the best judgment of the nurse, such conditions exist, the nurse shall notify his/her supervisor, and departmental safety committee. The Board of Supervisors shall encourage departments to adopt the following policy: If a management and Union representative concur that a task or area is hazardous, the employee shall be reassigned until the hazard is eliminated. If there is no concurrence, the matter shall be submitted to the grievance procedure for resolution. Departmental Safety Committee Members' names will be posted in all nursing work areas.

641. The Department shall provide all medical personnel and health care providers with training in health and safety, including but not limited to, training on safety devices, protection against infectious diseases, handling of hazardous materials, chemical spills and use of personal protective equipment. All training will be properly documented.

642. In the event more than one administrative remedy may be available within the City and County governmental system of San Francisco, the Union shall elect one. An individual employee may exercise whatever right he or she may have under law. Notwithstanding such exercise, the Union shall not finance more than the proceeding it elects.

Information

643. The City shall provide the Union departmental lists on a monthly and cumulative annual basis containing the vital information on all work related injuries to nature of illness and injury, dates, time lost, corrective action, current status of employee, cost of injury and work location.

Alternative Assignments

*(Alternative Assignments do not apply to P103 Per Diem Nurses)*

644. The Department will make a good faith effort to return a nurse who is pregnant or who has sustained an injury or illness and whose medical provider(s) certify he or she is temporarily unable to perform specified aspects of his or her regular job duties to temporary modified duty within the employee's medical restrictions.

645. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift (including regular days off), and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift (including different days off), and/or in another department. After a period of three (3) months, the parties shall evaluate the modified duty assignment in conjunction with the employee's medical restrictions. It is understood that modified duty assignments are temporary only and that the employee will be compensated in the modified duty assignment at the employee's regular base hourly rate.

Labor Code Compliance

646. The Department shall comply with the California Labor Code, hazardous Substances Information & Training, by providing Registered Nurses with Cal-

OSHA Material Safety Data Sheet (MSDS) which relate to hazardous substances in the workplace. Nothing herein is deemed to supersede state law.

Battery Leave with Pay for Assaulted Employees

647. Consistent with Administrative Code Section 16.170, nurses shall receive leave with pay for any absences which are caused by bodily injury or illness arising out of and in the course of employment and caused by an act of violence.

648. The City shall process requests for assault pay within seven (7) working days of the injury or illness, provided that the medical provider's first report of injury is received within five (5) days of injury and that the fact of industrial injury is confirmed. The City shall expedite approved requests for assault pay. The City shall reimburse assault pay recipients for any paid leave they utilized in the interim. Disability benefits shall begin with the first day of injury.

649. Per diem nurses shall receive battery leave for the average of weekly earnings for the last six (6) months.

Traumatic Event

650. The City will make available a trained CISD (Critical Incident Stress Debriefing) person to meet with employees who experience a traumatic event during the course of employment.

Joint Labor-Management Occupational Safety and Health Committee

651. 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.

652. The goals and objectives of this committee are set forth in the "Work Plan" for the Labor-Management Occupational Safety and Health Committee attached in APPENDIX A of this MOU.

Assault Prevention

653. The Department will make good faith efforts to conduct three (3) rounds per eight (8) hour shift by Institutional Police on units 6.B., 7.A., 7.B. and 7.C. at San Francisco General Hospital.

Mandatory HIV Testing

654. Based on current scientific evidence that rigorous adherence to universal precautions and infection control procedures is the most appropriate practice to prevent infection or disease as a result of the occupational transmission of blood borne pathogens, the City shall not require mandatory testing of nurses for HIV

disease. The City continues to support voluntary anonymous and confidential testing and voluntary disclosure of HIV status.

655. A nurse who has possible blood borne pathogen exposure will have access to a twenty-four hour hotline which provides counseling, referral to immediate prophylaxis (i.e. post-exposure prophylaxis available according to established scientific standards), connection to source patient evaluation systems, and access to free confidential baseline testing. Any nurse requiring immediate medical care will be treated either by Employee Health Services (EHS) or, when EHS is closed, the SFGHMC Emergency Department. Free follow-up testing for post-exposure seroconversion will be offered at the interval(s) and duration which are uniformly clinically recommended.
656. A potentially exposed nurse will have immediate phone access to (Critical Incident Stress Debriefing) CISD services post incident. Staff will be referred to Employee Health Services for consultation following exposure.
657. Nurses with possible blood borne pathogen exposure will be informed about and given the Employee's Claim for Worker's Compensation Benefits to complete and return; the nurse's supervisor will complete/file the Employer's Report of Injury or Illness for each potential exposure reported by staff.

Reassignment Following Assault

658. The personnel division shall seek to accommodate the reassignment of the Nurse, when the Nurse and his or her physician agree that the Nurse should not return to the original work site. Upon receipt of the request for reassignment, the Personnel Officer will coordinate potential interviews for reassignment to facilitate the placement of the Nurse into a vacant Registered Nurse position (or Public Health Nurse position, if the employee is a Public Health Nurse) that is mutually agreeable to the Nurse and the unit's supervisor.

**V.E. FORENSIC DIVISION**

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

659. A non-probationary permanent registered nurse who is assigned to Forensics Services and who suffers the loss of a jail security clearance shall be reassigned to another position in the same class subject to the following conditions:
- a. the basis for revocation of the jail security clearance would not otherwise be grounds for discharge,
  - b. there are available vacant positions approved for filling, and
  - c. the nurse possesses the skills and abilities required of the position.



**V.C. THE IMPAIRED NURSE**

660. The Department and the Union recognize that alcoholism and chemical dependency are treatable diseases which may impair nurse performance on the job and affect patient care.
661. The Union and the Department will both approach the Health Service System Board to discuss (*if applicable for Per Diem*) and suggest changes in Health Care Plans, including possible treatment programs for the impaired nurse.

## ARTICLE VI. SCOPE

### VI.A. ADMINISTRATIVE PROVISIONS

#### 1. STAFF NURSES

662. Should any terms or conditions spelled out in this MOU differ from the SSO which pertains to Charter Section 8.403 for the fiscal year(s) covered by this MOU, such terms and conditions noted herein shall prevail.

#### 2. PER DIEM

663. *Should any terms or conditions spelled out in this MOU differ from the SSO for the fiscal year(s) covered by this MOU, such terms and conditions noted herein shall prevail.*

### VI.B. SCOPE OF AGREEMENT

664. The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the jurisdiction of the Board of Supervisors or the Department of Public Health and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

665. The Board of Supervisors agrees to adopt any appropriation ordinance required to fully implement the provisions of this MOU. In addition to the formal processing of such ordinance, the Employee Relations Director shall personally brief the Controller, the Mayor and the Mayor's Executive Deputy, Fiscal and Program Administration on the content of such ordinance. In the event that any one or more of the included provisions cannot be implemented for whatever reason, or a court of competent jurisdiction finds any one or more of the included provisions cannot be implemented for whatever reason, or a court of competent jurisdiction finds any one or more provisions herein to be illegal, the parties shall immediately commence meeting and conferring to determine a suitable replacement or equal dollar value, retroactive to the effective date of this Agreement, or commencing on such subsequent date when implementation of such provision is suspended, whichever is later.

