



## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### SEIU 1021 RN Term Sheet

Date: 5/10/24

Time: 4:30pm

***This is a comprehensive package proposal that resolves all outstanding issues between the City and SEIU Local 1021 RN for a successor memorandum of understanding for the term July 1, 2024, to June 30, 2027. Acceptance of this package proposal resolves all issues between the City and Union regarding the successor memorandum of understanding effective July 1, 2024.***

The parties represent that they have reached agreement on the following topics, which are enumerated below, and correspond to the numbers assigned by the parties to the final version of each proposal:

- CP011.002 Grievance Procedure\*
- CP028.001 COVID-19 Worker Retention Pay
- CP029.002 Wages and Duration\*
- CP031.003 Process for Reassignment
- UP003.001 Staffing Ratio Issues City Counter\*
- UP002.001 ED Staffing Side Letter City Counter
- UP006.002 Registry Traveler Usage
- UP011.002 AI And Other New Tech City Counter\*
- UP013.003 Safer Workplace City Counter\*
- UP015.002 Telecommuting City Counter\*
- UP017.002 Disciplinary Action Against Striking Employees City Counter
- UP025.002 Increase Steward Release Time for Training
- UP028.001 Bilingual Pay City Counter
- UP033.002 Work Schedules Posted In Advance
- UP034.003 Trading Shifts
- UP037.001 P103 Seniority City Counter
- UP038.005 Exempt Conversion Hiring Preference Side Letter City Counter
- UP041.001 P103 Licensing Reimbursement City Counter
- UP042.001 Seniority
- UP047.001 Tuition Reimbursement City Counter
- UP050.001 Tuition Reimbursement Tracking City Counter
- UP054.002 Vacation Schedule Bidding City Counter
- UP060.003 Parking City Counter

\* Attached for parties' signatures

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

- UP066.005 Staffing City Counter\* (the parties agree to continue discussing the creation of a process for possible P103 conversion process on Monday May 20, 2024)
- UP068.004, UP069, UP070 Equity Adjustment City Counter\*
- UP083.001 Chief Stewards City Counter

### The Parties agree to withdraw:

- CP001 Representatives and Stewards
- CP003 Seniority
- CP004 Delete References to Chapter 12X
- CP005 Posting for Reassignment
- CP006 Overtime/Eliminate Internal P103
- CP008 Parental Leave
- CP010 Discipline
- CP013 Cash Out Comp Time for Non-Z
- CP014 Holiday In Lieu Carryover
- CP016 Floating Holiday Carryover
- CP019 Mandatory Furloughs
- CP021 Assignment of In Lieu and Floating Holidays
- UP001 Working Conditions
- UP004 Break Room Issues
- UP005 Registry Traveler Limitations
- UP007 Traumatic Event Leave
- UP008 Laguna Honda Ratios
- UP009 Acuity System
- UP010 Staffing FTE Hiring Targets
- UP012 Infection Related Sick Leave
- UP013 Safer Workplace
- UP014 Performance Evaluation Managers
- UP018 Grievance Time Limits
- UP019 Delete Step 2 Grievance Procedure
- UP020 Grievance Strikes
- UP021 Arbitrator Authority on Remedies
- UP022 P103 Due Process Rights
- UP023 Union Access
- UP024 Additional Steward Release
- UP026 Weekend Premium
- UP027 Charge Nurse Premium
- UP029 Donning & Doffing
- UP030 Battery Leave

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City and County of San Francisco  
Department of Human Resources

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CCSF NEGOTIATIONS 2024

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SEIU, Local 1021 RN

- UP031 Mandated Overtime
- UP032 Extra Shift Bonus
- UP035 P103 Benefits
- UP036 Step Rate for P103 Conversion
- UP039 P103 Paid Sick Leave
- UP040 P103 Retirement 401K
- UP043 Appointment Above Entrance
- UP044 Voluntary Reassignment
- UP045 COVID 19 Worker Retention Match
- UP046 Education Leave Approval
- UP048 Tuition Reimbursement Administration
- UP049 Travel Tuition Reimbursement Fund
- UP051 Floating to Another Unit or Facility
- UP052 SEIU Education Fund
- UP053 Education Leave CSR 120.31
- UP055 Vacation Holiday Usage & Cash Out
- UP056 Holiday Pay for the Eve Of
- UP057 Longevity Leave for Experienced Nurses
- UP058 Clarity for Article III F Holidays
- UP059 Public Transit Benefit
- UP061 Health Insurance
- UP062 Dental Insurance
- UP063 Life Insurance
- UP064 Long Term Care Benefit
- UP065 Subcontracting of Work
- UP067 Wages
- UP071 APRN Additional FTE
- UP072 APRN Premium
- UP073 Overtime Posting
- UP074 Changes to Employee Schedules
- UP075 Compensation for Time at Security Checkpoints
- UP076 Voluntary Reassignment Discussion
- UP077 Travel Meal Reimbursement
- UP078 Evening & Night Shift Differential
- UP079 Adoption and Surrogacy Expenses
- UP080 Inpatient Dialysis Night Shift RN
- UP081 Nurse Educator Additional FTE
- UP082 Reduced Work Week
- UP084 Meal and Rest Breaks

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

Tentative Agreement:

FOR THE CITY

FOR THE UNION

  
Jonathan Wright  
Chief Negotiator

Date

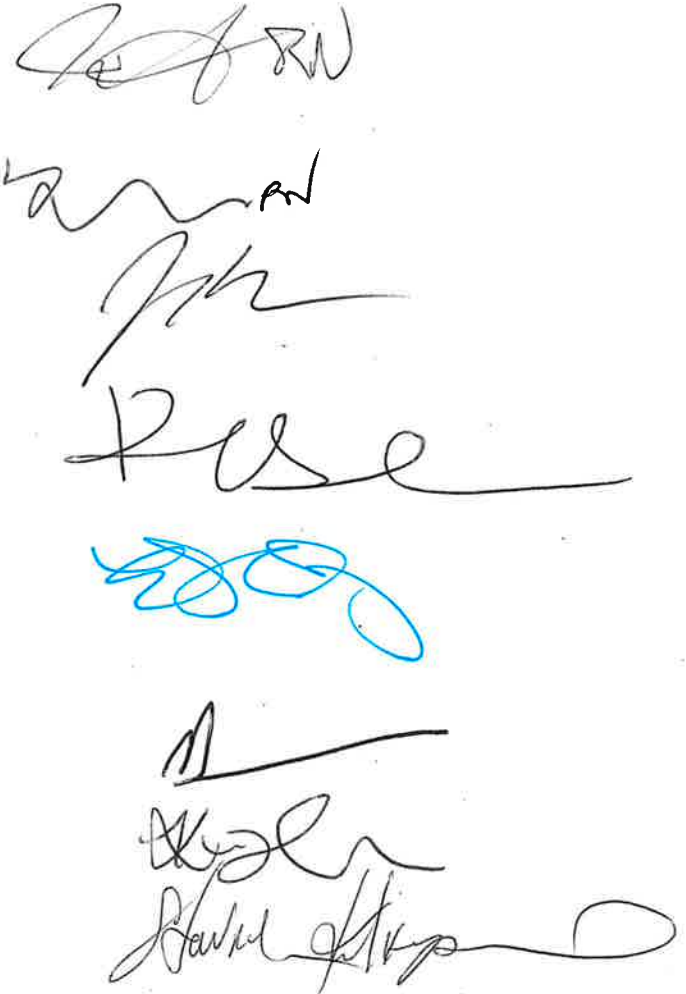
  
Nato Green  
Union Chief Negotiator

Date

APPROVED AS TO FORM

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

Date



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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

TA – UP066.005 – Staffing – City Counter

Date: 5/20/24

Time: 4:33pm

### Article II – EMPLOYMENT CONDITIONS

#### Section G – ~~NURSE PRACTITIONERS~~ ADVANCED PRACTICE NURSES

##### Advanced Practice Leadership

230. Upon request of the Union, representatives of DHR, DPH, and the Union will start meeting on or after October 1, ~~2022~~2024, to discuss the possible creation of a leadership level role responsible for ensuring consistent standards of practice for advanced practice practitioners, including credentialing, professional development, implementation of legislative changes, and recruitment and retention.
231. DPH shall provide quarterly paid release time for up to three (3) advanced practice practitioners to participate in discussions of the advanced practice role.
232. The meetings will occur quarterly for two (2) hours, and the employee/practitioners will be provided paid release time to attend.
233. The establishment of the advanced practice role and standards are not subject to the grievance procedure.
234. The above provisions shall expire on June 30, ~~2024~~2027.
- .....

