

We are excited to announce that our SEIU 1021 San Francisco Citywide bargaining team has reached a tentative agreement (TA) with the City & County of San Francisco!

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

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

Tentative Agreement Summary

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

- Year 1: 5.25% on July 1, 2022
- Year 2: 2.50% on July 1, 2023* and 2.25%* in Jan. 2024 (*6 month offramp in case of \$300+ mil deficit)
- Due to positive pension fund results, employee contribution to the pension will be reduced by around 1%, resulting in an additional appx. 1% wage increase (actual increase will vary)

Longevity Pay: Increase from \$0.30 to \$0.50 cents (first increase since 1995).

Equity: Pay adjustments will be made for the following classifications:

- Dieticians (2622, 2624, and 2626) July 1 wage adjustment:
 - o 2622: 10.57%, 2624: 10.57%, 2626: 5.77%
- Medical Evaluation Assistants (2430)
 - MEAs shall have the same 10 step range as 2303 PCAs and be placed in new steps. MEAs working in the ED shall receive a 5% premium.
- Senior Morgue Attendant (2524)
 - 2524 who were employed as 2522 during any part of FY21-22 shall receive onetime payment of \$10,000.
- Parking Meter Repair Supervisor (7243)
 - July 1 wage adjustment: 13.75%
- Eligibility Worker Supervisor (2907)
 - Wage adjustment of current and future 2907s to be no lower than step 4.
- Neuropsychologist (2574)
 - New classification created (2573) with pay range equivalent to 2575 Research Psychologist (~7.4% wage increase).
- Animal Control Assistant Supervisor (3378)
 - July 1 wage adjustment: 11.50%
- ASR Senior Office Specialist (4215)
 - 12 months of service at Step 5 shall be eligible to receive Step 6 for all in classification
- Senior Print Mail Machine Operation (1762)
 - July 1 wage adjustment: 5.25%

Classification & equity adjustment studies: A study will be completed by January 1, 2024 to address recruitment & retention problems, salary compaction, and disparities for the following classifications:

- 1429 Nurses Staffing Assistant
- 1704 Communications Dispatcher I
- 1705 Communications Dispatcher II
- 2312 Licensed Vocational Nurse
- 2903 Hospital Eligibility Worker
- 2908 Senior Hospital Eligibility Worker
- 2904 Human Services Technician
- 2905 Human Services Agency Senior Eligibility Worker
- 2940 Protective Services Worker
- 2944 Protective Services Supervisor
- 7524 Institution Utility Worker
- 8141 Worker's Compensation Adjuster
- 8207 Building and Grounds Patrol Officer

Uniforms: Increased uniform and shoe allotment for 2700-series custodians at AIR. Sheriff's Department 8202, 1705, 8217 and 8300 uniform allowance increase to \$675. Footwear provided by City for School Crossing Guards. Increase to \$265 uniform allowance for many DPH classifications, increase to \$150 for uniform maintenance for hospital eligibility workers.

Telecommuting: Makes bargaining unit members eligible for telecommuting policy ongoing. Adds telecommuting language into the MOU and denied requests for arbitrary or capricious reasons may be appealed to HR Director.

Temporary worker pathway and hiring: Agreement to expedite hiring to the extent permissible under SF Charter and CSC Rules and seek ways to make easier for Cat 18 employees to seek PCS appointments.

Workforce Development and Career Ladders: Review classifications to promote career ladders and promotional pathways while identifying barriers to upward mobility. Increase access to career counseling services and provide PCS and Category 18 members 4 hours of release time annually to attend City or departmental workforce development trainings and in-service.

20/20 Program (SEIU Work Training Program): Double annual funding from \$200,000 to \$400,000 annual for members to be released from work to attend college courses.

No Discrimination/Reasonable Accommodation: Removal of single remedy election to allow employee to file a grievance and EEO complaint, pursuant to Gould Report recommendations. Allow reasonable accommodation decision appeal to both HR Director and grievance process.

Acting Assignment Reform: Acting assignment shall not last longer than 6 months without DHR approval and notice to union. Upon request, provide a list of members currently in acting assignments.

Legal Holidays for Part-Time Employees: Part-time employees shall receive holiday based upon ratio of 1/10 total number of hours the employee is regularly scheduled to work in a biweekly pay period, regardless of hours missed in pay period prior to holiday.

Saturday Holidays: 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 a scheduled within the current or next fiscal year. (Changed from (1) calendar year.)

Mandatory Overtime: City shall make good faith efforts to utilize voluntary OT. No sooner than 10/21/22 the City shall track voluntary vs. mandatory OT by dept and provide an annual report.

Health & Safety: The city shall post contact info of safety officers and update any changes and signage to the public regarding penalties for assaults on workforce. City commitment to expand EAP capacity, establish Tenderloin Safety Committee, PPE/Safety Labor Management Committee, provide anti-fatigue mats in certain DPH work areas, provide needle stick clean up

equipment, provide radios for transporting patients. FAM and AAM meet and discuss seating for museum guards, to be provided by 2023.

Disaster Service Worker Reform: City shall adopt a disaster staffing plan identifying examples of duties and responsibilities during a disaster, employee safety and training requirements. City to provide annual training to all employees on duties in case of disaster. Establish a command center during an emergency as well as a process to address employee issues, complaints and concerns regarding DSW assignments and scheduling. During declared emergency, bilingual employees who are not yet certified will be scheduled for the exam, however, while the exam is pending these workers shall receive the premium. The city will rotate deployments among qualified applicants to the extent possible.

Health Worker Class Series Committee: Establish a committee to review the Health Worker series and career ladder to allow greater upward mobility. Create new classification for medical interpreters.

Training for Workers in Certain Classifications:

- *Human Service Workers:* Prior to adopting new software, employees shall receive training in alignment with vendor, state or federal guidance and mandates.
- DPH Supervisor Training: Establish workforce development committee to look at staff development. All new DPH employees required to use EPIC will receive adequate training.
- Youth Guidance Center Workers: Counselors shall receive no less than one additional day of training per year in working with adult (18-25) populations including defensive tactics and extraction techniques. Protective equipment will be provided, including helmets, shields, shin guards and knee guards.
- Department of Homeless & Supportive Housing: All HOM employees required to access CareLink as part of their job will receive training.

Eligibility Worker Working Conditions: Adds task load to section on equitable distribution of workload and criteria.

Radiologic Tech pay Discrepancy: Amends pay matrix for 2471, which will result in additional step increases for some incumbent 2471s.

Department of Homeless and Housing: City will provide training in 5150 certifications for those who conduct 5150's.

SEIU 1021 Officers Release and Reimbursement: Guarantees elected union officers on leave to receive pension and benefits.

Juneteenth Holiday: Recognizes Juneteenth (June 19) Holiday in MOU.