**VI.C. CIVIL SERVICE COMMISSION JURISDICTION**

*(SECTION VI.C. Civil Service Commission Jurisdiction does not apply to P103 Per Diem Nurses)*

666. All matters provided in this Agreement within the jurisdiction of the Civil Service Commission are subject to approval of the Civil Service Commission and are excluded from the grievance or arbitration provisions of this Agreement.

**VI.D. SAVINGS CLAUSE**

667. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the MOU.

**VI.E. DURATION**

668. This MOU shall be in effect from July 1, 2000 through and inclusive of June 30, 2005. The parties agree that each will make every good faith effort to conclude a successor agreement on or before the expiration date noted.

669. IN WITNESS WHEREOF, the parties hereto have executed this MOU this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE CITY AND COUNTY OF  
SAN FRANCISCO

FOR THE UNION

\_\_\_\_\_  
Andrea R. Gourdine  
Director, Human Resources

\_\_\_\_\_  
Dale M. Butler  
SEIU, Local 790

\_\_\_\_\_  
Geoffrey L. Rothman  
Director, Employee Relations Division

\_\_\_\_\_

\_\_\_\_\_  
Philip A. Ginsburg  
Chief Negotiator  
City Attorney's Office

\_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS J. HERRERA,  
CITY ATTORNEY

\_\_\_\_\_  
Linda M. Ross  
Chief Labor Attorney

## **APPENDIX A: PROPOSED WORKPLAN FOR THE LABOR/MANAGEMENT OSH COMMITTEE**

This document outlines overall goals and objectives for the City-wide joint labor management occupational safety and health. The first goal is to establish the committee. Once the committee has been established and has finalized recommendations in each of the areas discussed below, this information will be presented to the Mayor. Subsequently, the Mayor will respond to the recommendations of the committee. A timetable for implementing the identified goals and objectives is attached.

### **Goal**

- 1: ESTABLISH A JOINT LABOR MANAGEMENT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE FOR THE CITY AND COUNTY OF SAN FRANCISCO**

#### OBJECTIVE 1.1

With the input from both labor and management, the Mayor will establish the structure of the joint labor/management occupational safety and health committee. This will include:

Identification of management representatives to serve on the committee.

Delegating lead role responsibility for facilitating the committee to the appropriate Department Head (DPH?).

Providing appropriate support personnel to staff the committee, or requesting City Departments to provide support staff as needed. Support staff could include certified industrial hygienists, certified safety professionals, etc..

#### OBJECTIVE 1.2

The Mayor will define the roles and responsibilities of the joint labor/management occupational safety and health committee.

#### OBJECTIVE 1.3

The Mayor will prepare a written mission statement for the committee. This mission statement will discuss the function and purpose of the committee, and will define their authority.

#### OBJECTIVE 1.4

Both labor and management will review the mission statement and scope of authority for the committee. Labor and management will recommend revisions to the mission statement as necessary for it to be mutually acceptable.

#### OBJECTIVE 1.5

The Mayor will appoint a co-chairperson for the committee (DPH?).

### **GOAL 2: EVALUATE EXISTING OCCUPATIONAL SAFETY AND HEALTH PROGRAMS WITHIN THE CITY AND COUNTY OF SAN FRANCISCO**

#### OBJECTIVE 2.1

The committee will review the actions and recommendations of the previous joint labor management occupational safety and health committee.

#### OBJECTIVE 2.2

The committee will review the general CAL OSHA rules and regulations pertaining to occupational safety and health of City employees. As needed, the committee will review specific CAL OSHA regulations which impact on occupational safety and health programs within the City and County of San Francisco.

#### OBJECTIVE 2.3

The committee will review any Memorandums of Understanding (MOU) or other contractual material which incorporates occupational safety and health requirements.

#### OBJECTIVE 2.4

The committee will produce a list of potential occupational safety and health programs within the City and County of San Francisco. Note: the presence of an item on this list does not imply that all committee members agree that this is a problem area. It merely indicates that at least one committee member believes that this is an area inquiring attention.

#### OBJECTIVE 2.5

The committee will review the present structure and staffing of occupational safety and health programs within the City and County of San Francisco.

## OBJECTIVE 2.6

The committee will review the present structure and staffing of organizations which directly impact occupational safety and health programs within the City and County of San Francisco. This would include, but not be limited to:

The Center for Municipal Occupational Safety and Health (CMOSH)

The Retirement Program/Workmen's Compensation

The St. Francis Room

The Risk Manager's Office

Toxics and Safety Services Program

## OBJECTIVE 2.7

The committee will review existing occupational injury and illness data, as well as the mechanisms used for collecting such data.

## OBJECTIVES 2.8

The committee will evaluate the City's current available level of compliance with occupational safety and health regulations. DPH safety and health staff will provide overview.

## OBJECTIVE 2.9

The committee will review all CAL-OSHA citations and inspections of City facilities conducted in the past five years.

## **GOAL 3: DEVELOP AND IMPLEMENT A WORK PLAN FOR A CITY WIDE OCCUPATIONAL HEALTH AND SAFETY PROGRAM WITHIN A SPECIFIED TIME FRAME**

### OBJECTIVE 3.1

The committee will prioritize the major issues that need to be addressed in a City-wide occupational health and safety program.

### OBJECTIVE 3.2

The committee will develop a time line for implementing a City-wide occupational health and safety program.

### OBJECTIVE 3.3

The committee will recommend appropriate staffing for a City-wide occupational safety and health program.

### OBJECTIVE 3.4

The committee will develop a proposed budget for a City-wide occupational safety and health program.

### OBJECTIVE 3.5

The committee will make specific recommendations on the amount and type(s) of occupational safety and health training needed by City employees (managers, supervisors, line workers, etc.)

## **GOAL 4: DEVELOP THE DEPARTMENTAL OCCUPATIONAL SAFETY AND HEALTH COMMITTEE STRUCTURE FOR THE CITY AND COUNTY OF SAN FRANCISCO**

### OBJECTIVE 4.1

Develop standing subcommittees of the overall joint labor management committee. Determine the membership, meeting requirements and goals for these subcommittees.

### OBJECTIVE 4.2

Determine the appropriate committee structure for departmental occupational safety and health committees including: number and type of committees required; membership, meeting requirements; goals of the committee; and departmental and other reporting relationships.

### OBJECTIVE 4.3

Determine the appropriate structure and composition for worksite safety and health committees including specification of membership, meeting frequency goals and reporting relationships.



**GOAL 5: CONDUCT OCCUPATIONAL SAFETY AND HEALTH SITE ASSESSMENTS**

OBJECTIVE 5.1

Develop a standing committee to develop priority site occupational safety and health checklist. Checklist will be the standard.

OBJECTIVE 5.2

Develop priority site inspection list. High priority site inspections will be based on predetermined criteria.

OBJECTIVE 5.3

Conduct site inspections. Purpose of inspections are to detect unsafe conditions and practices and hazardous materials and environmental factors. There are approximately 400 work sites.

OBJECTIVE 5.4

Provide written reports indicating findings and recommending suitable hazard abatement. Also included shall be updating work practices and hazard control.

OBJECTIVE 5.5

Committee will review all available safety and health data from site assessment to determine cost/effective automation.