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

- 628a. The MERT will provide a quarterly report to the Labor Monitoring Committee that provides a summary of data collected inclusive of, but not limited to, daily call volume, response location, average case time, outcomes, and staffing. SFGH will develop staffing recommendations based on these findings.**

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Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

628b. Due to the high acuity and changing status of complex patients who present with behavioral issues at SFGH, the City and the Union recognize the value of a Behavioral Emergency Response Team ("BERT"). BERT is composed of two (2) units: the Rounding Responders, who round and respond to BERT activations throughout Buildings 5 and 25, and the BERT Emergency Department (ED), positioned within the ED available 24 hours per day, seven days per week. BERT's responsibilities include, but are not limited to, evaluating the conditions of patients or visitors, monitoring patients and visitors, compiling relevant data, and assist with formulating intervention and/or care plans.

628c. The BERT will provide a quarterly report to the Labor Monitoring Committee that provides a summary of data collected inclusive of, but not limited to, daily call volume, response location, average case time, outcomes, and staffing. SFGH will develop clinical recommendations based on these findings. The BERT Charge Nurse or Team Lead will be given two (2) shifts a month to prepare this report.

.....

May 27, 2022 May 17, 2024

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

#### A. New Commitments and Dispute Resolution Procedure

1. Effective for fiscal years 2024-2025, 2025-2026, and 2026-2027. The Department of Public Health (DPH) will ~~implement the following new commitments:~~ *request that the 2320 **and 2830** positions listed below be included in the Mayor's balanced budget submission to the Board of Supervisors. The positions below represent annualized FTEs as the City budget system requires that new positions appear as 0.79 FTE in the first year budgeted, then annualize to 1.0 FTE in the second year:*

a. DPH will request eleven and seven tenths (11.7) 2320 FTEs to staff the Medical/Surgical units.

b. DPH will request one and eight tenths (1.8) 2320 FTEs to staff the Medical/Surgical units for break relief.

c. DPH will request eight and six tenths (8.6) 2320 FTEs to staff Critical Care.

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- d. DPH will request eleven and seven tenths (11.7) 2320 FTEs to staff Maternal Child Health.
  - e. DPH will request four and two tenths (4.2) 2320 FTEs to staff the SFGH Emergency Department.
  - f. DPH will request four and six tenths (4.6) 2320 FTEs to staff Psychiatric Emergency Services.
  - g. DPH will request one (1.0) 2320 FTE to staff Psychiatric Emergency Services OTOP Dosing.
  - g. DPH will request one and four tenths (1.4) 2320 FTEs to staff Jail Health Services.
  - h. DPH will request one (1.0) 2830 FTE to staff the Maternal Child Adolescent Health.
  - i. DPH will request one (1.0) 2320 FTE to staff Laguna Honda as a Nurse Educator
- 
- a. Effective July 1, 2019, the Department will not cancel any PACU nurse on nights or weekends when ZSFG is on condition yellow.
  - b. Effective October 5, 2019, DPH will staff Pod A in the ED at all times to provide care at a 1:3 nurse to patient ratio for all beds.
  - ~~c. DPH will request conversion of P103 funding to three (3) new 2320 Registered Nurses in Jail Health Services in its fiscal year 2022-2023 and 2023-2024 budget.~~
  - d. DPH shall seek to implement continuous recruitment for hard to fill classifications and specialties.
  - ~~e. In an effort to hire current P103s and other temporary exempt nurses who are eligible and qualified for appointment into budgeted, vacant nursing positions, DPH Human Resources shall extend an open invitation to become benefitted PCS employees.~~
  - ~~f. DPH Human Resources shall complete a review of minimum qualifications of 2320 Registered Nurses and shall share the results with the Union.~~

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SEIU, Local 1021 RN

~~g. Effective for fiscal years 2022-2023 and 2023-2024, the Department of Public Health will request that the 2320/2328 positions listed below be included in the Mayor's balanced budget submission to the Board of Supervisors. The positions below represent annualized FTEs as the City budget system requires that new positions appear as 0.79 FTE in the first year budgeted, then annualize to 1.0 FTE in the second year:~~

- ~~a. DPH will request twenty point six (20.6) 2320 FTEs to staff the Medical/Surgical units which includes H58 overflow and break relief.~~
- ~~b. DPH will request five point fourteen (5.14) 2320 FTEs to support break relief in Maternal Child Health, Birth Center.~~
- ~~c. DPH will request one point seven (1.7) 2320 FTEs to supporting staffing the PACU.~~
- ~~d. DPH will request five point fourteen (5.14) 2320 FTEs to support staffing in Inpatient Psychiatry.~~
- ~~e. DPH will request ten point four (10.4) 2320 FTE in the Emergency Department prioritizing staffing in Resus based on acuity in accordance with Title 22.~~
- ~~f. DPH will request ten (10) 2320 FTEs at Laguna Honda Hospital.~~
- ~~g. DPH will request to maintain two (2) 2328 FTEs in a float pool for Primary Care.~~

The staffing requests listed in section A.1 above reflect current staffing expectations at DPH as of July 1, 2022~~4~~. Staffing at DPH is the subject of continuing discussions and is regularly adjusted based on census and regulatory requirements.

- h. DPH Human Resources will provide monthly reporting to a designated representative from the Union on the status of hiring, including vacant and filled positions.

### 2. Dispute Resolution Procedure.

- a. Subject to the terms set forth in this subsection A.2., the parties agree to an expedited arbitration process to resolve disputes under subsection A.1 of this side letter.
- b. The parties shall select an arbitrator, using the process in subsection A.2.c below. The arbitrator shall schedule standing monthly arbitration dates to hear expedited arbitrations under this subsection A. The parties may set additional or more frequent dates as necessary, by mutual agreement.

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- c. By no later than July 29, 2022~~4~~, the parties will discuss and seek to select an arbitrator by mutual agreement, to serve for the term of this side letter. If the parties are unable to agree on an arbitrator by August 26, 2022~~4~~, the parties shall request a list of seven (7) arbitrators with experience in the health care industry from the State Mediation and Conciliation Service. The parties shall survey the arbitrators on the list to determine whether they are able and willing to serve in an ongoing capacity for a standing expedited arbitration process, and then select an arbitrator from those who indicate they are available for this process by the method of striking names.
- d. Grievances under this subsection A.2 may only allege violation of the terms of subsection A.1. of this side letter.
- e. The parties shall not be represented by lawyers at the expedited arbitrations, or use briefs.
- f. The arbitrator will issue a bench decision, which upon request by the parties will be reduced to writing. These decisions will be final and binding, and shall not be used in any other cases.

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

- 1. DPH will prioritize assignment of float pool patient care assistants to serve as patient coaches.

### C. Other terms.

- 1. This side letter is not subject to the grievance procedure in the MOU or to the staffing dispute resolution procedure in Article V of the MOU. The dispute resolution procedure in section A.2 is the exclusive remedy for claimed violations of section A.1.
- 2. This side letter shall expire on June 30, 2024~~7~~.

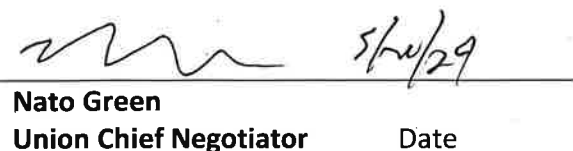
Tentative Agreement:

FOR THE CITY

  
Jonathan Wright  
Chief Negotiator

Date

FOR THE UNION

  
Nato Green  
Union Chief Negotiator

Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

APPROVED AS TO FORM

Meera Bhatt

Deputy City Attorney

Date

*[Handwritten signatures and initials]*

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TA - UP017.002 – Disciplinary Action Against Striking Employees  
(City Counter 5/14/24)

Date: 5/16/24

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

ARTICLE I - REPRESENTATION  
SECTION C – NO WORK STOPPAGES

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.

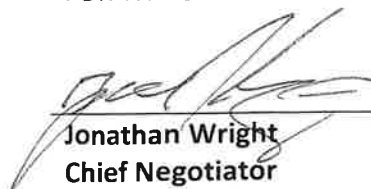
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SIDE LETTER  
RE: CHARTER NO STRIKE PROVISION

The prior MOU references prohibitions on employee strikes set forth in the San Francisco Charter. Neither party concedes or will assert that removing this prohibition is evidence in any legal or administrative proceeding as to the validity, invalidity or enforceability of those prohibitions on employee strikes as described in the San Francisco Charter. Nothing in this or the preceding paragraph shall be deemed a waiver by either party of its position on those contentions.