Full contract language begins on the next page



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

TA - City Counter Supposal UP041.002 - Department of Homelessness and Supportive Housing

Date:

Time:

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

*New Section in a Department Supplemental Agreement for HSH

Department Supplemental Agreement

RE: Department of Homelessness and Supportive Housing

*** The City will provide training in 5150 certification, in accordance with industry mandates, to employees who are directed, in writing, to conduct 5150s.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Rob Szykowny Date

Dania Torres Wong

APPROVED AS TO FORM

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TA - City Counter Supposal UP041.002 - Department of Homelessness and Supportive Housing

Page 1 of 1



SEIU, Local 1021 Misc

TA - City Counter Supposal CP033.003 – 8217 and 9209 Lunch and Rest Periods

Date: _____

Time: ______

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

Departmental Supplementary Agreement Between San Francisco International Airport And Service Employees International Union Local 1021

WORK SCHEDULES

Assignment of Work

3. Meal and Rest Break Periods for Classifications 8217 Community Police Services Aide Supervisor and 9209 Community Police Services Aide

A. Meal Break

Employees are entitled to a forty-five (45) minute paid meal break.

B. Rest Breaks

Employees who work an 8-hour shift are entitled to two (2) fifteen (15) minute paid rest breaks. Employees who work a 10-hour shift are entitled to three (3) fifteen (15) minute paid rest breaks. The Department shall schedule the rest breaks.

C. Break Commencement

Meal and rest breaks shall commence once an employee arrives at the rest area, provided that the employee shall make best efforts to go directly to the rest area and return to the employee's post after the meal or rest break is over.

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Meet and Confer D.

The City shall meet and confer regarding the impacts of the meal and rest break period changes provided under this section. The meet and confer shall begin not later than 45 days prior to the implementation date of this section. Until the meet and confer has been completed, meals and breaks for 8217 and 9209 employees shall continue by current practice.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

FOR THE UNION

Robert & by kowny Rob Szykowny Date 04/20/2022

APPROVED AS TO FORM

Erik A. Rapoport Erik Rapoport 4/22/2022

Date

4/22/2022

Date

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TA - City Counter Supposal CP033.003 - 8217 and 9209 Lunch and Rest Periods



Employee Relations

City and County of San Francisco Department of Human Resources CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

City Counter Supposal UP001.002 – Mandatory Overtime

Date:

Time:

The City reserves its right to revert to its previous positions of the stand-alone proposals passed as of March 31, 2022, in the event no overall comprehensive package proposal is agreed to by April 15, 2022.

ARTICLE III – PAY, HOURS AND BENEFITS SECTION E. OVERTIME COMPENSATION

E. OVERTIME COMPENSATION

407. Overtime is hereby defined to mean time worked in excess of eight (8) hours per day or forty (40) hours per week except those electing to work ten (10) or twelve (12) hour work days. In the event an employee elects to work a ten (10) hour day, for example, the employee shall begin earning overtime rates after ten (10) hours. Legal holidays shall count as time worked for the purpose of computing overtime.

Assignment of Overtime

- 408. When an overtime assignment must be made, the most senior qualified employees shall be given the first opportunity to volunteer for the overtime assignment. If there is an insufficient number of volunteers, assignment may begin with the least senior employees able to do the work. <u>Before requiring mandatory overtime, the City shall</u> <u>make good faith efforts to utilize voluntary overtime or other appropriate personnel.</u>
- <u>409.</u> <u>As soon as administratively possible, but no sooner than October 31, 2022, the City</u> <u>will track voluntary vs mandatory overtime by department and provide an annual</u> <u>fiscal report upon request in July of each year.</u>

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City Counter Supposal UP001.002 - Mandatory Overtime

Page 1 of 1



CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

TA - City Counter Supposal UP004.003 Health and Safety

Date: _____

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE I - REPRESENTATION SECTION E. OBJECTIVE OF THE PARTIES

14. It is agreed that the delivery of municipal services in <u>a safe, the most</u> 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 Agreement within their respective roles and responsibilities.

ARTICLE VI – HEALTH & SAFETY SECTION A. HEALTH AND SAFETY

Policy

- 703. When in such a case an employee declines to begin or continue a work assignment, the employee shall notify the in-house safety officer of the situation. The in-house safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the in-house officer, and until the officer has made a determination of the safety complaint, the employee shall not be required to perform the disputed assignment. The City shall post in all areas where notices are regularly posted the name and contact information of the safety officer and update as necessary via e-mail if the safety officer changes.
- 707. The Union may employ or assign its own safety consultant to investigate the situation in conjunction with the City's in-house officer. If after consultation between the two, the dispute remains unresolved, it shall be submitted for final determination to a neutral

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TA - City Counter Supposal UP004.003 Health and Safety



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SEIU, Local 1021 Misc

arbitrator selected pursuant to the provisions of the section covering Expedited Arbitration (paragraphs 6xx -6xx) or another mutually agreed upon third party.

Assault/Study

708. Upon written request of the Union, the Department of Human Resources agrees to provide a report on incidents of assault against City workers, including information on department and classification of injured employees to the Union which shall be no more often than guarterly.

By July 1, 2023, the City agrees to create and post signage to educate the public regarding assault on City workers, including penalties for assaults on City workers, with the purpose of reducing assaults.

709. If an employee is assaulted during the workday and/or on City premises, the City shall make EAP or other counseling services available to the employee and witnesses of the assault during their working hours with no loss of pay. <u>The parties acknowledge the importance of the EAP process and counselling and will work collaboratively to improve these services for bargaining unit members. The City will make best efforts to expand EAP capacity, with priority for employees who are victims of assault.</u>

720. 7) Consider and evaluate trainings that may be available to represented employees whose regular, daily jobs duties require the employees to interface and address potential conflicts with the general public.

Tenderloin/SOMA Safety Committee

xxx. No later than October 1, 2022, the City and the Union shall establish a <u>Tenderloin/SOMA Safety Committee to discuss safety issues for employees who</u> <u>regularly work in the Tenderloin area. The committee shall include three members</u> <u>appointed by the Union and three by the City. The committee shall meet quarterly.</u> <u>The goal of the members shall be to make joint City-Union recommendations to the</u> <u>Director of Human Resources for measures the City to adopt to improve employee</u> <u>safety in the Tenderloin and SOMA.</u>

Personal Protective Equipment (PPE)/Safety Labor Management Committee

xxx.The City shall provide PPE consistent with Federal, State and Local mandates. Nolater than October 1, 2022, the City and the Union shall establish a PPE/SafetyCommittee to discuss safety issues in the workplace, including the provision of PPE.The Committee shall meet twice annually. The goal of the members shall be to make

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TA - City Counter Supposal UP004.003 Health and Safety



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

joint City-Union recommendations related to the use and the provision of appropriate PPE.

Department of Public Health

xxx. Not later than January 1, 2023, the Department of Public Health will make available anti-fatigue mats for employees in the Food Service Worker Classifications at SFGH, needle stick clean-up equipment (tongs, tweezers and grabbers) for community use, and the radios at SFGH for employees assigned to transport patients on-site where regular cell phone coverage is nonexistent. Prior to January 1, 2023, the Department will meet and discuss placement of those items with the Union.

Fine Arts Museum

xxx. Upon request of the Union, the Fine Arts Museum and the Union will meet and discuss options for appropriate seating for museum guards. By January 1, 2023, the Fine Arts Museum will make such seating as agreed to by the parties available to Museum Guards at a labor management meeting.