## **INFORMATION ITEMS**

The following items are attached for information only and are not a part of the foregoing M.O.U.

Civil Service Rule 120, Leaves of Absence

Public Health Nurse Flex-Time Policy Criteria for Reassignment of Public Health Nurses

Jane Doe Stipulation

Handling of HIV+ Claims

City Attorney Letter/Jane Doe

About Your Vacation And Sick Pay Benefits

BEFORE THE WORKERS' COMPENSATION APPEALS BOARD  
OF THE STATE OF CALIFORNIA

JANE DOE #71013, ) Case No. SF0 0335097  
)  
APPLICANT ) STIPULATION AND  
vs. ) PROTECTIVE ORDER  
)  
CITY AND COUNTY OF SAN FRANCISCO,) )  
)  
DEFENDANT. )  
\_\_\_\_\_ )

THE PARTIES herein agree to the issuance of a Protective Order in accordance with the following stipulation:

1. Applicant's name, address and Social Security number shall be disclosed with reference to Case No. SFO 0335097 only as necessary to and between:

a. Deputy City Attorney Dan Maguire.

b. Brian Narlock, Claims Manager.

c. The parties acknowledge that the City Attorney and

the General Manager of the Retirement System, as the heads of their respective departments, have ultimate responsibility for the management of all workers compensation claims against the City. The City Attorney and the General Manager of the Retirement System agree that in the normal course of events they can properly manage this claim with a pseudonym and without knowing the true identity of Jane Doe.

However, the City Attorney and the General Manager of the Retirement System may have access to the true identity of Jane Doe if:

- i. there is a good faith question as to whether benefits are being improperly sought or paid, and
- ii. the identity of Jane Doe is needed to assess whether benefits are being improperly sought or paid.

If the above conditions are met the City will give applicant's counsel notice within 48 hours that the identity of Jane Doe has been provided to the City Attorney and/or the General Manager of the Retirement System.

d. The treating physicians and agreed medical experts.

e. City or State auditor inquiries will be scheduled for conference with the WCAB prior to any disclosure.

SEIU LOCAL 790 (STAFF NURSE & PER DIEM)  
Memorandum of Understanding  
July 1, 2000 - June 30, 2003  
Extended through June 30, 2005

f. The issue of Applicant's identity regarding any request to join additional defendants will be reserved for further conference and further WCAB Order.

g. Applicant recognizes that there may be personnel changes for defendant and applicant will not unreasonably withhold permission to substitute new personnel in stipulation #1 (a) and #1(b) to handle this claim. Defendant will notify applicant of any personnel changes and no penalties will accrue during applicant's delay in granting substitute personnel.

2. That portion of the claim file containing Applicant's true name and all identifying information shall be maintained under lock in the office of the Deputy City Attorney in charge of workers compensation cases and the office of the claims manager at the Workers Compensation Division of the Retirement System. No person other than those named in Stipulation #1 above shall have access to that file. Applicant's attorney shall deliver all mail in this case to the personnel and confidential attention of the Deputy City Attorney or Brian Narlock, Claims Manager.

3. Defendant shall administer Case No. SFO 0335097 using the pseudonym "Jane Doe", and all future disability payments and medical-legal examination/reports referencing Case No. SFO 0335097 shall refer to Applicant only as "Jane Doe". Defendants shall have the right to have the reporting physicians link the "Jane Doe" reports to applicant's true identity in writings which are not filed with the WCAB.

4. Applicant shall designate a Trustee for purposes of payments of disability benefits, to whom the Defendant shall make all payments due the Applicant. Once the Defendant makes a payment to the Trustee, applicant shall look solely to the trustee for these periodic payments and Defendant is fully discharged and released with respect to such payments.

5. Applicant shall execute authorizations for release to Defendant of all medical and employment records which may lead to the discovery of admissible evidence.

6. Defendant shall have the authority to subpoena records using applicant's true identity referencing a WCAB case which applicant will file as soon as possible alleging a "Hand laceration".

7. Applicant shall be responsible to assure that all requests for medical reimbursement reference WCAB Case No. SFO 0335097. Applicant and Defendant shall be independently responsible for transmitting any special billing instructions to vendors. Applicant will notify defendant in advance of any change in treating physicians. Defendant shall have the right to have vendors submit supplemental reports using Applicant's true identity to explain any medical billings.

8. Defendant shall not reference WCAB Case No. SFO 0335097 nor otherwise disclose Applicant's HIV+ antibody status in the subpoena or discovery process.

9. The parties shall make a good faith effort to submit all medical and timeloss issues to an acknowledged AIDS expert as an Agreed Medical Examiner, said expert shall be accorded full access to whatever records he or she deems necessary.

10. Applicant recognizes her obligation to cooperate with the City's investigation of this claim. Applicant will allow herself to be interviewed by Dan Maguire and will answer written interrogatories. The issue of whether it is necessary for Jane Doe to appear before a court reporter for deposition will be reserved for further conference and further WCAB order.

WHEREFORE, the parties request an Order in accordance with the foregoing Stipulation. This order shall seal this Stipulation and any other portion of WCAB file number SFO 0335097 which identifies or tends to identify the applicant.

\_\_\_\_\_  
Dan Maguire, Deputy City Attorney  
Attorney for Defendant

\_\_\_\_\_  
Patricia L. Hastings  
Attorney for Applicant

IT IS SO ORDERED:

June , 1989

\_\_\_\_\_  
ALFRED C. WILLIAMS, Judge  
WORKERS' COMPENSATION  
APPEALS BOARD

SEIU LOCAL 790 (STAFF NURSE & PER DIEM)  
Memorandum of Understanding  
July 1, 2000 - June 30, 2003  
Extended through June 30, 2005

**STATEMENT RE: Handling of HIV+ CLAIMS**

The City Attorney and General Manager of the Retirement System state categorically that in all workers compensation cases, confidentiality will be assured as required by law.

To assure confidentiality with respect to HIV+ claims, we will employ the "Jane Doe" procedure in any "Jane Doe" case arising within the next 12 months.

Thereafter, should the "Jane Doe" procedure be unworkable, alternative procedures would be discussed in advance with affected parties.

The union understands that in stating the above, the City Attorney has the sole responsibility under the Charter for handling all administrative and court proceedings. Similarly, the General Manager of the Retirement System and City Attorney have exclusive authority over workers' compensation claims handling procedures. None of the above shall be deemed to affect any authority conferred by the Charter, nor be subject to arbitration.

---

CLAIRE MURPHY  
General Manager of Retirement System

/s/ \_\_\_\_\_  
LOUISE H. RENNE  
City Attorney

**CITY AND COUNTY OF SAN FRANCISCO**

**OFFICE OF CITY ATTORNEY**

Louise H. Renne,  
City Attorney

June 26, 1989

Paul Varacalli  
240 Gold Gate Avenue  
San Francisco, CA 94102

Dear Paul:

You have asked about the meaning of the term "unworkable" in paragraph (3) of my statement regarding the handling of HIV+ claim (Statement). As we have discussed, the "Jane Doe" procedure is now untried. Therefore, many issues may arise, some of which cannot be anticipated, which would make aspects of the procedure unworkable as presently written. Potential issues could include: an unexpected number of claims affecting the City's ability to process claims appropriately, or, from the standpoint of the claimants, delays and confidentiality concerns arising from discovery procedures. The term "unworkable" does not extend to mere administrative convenience.