Tentative Agreement:

FOR THE CITY

 5/16/24  
Jonathan Wright  
Chief Negotiator Date

FOR THE UNION

 5/16/24  
Gerry Daley  
Union Chief Negotiator Date

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## Employee Relations

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Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

APPROVED AS TO FORM

Meera Bhatt

Deputy City Attorney

5/16/24

Date

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UP025.002 - Increase Steward Release Time for Training – Tentative Agreement

Date: 5/16/24

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

ARTICLE I – REPRESENTATION  
I.E. OFFICIAL REPRESENTATIVES AND STEWARDS

Union Steward and Representative Training


36. Each newly-elected Union Steward shall be allowed ~~four (4)~~eight (8) hours of paid release time for Union Steward training on a one-time basis. The training for newly-elected Union Stewards will be scheduled by the Union. The Union will notify the City and the Department which employees are newly-elected Stewards. Such training will be provided by the Union.
37. In addition to the ~~four (4)~~eight (8) hours of paid release time for Union Steward training described above, during the first ~~nine (9)~~six (6) months that this MOU is in effect upon request of the Union, the City shall allow up to ~~four (4)~~eight (8) hours of paid release time for up to a total of forty (40) Stewards or Official Representatives to attend training provided by the Union regarding the provisions of this MOU.
38. The Union will provide the Department with a minimum advance notice of thirty (30) calendar days prior to any Steward/Representative training described above, along with a list of the employees who will attend. The City will use best efforts to ensure that such employees are released for the training provided, however, that the release does not compromise patient care or departmental operations.

Tentative Agreement:

FOR THE CITY

 5/16/24  
Jonathan Wright  
Chief Negotiator Date

FOR THE UNION

 5/16/24  
Gerry Daley  
Union Chief Negotiator Date

APPROVED AS TO FORM

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Department of Human Resources

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SEIU, Local 1021 RN

A handwritten signature in black ink, appearing to read 'Meera Bhatt', written over a horizontal line.

Meera Bhatt

Deputy City Attorney

5/16/24

Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### TA - UP083.001 – Chief Stewards (City Counter 5/13/24)

Date: \_\_\_\_\_

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

#### TENTATIVE AGREEMENT

#### ARTICLE 1. REPRESENTATION


##### I.F. RELEASE TIME FOR ~~SFGH~~ CHAPTER PRESIDENTS AND DESIGNEES

39. The Department of Public Health will make good faith efforts to pre-schedule one shift per pay period for the San Francisco General Hospital (**SFGH**) Union Chapter President **and one shift per month for the Laguna Honda Hospital (LHH), Jail Health Services (JHS), and Community Public Health (CPH) Union Chapter Presidents** 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.
40. In addition, the Union shall designate one member from SFGH, LHH, Jail Health Services 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.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

 5/14/2024  
Jonathan Wright  
Chief Negotiator Date

 5/14/24  
Gerry Daley  
Union Chief Negotiator Date

APPROVED AS TO FORM

 5/14/24  
Meera Bhatt  
Deputy City Attorney Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### TA – CP011.002 – Grievance Procedure

Date: 5/20/24

Time: 3:35pm

OK

### Article I – REPRESENTATION

#### Section L – GRIEVANCE PROCEDURE

##### 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. In the event that the parties agree to settle a grievance through a formal settlement agreement containing a back pay provision or in the event that an arbitrator makes an award pursuant to this MOU's grievance procedure that includes back pay, the City will issue a payment in the appropriate amount within 90 days from the date the settlement agreement is fully executed or, in the case of an arbitration award, within 90 days from either: (a) the date of receipt of an arbitration award that sets forth a specific dollar amount of back pay; or (b) the date the parties verify and agree on the specific back pay calculation. If the City does not meet this 90-day deadline, the grievant(s) shall be entitled to interest at the rate of 5% per year beginning on the 91st day until the date the payment is issued. In the event that either party moves to judicially challenge the arbitration award, the ninety (90) day deadline shall apply upon the resolution of such challenge, assuming the resolution to the judicial challenge is final and contains a specific dollar amount as discussed above.

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Grievance Committee Pilot Program July 1, 2022 – June 30, 2023

97. ~~The parties agree to a 1-year pilot program for a monthly Grievance Resolution Committee to attempt to resolve grievances pending at Step 2. The pilot may only be extended by mutual agreement of the parties.~~
98. ~~The notice from the Union to move the grievance to Step 2 will simultaneously refer the grievance to the Grievance Resolution Committee. The Grievance Resolution Committee will meet monthly to attempt to resolve any pending grievances at the Step 2 level prior~~

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~~to advancing the matter to Step 3. The Committee will consist of individuals who are authorized to resolve the grievance which will include two (2) members designated by the Union, two (2) members designated by DPH management, and one (1) notetaker.~~

99. ~~A summary of the Committee meeting will be provided to all parties.~~

100. ~~If the Committee reaches a resolution, and the resolution requires approval by another entity such as the Health Commission or the City Attorney, the Committee will submit a recommendation for implementation of its proposed resolution. The Committee's recommendation will not be binding unless and until all applicable signatures have been obtained.~~

101. ~~If the Committee does not reach a resolution or if the entities above do not approve the recommendation, the Step 3 process will continue as below.~~

Tentative Agreement:

FOR THE CITY

  
Jonathan Wright  
Chief Negotiator

Date

APPROVED AS TO FORM

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

Date

FOR THE UNION

  
Nato Green  
Union Chief Negotiator

Date



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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### TA - UP006.002 – Registry\_Traveler Usage (APRIL 30 UNION COUNTER TO APRIL 30 CITY COUNTER)

Date: \_\_\_\_\_

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

#### TENTATIVE AGREEMENT

#### Article II – EMPLOYMENT CONDITIONS

#### Section C – CONTRACTING OUT OF WORK

#### ADD NEW PARAGRAPH

184a. The Department of Public Health will provide the Union with a quarterly report of all hours worked by registry nurses in each department and location. This report will include the operational reason requiring the use of such registry nurses and a head count of permanent civil service registered nurses on leave during the report period.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

  
Jonathan Wright  
Chief Negotiator

Date

  
Gerry Daley  
Union Chief Negotiator

Date

APPROVED AS TO FORM

  
Meera Bhatt  
Deputy City Attorney

  
Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### TA – CP029.002 – Wages & Duration

Date: 5/20/24

Time: 3:40 pm

### Article III. PAY, HOURS AND BENEFITS

#### Section A. SCHEDULES OF COMPENSATION

282. 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:

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

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

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

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

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

282a. Effective July 1, 2024, represented employees shall receive a 1.50% wage increase.

282b. Effective January 4, 2025, represented employees shall receive a 1.50% wage increase.

282c. Effective close of business June 30, 2025, represented employees shall receive a 1.00% wage increase.

282d. Effective July 1, 2025, represented employees shall receive a 1.00% wage increase.

282e. Effective January 3, 2026, represented employees shall receive a 1.50% wage increase.

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

282f. Effective close of business June 30, 2026, represented employees shall receive a 2.00% wage increase.

282g. Effective January 2, 2027, represented employees shall receive a 2.00% wage increase.

282h. Effective close of business June 30, 2027, represented employees shall receive a 2.50% wage increase.

288. 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.

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

.....

### ARTICLE V – WORKING CONDITIONS

#### SECTION IE - DURATION

816. This Agreement shall be effective July 1, ~~2022~~2024, and shall remain in full force and effect through June 30, ~~2024~~2027. The parties agree that each will make every good faith effort to conclude a successor agreement on or before the expiration date noted.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

  
Jonathan Wright  
Chief Negotiator

Date

  
Nato Green  
Union Chief Negotiator

Date

APPROVED AS TO FORM

Meera Bhatt  
Deputy City Attorney

Date

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**TA – Equity Adjustment – City Counter to UP068.004, UP069, and UP070**

Date: 5/20/24

Time: 3:40pm

**Article III. Pay, Hours and Benefits**

**III.A. Schedules of Compensation**

287a. Effective July 1, 2024, all classifications shall receive a one-time wage adjustment of one percent (1%).

287b. Effective January 4, 2025, all classifications shall receive a one-time wage adjustment of one percent (1%).

287c. Effective January 3, 2026, all classifications shall receive a one-time wage adjustment of one percent (1%).

287d. Effective January 2, 2027, all classifications shall receive a one-time wage adjustment of one percent (1%).

287e. Effective close of business June 30, 2027, all classifications shall receive a one-time wage adjustment of one-half percent (0.5%).