Asian Art Museum

<u>xxx.</u> Upon request of the Union, the Asian Art Museum and the Union will meet and <u>discuss options for appropriate seating for museum guards</u>. By January 1, 2023, the <u>Asian Arts Museum will make such seating as agreed to by the parties available to</u> <u>Museum Guards</u>.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

Date

APPROVED AS TO FORM

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Rob Szykowny Date

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TA - City Counter Supposal UP004.003 Health and Safety



SEIU, Local 1021 Misc

TA - City Counter Supposal UP006 – Discrimination Prohibited

Date: _____

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE II – EMPLOYMENT CONDITIONS SECTION A. NO DISCRIMINATION

Discrimination Prohibited

- 57. The City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of that person's actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition(associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, or other non-merit factors.
- 58. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. The election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law. An employee may file a grievance under this section and/or pursue a complaint through the relevant City office related to the same event or conduct.

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TA - City Counter Supposal UP006 – Discrimination Prohibited



CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

Date

FOR THE UNION

Rob Szykowny Date

APPROVED AS TO FORM

Erik Rapoport

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

TA - City Counter Supposal UP007.002 – Disaster Service Worker

Date: _____

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

X. DISASTER SERVICE WORKERS

238. All City employees are designated Disaster Service Workers, in accordance with California Government Code 3100-3109. The City agrees to meet and confer on the impact of any plan it adopts that assigns particular responsibilities to employees covered by this Agreement. To the extent required by local, state and federal law, the City will make reasonable accommodation for employees with disabilities.

NEW SECTIONS

- A. <u>During the term of the Agreement, the City shall adopt a disaster staffing plan outlining the</u> <u>DSW program, identifying examples of the duties and responsibilities that employees may have</u> <u>during a disaster, employee safety, and training requirements. The City will meet with the</u> <u>Union over the disaster plan as required under Paragraph 238 above.</u>
- B. <u>The City shall provide annual training to all employees regarding DSW duties and</u> <u>responsibilities during a disaster.</u>
- C. <u>The City shall make best efforts to prevent probationary employees from being given DSW</u> <u>assignments. Service as a DSW shall not result in an extension of probation unless mutually</u> <u>agreed upon by the probationary employee and the department.</u>
- D. Within 72 hours of the declaration of emergency, the City shall establish a command center to oversee DSW interdepartmental assignments. The City shall notify the Union and employees of how to contact the City command center to address issues, complaints, and concerns regarding DSW assignments, including scheduling.

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CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

- E. The City shall make best efforts to provide advance notice of changes to the schedule or location of DSW assignments.
- F. Employees asked to provide bilingual services who are not already certified will be scheduled for an exam as quickly as possible. While the exam is pending, these employees shall receive bilingual pay upon certification by the employee, the employee's department and the employee's DSW department, that the employee is providing bilingual services necessary to the disaster response. Upon returning to their original duties, employees will no longer be eligible for such bilingual pay.
- G. Competent and effective service as a DSW will be considered as a positive factor in promotional applications for positions with duties related to those the employee performed as a DSW.
- H. The City will rotate DSW deployments among qualified employees to the extent possible. This paragraph is not subject to the grievance procedure in this Agreement.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

FOR THE UNION

Date

APPROVED AS TO FORM

Erik Rapoport



SEIU, Local 1021 Misc

TA - City Counter Supposal UP009.002 – EEO Process and Racial Equity

Date: _____

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

EEO and Racial Equity

*New sections in ARTICLE II. EMPLOYMENT CONDITIONS - A. No Discrimination

- A. EEO complaints shall be investigated by staff who are neutral and have no connection to the complaint or involved parties.
- B. Within sixty (60) days of the effective date of this Agreement, the Union and the City shall establish a labor management committee to discuss issues in the workplace for City employees represented by the Union related to diversity and an equitable and inclusive City workplace. ("DEI Committee") The City shall release up to a maximum of six (6) Union members to participate in the DEI Committee. <u>The DEI Committee shall be composed of an equal number of members from the Union and the City.</u>
- C. <u>The Committee shall discuss issues of diversity, equity and inclusion in City</u> <u>employment including the recommendations in the June 2021 "Report of San</u> <u>Francisco Independent Reviewer for Mayor London Breed by Professor William B.</u> <u>Gould IV." The parties agree that any discussions, advice, or proposals from the DEI</u> <u>Committee on issues that fall outside the scope of bargaining including recruitment</u> <u>and retention issues, are advisory only.</u>
- D. <u>The parties shall each appoint a co-chairperson, and the co-chairs shall be responsible</u> for developing an agenda for each meeting. The agenda shall be distributed to all DEI <u>Committee members at least five (5) calendar days before each meeting</u>. The Committee shall meet quarterly unless the parties mutually agree to an alternative schedule.

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E. The Committee shall not have the power to modify the terms of this Agreement, but may submit recommendations to the City and the Union on potential modifications. Upon mutual agreement, the Committee may also submit recommendations to the Civil Service Commission.

BB. COMMITTEE ON DIVERSITY, FAIRNESS, AND INCLUSION

245. The City and the Union are committed to ensuring a diverse, equitable, and inclusive
 City workforce. For the term of this Agreement (effective July 1, 2019 – June 30, 2022),
 there shall be a Committee on Diversity, Equity, and Inclusion established to discuss
 issues in the workplace for City employees represented by the Union related to diversity
 and an equitable and inclusive City workplace. The parties shall make reasonable efforts
 to hold the Committee's first meeting not later than October 1, 2019.

 246.
 The Committee on Diversity, Equity, and Inclusion shall meet not less than every two

 months, except by mutual agreement, to discuss issues related to training needs,

 recruitment, retention, and promotional opportunities, such as potential barriers in

 employment for City employees represented by the Union. The City shall release up to a

 maximum of six (6) Union members to participate in the Committee on Diversity, Equity

 and Inclusion.

- 247. The City shall make reasonable efforts to ensure the following:
- 248. a. All supervisors covered by this Agreement shall be provided the City's online implicit bias training prior to June 30, 2022.
- 249. <u>ab.</u> In accordance with Executive Directive 18-02, all employees covered by this Agreement who participate on hiring panels must take the City's "Fairness in Hiring" online training.
- 250. <u>b</u>e. All supervisory employees covered by this Agreement shall be provided the City's Sexual Harassment Prevention Training once every two years.
- 251. By no later than December 1, 2019, DHR shall provide the Union with information on its checklist and supplemental training on disciplinary principles for all departments to ensure consistency and fairness in administration of discipline.
- 252. The City shall make available on its website annual reports on discipline, probationary releases, and Performance Improvement Plans prepared pursuant to the Mayor's Executive Directive 18-02 Ensuring a Diverse, Fair, and Inclusive City Workforce. Upon

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

request of the Union and mutual agreement of the parties, the City shall provide additional reports on workforce demographics for employees represented by the Union, to the extent such reports do not violate employee privacy.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

4/22/2022 Dania Torres Won

Date

Robert & brykou My 04/20/2022 Rob Szykowny Date

APPROVED AS TO FORM

Erik A. Rapoport Erik Rapoport 4/22/2022

Date

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

TA - City Counter Supposal UP012.003 – Uniforms

Date: _____

Time:______

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

The City reserves its right to revert to its previous positions of the stand-alone proposals passed as of March 31, 2022, in the event no overall comprehensive package proposal is agreed to by April 15, 2022.