We have every desire to make this procedure work. As you know, our concern in making our Statement has been to make clear that the matters discussed in the Statement are not subject to meet and confer, or to arbitration. However, the confidentiality concern we address here is of such great concern to nurses--who play a critical role in the fight against AIDS--that we felt it necessary to outline our procedures for handling HIV+ claims to alleviate any concern.

Very truly yours,

LOUISE H. RENNE  
City Attorney

**CIVIL SERVICE COMMISSION RULE 120 – LEAVES OF ABSENCE  
(FOR INFORMATIONAL PURPOSES ONLY)**

**Rule 120  
Leaves of Absence**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

**Article I: Leaves of Absence - General Requirements**

**Article II: Sick Leave - General Provisions**

**Article III: Sick Leave With Pay**

**Article IV: Sick Leave Without Pay**

**Article V: Compulsory Sick Leave**

**Article VI: Disability Leave**

**Article VII: Military, War Effort and Sea Duty Leaves**

**Article VIII: Unpaid Administrative Leave or Furlough**

**Article IX: Other Leaves of Absence**

**Article X: Appeal Procedures**



# **Rule 120**

## **Leaves of Absence**

### **Article I: Leaves of Absence - General Requirements**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

#### **Sec. 120.1      Leaves of Absence - General Requirements**

**120.1.1** Leaves of absence, hereinafter referred to in this Rule as "leave," shall be governed by the provisions of this Rule. For the purpose of this Rule, "appointing officer" shall mean all elected officials; all department heads designated by the Charter as appointing officers; and all Boards and Commissions when officiating as appointing officers.

**120.1.2** Requests for leave shall be subject to the approval of the appointing officer or designee. The decision of the appointing officer or designee is final unless provision for appeal is specifically granted in this Rule. Such requests for appeal shall be processed in accordance with the appeal procedure provided in this Rule. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.

**120.1.3** Except for vacation leave, witness or jury duty leave, compulsory sick leave, disability leave or unpaid administrative leave, an employee requesting a leave for more than five (5) working days shall submit such request to the appointing officer or designee on the form prescribed by the Human Resources Director. Requests for sick leave in excess of five (5) continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed doctor of chiropractic. Verification of sick leave with pay for less than five (5) working days (seven (7) calendar days in the case of part-time employees) as provided elsewhere in this Rule shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee.

**Sec. 120.1      Leaves of Absence - General Requirements (cont.)**

- 120.1.4**      The Human Resources Director may direct that leave requests be retained in the department and maintained in a manner so as to be readily available for audit, review, or analysis by Department of Human Resources staff.
- 120.1.5**      Except as otherwise provided in these Rules, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee. An employee who does not return to work on the approved date shall be deemed as away without official leave and shall be subject to automatic resignation as provided elsewhere in these Rules.
- 120.1.6**      Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this Rule, or for authorized holiday or vacation, leaves shall be without pay.
- 120.1.7**      Refer to the Probationary Period Rule on leave during the probationary period.
- 120.1.8**      Exempt employees may be granted leaves in accordance with the provisions of this Rule. The decision of the appointing officer shall be final and not subject to appeal.
- 120.1.9**      An appointee shall not be required to sign a resignation form as a condition of approval of a leave.
- 120.1.10**      Leaves granted under this Rule shall be indicated on timerolls as designated by the Controller.
- 120.1.11**      An authorized leave granted under this Rule shall not be considered as a break in the continuous service of an employee.

# **Rule 120**

## **Leaves of Absence**

### **Article II: Sick Leave - General Provisions**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

#### **Sec. 120.2     Eligibility for Sick Leave**

Subject to the provisions of this Rule, employees and officers (hereinafter called "employees") who are absent from their duties because of illness or disability are eligible for sick leave.

#### **Sec. 120.3     Sick Leave - Exclusions from Eligibility**

This Rule shall not apply to certificated employees of the School Districts, employees under personal services contracts, elective officers, and members of Boards and Commissions.

#### **Sec. 120.4     Verification of Sick Leave**

**120.4.1** The appointing officer or designee to whom application for sick leave is made may make such independent investigation as to the necessity for sick leave as is deemed proper and may require certification for any period of sick leave, provided that the employee has been previously notified in writing that such certification for absence of less than five (5) working days shall be required.

**120.4.2** The Human Resources Director may at any time make such independent investigation as may be deemed proper regarding the illness of any person on sick leave.

#### **Sec. 120.5     Retirement Automatically Terminates Sick Leave**

Sick leave shall automatically terminate on the effective date of an employee's retirement.

**Sec. 120.6**     **Abridgment of Sick Leave**

Sick leaves granted in excess of five (5) working days may be abridged if the employee presents to the appointing officer or designee medical evidence of capability to resume all the duties of the position.

**Sec. 120.7**     **Definition of Sick Leave**

A leave granted under this Rule for one of the following reasons shall be known as "sick leave":

**120.7.1**     **Sick Leave - Medical Reasons**

Absence because of illness, including alcoholism, or injury other than illness or injury arising out of and in the course of City and County employment; absence due to illness or injury arising out of and in the course of employment is administered either under the Rules of the Retirement Board and is referred to as "disability leave" and may be supplemented as provided elsewhere in this Rule or under the provisions of this Rule and the Administrative Code for those employees injured by battery ("leave due to battery"); and absence because of medical or dental appointments.

**120.7.2**     **Sick Leave - Quarantine**

Absence during a period of quarantine established and declared by the Department of Public Health or other authority.

**120.7.3**     **Sick Leave - Bereavement**

Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however, two (2) additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

**Sec. 120.7**     **Definition of Sick Leave (cont.)**

**120.7.3**     **Sick Leave - Bereavement (cont.)**

For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

**120.7.4**     **Sick Leave - Maternity**

Absence due to the employee's pregnancy or convalescent period following childbirth. Such leave shall not exceed six (6) months provided that such leave may be extended for permanent employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this Rule governing sick leave without pay.

**120.7.5**     **Sick Leave - Illness or Medical Appointment of Child, Parent, Spouse or Registered Domestic Partner**

Absence because of the illness, injury, or medical or dental appointment of a biological or adoptive child, or child for whom the employee has parenting or child rearing responsibilities. Absence because of illness, injury or medical appointments of the employee's parent, spouse or registered domestic partner.

**120.7.6**     **Sick Leave - Compulsory**

Leave imposed by an appointing officer due to an employee's medical inability or incapacity to perform all the duties of the position as provided elsewhere in this Rule.

# **Rule 120**

## **Leaves of Absence**

### **Article III: Sick Leave with Pay**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

#### **Sec. 120.8 Sick Leave with Pay Eligibility**

**120.8.1** Sick leave with pay may be granted to employees who have earned sick leave with pay credits and who have served a total of six (6) continuous months of regularly scheduled paid service except that supplemental disability credits may be used to supplement disability indemnity payments as provided elsewhere in this Rule regardless of length of service and except that an authorized leave of absence with or without pay granted under this Rule shall not be considered as a break in the continuous service of an employee.