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Jonathan Wright  
Chief Negotiator

Date

Nato Green  
Union Chief Negotiator

Date

APPROVED AS TO FORM

Meera Bhatt  
Deputy City Attorney

Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

**TA - UP033.002 – Work Schedules Posted in Advance  
(APRIL 18 UNION COUNTER TO CITY COUNTER OF APRIL 16, 2024)**

Date: \_\_\_\_\_

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

### TENTATIVE AGREEMENT

**Article III – PAY, HOURS AND BENEFITS  
Section B – WORK SCHEDULES**

**ADD NEW PARAGRAPH TO ARTICLE III.B. WORK SCHEDULE:**


**295a. Effective no later than the dates set forth below, the Department of Public Health shall publish work schedules at least four (4) weeks in advance of the time period covered by such work schedule:**

- **San Francisco General Hospital (all departments): December 31, 2024**
- **All other DPH departments/facilities: June 30, 2025**

Tentative Agreement:

FOR THE CITY

FOR THE UNION

 4/30/24  
Jonathan Wright  
Chief Negotiator Date

 4/30/24  
Gerry Daley  
Union Chief Negotiator Date

APPROVED AS TO FORM

 5/2/24  
Meera Bhatt  
Deputy City Attorney Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

TA - UP034.003 - Trading Shifts

(APRIL 30 UNION COUNTER TO CITY COUNTER OF APRIL 30)

Date: \_\_\_\_\_

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

### TENTATIVE AGREEMENT

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

##### SECTION B – WORK SCHEDULE

#### ADD NEW PARAGRAPH TO ARTICLE III.B WORK SCHEDULE:

##### III.B. WORK SCHEDULE

*(SECTION III.B. Work Schedule does not apply to P103 Per Diem Nurses except for paragraph 296 and 297 regarding compensation for missed meal periods and rest breaks.)*

##### Trading Shifts

**295a. Employees may trade shifts, provided that the trade imposes no additional costs for the employer, the employees provide advanced written notification of the shift trade for approval to their respective nurse manager or designee, and provided that the only reasons for disapproval are:**

**(1) that the proposed trade would leave the affected shift without the equivalent skillset necessary as determined by the Department on the affected shift(s), including charge nurse coverage;**

**(2) that one (1) or more of the employees seeking the proposed trade are on performance improvement plans that cannot be implemented on the affected shift(s);**  
**or**

**(3) that one (1) or more of the employees seeking the proposed trade are subject to an ADA-related accommodation which cannot be implemented on the affected shift(s).**

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

Tentative Agreement:

FOR THE CITY

  
Jonathan Wright  
Chief Negotiator

Date

5/1/24

FOR THE UNION

  
Gerry Daley

Union Chief Negotiator

Date

5/1/24

APPROVED AS TO FORM

  
Meera Bhatt  
Deputy City Attorney

Date

5/2/24

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### TA – UP028.001 Bilingual Pay

Date: 5/16/24

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

### Article III – PAY, HOURS, AND BENEFITS

#### Section D. ADDITIONAL COMPENSATION

##### Bilingual Pay

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

Tentative Agreement:

FOR THE CITY

  
Jonathan Wright  
Chief Negotiator

Date

FOR THE UNION

  
Gerry Daley  
Union Chief Negotiator

Date

APPROVED AS TO FORM

  
Meera Bhatt  
Deputy City Attorney

Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

TA – UP042.001 – Seniority

Date: \_\_\_\_\_

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

### TENTATIVE AGREEMENT

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

#### SECTION K – SENIORITY AND SHIFT ASSIGNMENT/STAFF NURSES

##### Seniority Defined

446. Seniority shall be defined as ~~the length of continuous service~~ **total time** in the same classification for the City.

##### Preservation of Seniority

**446a. Nurses who promote to a higher classification who later return to their prior appointment shall retain their seniority from their prior appointment.**

Tentative Agreement:

FOR THE CITY

FOR THE UNION

  
Jonathan Wright  
Chief Negotiator

Date

  
Gerry Daley  
Union Chief Negotiator

Date

APPROVED AS TO FORM

  
Meera Bhatt  
Deputy City Attorney

  
Date

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**TA - UP037.001 – P103 Seniority**  
**(4/18/24 City Counter to UP037.001)**

Date: \_\_\_\_\_

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

**TENTATIVE AGREEMENT**

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

**SECTION K – SENIORITY AND SHIFT ASSIGNMENT/STAFF NURSES**

*(With exception of the P103 seniority conversion, SECTION III. L. Seniority and Shift Assignment/Staff Nurses does not apply to P103 Per Diem Nurses)*

**SENIORITY UPON CONVERSION FROM P103 TO PERMANENT CIVIL SERVICE**


**446b. A P103 employee who converts to a permanent civil service appointment shall be granted seniority at seventy-five percent (75%) of hours worked in P103 status.**

**446c. Time credited towards seniority does not impact Citywide seniority as described in the Civil Service Rules.**

Tentative Agreement:


FOR THE CITY

FOR THE UNION

 5/8/24  
Jonathan Wright  
Chief Negotiator Date

 5/8/24  
Gerry Daley  
Union Chief Negotiator Date

APPROVED AS TO FORM

 5/8/24  
Meera Bhatt  
Deputy City Attorney Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### TA - UP054.002 Vacation Schedule Bidding (City Counter 5/13/24)

Date: \_\_\_\_\_

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

### TENTATIVE AGREEMENT

#### Article III – PAY, HOURS, AND BENEFITS

#### Section T – VACATION SCHEDULING

505. 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)~~ Twice a year, at times established by the Appointing Officer or designee, any nurse may submit up to three (3) choices of preferred vacation for the subsequent ~~twelve (12)~~ six (6) month period. The Appointing Officer or designee shall approve such choices based on the nurse's seniority as provided herein. Regardless of seniority, a nurse will be guaranteed the nurse's first choice at least once every ~~three (3)~~ two (2) years. The Appointing Officer or designee 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 sign-up period shall schedule vacation by mutual agreement with the Department, provided that such mutually agreed vacation schedules shall not supersede vacation scheduled by submission.

Tentative Agreement:


FOR THE CITY

 5/14/24  
Jonathan Wright  
Chief Negotiator Date

FOR THE UNION

 5/14/24  
Gerry Daley  
Union Chief Negotiator Date

APPROVED AS TO FORM

 5/14/24  
Meera Bhatt  
Deputy City Attorney Date

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TA - CP031.003 – Process for Reassignment

Date: 5/16/24

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

TENTATIVE AGREEMENT

Article III – PAY, HOURS AND BENEFITS

Section W – REQUESTS FOR VOLUNTARY REASSIGNMENTS

III.W. REQUESTS FOR VOLUNTARY REASSIGNMENTS

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

527. The Department shall provide weekly electronic notifications to all nurses of Registered Nurse vacancies in covered classifications. Such vacancies shall be posted online for fourteen (14) calendar days, in order to provide information on current vacancies approved to be filled for which the Department is recruiting. The posting will note whether the position is available for a full-time or part-time employee. Full-time and part-time Permanent Civil Service employees who have passed their probationary period may request reassignment to any available positions in their classification. Part-time employees may request reassignment for positions up to 1.0 FTE. The postings shall be a summary of approved vacant positions, which will include job title, location, shift, FTE, qualifications, selection criteria, and contact person. Vacancies within a particular unit will be posted in hard copy form in the Unit. At SFGH, a hard copy will be posted on the bulletin board outside the cafeteria.

Process for Reassignment

528. Permanent Registered Nurses who have passed their probationary period may at any time request reassignment to another vacant position in their job classification during the posting period. The City agrees to retrain permanent Registered Nurses who request and who are accepted for reassignment. All employees seeking an internal reassignment who meet the minimum qualifications and selection criteria of the applied-for specialty will be interviewed and considered for reassignment prior to hiring from an eligible list. The Department will select RNs who requested reassignment during the posting period for reassignment based on selection methods appropriate for the position including, but not limited to, licensure, certification, interview scores (top scores are selected), minimum qualifications, and seniority. ~~except that~~ The Department shall pass over a Registered Nurse who has received a final disciplinary action of suspension-level or higher within the prior three (3) years or is currently on a developmental plan. Absent mutual agreement, an employee may not be reassigned pursuant to this Requests for

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

**Voluntary Reassignments provision more than twice in a two (2) year period. After the expiration of the posting period, the Department has the option to offer reassignment to nurses in the bargaining unit or to use any other means permissible under Civil Service rules.**

~~529. Temporary reassignments may be made pending permanent assignments in order to provide proper care.~~

530. This provision does not supersede the provisions of Seniority and Shift Assignment/Staff Nurses in Article III.

### Selection Criteria

531. Registered Nurses requesting reassignment to another position must meet the qualifications for the position and the criteria for selection. Subject to the preceding sentence, nurses shall be deemed qualified to apply for re-assignment to any position open to a new graduate nurse. In cases where applicants possess equal qualifications, based on selection criteria, seniority shall apply. In determining reassignment within a unit, seniority shall be a primary factor.

### Order of Selection

532. When filling vacant nursing positions, the City agrees to give first priority to permanent Registered Nurses requesting reassignment within the unit, second priority to permanent Registered Nurses requesting reassignment within the facility, and third priority to permanent Registered Nurses who apply for positions in another facility or division within Department of Public Health.

