AMENDMENT No. 1 TO THE 2016-2017 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND STAFF AND PER DIEM NURSES, SEIU LOCAL 1021

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors:

III.A. SCHEDULES OF COMPENSATION

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

Effective July 1, 2016:

3.25% increase

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

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3%, unless that if the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds \$200 million, then the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months and be effective the pay period including January 1, 2019.

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

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

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

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

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

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

DPH and the Union agree to maintain their joint commitment to participation in a collaborative effort regarding issues of mutual interest, including discussion, deliberation, and resolution of issues. As part of our responsibilities for providing quality health care services, the parties hereby establish a Joint Registered Nurse/Department of Public Health Monitoring Committee.

2. Purpose

The purpose of this committee shall be to review and make recommendations on subjects of mutual concern and interest including, but not limited to:

- Review the actual and anticipated impacts of the ACA on the services provided by DPH including the need to restructure and the effects of restructuring as a result of health care reform.
- Assurance of professional standards and optimal patient care.
- Staffing, including monitoring of hiring, vacancies, reassignments, and use of overtime and P103 hours.
- Issues of training, cross-training and in-service education.
- ADO's
- Other Joint Labor Management issues as may arise.
- The impact of management decisions on quality of patient care, access to patient care, cost of patient care, employee productivity, and employee morale.

3. Committee Involvement

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

The organizational structure of the Joint RN/DPH Monitoring Committee shall be as follows:

A. Department wide committee:

There shall be two (2) Labor Co-Chairs of the Joint RN/DPH Monitoring Committee. Each Labor Co-Chair, shall be selected from a different DPH site, and shall be granted up to two and one-half days of release time each week to perform the work of the committee co-chair, in addition to the release time granted to attend Monitoring Committee meetings.

The Department agrees to utilize its best efforts to provide a work-space for the Labor Management Co-Chairs, within existing City regulations regarding the use of City equipment.

Labor Co-Chairs

The Labor Co-Chairs of the Joint RN/DPH Monitoring Committee shall:

- a. Participate in all Department and designated Divisional RN Monitoring Committees.
- b. Promote professional standards and optimal patient care.
- c. Monitor restructuring as a result of health care reform.
- d. Identify and facilitate issues of training, cross-training, and in-service education.
- e. Communicate with all units regarding their right to complete and file ADO's, follow-up with identified concerns from ADO's that have been completed and filed, and maintain an ADO binder which includes responses, plans for correction, and recommendations for improved patient care.
- f. Establish and implement a regular visitation schedule to all nursing units, after notification of the appropriate Nurse Manager, on all shifts throughout the Department to facilitate communications towards continuous improvements in nursing care.
- g. Make recommendations to improve the quality of patient care, access to patient care, cost-effectiveness of patient care, employee productivity, and employee morale.
- h. Communicate with Management for each committee to set agendas for meetings; be point person for Union information requests; and provide regular updates at the Committee Meetings.

Meetings

The committee shall consist of fourteen (14) members. Seven (7) members shall represent the department. Seven (7) members shall represent RNs as follows: one Jail Health Services, three SFGH, one LHH and two CPHS/Mental Health/Primary Care/HAH. RN representatives shall be selected from the divisional committee memberships. In addition, the Union may request that a representative from DHR attend a department-wide committee or a divisional Committee meeting. The request should be sent at least two (2) weeks prior to a scheduled meeting, and a DHR representative will make every reasonable attempt to attend if such a request is made.

In the event that an issue brought to the department-wide committee or a divisional committee is not resolved, either party may request a Mediator from the State Mediation and Conciliation Service. The Mediator shall attend the next scheduled committee meeting, or when available, to help address the issue and make written recommendations to the committee,

If the committee does not agree to implement the Mediator's written recommendation, the parties agree to submit up to three (3) unresolved issues that are within the scope of representation as defined by the Meyers Milias Brown Act and do not fall within the grievance procedure to the Mayor for final determination two (2) times per fiscal year. The Union understands and agrees that the limitations referenced in the preceding sentence are cumulative across all City bargaining units represented by the Union, excepting the MTA Service Critical bargaining unit.

- B. Divisional Committees
- (1) Membership

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

- (a) Jail Health Services: 1 (one) member from each jail
- (b) SFGH: 9 (nine) members (c) LHH: five (5) members
- (d) CPHS/Mental Health/Primary Care/HAH: 9 (nine) members
- (2) Meetings
 - (a) Jail Health Services: one (1) per month
 - (b) SFGH: one (1) biweekly to be conducted in accordance with the side letter regarding SFGH labor monitoring committee effective for the 2014-2016 MOU
 - (c) LHH: one (1) per month
 - (d) CPHS/Mental Health/Primary Care/HAH: one (1) per month
- (3) Divisional Committees may establish ad-hoc work groups by mutual agreement.
- 5. Release Time

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.

VI.E. DURATION

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This Agreement shall be effective July 1, 2016 and shall remain in full force and effect through June 30, 2017 2019. The parties agree that each will make every good faith effort to conclude a successor agreement on or before the expiration date noted.

DOD THE INDOX

FOR THE CITY	FOR THE UNION /
Date: 1/30/17	Date:
Micki Callahan Human Resources Director	John Stead-Mendez Executive Director
	SEIU, Local 1021
Date: 1-26-17	Date: 10 · 20 · 17
Suzanne R. Mason Employee Relations Director	David Canham SF Regional Director, SEIU Local 1021
APPROVED AS TO FORM:	Date: 11 14 17
Date: 1/27/17	Joseph Bryant SE Parional Vice President
Katharine Hobin Porter	SF Regional Vice President
Chief Labor Attorney	