S. UNIFORMS AND EQUIPMENT

193. Except as otherwise provided in this Agreement, the City shall provide and maintain uniforms as specified below for the workers in the listed classifications:

	1406 Senior Clerk (DPH Psychiatry on	ly)
	1428 Unit Clerk (DPH Psychiatry only)	
	2706 Housekeeper/Food Service Clea	iner
	2708 Custodian	
	2716 Custodial Assistant Supervisor	
	2718 Custodial Supervisor	
	3302 Admission Attendant (in REC on	ly)
	3210 Swimming Instructor/Pool Lifeg	uard
	3208 Pool Lifeguard	
	3209 Swimming Instructor	
	3213 Aquatics Facility Assistant Supe	rvisor
	3215 Aquatics Facility Supervisor	
	3278 Recreation Facility Assistant	
	3283 Recreation Specialist	
	3286 Recreation Coordinator	
	3289 Recreation Supervisor	
	7270 Watershed Keeper Supervisor	
	7392 Window Cleaner (in AIR only)	
	7470 Watershed Keeper	
	8201 School Crossing Guard	
	8202 Security Guard	
	8204 Institutional Police Officer	
	8207 Building and Grounds Patrol Of	ficer
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SEIU, Local 1021 Misc

8208 Park Ranger
8210 Head Park Ranger
8226 Museum Guard
8228 Senior Museum Guard
8249 Fingerprint Technician I
8250 Fingerprint Technician II
8251 Fingerprint Technician III
8274 Police Cadet
9212 Aviation Security Analyst
9213 Airfield Safety Officer

- 194. Uniforms are to be provided and maintained if required by a department, or if already given to employees in a classification, or for classes added by the agreement of the parties.
- 195. During the term of this Agreement, the parties may mutually agree to add additional classifications to this list.
- 196. Grievances related to the City's obligation to provide uniforms may be initiated at the third step of the grievance procedure. Unresolved grievances shall be submitted to Expedited Arbitration. Nothing herein shall be construed to limit the City's liability or obligation to provide appropriate uniforms per California or Federal law, statute, ordinance or relevant licensing agencies.
- 197. The departments shall meet and confer with the Union regarding the style and color of new uniforms provided under this section.

Uniform Specifications

198. Specifications for uniforms subject to this Agreement including prescribed items, optional items, and rain gear, shall be prepared by the Appointing Officer, after consultation with the Union and the Purchaser but such specifications must not be so narrowly drawn as to prevent or unreasonably prohibit competitive bidding and must take relevant safety and environmental concerns into consideration.

Termination or Change of Employment; Return of Uniforms

199. Upon termination of employment or upon change to a position which does not require wearing of uniforms, each employee having in the employee's possession uniform items provided by City must return such items, in good condition, reasonable wear and tear excepted.

italics = moved existing language	bold, double underline = new language
struck out, italics = existing language prior section	<pre>struck out = removed language</pre>



CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

Replacement of Uniforms

200. Replacements for uniforms shall be acquired by purchase or lease by the City and furnished to the members as indicated in this Agreement as the items wear out. Not more than three uniforms shall be acquired by the City in any twelve-month period for the use of one employee enumerated herein unless another section of this Agreement specifically states otherwise, provided however, that any employee entitled to a uniform allowance under this Agreement shall be furnished two replacement shirts or blouses in any twelve-month period or a full or partial replacement of the uniform when the department determines that the uniform has been damaged in the course of the employee's duties for the City.

Uniforms for 3302 Admission Attendants, 8202 Security Guards, 8226 Museum Guards and 8228 Museum Security Supervisors at the Fine Arts Museum

201. Employees in classes 3302 Admission Attendant, 8202 Security Guard, 8226 Museum Guard and 8228 Museum Security Supervisor at the Fine Arts Museum shall continue to purchase their own uniforms and submit receipts for reimbursement to the Department according to existing departmental practices. The reimbursement amount for 8202 Security Guard, 8226 Museum Guard and 8228 Museum Security Supervisor shall be up to \$450. The reimbursement amount for 3302 Admission Attendant shall be up to \$250.

Uniforms and Equipment for 2600 and 2700 Series Employees at the Department of Public Health

202. Employees in class series 2600 and 2700 at the Department of Public Health who are required to wear uniforms will be provided five uniforms and one pair of safety shoes upon hire and will be provided two uniforms and one pair of safety shoes annually each subsequent year. In addition, employees can request up to two uniform replacements each year due to wear and tear. The Department or the Union can request to meet to discuss issues regarding uniforms.

Uniforms for 2700 Series Employees at the Airport

xxx. Employees in class series 2700 at the Airport who are required to wear uniforms will be provided five uniforms and one pair of safety shoes upon hire. Employees will be provided one pair of safety shoes annually each subsequent year after the date of hire. Employees may request replacement uniforms as the items wear out or when

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SEIU, Local 1021 Misc

the Airport determines that the uniform has been damaged in the course of the employee's duties at the Airport. The Airport or the Union may request to meet and discuss issues regarding uniforms.

<u>Uniforms and Equipment for 8204 Institutional Police Officer, 8202 Security Guard, 1705</u> <u>Communications Dispatcher II, 8217 Community Police Services Aide Supervisor, and</u> <u>8300 Sheriff's Cadets Assigned to the Sheriff's Department, Institutional Patrol Unit</u>

- 203. Beginning in fiscal year 2006-2007 and continuing for the duration of this Agreement, the City agrees to provide to 8204 Institutional Police Officers a uniform allowance each year in the amount of Eight Hundred *dollars* (\$800). The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.
- 204. For the term of this Agreement, the City agrees to provide to 8202 Security Guard, 1705 Communications Dispatcher II, 8217 Community Police Services Aide Supervisor, and 8300 Sheriff's Cadets a uniform allowance each year in the amount of Six Hundred Seventy-Five dollars (\$600 \$675). The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.

Sheriff's Employee Safety Equipment Committee

205. Within sixty (60) days of the effective date of this Agreement, the Sheriff's Department and representatives of the Union shall meet for the purposes of reaching agreement on the use and distribution of any and all equipment that may be necessary in the line of duty for all SEIU represented classifications employed in the Sheriff's Department. Items to be discussed shall include, but not be limited to, bulletproof vests, pepper spray and restraint devices. This committee shall meet on an ongoing basis as needed. All agreements shall also include procedures for implementation of such equipment as well as training in appropriate use in accordance with all local, state and federal regulations and current best practices. This committee shall expire on June 30, 2024<u>3</u>.

bold, double underline = new language struck out = removed language



SEIU, Local 1021 Misc

Ammunition Allowance for 8204 Institutional Police Officers Assigned to the Sheriff's Department

206. The City will provide an adequate amount of ammunition per month, as determined by the Sheriff, for each 8204 Institutional Police Officer assigned to the Sheriff's Department to practice in order to qualify. As of the execution of the Agreement, the Sheriff has determined that amount to be 100 rounds per month.