**120.8.2** A break in service of more than six (6) continuous months by any employee other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be canceled and eligibility for sick leave with pay must be re-established.

**120.8.3** Sick leave with pay credits will continue to accrue at the normal rate while an employee is on either furlough or voluntary unpaid time off in accordance with this Rule, for a maximum of up to ten (10) days per fiscal year for imposed furlough or twenty (20) days per fiscal year for voluntary unpaid time off.

**Sec. 120.9 Sick Leave with Pay - Maximum Accumulation of Credits**

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits for other employees, the hourly equivalent of 130 working days based on the regular daily work schedule as defined, provided that in no case may the total accumulated unused sick leave with pay credit balance exceed 1040 hours for any employee. Maximum accumulated sick leave with pay credits shall be reduced proportionately for employees entering a class or position where the regular work schedule is less than the class exiting if such employees have accumulated unused sick leave with pay credits in excess of the maximum allowable for the new class or position. Such employees shall have all such credits restored upon return to a class or position with an increased regular work schedule.

**Sec. 120.10 Sick Leave with Pay - Restrictions**

**120.10.1** Sick leave with pay is a privilege recognized by Charter and by Ordinance of the Board of Supervisors and should be requested and granted only in cases of absence because of illness which incapacitates the employee for the performance of duties or as otherwise defined in this Rule.

**120.10.2** An appointing officer or designee may require proof of incapacitation before granting sick leave with pay for any period of time and may withhold pay for failure to submit such proof provided that the employee had been previously notified in writing that such proof would be required for absences of less than five (5) working days.

**120.10.3** The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Rule shall in no way inhibit or restrict the right of an appointing officer to establish standards of attendance.

**Sec. 120.11 Prohibition Against Employment While on Sick Leave with Pay**

**120.11.1** Employees are prohibited from working in any other employment while on sick leave with pay unless, after considering the medical reason for the sick leave with pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in a secondary employment subject to the provisions of these Rules governing such employment.

**120.11.2** Violators of this section are subject to disciplinary action as provided in the Charter.

**Sec. 120.12 Calculation of Sick Leave with Pay Credits**

**120.12.1** Sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding, overtime exceeding forty (40) hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.

**Sec. 120.12 Calculation of Sick Leave with Pay Credits (cont.)**

**120.12.2** When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project shall earn sick leave with pay credits at the rate of .075 hours for each hour of regularly scheduled paid service actually worked during her/his regularly scheduled twelve hour shifts. This Rule shall apply only to those 2320 Registered Nurses who are regularly scheduled to work two 12 hour shifts on weekends in the San Francisco General Hospital Pilot Project.

**Sec. 120.13 Disbursement of Sick Leave with Pay Credits**

**120.13.1** Sick leave with pay credits shall be used and deducted at the minimum rate in units of one hour for those employees whose credits are calculated in hours.

**120.13.2** When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project, and who use sick leave during any portion of such shifts, shall be entitled to use and deduct sick leave with pay credits at the rate of 1.5 hours for each hour of such sick leave, e.g., sick leave for four (4) hours of a shift = six (6) hours sick leave with pay. The benefits of this Rule shall be available only to a 2320 Registered Nurse who is regularly scheduled to work two (2) twelve (12) hour shifts on weekends in the San Francisco General Hospital Pilot Project, and who is required to use sick leave during some of all of her/his regularly scheduled twelve (12) hour shifts on weekends during the pilot project.

**Sec. 120.14 Conversion of Sick Leave with Pay Credits from Days to Hours**

Sick leave with pay credit balances shall be converted from days to hours based on the equivalent number of hours in such employee's sick leave with pay credit balances. The equivalent number of hours shall be based on the employee's authorized normal daily work schedule in effect on the effective date of this amended Rule, except if the Human Resources Director determines that such conversion is inequitable and allows another formula to be used.

**Sec. 120.15 Employees Injured by Battery**

**120.15.1** An employee absent because of bodily injury or illness received in the course of employment and caused by an act of criminal violence shall be entitled to sick leave with pay under the provisions of the Administrative Code.



**Sec. 120.15 Employees Injured by Battery (cont.)**

- 120.15.2** Sick leave with pay under this section shall be known as "leave due to battery" and shall be subject to approval by the Human Resources Director. The Human Resources Director shall make such investigation as is deemed appropriate and may include medical examinations by a physician(s) designated by the Human Resources Director.
- 120.15.3** The decision of the Human Resources Director may be appealed to the Commission whose decision is final.
- 120.15.4** Authorized sick leave under this section shall not be charged against earned sick leave with pay credits.

**Sec. 120.16 Appeal of Denial of Sick Leave with Pay**

Denial of sick leave with pay to an appointee who is eligible and qualified for such leave is appealable as provided elsewhere in this Rule.

**Sec. 120.17 Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credits Balance**

- 120.17.1** An employee who had accumulated unused sick leave with pay credits and who had completed the service requirement on or before December 5, 1978, shall upon the effective date of retirement for service or disability, or upon the date of death, or upon the date of separation caused by industrial accident, be reimbursed for the accumulated unused sick leave with pay credit balance which had been earned on or before December 5, 1978, and not subsequently used ("vested and unused accumulated sick leave with pay credits") in accordance with the following schedule of service requirements and allowances.

<b>Schedule of Service Requirements and Allowances for Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credit Balance at the Time of Retirement, Separation Because of Accident or Death</b>	
<b>Service Requirement</b>	<b>Amount of Cash Reimbursement</b>
15 or more years of service	100%
More than 5 continuous years but less than 15 continuous years of service	50%
Up to and including 5 continuous years of service	33.3%

**Sec. 120.17    Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credits Balance (cont.)**

**120.17.2** Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be further subject to the following:

- 1) The Human Resources Director shall administer the provisions of this section.
- 2) Deduction shall be made from the unused accumulated sick leave with pay credit balance which existed on December 5, 1978, in an amount proportional to any credits used of that balance. Reimbursement shall be made only for the adjusted amount with all credits from the December 5, 1978, balance subsequently used being deducted.
- 3) Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be payable at the time of retirement, separation caused by industrial accident or death, or at a later date when so selected by the employee, but within one (1) year of such retirement, separation or death.
- 4) Reimbursement is to be computed at the base rate of pay of an employee's permanent class, at the base rate of pay of the class of a temporary or provisional employee with no permanent status, or at the base rate of pay in a temporary or provisional appointment of an employee with permanent status in another class who has held such temporary or provisional appointment continuously for one (1) or more years at the time of separation.
- 5) No reimbursement shall be made for unused sick leave with pay credits earned on or after December 6, 1978.
- 6) The enactment of this section is not intended to constitute additional compensation, nor be a part of the rate of pay of the employee, but is reimbursement for the vested and unused accumulated sick leave with pay credit balance to which an employee would have been entitled if the employee had not retired, separated due to industrial injury or died.

# **Rule 120**

## **Leaves of Absence**

### **Article IV: Sick Leave without Pay**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

#### **Sec. 120.18 Sick Leave without Pay - Eligibility**

Subject to the provisions of this section, sick leave without pay may be granted to employees who are not eligible for sick leave with pay or, subject to the approval of the appointing officer or designee, employees may choose not to use their sick leave with pay credits.