### Nurses at Human Services Agency

~~533. Permanent Registered Nurses employed at Human Services Agency may, at any time, request reassignment to another vacant position, including positions in the Department of Public Health, in their job classification. Permanent Registered Nurses employed at the Department of Public Health may also, at any time, request reassignment to Human Services Agency's vacant positions in their job classification.~~

### Per Diem Nurses Class P103 and As-Needed **Exempt** Nurses

534. ~~Per Diem Nurses and As-Needed **exempt** Nurses~~ must pass the Civil Service examination and attain eligibility on an eligible list in order to receive a permanent appointment **and to be eligible for reassignment.** ~~Per Diem nurses Class P103 and As-Needed nurses are not eligible for internal reassignments.~~

### SFGH and Laguna Honda

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

535. SFGH and Laguna Honda agree to post notices of assignment opportunities for represented classifications as specified in this Agreement, outside of direct patient care, that become available from time to time. These work assignments, within a Unit, may be short term in nature or on-going. Out of Class Assignments are not posted. Permanent employees will be considered for such positions ahead of P103s.
536. In the event there is an opportunity for a 0.5 FTE or greater Non-Direct Patient Care Assignment available for employees within the facility, the assignment will be posted for all employees in an eligible classification at that facility.
537. The intent of this section is to allow all employees represented through this Agreement to be considered for the assignment opportunity and for such employees to be able to try different work. Examples of these assignment opportunities are: project work to update computer records or to work on quality assurance projects in order to compile reports.

### Community Clinics and Public Health


538. Employees in classifications represented through this Agreement assigned to Community Clinics and Public Health will be notified of all 0.5 FTE or greater assignments in such locations that are temporary in nature and that last longer than two (2) weeks, and thus not covered by the Reassignment Process in Article III Requests for Voluntary Reassignments. Permanent employees will be considered for such positions ahead of P103s.

### Position Elimination Due to Reorganization or Other Operational Causes

539. This provision does not supersede the provisions of Seniority and Shift Assignment/Staff Nurses.

Tentative Agreement:


FOR THE CITY

 5/16/24  
Jonathan Wright  
Chief Negotiator Date

FOR THE UNION

 5/16/24  
Gerry Daley  
Union Chief Negotiator Date

APPROVED AS TO FORM

 5/16/24  
Meera Bhatt  
Deputy City Attorney Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### TA – CP028.001 – COVID-19 Worker Retention Pay

Date: \_\_\_\_\_

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

### TENTATIVE AGREEMENT

### Article III – PAY, HOURS, AND BENEFITS

#### Section CC. – HOSPITAL AND SKILLED NURSING FACILITY COVID-19 WORKER RETENTION PAY

#### ~~III.CC. HOSPITAL AND SKILLED NURSING FACILITY COVID-19 WORKER RETENTION PAY~~

~~560. In accordance with Senate Bill 184 signed into law by the Governor on June 30, 2022, adding Part 4.6 of Division 2 of the California Labor Code, the City of San Francisco will provide a one-time worker retention payment as described in paragraphs 561, 562 and 563 below, funded by the State of California and consistent with the terms and conditions set forth in the California Labor Code sections 1490, et seq.~~

~~561. Eligible part-time employees, as defined by California Labor Code section 1491 (f), assigned to work onsite at locations within the SF Health Network (which includes Zuckerberg San Francisco General Hospital and Laguna Honda Hospital and all Ambulatory Care Clinics, Behavioral Health Clinics, Population Health Clinics, County Jail Sites, and Population Health community outreach programs) who worked at least one hundred (100) hours and no more than three hundred ninety-nine (399) hours between July 30, 2022, through October 28, 2022, shall receive a one-time worker retention payment of up to seven hundred fifty (\$750) dollars contingent on and at such time as the California Department of Health Care Services issues payments pursuant to Senate Bill 184.~~

~~562. Eligible full-time employees, as defined by California Labor Code section 1491(e), assigned to work onsite at locations within the SF Health Network (which includes Zuckerberg San Francisco General Hospital and Laguna Honda Hospital and all Ambulatory Care Clinics, Behavioral Health Clinics, Population Health Clinics, County Jail Sites, and Population Health community outreach programs) who worked at least four hundred (400) hours between July 30, 2022 through October 28, 2022, shall receive a one-time worker retention payment of up to one thousand (\$1000) dollars contingent on and at such time~~

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

~~as the California Department of Department of Health Care Services issues payments pursuant to Senate Bill 184.~~

~~563. Hospital and skilled nursing facility retention pay shall not be considered compensation for the purpose of computing retirement benefits.~~

~~564. This section is not subject to the grievance and arbitration procedure of this Agreement. However, in the event of a dispute, the employee or labor organization can file an appeal as described in Section 1493 of SB 184.~~

Tentative Agreement:


FOR THE CITY

FOR THE UNION

 4/18/24  
Jonathan Wright  
Chief Negotiator Date

 4/18/24  
Gerry Daley  
Union Chief Negotiator Date

APPROVED AS TO FORM

 4/23/24  
Meera Bhatt  
Deputy City Attorney Date

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TA - UP047.001 Tuition Reimbursement  
(City Counter 5/13/24)

Date: 5/16/24

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

Article IV. Training and Career Development  
IV.A. Educational Opportunities

4. Tuition Reimbursement

575. The City agrees to allocate ~~Three~~ Four Hundred Thousand Dollars (~~\$300,000~~ \$400,000) per fiscal year to the Tuition Reimbursement Program for nurses covered by this Agreement. Unused funds shall not be carried forward to the next fiscal year. Solely at the discretion of the Appointing Officer or designee, such funds may be supplemented with department funds budgeted for training, subject to the restrictions of applicable law, ~~including Administrative Code Chapter 12X.~~

Tentative Agreement:

FOR THE CITY

FOR THE UNION

[Signature]  
Jonathan Wright  
Chief Negotiator

Date

[Signature]  
Gerry Daley  
Union Chief Negotiator

Date

APPROVED AS TO FORM

[Signature]  
Meera Bhatt  
Deputy City Attorney

Date

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**TA - UP050.001 - Tuition Reimbursement Tracking  
(5/2/24 City Counter to UP050.001)**

Date: \_\_\_\_\_

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

**TENTATIVE AGREEMENT**

**Article IV – TRAINING AND CAREER DEVELOPMENT**

**Section A – EDUCATIONAL OPPORTUNITIES**

582. Reporting. ~~An annual~~ **A monthly** audit of the Tuition Reimbursement Fund ~~for each fiscal year~~ for the nurses covered by this MOU shall be submitted to the ~~Joint Labor Monitoring Committee~~ **Union** by ~~November 1st~~ **the fifteenth** of each ~~fiscal year~~ **month** showing **current** fund activity ~~for the prior fiscal year~~, including names, job class, department, expense description, paid amount, and denials by the Department of Human Resources

Tentative Agreement:

FOR THE CITY

FOR THE UNION

  
Jonathan Wright  
Chief Negotiator

Date

  
Gerry Daley  
Union Chief Negotiator

Date

APPROVED AS TO FORM

  
Meera Bhatt  
Deputy City Attorney

  
Date

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**TA - UP041.001 – P103 Licensing Reimbursement  
(City Counter 5/13/24)**

Date: \_\_\_\_\_

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

**TENTATIVE AGREEMENT**

**ARTICLE IV – TRAINING AND CAREER DEVELOPMENT**

**SECTION E – REIMBURSEMENT FOR MANDATORY STATE OF CALIFORNIA LICENSES**

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

613. Nursing Licenses. On an annual basis, the City will provide permanent civil service nurses who are regularly scheduled 0.4 FTE and above, an annual payment equivalent to half of the cost of the California license and furnishing number renewals fees where the license is listed as a minimum qualification for the Nurse's permanent civil service position. **Exempt Nurse Practitioners and exempt Nurse Midwives who are regularly scheduled 1.0 FTE shall also be eligible.** The licensing payment shall be made at the end of the first quarter of the fiscal year and shall be less all applicable federal, state and local withholdings. These payments are not deducted from the Tuition Reimbursement Program.
614. The annual licensing payments **and furnishing fee payments, for those classifications that require it,** in effect for the duration of this agreement shall be equivalent to half the California Board of Registered Nursing fee schedule in effect as of July 1, 2022, as described in the table below. If the fee schedule below is increased during the term of this Agreement, the reimbursement will be increased proportionately no later than forty-five (45) days after written notification from the Union of such increase. No retroactive payments shall apply.

<b>Classification</b>	<b>Licensing and Furnishing Fee Payments</b>
2320 Registered Nurse	\$95
2323 Clinical Nurse Specialist	\$170
2325 Nurse Midwife	\$256
2328 Nurse Practitioner	\$256
2330 Anesthetist	\$170
2830 Public Health Nurse	\$158

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

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

Tentative Agreement:

FOR THE CITY

FOR THE UNION

 5/14/24  
Jonathan Wright  
Chief Negotiator Date

 5/14/24  
Gerry Daley  
Union Chief Negotiator Date

APPROVED AS TO FORM

 5/14/24  
Meera Bhatt  
Deputy City Attorney Date

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TA - UP002.001 ED Staffing Side Letter  
(5/2/24 City Counter to UP002.001)

Date: \_\_\_\_\_

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

TENTATIVE AGREEMENT

Article V – WORKING CONDITIONS

New Section (Move Side Letter to Body of MOU)

ED Staffing

665a. DPH shall assign at least two nurses to Triage at all times, and at no time will DPH assign a Triage nurse to direct patient care. Only when there are no patients needing triage or requiring waiting room reassessment may DPH assign a Triage nurse to perform other, time-limited nursing tasks.