Protective Clothing

207. Employees assigned to work in the covered channels or on machinery located below the water line in the sedimentation or grit tanks of a sewage treatment plant shall be furnished with protective clothing, uniforms or work clothes and laundry connected with this employment without charge. Employees whose normal duties require them to work in the rain shall be provided with rain gear, including a coat, hat or hood, pants, and overshoes or rain boots.

Protective Clothing for 9220 Aviation Security Operations Supervisor and 9221 Airport Operations Supervisor

208. The City will provide one pair of safety boots and one high visibility jacket, as specified by the San Francisco International Airport, to each 9220 Aviation Security Operations Supervisor and 9221 Airport Operations Supervisor. The safety boots and high visibility jackets shall only be worn for work purposes.

Protective Vests for 8208 and 8210 Park Patrol Officers

209. If provided a protective vest by the City, an 8208 or 8210 Park Patrol Officer shall wear the protective vest while in uniform, unless directed otherwise by the employee's supervisor. Replacement of a protective vest shall be made upon its expiration date.

Uniforms for 7470 and 7270 Watershed Keeper/Supervisor

210. The San Francisco Public Utilities Commission shall provide four (4) short sleeve shirts, four (4) long sleeve shirts, four (4) pair pants, one (1) foul weather jacket, one (1) belt, two (2) coveralls, two (2) caps, one (1) key holder, one (1) rain jacket and one (1) rain hood and other items determined appropriate by the Appointing Officer or designee. Employees shall also receive one (1) pair of boots annually. In accordance with Department policy, employees shall either receive a voucher, request the purchase through a requisition, or submit receipts for reimbursement of up to Two Hundred

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

dollars (\$200) for purchasing boots. Employee safety due to environmental extremes and remote duty locations shall be considered in the selection of the items listed.

- 211. The Department shall replace items according to each division's specifications and as authorized by the Appointing Officer or designee every twelve (12) months.
- 212. Any items determined by the Appointing Officer or designee to be damaged in the course of duty will be replaced and will not count towards the yearly replacement.

Uniforms for 8201 School Crossing Guards

213. The San Francisco Municipal Transportation Agency shall provide safety vest, cap, gloves, safety sign, <u>footwear</u>, and protective equipment as deemed appropriate by the Appointing Officer or designee. This equipment shall be replaced by the Department when it is damaged in the course of the employee's duties for the City. Upon request of the Union, the Department will meet to discuss the type and allowances of equipment to be issued.

Uniforms for 8217 Community Police Services Aide Supervisor and 9209 Community Police Services Aide in the Police Department

- 214. The Department shall provide two (2) short sleeve shirts, two (2) long sleeve shirts, two (2) pairs of pants, one (1) foul weather jacket, one (1) reversible windbreaker/reflective jacket, one (1) belt, one (1) cap, one (1) pair of boots, one (1) key holder, one (1) rain jacket, and one (1) rain hood and other items determined appropriate by the Appointing Officer or designee. The Department will consider employee safety due to environmental extremes and outdoor duty locations in the purchase of items listed. The Department will replace issued uniforms and equipment every 1 to 5 years, depending on the item.
- 215. For 8217 Community Police Services Aide Supervisors who successfully complete the Police Department Bicycle Patrol Training Course, the Department shall provide a bicycle uniform consisting of one (1) bicycle shirt, one (1) pair of bicycle pants, one (1) pair of bicycle gloves, and one (1) bicycle helmet instead of the apparel in the preceding paragraph.
- 216. The Department shall also provide pepper spray, safety vests, traffic safety gloves, whistles, flashlights, and other protective and traffic control equipment as deemed appropriate by the Appointing Officer or designee.

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

217. The Department shall provide a protective ballistic vest to employees in classification 8217 Community Police Services Aide Supervisor and 9209 Community Police Services Aide. The Police Services Supervisor/Aide shall wear the protective vest while in uniform, unless directed otherwise by the employee's supervisor.

T. UNIFORM ALLOWANCE FOR DEPARTMENT OF PUBLIC HEALTH EMPLOYEES

218. Employees who are required to wear and supply their own uniform or lab coat or smock in the course of their duties and who are employed on September 1 of any year covered by this Agreement, shall be paid an annual uniform allowance of two hundred fifty dollars (\$250)two hundred sixty-five dollars (\$265), or, in the case of lab coats or smocks, two hundred dollars (\$200)two hundred twenty dollars (\$220) no later than December 1 of each year.

Lab Coats

- 219. Employees in classifications <u>1410 Chief Clerk</u>, 2903 Hospital Eligibility Worker, 2908 Senior Hospital Eligibility Worker and 2909 Hospital Eligibility Worker Supervisor who are required to have patient contact will be provided with five (5) lab coats. Each employee will be given a maintenance allowance of one hundred twenty five dollars (\$125)one hundred fifty dollars (\$150) per year. This shall include temporary and part-time workers.
- 220. Employees shall be furnished two (2) replacement lab coats in any twelve-month period. Lab Coats shall also be replaced by the department when a lab coat has been damaged in the course of the employee's duties for the City.

Tentative Agreement:

FOR THE CITY

4/22/2022

Dania Torres Won

Date

APPROVED AS TO FORM

FOR THE UNION

Robert & brykowny Rob Szykowny Date

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Erik Rapoport

Date

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

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Employee Relations

City and County of San Francisco Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

City Counter Supposal UP013.002 Amended – Telecommuting

Date:	3/3/	<u> </u>
Time:		

ARTICLE II – EMPLOYMENT CONDITIONS

DD. TELECOMMUTING

An employee who meets the Telecommuting Program eligibility criteria and program guidelines may apply to participate in the Telecommuting Program. As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject to the telecommuting appeal process. 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 agreement was terminated 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.

4/14/22 For the Union

for the city

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City Counter Supposal UP013.002 Amended – Telecommuting

Page 1 of 1

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Employee Relations City and County of San Francisco

Department of Human Resources

CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

City Counter Supposal to UP014.002 – Temporary Worker Pathway Sideletter

Date:

Time:

The City reserves its right to revert to its previous positions of the stand-alone proposals passed as of March 31, 2022, in the event no overall comprehensive package proposal is agreed to by April 15, 2022.

SIDE LETTER AGREEMENT

RE: DHR HIRING PROPOSALS

The parties are entering into this side letter to identify and set in motion, to the extent permissible under the San Francisco City Charter and Civil Service Rules, expedited selection processes to address the City's current vacancy rate in permanent civil service positions and reliance on project-based (Charter section 10.104.18) positions. Given the significant number of vacancies, expected retirements, and reliance on overtime and temporary employees, the parties recognize the urgency to make changes to the City's hiring processes in order to best deliver critical services to the public.