#### **Sec. 120.19 Sick Leave without Pay - Temporary and Provisional Employees**

Sick leave without pay may be granted to temporary or provisional employees. Such leave shall be renewed monthly and shall not be extended beyond three (3) calendar months except for sick leave - maternity.

#### **Sec. 120.20 Sick Leave without Pay - Permanent Employees**

- 120.20.1** Sick leave without pay may be approved for permanent employees for the period of the illness provided that requests for prolonged leave shall be renewed every three (3) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year unless the physician designated by the Human Resources Director advises that there is a reasonable probability that the employee will be able to return to employment.
- 120.20.2** If the physician designated by the Human Resources Director determines that there is no reasonable probability that the employee will be able to return to duty, the appointing officer shall have good cause for discharge.
- 120.20.3** The physician designated by the Human Resources Director may defer certification of capability for additional periods of three(3)-month intervals up to one (1) additional year.

**Sec. 120.21    Prohibition Against Employment While on Sick Leave Without Pay**

- 120.21.1** Employees are prohibited from working in any other employment when on sick leave without pay unless, after considering the medical reason for the sick leave without pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in outside employment.
  
- 120.21.2** Violators of this section are subject to disciplinary action.

# **Rule 120**

## **Leaves of Absence**

### **Article V: Compulsory Sick Leave**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

#### **Sec. 120.22    Compulsory Sick Leave**

- 120.22.1** An appointing officer or designee who has reason to believe that an employee is not medically or physically competent to perform assigned duties, and if allowed to continue in employment or return from leave may represent a risk to co-workers, the public and the employee, may require the employee to present a medical report from a physician designated by the Human Resources Director certifying the employee's medical or physical competency to perform the required duties.
  
- 120.22.2** If the employee refuses to obtain such physician's certificate or if as a result of a medical evaluation, the employee is found not to be medically or physically competent, the appointing officer or designee may place the employee on compulsory sick leave and shall immediately report such action to the Human Resources Director.
  
- 120.22.3** An employee shall remain on compulsory sick leave until such time as the employee is found to be competent to return to duty by a physician designated by the Human Resources Director, but such leave shall not exceed the maximum period of sick leave provided in this Rule.
  
- 120.22.4** The employee placed on sick leave under the provisions of this section may appeal as provided under the appeal provisions of the Medical Examination Rule.
  
- 120.22.5** An employee placed on compulsory sick leave is ineligible for employment with the City and County and shall be placed under waiver on all lists on which the employee's name appears and shall otherwise be unemployable.

# **Rule 120**

## **Leaves of Absence**

### **Article VI: Disability Leave**

Applicability: The provisions of Rule 120 apply to all officers and employees except for the Uniformed Ranks of the Police and Fire Departments or MTA Service-Critical Classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in this Rule are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical Classes as covered in Volumes II, III and IV.

#### **Sec. 120.23    Disability Leave**

- 120.23.1** Absence due to illness or injury arising out of and in the course of employment is defined as "disability leave" and is administered under the State Workers' Compensation Laws and the Rules of the Retirement Board.
- 120.23.2** An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department no later than ninety (90) days following the employee's release from disability leave, that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.
- 120.23.3** Supplemental disability credits shall be an account separate from, but equivalent to, the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.
- 120.23.4** Failure to exercise the option to supplement disability indemnity payments within ninety (90) calendar days following release from disability leave will preclude later requests.
- 120.23.5** Supplemental disability credits shall be used at the minimum rate in units of one (1) hour.
- 120.23.6** The employee's department shall submit separate timerolls to reflect this action only after the Retirement System certifies the amount of disability indemnity payment, if any, for the period.

**Sec. 120.23**    **Disability Leave (cont.)**

- 120.23.7** Salary may be paid on regular timerolls and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
- 120.23.8** When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate City fund for the amount of sick leave with pay credits charged and paid.
- 120.23.9** An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.
- 120.23.10** Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.
- 120.23.11** Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.

**Sec. 120.24**    **Use of Sick Leave with Pay Credits to Supplement State Disability Insurance**

- 120.24.1** Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one (1) hour.
- 120.24.2** SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one (1) hour provides up to, but does not exceed, the regular gross salary the employee would have received for the normal work schedule excluding overtime.

**Sec. 120.24 Use of Sick Leave with Pay Credits to Supplement State Disability Insurance (cont.)**

- 120.24.3** An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on a form prescribed by the Human Resources Director to the appointing officer or designee within seven (7) calendar days following the first (1<sup>st</sup>) date of absence.
- 120.24.4** Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.



# **Rule 120**

## **Leaves of Absence**

### **Article VII: Military, War Effort and Sea Duty Leaves**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

#### **Sec. 120.25   Military Leave**

**120.25.1** Military leave is governed by the provisions of applicable Federal and State laws, by Charter provision and by this Rule.

#### **120.25.2   Time of War - Definition**

The phrase "time of war" is defined elsewhere in these Rules.

#### **120.25.3   Military Leave - Time of War**

Leaves of absence shall be granted to officers and employees for service in the armed forces of the United States or the State of California or for service on ships operated by or for the United States government in time of war and for a period not to exceed three (3) months after the conclusion of such service, but not later than one (1) year after the cessation of hostilities, except in case of disability incurred while in active service with the armed forces or the merchant marines when such disability shall extend beyond such period.

#### **120.25.4   Military Leave - Time of Peace**

Whenever any officer or employee shall, by order of the government of the United States or by lawful order of any of its departments or officers, or by lawful order of the State of California, or any of its departments or officers, be directed in time of peace to report and serve in the armed forces of the United States, or in the armed forces of the State of California, said officer or employee shall be entitled to a leave of absence from the employee's office or position during the time of such service and for a period not to exceed three (3) months after the expiration thereof.

**Sec. 120.25   Military Leave (cont.)**

**120.25.5   Military Leave - Permanent Appointees**

Any officer or employee on military leave, who prior to such leave has been appointed to a permanent position in the City and County service, shall be entitled to resume such position at the expiration of the leave, and in determining and fixing rights, seniority, salary and otherwise which have accrued and shall inure to the benefit of such officer or employee, the term of military leave shall be considered and accounted as part of the employee's service to the City and County.

**120.25.6   Military Leave - Proof of Duty**

Officers and employees requesting military leave shall file with the Human Resources Director a copy of the orders necessitating such service prior to the effective date of the leave of absence and upon return from such leave shall submit a copy of the discharge or release.

**120.25.7   Military Leave - Salary While on Temporary Leave**

Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one (1) year continuously prior to the date upon which temporary military leave not exceeding 180 calendar days begins shall, as required by the State of California Military and Veterans' Code (Section 395), receive their regular salary or compensation for a period not to exceed thirty (30) calendar days of such military leave in any fiscal year or more than thirty (30) calendar days during any period of continuous military leave.

**120.25.8   Military Leave - Probationary Appointees**

Refer to the Probationary Period Rule on leave during the probationary period.