665b. DPH shall include in the ED census any triaged patients in the ED waiting room.

665c. A period of "saturation" is defined as a period during which an increase in the number or acuity of patients in the ED exceed its capacity. The ED Charge Nurse shall document all periods of "saturation" on the CN Daily Report. The documentation shall include the time(s) that notifications of the "saturation" period were given to AOD, AIC, the ED Nurse Manager on call, and the ED Director, and shall identify the person(s) providing such notifications. Such documentation shall also describe efforts taken to maintain required staffing levels, including all Diversion reporting forms.

665d. DPH shall make reasonable efforts to ensure compliance with the foregoing. *This side letter is not subject to the grievance procedure.*

May 24, 2019

**Side Letter of Agreement: ED Staffing**

DPH shall assign at least two nurses to Triage at all times, and at no time will DPH assign a Triage nurse to direct patient care. Only when there are no patients needing triage or requiring

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

~~waiting room reassessment may DPH assign a Triage nurse to perform other, time limited nursing tasks.~~

~~DPH shall include in the ED census any triaged patients in the ED waiting room.~~

~~A period of "saturation" is defined as a period during which an increase in the number or acuity of patients in the ED exceed its capacity. The ED Charge Nurse shall document all periods of "saturation" on the CN Daily Report. The documentation shall include the time(s) that notifications of the "saturation" period were given to AOD, AIC, the ED Nurse Manager on call, and the ED Director, and shall identify the person(s) providing such notifications. Such documentation shall also describe efforts taken to maintain required staffing levels, including all Diversion reporting forms.~~

~~DPH shall make reasonable efforts to ensure compliance with the foregoing. This side letter is not subject to the grievance procedure.~~

Tentative Agreement:

FOR THE CITY

  
Jonathan Wright  
Chief Negotiator

Date

FOR THE UNION

  
Gerry Daley  
Union Chief Negotiator

Date

APPROVED AS TO FORM

  
Meera Bhatt  
Deputy City Attorney

  
Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### TA – UP003.001 – Staffing Ratio Issues Grievable – City Counter

Date: 5/20/24

Time: 4:55pm

### Article V – WORKING CONDITIONS

#### Section V.A. STAFFING

##### i. Dispute Resolution

705. The Staffing provisions, its appendices, and Article V.B shall not be subject to the grievance procedure.
706. Allegations of substantial and continuing violations of Articles V.A. and V.B. (staffing) listed in this section or appendices and staffing related standards of care, which is defined as staffing obligations that are mandated by the State under Title 22 will be resolved as follows:

##### *Selection of Neutral Third-Party*

- 706a. *Unless the parties agree otherwise, the third-party neutral shall be selected by alternately striking names (first strike determined by lot) from a list of five (5) names to be determined by mutual agreement. The parties will meet within thirty (30) days of the execution of this agreement to establish the list of neutrals. In the event no agreement is reached, the panel will be established by alternately striking names from a list of fifteen (15) arbitrators provided by State Mediation and Conciliation Service, until five (5) names remain.*

- 706a.** *At the start of ~~the~~ each fiscal year, the parties will pre-schedule ~~three~~ four (3) (4) dates for hearing such disputes.*

- 706b.** *The third-party neutral may only be brought in ~~three (3)~~ four (4) times per fiscal year, for all disputes arising in DPH.*

##### Step I:

707. The Union shall initiate the dispute resolution procedure by submitting such allegations to the administrator of the facility (i.e.; the SFGH Executive Director, LHH Executive Administrator, Deputy Director for Community Health Programs, Deputy Director for Mental Health Programs) **within fifteen (15) calendar days of the facts or event giving rise to the alleged staffing violation.** Such allegations shall specify the exact nature of

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## Employee Relations

City and County of San Francisco  
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SEIU, Local 1021 RN

the claimed violation, including work units involved, dates, shifts, and other circumstances surrounding the alleged violation. The administrator of the facility shall review and investigate the allegations and, if deemed necessary, submit a plan of correction to the monitoring committee for evaluation and recommendation prior to the administrator's formal submission of such plan of correction. Within thirty (30) days of the Union submission of said allegations, the Administrator of the facility shall issue a formal response which may include a plan of correction if deemed necessary. **Failure of the Department to follow the time limits, unless mutually extended, shall serve to move the allegation to the next step.**

### Step II:

708. If, after monitoring committee evaluation, and no later than fifteen (15) calendar days after receipt of the administrator's formal response, the Union believes the alleged violation is unresolved, it may submit its specific objections to the Director of Health to review and investigate the allegations. **The Union may include a proposed plan of correction. Failure by the Union to follow the time limits, unless mutually extended, shall cause the allegation to be withdrawn.** If it deems it necessary, the Union may simultaneously submit to the Director of Health its own ~~proposed plan of correction~~. The Director of Health shall have thirty (30) days to submit a response. **Failure of the Department to follow the time limits, unless mutually extended, shall serve to move the allegation to the next step.**

### Step III:

709. If the Union believes the Director of Health's response is still not satisfactory, and/or the alleged violation is unresolved, either party may request mediation. In such event, the parties shall arrange for mediation with **the pre-selected neutral described in paragraph 706a, Selection of Neutral Third-Party** ~~a mediator from the State Mediation and Conciliation Service~~, within thirty (30) days of such request, in an attempt to resolve the dispute. **The moving party shall make best efforts to include a description of the allegation including copies of written communications from both parties at previous steps of this dispute resolution process. Failure to provide these earlier correspondence, materials, or evidence shall not be grounds for rejecting the allegation at Step III.** Any recommendation issued by the mediator shall not be binding on the parties, except by agreement of the City and the Union. In the event the dispute is not resolved, stipulations, admissions, settlement proposals and concessions agreed to or offered during mediation shall not be admissible at a subsequent hearing. ~~The parties further agree to submit any pending disputes as of the effective date of this agreement to mediation.~~

### Step IV:

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

710. If, following mediation, the Union believes the alleged violation remains unresolved, the Union may submit the allegation within fifteen (15) calendar days to the pre-selected neutral described in paragraph 706a a mutually agreed upon third-party neutral. Failure by the Union to follow the time limits, unless mutually extended, shall cause the allegation to be withdrawn. ~~The third-party neutral may only be brought in three (3) times per fiscal year, for all disputes arising in DPH. At the start of the each fiscal year, the parties will pre-schedule three (3) dates for hearing such disputes. The third-party neutral shall make a binding determination to resolve the dispute. Parties will request the third-party neutral to provide determination within thirty (30) days of the hearing.~~
711. Notwithstanding any prior arbitration award regarding the definition of “one (1) specific staffing issue,” the third-party neutral’s authority is limited to one (1) specific staffing issue only and shall not include other matters such as job assignments, work schedules or other matters covered by this MOU. The determination of the third-party neutral must ~~take into account~~ consider: area standards regarding staffing, state and federal laws, experts’ recommendations regarding quality of care, business needs, the City’s financial ability to comply with the proposed resolution, and any other relevant information presented by the parties. In determining a staffing issue, the third-party neutral’s determination must fall within allocated DPH resources. ~~The third-party neutral shall make a binding determination to resolve the dispute. Parties will request the third-party neutral to provide determination within thirty (30) days of the hearing.~~

### *Selection of Neutral Third-Party*

- ~~712. Unless the parties agree otherwise, the third-party neutral shall be selected by alternately striking names (first strike determined by lot) from a list of five (5) names to be determined by mutual agreement. The parties will meet within thirty (30) days of the execution of this agreement to establish the list of neutrals. In the event no agreement is reached, the panel will be established by alternately striking names from a list of fifteen (15) arbitrators provided by State Mediation and Conciliation Service, until five (5) names remain.~~

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

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Tentative Agreement:


FOR THE CITY

 5/20/24  
Jonathan Wright  
Chief Negotiator Date

APPROVED AS TO FORM

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

FOR THE UNION

 5/20/24  
Nato Green  
Union Chief Negotiator Date













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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### TA – UP013.003 Safer Workplace – City Counter

Date: 5/20/24

Time: 3:40pm

### ARTICLE V – WORKING CONDITIONS

### SECTION E – HEALTH AND SAFETY

#### Workplace Violence Prevention (WVP) Committee

767. The City and the Union are committed to providing a safe working environment and to complying with applicable State and Federal safety standards including CalOSHA regulations.
768. The WVP committee will research, develop, and recommend measures to improve safety strategies, trainings, and to reduce violent incidents at SFGH, LHH, and SFDPH Community programs. The committee will report to the joint Committee RN/DPH Labor Management Monitoring Committee (LMMC).
- 768a. Upon the Union's request, the Department shall provide the Union with workers' compensation assault claim data and Occupational Safety and Health Administration (OSHA) Form 300 logs.**
- 768a. The parties will meet to discuss developing other strategies to address safety concerns including, but not limited to, providing appropriate safety training and increasing the number of panic buttons.**
769. The WVP committee will consist of up to six (6) members selected by DPH management and six (6) frontline patient care staff designated by SEIU Local 1021. Labor and management may also select additional alternative representatives that may attend in the place of their six (6) designated representatives. Labor constitutes SEIU Local 1021 staff and members. The Committee will be co-chaired by representatives from management and labor.
770. The committee will meet once every month for two (2) hours as paid release time. Meeting minutes will be taken and made available by the next meeting.
771. The Labor co-chair of the committees shall be granted up to six (6) hours of release time every month to do the work of the committee co-chair including committee meetings. If committee members are assigned work from the WVP committee meeting, they will be granted up to two (2) hours of release time per month for such work.