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

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

Second, the parties recognize that under the City Charter section 10.101, the Civil Service Commission has the legal authority to establish examination and appointment rules, and many of those rules must either be amended, updated or rescinded to provide a merit-based system that better serves applicants, City employees and departments.

To that end, the DHR Director will seek appropriate Civil Service Rule amendments to allow the City to fill vacant permanent positions more rapidly, including amendments that will make it easier for Charter Section 10.104.18 (Category 18) employees to seek Permanent Civil Service

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City Counter Supposal - UP014.002 DHR Hiring Proposals Side Letter v2



Employee Relations

City and County of San Francisco Department of Human Resources

CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

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(PCS) appointments. These Civil Service Rule changes may include:

- using rule of the list as the default certification rule for certain examination types;
- developing alternative merit-based selection processes to allow Category 18 employees to apply for and be appointed to Permanent Civil Service (PCS) positions;
- changing the types of matters appealable to the Civil Service Commission;
- reducing the minimum posting periods for Civil Service examination announcements; and
- other changes to the Civil Service Rules to allow for expedited hiring.

The City and the Union agree to meet as soon as practicable to discuss making joint proposals to the Civil Service Commission requesting the Civil Service Rule changes described above.

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

- Rbert 4. Smphrum

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City Counter Supposal - UP014.002 DHR Hiring Proposals Side Letter v2



SEIU, Local 1021 Misc

TA - City Counter Supposal UP021.002 – Training for Workers in Certain Classifications

Date:_____

Time: ______

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

Training for Workers in Certain Classifications

*New Sections in ARTICLE V. TRAINING

Human Service Workers

679. The City and the Union agree to meet and confer to explore options designed to enhance the social casework, counseling, career planning and employment skills for human service workers. The goal is to identify an academic process for career advancement. In addition, for the term of this Agreement, the Human Services Agency (HSA) will continue the existing department practice of providing basic support classes through the current partnership program with the City College of San Francisco and courses offered through the "Human Services Certificate" program.

***. Prior to adopting new software portals, employees shall receive available training in their use. This training shall be conducted in alignment with vendor, state, or federal government guidance and mandates.

N. SUPERVISOR TRAINING

<u>The Department of Public Health (DPH) will establish a workforce development committee to</u> <u>look at ways to provide training to develop staff for future opportunities. The committee will</u> <u>meet quarterly and there will be a maximum of 3 representatives for each side.</u>

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SEIU, Local 1021 Misc

All new DPH employees who are required to access EPIC on an ongoing basis as part of their regular job duties will receive training commensurate with their assigned job duties.

Youth Guidance Center Workers

***. All employees assigned to work in the Youth Guidance Center (YGC) shall receive no less than one additional day of training per year in working with adult (18-25) populations, including defensive tactics and extraction techniques. Protective equipment will include helmets, shields, shin guards and knee guards.

Department of Homelessness and Supportive Housing

*** All new HOM employees who are required to access CareLink on an ongoing basis as part of their regular job duties will receive training commensurate with their assigned job duties.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong Date

FOR THE UNION

Robert & brykoutry 04/20/2022 Rob Szykowny Date

APPROVED AS TO FORM

Erik A. Rapoport Erik Rapoport 4/22/2022

Date

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SEIU, Local 1021 Misc

TA - City Counter Supposal UP024.002 – Classification Studies and Equity Adjustments Side Letter

Date: _____

Time: ______

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS SECTION D. ADDITIONAL COMPENSATION & PREMIUM PAY

SIDE LETTER AGREEMENT

RE: CLASSIFICATION STUDIES AND EQUITY ADJUSTMENTS

In order to address recruitment and retention problems, compaction in the compensation of related classifications, and disparities in compensation between employees performing similar work, the parties agree to conduct classification studies on the classifications listed below during the term of this Agreement (MOU effective July 1, 2022). The studies shall consider the compensation for similar work of comparable jurisdictions in the Bay Area, as well as compensation in the private sector in classifications where the City regularly competes with the private sector for applicants. The studies shall also consider the compensation of other classifications in the City performing similar work, the compensation of related classifications in the series, the compensation of supervisory classifications in relationship to compensation of their subordinate classifications, and changed/increased duties since the last study of a classification.

Once DHR has completed each study, the parties shall meet and discuss the results, including compensation adjustments and amendments to classification specifications. The studies shall be initiated not later than August 1, 2023. No classification or employee shall have compensation reduced as a result of this Side Letter Agreement.

The parties shall make their best efforts to reach agreement on compensation adjustments and amendments to classification specifications. If any changes agreed by the parties in this process must go before the Civil Service Commission, the parties agree to jointly recommend the changes to the Civil Service Commission.

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SEIU, Local 1021 Misc

The meet and discuss process shall be completed not later than January 1, 2024. By mutual agreement, the parties may add classifications not listed below to be studied under this Side Letter Agreement.

The classifications to be studied are:

1429 Nurses Staffing Assistant

1704 Communications Dispatcher I

1705 Communications Dispatcher II

2312 Licensed Vocational Nurse

2903 Hospital Eligibility Worker

2908 Senior Hospital Eligibility Worker

2904 Human Services Technician

2905 Human Services Agency Senior Eligibility Worker

2940 Protective Services Worker

2944 Protective Services Supervisor

7524 Institution Utility Worker

8141 Worker's Compensation Adjuster

8207 Building And Grounds Patrol Officer

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

Tentative Agreement:

FOR THE CITY

4/22/2022 **Dania Torres Wong** Date

FOR THE UNION

Robert & by kowny 04/20/2022 Rob Szykowny Date

APPROVED AS TO FORM

Erik A. Rapoport Erik Rapoport 4/22/2022

Date

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City Counter UP024.002 - Classification Studies and Equity Adjustments Side Letter



CCSF NEGOTIATIONS 2022

Page 1 of 3

SEIU, Local 1021 Misc

TA - City Counter Supposal UP028.002 – Workforce Development and Career Ladders Side Letter

Date: _____

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

SIDE LETTER AGREEMENT

RE: WORKFORCE DEVELOPMENT AND CAREER LADDERS

1. <u>Career Ladders and Upward Mobility:</u>

- a. <u>The City will make best efforts to highlight promotional pathways, career</u> <u>ladders, and career lattices to promote upward mobility in the City</u> <u>workforce.</u>
- b. <u>By January 1, 2023, the City will post on the Department of Human</u> <u>Resources website a document that lists all of the classification groupings</u> <u>within the City's classification plan. New classes will be added to the</u> <u>document as they are established within the classification plan where</u> <u>applicable. The City will allocate resources and tools to illustrate career</u> <u>progression opportunities for City employees, and will make these resources</u> <u>available through the Workforce Development webpage, programs, and</u> <u>services.</u>
- 2. <u>Career Ladders Labor Management Committee: The Union and the City shall form</u> <u>a labor management committee on Career Ladders and Job Classification to:</u>

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SEIU, Local 1021 Misc

- <u>Review classifications to promote career ladders and realign job</u> <u>descriptions to highlight promotional pathways:</u>
- <u>Identify barriers and develop recommendations for career ladder and</u> career lattice progressions;
- <u>Develop a method for employees not selected for promotion to receive</u> feedback; and
- <u>Make recommendations to the Civil Service Commission and Board of</u> <u>Supervisors regarding career ladders.</u>