**120.25.9   Military Leave - Eligible Not Reached for Certification While in Service - Time of War**

An eligible on a regular civil service list, who served on active military duty not including reserve service during time of war who presents an honorable discharge or certificate of honorable active service within one (1) year from the date of release from military service, shall be preferred for certification for a period of four (4) years after the cessation of hostilities in the order of standing upon the eligible list at the time of entrance into military service and before candidates procuring standing through an examination held subsequent to the entrance of such eligibles into the military service.

**Sec. 120.25   Military Leave (cont.)**

**120.25.10   Military Leave - Eligibles Reached for Certification**

If while in the military service, the name of an eligible was reached for certification to a permanent position and the eligible presents an honorable discharge or certificate of honorable active service within 120 days from the date of release from active military duty not including reserve service during time of war, the eligible shall be certified to a position in the class for which so reached; and, for all purposes of seniority, the date of certification if appointed, shall be deemed to be the date when the eligible was reached for certification while in the military service. A person appointed in accordance with this section shall serve the required probationary period. An eligible who is offered appointment in accordance with the provisions of this section and who waives appointment and is subsequently certified after withdrawal of waiver shall have seniority as of the date of such certification.

**120.25.11   Military Leave - Participants in Written Examinations**

Persons who participate in a written examination and who present their orders or other proof of service within 120 days from the date of release from active military service in time of war shall be allowed to participate in the remaining parts of the examination. If they meet all the eligibility qualifications, they shall be certified as of the date they would have been reached for certification in accordance with their rank based on the entire examination.

**120.25.12   Military Leave - Employees or Officers Not Subject to Civil Service Examination**

Military leave to an elected or appointed officer, appointed for a definite period of time, shall not be extended beyond the period of time for which elected or appointed, provided that if such officer is re-elected or reappointed, then military leave shall be automatically extended for such ensuing period of time.

Military leave to an employee occupying a position exempt from civil service examination shall not extend beyond the period of time for which the employee's appointing officer was elected or appointed.

**Sec. 120.26   War Effort Leave**

The Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees during time of war for service directly connected with the prosecution of the war or national defense or preparedness.

**Sec. 120.27   Leave for Sea Duty as Licensed Officers**

In time of war or while any act authorizing compulsory military service or training is in effect, the Board of Supervisors may provide by ordinance that

leaves of absence shall be granted to officers and employees for sea duty as licensed officers aboard ships operated by or for the United States government. The Commission shall amend this section to implement such ordinance.

# **Rule 120**

## **Leaves of Absence**

### **Article VIII: Unpaid Administrative Leave or Furlough**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

#### **Sec. 120.28 Unpaid Administrative Leave or Furlough**

##### **120.28.1 General Provisions**

- 1) Notwithstanding the layoff and involuntary leave provisions or any other provisions of these Rules, an appointing officer is authorized to impose unpaid administrative leave (furlough) on any employee within that appointing officer's jurisdiction as provided in this section. The imposition of furloughs shall be subject to receipt of a Projected Deficit Notice (PDN) from the Controller stating that the department's budget will be insufficient to support the department's level of spending through the end of the fiscal year.
- 2) The authority of the appointing officer to impose furloughs shall be limited to those furloughs necessary to correct the projected deficit identified by the Controller.
- 3) This Rule shall apply to all employees of the City and County.
- 4) The Superintendent of the San Francisco Unified School District and the Chancellor of the San Francisco Community College District shall also be authorized to furlough any employee in the classified service upon their individual determinations that, based upon a review of projected revenues and expenditures, the budget will be insufficient to support the District's level of spending through the end of the fiscal year.
- 5) No provision of Layoff and Involuntary Leave, including but not limited to any provision regarding the order of layoff, displacement of less senior employees, or reinstatement, shall be applicable to any employees furloughed hereunder.

**Sec. 120.28 Unpaid Administrative Leave or Furlough (cont.)**

**120.28.2 Voluntary Unpaid Time Off**

- 1) Prior to imposing a furlough on any employee, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
- 2) The appointing officer shall have full discretion to approve or deny requests for voluntary unpaid time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary unpaid time off in excess of ten (10) working days are denied. In such cases, an employee may appeal in accordance with the procedures provided below for appealing imposition of furlough.
- 3) An employee shall be entitled to take up to ten (10) unpaid days per fiscal year at the rate of no more than five (5) days in a three (3) month period, at the employee's discretion, upon at least fifteen (15) calendar days prior written notice to the employee's appointing officer. Such request shall not be denied except for the reason of a requirement that such position be filled on an overtime or premium pay basis, for essential operational needs or the requirements of a court decree or order.

**120.28.3 Furloughs**

- 1) Appointing officers are encouraged to furlough entire operational units within departments rather than individual employees; or stagger work hours within an operational unit on a reduced hours basis. The decision of the appointing officer to impose furloughs under this subsection, and the appointing officer's determination of what constitutes an operational unit, shall be final.
- 2) Where, in the discretion of the appointing officer, furlough of an operational unit as prescribed above is not feasible, individual employees within an operational unit may be furloughed.
- 3) To the extent practicable, furlough shall be equitably distributed among all of the employees in the affected department or operational unit to which the Projected Deficit Notice (PDN) has application; and, all of the employees in the affected class(es).

**Sec. 120.28 Unpaid Administrative Leave or Furlough (cont.)**

**120.28.3 Furloughs (cont.)**

4) In determining which employees to furlough, an appointing officer shall consider citywide seniority within a class as well as considering the operational needs of the department.

5) In no event shall furlough be imposed upon an employee for more than four (4) days in any three (3) month period or ten (10) days in any fiscal year. Voluntary time off not to exceed a total of five (5) days per quarter or ten (10) days per year, approved pursuant to this section, shall be credited toward the maximum number of furlough days which may be imposed pursuant to this Rule.

6) Employees placed on furlough pursuant to this section shall be notified in writing at least fifteen (15) calendar days in advance of the effective date for the furlough.

7) The decision to furlough an individual employee within an operational unit shall be final except that an employee given notice of a furlough, which taken together with an employee's prior furloughs in the same fiscal year would exceed five (5) working days within any six (6) month period, may file an appeal. Such appeals must be in writing and filed within three (3) calendar days of the date of the notice of furlough with the Human Resources Director with a copy to the appointing officer. Within three (3) calendar days after receiving the appeal, the Department of Human Resources shall refer the written appeal and the appointing officer's written comments, if any, for determination to the Human Resources Director, the Mayor and the Controller, or their designees, who shall meet on no less than twenty four (24) hours public notice. The determination regarding the appeal shall be rendered within seven (7) calendar days of the date of the appeal. This decision is final and shall not be reconsidered by the Commission. The Human Resources Director shall notify the employee and the appointing officer of the decision prior to the effective date of the furlough.

**120.28.4 Restrictions on Use of Paid Time Off While on Voluntary Unpaid Time Off or Furlough**

1) All voluntary unpaid time off or furlough imposed or granted pursuant to this section shall be without pay.

2) Employees granted voluntary unpaid time off or placed on furlough are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

**Sec. 120.28 Unpaid Administrative Leave or Furlough (cont.)**

**120.28.5 Imposition of Furlough - Fair Labor Standards Act (FLSA) Restrictions**

- 1) Furlough for employees who are non-exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one (1) hour.
- 2) Furlough for employees who are exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one (1) day.