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## Employee Relations

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### Panic Buttons Maintenance and Testing

771a. Panic buttons shall be tested and maintained on a regular basis.

Tentative Agreement:

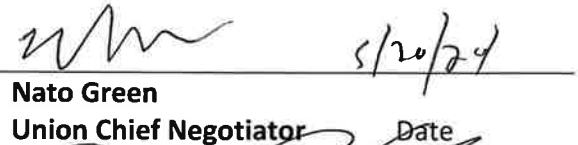
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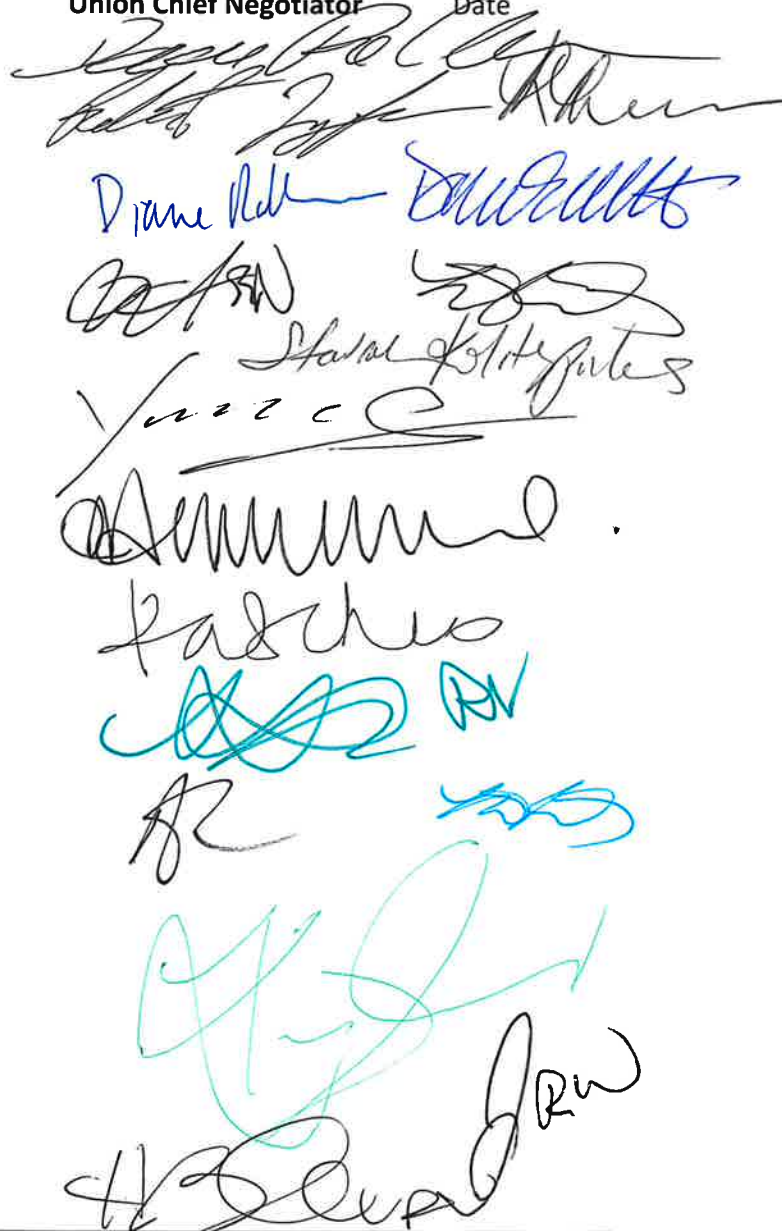
 5/20/24  
Jonathan Wright  
Chief Negotiator Date

APPROVED AS TO FORM

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

FOR THE UNION

 5/20/24  
Nato Green  
Union Chief Negotiator Date



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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### TA – UP015.002 Telecommuting – City Counter

Date: 5/20/24

Time: 3:40 pm

### Article V – WORKING CONDITIONS

#### Section I – TELECOMMUTING

807. An employee who meets the Telecommuting Program eligibility criteria and program guidelines may apply to participate in the Telecommuting Program. **Requests for participation in the Telecommuting Program shall be responded to within thirty (30) days.** As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject to the telecommuting appeal process. Telecommuting agreements will be offered within a department, program, or clinic based on operational need and in an equitable manner.
808. In addition to the above, the Department will approve telecommuting agreements for nurses regularly scheduled for administrative time to the extent possible. Any telecommute agreement is subject to staffing needs and not guaranteed. Any employee on an approved telecommute agreement must be able to report to work within two (2) hours in case of safety, staffing, and other onsite service needs.
809. Either a telecommuting employee or the City may end a telecommuting arrangement at any time, however, telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. In the event a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal the decision to the City's Human Resources Director, whose decision shall be final and binding. Neither the Telecommuting Program nor this section are subject to the grievance and arbitration procedure of this Agreement.

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## Employee Relations

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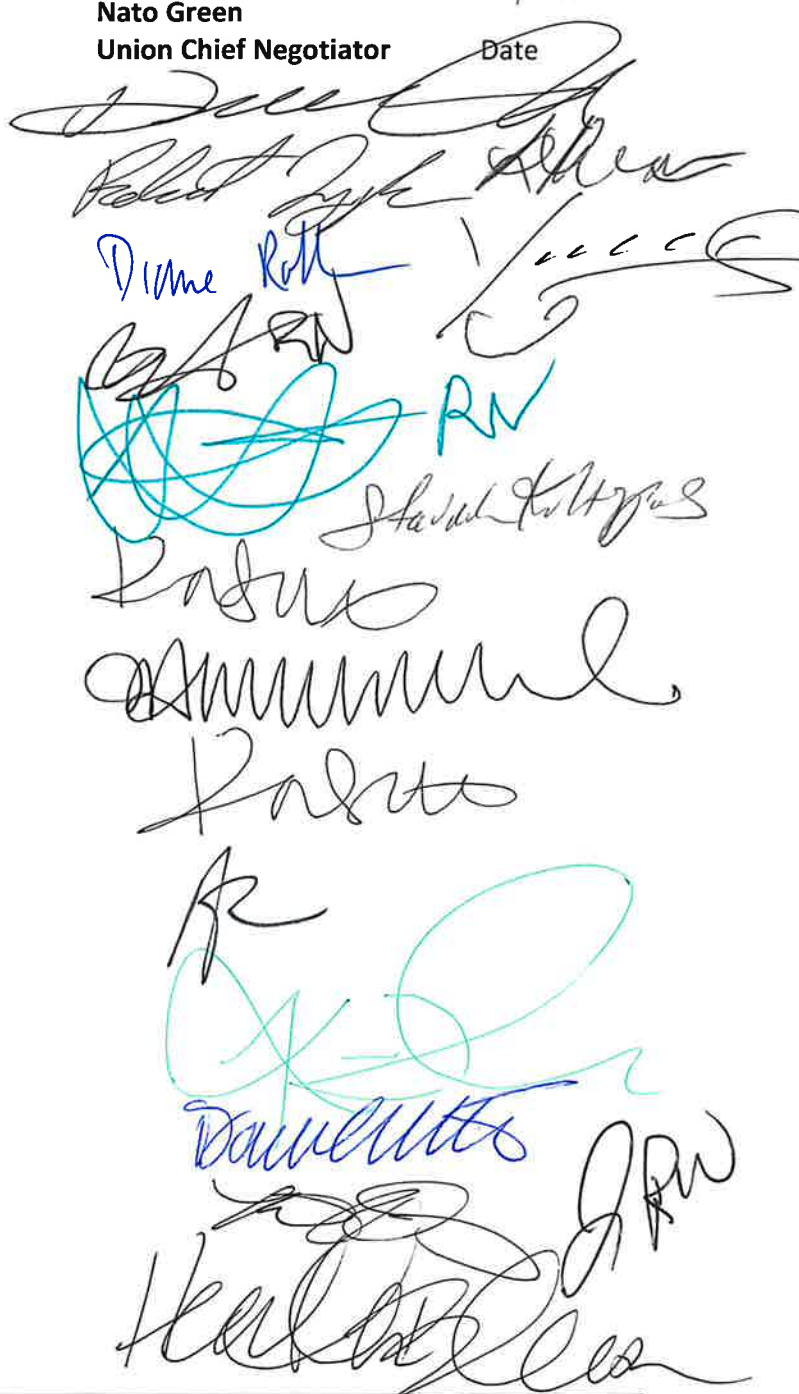
  