<u>The Committee will meet quarterly during the term of this agreement and be</u> <u>comprised of five (5) members of the Union and five (5) City representatives.</u> <u>Release time shall be provided for attending Committee meetings.</u>

- 3. <u>Workforce Development: The City recognizes the value and importance of its</u> <u>workforce. Subject to DHR securing sufficient funding and staff to provide these</u> <u>services, the City will support the efforts of employees who choose to seek</u> <u>promotional opportunities by providing career counseling services and promoting</u> <u>educational opportunities. The City will prioritize providing such services to those</u> <u>employees in lower level classifications and temporary positions who face limited</u> <u>opportunities for career growth and advancement.</u>
- 4. <u>Career Counseling: Subject to DHR securing sufficient funding and staff to provide</u> <u>these services, the City shall provide career counseling services to employees,</u> <u>including resume review, SmartRecruiters job application support, identification of</u> <u>education opportunities and best practices for application submission, and</u> <u>assistance with improving interviewing skills and civil service exam preparation. As</u> <u>resources allow, the City will provide career counseling in the form of one-on-one</u> <u>and group sessions and will prioritize providing such services to those employees in</u> <u>lower level classifications and temporary positions who face limited opportunities</u> <u>for career growth and advancement.</u>

<u>Permanent Civil Service and Charter Section 10.104.18 employees are entitled to</u> <u>four (4) hours of release time annually to attend City or Departmental workforce</u> <u>development trainings and in-service. The City shall provide workforce</u> <u>development in-service trainings in multiple formats, including virtual and in-</u> <u>person trainings.</u>

5. <u>Labor-Management Educational Coordination Working Group: No later than</u> <u>December 31, 2022, the Union and the City agree to investigate the feasibility of</u> <u>creating a labor-management working group to discuss the coordination and</u> <u>promotion of City programs and resources that support employee career education</u>

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CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

and development, including continuing education, career counseling, and labormanagement apprenticeships.

FOR THE UNION

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

2022 **Rob Szykowny** Date

Page 3 of 3

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11/2022 Erik Rapópor

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CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

TA - City Counter Supposal UP029.001 HSA Eligibility Working Conditions

Date: _____

Time: ______

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

HSA – Eligibility Worker Working Conditions

V. DEPARTMENT OF HUMAN SERVICES / DEPARTMENT OF <u>DISABILITY AND</u> AGING AND ADULT SERVICES CASELOADS

- 223. The City and the Union agree that high workload can adversely impact worker's ability to perform quality work. The Department of Human Services and the Union and the Department of **Disability and** Aging and Adult Services and the Union agree that caseload size in excess of agreed upon caseload standards shall be considered a mitigating factor in performance appraisals and in performance-based disciplinary actions. In all cases, in the absence of agreed upon caseload standards, the California Department of Social Services recommended standards shall prevail.
- 228. The Department agrees to distribute workload among workers in each program on as equitable a basis as possible, and agrees to provide the Union with quarterly statistical information developed by the Department for monitoring workload distribution. The Department agrees to meet, upon request by the Union, to discuss issues related to workload. The criteria for equitable distribution of cases <u>and/or tasks</u> shall include, but not be limited to, such considerations as case complexity (including, but not limited to, unique client needs, acute crisis oriented nature of a case, multifaceted services), difficulty and issues related to bilingual caseloads. For purposes of this paragraph. workload shall be defined to include taskload.

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Tentative Agreement:

FOR THE CITY

Dania Jons Wa 4/22/2022 Dania Torres Wong Date

FOR THE UNION

Robert & bykoutny Rob Szykowny Date / 04/20/2022

APPROVED AS TO FORM

Erik A. Rapoport 4/22/2022

Erik Rapoport

Date

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SEIU, Local 1021 Misc

Employee Relations City and County of San Francisco

Department of Human Resources

City Counter Supposal - UP045.003 Acting Assignment Reform

Date:

Time:

The City reserves its right to revert to its previous positions of the stand-alone proposals passed as of March 31, 2022, in the event no overall comprehensive package proposal is agreed to by April 15, 2022.

ARTICLE III - PAY, HOURS AND BENEFITS SECTION D. ADDITIONAL COMPENSATION & PREMIUM PAY

Out Of Class Work

Acting Assignment Pay

- An employee assigned in writing by the Department Head or designee to perform a 329. substantial portion of the duties and responsibilities of a higher classification shall be entitled to out of class pay after the tenth (10th) work day (within a sixty (60) workingday period) of such an assignment, retroactive to the first (1st) day of the assignment.
- Employees who believe they have been assigned to do the work of a higher 330. classification, whether in writing or not, and do not receive such pay must file an out of class pay claim with the Department Head within forty-five (45) working days of such alleged assignment.
- The Department Head or designee shall review the claim and shall either approve and 331. submit the claim for payment, or deny the claim. In cases of denial, the Department Head or designee shall state the reason for denials. Denials may be based on either of the following:
- The Department Head disagrees that the assignment is out of class or; 332. 1.
- The Department Head considers the assignment improper, in which case 2. 333. the assignment shall be terminated, but the employee's pay claim will be honored.
- Denials based on (1) above are appealable through the grievance procedure of this 334. Agreement.
- Upon written approval by the Department Head or designee, an employee shall be 335. authorized to receive an increase of one salary step above the employee's base salary

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	struck out, italics = existing language prior section	struck out = removed language	



SEIU, Local 1021 Misc

CCSF NEGOTIATIONS 2022

(except for employees who are at the top step, who shall receive at least five percent (5%) more than their base rate) but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Such pay shall be retroactive to the first day of such assignment. Premiums based on percent of salary shall be paid at a rate which includes the out of class pay. Such acting assignment shall not last longer than six (6) months without the approval of DHR and notice to the Union. Upon DHR approval, such acting assignment may be extended another six (6) months, or for such longer period as may be necessary to accommodate exigent circumstances such as approved leave of the permanent incumbent.

*** Upon request, DHR shall provide the Union with a list of bargaining unit members currently in acting assignments.

- 336. Employees shall not normally be required to perform the duties of a higher classification.
- 337. Work assignments of employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible.