**120.28.6 Vacation and Sick Leave with Pay Accruals While on Voluntary Unpaid Time Off or Furlough**

Subject to passage of necessary ordinances by the Board of Supervisors, vacation and sick leave with pay accruals shall continue during a maximum of ten (10) days of furlough in any fiscal year, or a maximum of twenty (20) days for approved voluntary unpaid time off taken pursuant to this Section in any fiscal year.

**120.28.7 Duration and Revocation of Voluntary Unpaid Time Off or Furlough**

Furlough imposed upon an employee shall remain in force for the period specified in the written notice unless sooner revoked by written notice from the appointing officer. Approved voluntary unpaid time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

**120.28.8 Resolution of Disputes**

Except as provided elsewhere in this section, the Human Resources Director shall act on all disputes arising out of the application or implementation of the provisions of this section. The decision of the Human Resources Director shall be final and shall not be reconsidered by the Commission.



# **Rule 120**

## **Leaves of Absence**

### **Article IX: Other Leaves of Absence**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

#### **Sec. 120.29    Leave to Accept Other City and County Position**

**120.29.1** Leave by an employee who has completed the probationary period to accept exempt or temporary appointment in the City and County service may be approved for the duration of such appointment. Such leave by a probationary employee is subject to the provisions of the Rule governing the Probationary Period.

**120.29.2** Denial of such leave by the appointing officer is appealable as provided elsewhere in this Rule.

#### **Sec. 120.30    Educational Leave**

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

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

**120.30.3** Denial of educational leave is appealable as provided elsewhere in this Rule.

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

**Sec. 120.30**    **Educational Leave (cont.)**

**120.30.5**    As soon as records are available, the employee shall periodically present to the appointing officer a record of completed educational work. These records shall be maintained in such a manner as to be readily available for audit by Department of Human Resources staff. Failure to submit an acceptable record of completed educational work shall subject the employee to disciplinary action as provided in the Charter.

**Sec. 120.31**    **Leave for Civilian Service in the National Interest**

**120.31.1**    Civilian service in the national interest is defined as leave to serve with a federal, state or other public agency or non-profit organization in a program or in a capacity which the Human Resources Director deems to be in the national or general public interest.

**120.31.2**    Such leave may be approved for permanent appointees for a period of up to one (1) year. Requests for such leave of longer than one (1) year must be renewed each year.

**120.31.3**    Denial of such leave is appealable as provided elsewhere in this Rule.

**Sec. 120.32**    **Leave for Employment as an Employee Organization Officer or Representative**

**120.32.1**    Leave for employment as an employee organization officer or representative is defined as leave to serve full-time as an officer or representative of an employee organization whose membership includes City employees, or to attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization.

**120.32.2**    Leave for permanent appointees may be approved for the duration of such service.

**120.32.3**    Denial of such leave is appealable as provided elsewhere in this Rule.

**Sec. 120.33**    **Family Care Leave**

**120.33.1**    **Definition of Family**

A unit of interdependent and interacting persons, related together over time by strong social and emotional bonds and/or by ties of marriage, birth, and adoption, whose central purpose is to create, maintain, and promote the social, mental, physical and emotional development and well being of each of its members.

**Sec. 120.33**    **Family Care Leave (cont.)**

**120.33.2** Permanent employees who have one (1) or more years of continuous service in any status may be granted up to (1) year of unpaid family care leave for the following reasons:

- 1) The birth of a biological child of the employee;
- 2) The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker;
- 3) The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or
- 4) The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

**120.33.3** Family care leave is unpaid leave. Such leave may be granted in addition to accumulated compensatory time off, vacation time, floating holiday time or sick leave as specified under Sick Leave - Illness or Medical Appointment of Child, Parent, Spouse, or Registered Domestic Partner.

**120.33.4** Denial of family care leave is appealable as provided elsewhere in this Rule.

**Sec. 120.34**    **Witness or Jury Duty Leave**

**120.34.1** An employee who is summoned as a witness on behalf of the City and County or juror for a judicial proceeding shall be entitled to leave with pay less the amount of juror or witness fee paid for the period required for such service (Charter Section A8.400G). An employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested and granted.

**Sec. 120.34**    **Witness or Jury Duty Leave (cont.)**

- 120.34.2** Paid witness or jury duty leave shall be only from an employee's scheduled duty time and shall not include hours outside of scheduled hours of work or on days off.
- 120.34.3** Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.
- 120.34.4** An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary.
- 120.34.5** Refer to the Probationary Period Rule on leave during the probationary period.

**Sec. 120.35**    **Holiday Leave**

Holiday leave shall be as provided by ordinance of the Board of Supervisors.

**Sec. 120.36**    **Vacation Leave**

Vacation leave shall be as provided in the Charter and by ordinance of the Board of Supervisors.

**Sec. 120.37**    **Involuntary Leave of Absence**

- 120.37.1** Whenever it becomes necessary to effect a reduction in force due to lack of work or lack of funds which shall result in the displacement of a permanent or probationary appointee from the City and County service, an appointing officer, notwithstanding other provisions of these Rules governing leaves of absence, shall place such employees on a leave of absence of an involuntary nature unless the employee elects to be laid off.
- 120.37.2** Such reductions in force shall be effected by the provisions of this Rule governing seniority and order of layoff.
- 120.37.3** Employees placed on an involuntary leave of absence shall be ranked on the holdover roster for the class from which laid off and shall be returned to duty as provided in this Rule.
- 120.37.4** Leaves of absence imposed under the provisions of this Rule shall expire upon the return to duty of the holdover, upon the expiration of holdover status, or upon written request of the employee to elect to be laid off while on involuntary leave.

**Sec. 120.38**    **Religious Leave**

- 120.38.1** Employees may be granted leave when personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week. Such leave shall be known as "Religious Leave."
- 120.38.2** Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.
- 120.38.3** Denial of religious leave is appealable as provided elsewhere in this Rule.

**Sec. 120.39**    **Personal Leave**

- 120.39.1** Personal leave is defined as leave for reasons other than those covered in other sections of this Rule.
- 120.39.2** Personal leave for permanent employees may be approved for a period of up to twelve (12) months within any two (2)-year period. Personal leave for temporary or provisional employees may be approved only if replacement of the employee is not required and for a maximum of one (1) month.
- 120.39.3** On the request of an appointing officer, the Human Resources Director, may for reasons deemed to be in the best interest of the service approve extension of personal leave for permanent employees beyond a twelve (12)-month period.

# **Rule 120**

## **Leaves of Absence**

### **Article X: Appeal Procedures**

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

#### **Sec. 120.40 Appeal Procedures**

**120.40.1** Appeals concerning furloughs or voluntary unpaid time off are excluded from appeal under this section and are appealable as provided elsewhere in this Rule.

**120.40.2** In cases where appeal is specifically granted in this Rule, a dispute concerning the application or implementation of the provisions of this Rule shall be processed EITHER, at the option of the employee:

1) in accordance with the grievance procedure provided by the Human Resources Director for unrepresented employees or in a collective bargaining agreement.

2) by appeal in writing to the Human Resources Director, whose decision shall be final and shall not be reconsidered by the Commission. A decision under one option shall preclude the use of the other option.