Nato Green  
Union Chief Negotiator

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Deputy City Attorney

Date



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## Employee Relations

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Department of Human Resources

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### TA – UP011.002 – AI and Other New Tech – City Counter

Date: 5/20/24

Time: 3:40

#### SIDE LETTER RE: ARTIFICIAL INTELLIGENCE AND OTHER NEW TECHNOLOGIES

The City and the Union recognize that new clinical technologies, including but not limited to Artificial Intelligence ("AI"), have the potential to improve quality outcomes and patient safety, and that when used in the patient care setting:

A. Technology can help with delivering safe, therapeutic and effective patient care. Technology has the potential to improve information access and options for clinical decision-making. The parties agree that new technologies must be implemented consistent with the law, including protection of patient confidentiality;

B. Technology, in part, is intended to enhance, not degrade nursing skills;

C. Consistent with the Meyer-Milius-Brown Act (MMBA) and prior to implementation of any new technology that significantly or adversely affects working conditions of employees covered under this MOU, the City shall provide notice to the Union and an opportunity to meet and confer about negotiable effects under the MMBA.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Jonathan Wright  
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Nato Green  
Union Chief Negotiator

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Meera Bhatt  
Deputy City Attorney

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## Employee Relations

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Department of Human Resources

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SEIU, Local 1021 RN

### TA - UP060.003 – Parking (City Counter 5/14/24)

Date: 5/16/24

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

To be appended to the end of the Side Letter Re: Side Letter - Creation of an Evening Shift Parking Program

#### Pilot Parking Pass Review Process

Effective July 1, 2024, the City will implement the following Pilot Parking Pass Review process:

1. No later than September 30, 2024, the City will provide the Union with a complete list of all bargaining unit parking pass holders.
2. No later than October 31, 2024, the City will purge the above list of all pass holders who are no longer employed or were not the original holders of the pass (i.e., people who received a parking pass without going through the official City permit application process).
3. No later than November 30, 2024, the City will offer the passes that were recovered through the process set forth in item 2 above to the parking pass waiting list.
4. The City will provide the Union semi-annually, no later than December 31 and June 30 of each year of this agreement, with the current waiting list of bargaining unit members who have applied for but not yet received a parking pass.
5. The City will repeat steps 1 and 2 semi-annually, no later than March 31 and September 30 of each year of this agreement.
6. This pilot shall expire on June 30, 2027, unless mutually extended by the parties.

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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SEIU, Local 1021 RN

Tentative Agreement:

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Jonathan Wright  
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Meera Bhatt  
Deputy City Attorney

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**UP038.005 - ~~P103 Conversion~~ Exempt Employees Hiring Preference - City Counter**

Date: 5/16/24

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

**Side Letter on Exempt Nurse Priority Hiring**

**The DHR Director will seek Civil Service Rule amendments to allow the City to fill vacant positions more rapidly, including amendments that will make it easier for employees with exempt status to seek Permanent Civil Service (PCS) appointments.**

**The Union and the City agree to use "rule of the list" as the default certification rule for all eligible lists established through this process.**

**The City and the Union agree that no later than December 30, 2024, they will jointly petition to the Civil Service Commission to request the Civil Service Rule changes described above.**

**Prior to the adoption of a potential rule change by the Civil Service Commission as described above, the Department of Public Health (DPH) when filling vacant nursing positions will give priority consideration as follows:**

- 1. Reassigning permanent nurses requesting reassignment within the unit.**
- 2. a) Hiring P103 Per Diem Nurses on an eligible list who have worked an average of forty-eight (48) hours per month in the previous year within the unit where the vacancy exists.**
- 2. b) Hiring exempt nurses (not P103s) on an eligible list who have worked an average of forty-eight (48) hours per month in the previous year within the unit where the vacancy exists.**
- 3. Reassigning permanent nurses requesting reassignment within the facility.**
- 4. Reassigning permanent nurses who apply for positions in another facility or division within DPH.**
- 5. Hiring candidates from an active eligible list.**

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## Employee Relations

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If, during the life of this Side Letter, there are inquiries or complaints regarding the merit-based selections in filling vacant nursing positions, the parties may submit an Inspection Service Request to the Civil Service Commission office for investigation and resolution of the matter.

While the Side Letter is in effect, paragraph 532 of the MOU will be suspended. Within thirty (30) calendar days after the adoption of any applicable Civil Service Rules, the MOU will be reopened for the sole and limited purposes of amending Articles II.B. Civil Service Examinations and Article III.W. Voluntary Reassignment consistent with the Civil Service Rule changes. If, after meeting for no sooner than three (3) months, there is a dispute over amending Article III.W., the parties will engage in mediation and utilize Najeeb Khoury as the mediator. Upon the completion of those negotiations, this Side Letter will expire.

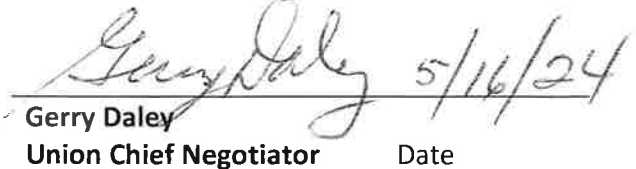
Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Civil Service Commission outside of the process set forth in this side letter to streamline City hiring processes.

Tentative Agreement:

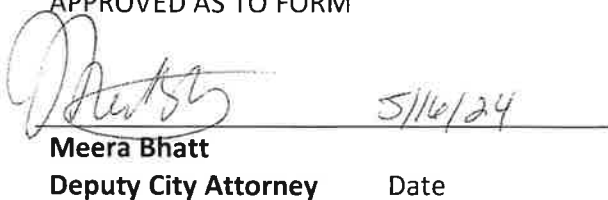
FOR THE CITY

FOR THE UNION

 5/16/24  
Jonathan Wright  
Chief Negotiator Date

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Gerry Daley  
Union Chief Negotiator Date

APPROVED AS TO FORM

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Meera Bhatt  
Deputy City Attorney Date

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 RN

### Append to TA – UP066.005 – Staffing Pilot Program

Date: 5/20/24

Time: 4:33pm

Append the following agreement to TA-UP066.005 – City Counter

#### UP066 Staffing Pilot Program Side Letter

This side letter establishes a joint labor management committee ("Committee") to create a pilot program to review nurse staffing at DPH. Each party shall designate four representatives to serve on the Committee. The City shall provide paid release time to the four union representatives and other subject matter experts as needed.

Each year during the term of the agreement, no later than September 30 of each calendar year, the City shall provide SEIU Local 1021 an electronic malleable file that contains the following information for all RN bargaining unit classifications for the previous fiscal year ending June 30.

1. Hours worked by P103s per pay period, by division and unit;
2. Hours worked by exempt employees (Categories 16, 17, and 18) per pay period, by classification, division, and unit;
3. Hours worked by permanent civil service employees per pay period;
4. Hours worked by registry employees per pay period, by classification, division, and unit;
5. Overtime hours worked by employees per pay period, by represented classifications, division, and unit;
6. Leave taken by employees by leave type.
7. Budgeted and vacant FTEs by classification, division, and unit.

No later than October 15 of each year, the parties shall engage in mediation with Najeeb Khoury or another agreed-upon mediator with the goal maximizing the use of permanent civil service positions to perform the work of represented employees.

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## Employee Relations

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If, by December 15 of each year, the parties are unable to reach agreement, the mediator shall issue a non-binding recommendation(s) regarding nurse staffing at DPH that is based on evidence and testimony presented during the mediation process. In making any such recommendations, the mediator shall be guided by the following factors: Bay Area standards for nurse staffing; state and federal laws; experts' recommendations, clinical evidence, and academic literature regarding quality of care; the City's operational ability to meet the proposed recommendation(s); and any other relevant information presented by the parties.

This side letter shall expire on June 30, 2027.

Tentative Agreement:


FOR THE CITY

 5/20/24  
Jonathan Wright  
Chief Negotiator Date

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Deputy City Attorney Date

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