A/14/2022 Robert ?. Sum/ 4/14/22 2 City For the Union

APPROVED AS TO FORM Erit Rapport 4/22/22

italics = moved existing language struck out, italics = existing language prior section



CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

TA - City Counter UP046.001 – 20/20 Program Funding

Date: _____

Time:

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE V - TRAINING SECTION E. WORK TRAINING PROGRAM

- 654. Employees under permanent civil service appointment, upon application, may be assigned with pay, not to exceed twenty (20) hours in any one (1) week, to attend classes during regular working hours in educational institutions approved by the Human Resources Director subject to the availability of funds for replacement is required subject to the following:
- 655. 1. Permission to attend classes during regular working hours must be approved by the appointing officer and approved by the Human Resources Director, subject to the availability of funds for replacement where replacement is required. Effective July 1, 2019, the City shall transfer the balance in the Union's tuition reimbursement fund as of June 30, 2019 to the 20/20 program, as a one-time transfer. The cost to the City under the 20/20 Program shall be not exceed \$200,000 \$400,000 per fiscal year., except that such expenditures may exceed \$200,000 by debiting the funds transferred July 1, 2019 from tuition reimbursement funds until those sums are exhausted. With the exception of the balance transfer, uunsed funds shall not be carried forward to the next fiscal year.
- 656. 2. The class or classes to which the employee would be promoted will be listed by the Department of Human Resources or Human Resources Director and must be in promotive classes where there is a continuing shortage of qualified employees to fill all vacancies. Not later than January 1, 20202023, the City and the Union

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TA - City Counter UP046.001 – 20/20 Program Funding



CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

shall meet to discuss potential avenues of career advancement (e.g., Museum Guard to Parking Control Officer, Medical Evaluations Assistant to Registered Nurse), and, if mutually agreed, expand the 20/20 Program.

- 657. 3. Such assigned time with pay for educational purposes shall only be granted when the class session is during a regular work shift and the employee cannot be reassigned to another work shift.
- 658. 4. Such assigned time for educational purposes shall not be granted if the course is available at a time other than the employee's regular work shift.
- 659. 5. Such assigned time for educational purposes with pay shall not be granted to employees who are eligible for other benefits through the Veterans' Administration, the State Department of Veterans' Affairs or other benefit programs.
- 660. 6. The department head will be responsible for reviewing and checking the attendance of the employee in class during the specified assigned time and the employee on such assigned time must return to work status when school is not in session.
- 661. 7. Employees granted such time to attend classes who leave the service by resignation prior to a two-year period following completion of the educational course or courses shall be subject to withholding from their final payment or retirement contributions an amount equivalent to the payroll cost of such assigned time for educational purposes.

Tentative Agreement:

FOR THE CITY

Dania Torres Won

4/19/22 Date

APPROVED AS TO FORM

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TA - City Counter UP046.001 – 20/20 Program Funding

FOR THE UNION

Rob Szykowny

Page 2 of 2



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

TA – CP003.002 – Medical Evaluation Assistants

Date: _____

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

D. ADDITIONAL COMPENSATION & PREMIUM PAY

2430 Medical Evaluation Assistants

- 406a. Effective July 1, 2022, 2430 Medical Evaluation Assistants shall have the same 10 step salary range as 2303 Patient Care Assistants.
- <u>406b.</u> Effective July 1, 2022, incumbents appointed to class 2430 on or before June 30, 2022, shall be placed in the new steps as follows:

<u>Old Step</u>	<u>New Step</u>
<u>1</u>	<u>4</u>
<u>2</u>	<u>5</u>
<u>3</u>	<u>6</u>
<u>4</u>	<u>7</u>
5	8
<u>5*</u>	9

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CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

	* Employees earning acting assignment pay as a 2303 Patient Care Assistant
406c.	These employees shall maintain their underlying salary anniversary date.
406d.	Employees appointed to class 2430 on or after July 1, 2022, shall be appointed to a step in the new salary range pursuant to Article III.G. of the MOU.
<u>406e.</u>	2430 Medical Evaluation Assistants that are assigned to work in the Emergency Department shall receive a 5.00% premium.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

FOR THE UNION

Date Rob Szykowny Date 4/14/22

APPROVED AS TO FORM

Erik Rapport 4/22/22 Erik Rapoport Date



TA - CP015 – 4215 ASR Senior Office Specialist Step 6 Eligibility

Date:

Time:

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

D. ADDITIONAL COMPENSATION & PREMIUM PAY

4215 Assessor-Recorder Senior Office Specialist

- Employees in classification 4215 Assessor-Recorder Senior Office Specialist who possess 365. a valid County Recorders' Association of California (CRAC) Recordable Document Examiner certificate and have completed 12 months of service at Step 5 in this classification, shall be eligible to receive Step 6, if assigned to the Recorder's unit.
- 365a. Effective July 1, 2022, employees in classification 4215 Assessor-Recorder Senior Office Specialist who have completed 12 months of service at Step 5 in the 4215 classification, shall be eligible to receive Step 6.

Tentative Agreement:

FOR THE CITY

a Torres Wong Date Rob Szykowny Dania Torres Wong

FOR THE UNION 4. Supremi 3/24/22 Date

APPROVED AS TO FORM

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TA - CP015 - ASR Senior Office Specialist Step 6 Eligibility



TA - CP015 – 4215 ASR Senior Office Specialist Step 6 Eligibility

Date:

Time:

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

D. ADDITIONAL COMPENSATION & PREMIUM PAY

4215 Assessor-Recorder Senior Office Specialist

- Employees in classification 4215 Assessor-Recorder Senior Office Specialist who possess 365. a valid County Recorders' Association of California (CRAC) Recordable Document Examiner certificate and have completed 12 months of service at Step 5 in this classification, shall be eligible to receive Step 6, if assigned to the Recorder's unit.
- 365a. Effective July 1, 2022, employees in classification 4215 Assessor-Recorder Senior Office Specialist who have completed 12 months of service at Step 5 in the 4215 classification, shall be eligible to receive Step 6.

Tentative Agreement:

FOR THE CITY

a Torres Wong Date Rob Szykowny Dania Torres Wong

FOR THE UNION 4. Supremi 3/24/22 Date

APPROVED AS TO FORM

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TA - CP015 - ASR Senior Office Specialist Step 6 Eligibility



TA - CP016.001 – Department of Adult and Aging Services

Date: _____

Time: ______

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

Article II – Employment Conditions, Section V and Article III – Pay, Hours and Benefits, Section E

V. DEPARTMENT OF HUMAN SERVICES / DEPARTMENT OF AGING DISABILITY AND ADULT AGING SERVICES CASELOADS

- 223. The City and the Union agree that high workload can adversely impact worker's ability to perform quality work. The Department of Human Services and the Union and the Department of Aging <u>Disability</u> and Adult <u>Aging</u> Services and the Union agree that caseload size in excess of agreed upon caseload standards shall be considered a mitigating factor in performance appraisals and in performance-based disciplinary actions. In all cases, in the absence of agreed upon caseload standards, the California Department of Social Services recommended standards shall prevail.
- 224. Within sixty (60) days of execution of this Agreement, the Department of Aging <u>Disability</u> and Adult <u>Aging</u> Services and the Union will meet, pursuant to Article VIII.A. of this Agreement, for the purpose of reaching agreement on caseload standards for the Adult Protective Services Division.

E. OVERTIME COMPENSATION Human Services Agency

420. Employees who are assigned to timely respond to reports of abuse involving children, elders, and adults with disabilities 24 hours a day are entitled to earn overtime for work

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outside of regularly assigned hours when responding to these emergencies. This provision applies to:

- 2940 Protective Services Workers and 2944 Protective Services Supervisors at 1) the Department of Aging Disability and Adult Aging Services; and
- 2) 2914 Social Worker Supervisors, 2918 HSA Social Workers, 2940 Protective Services Workers, and 2944 Protective Services Supervisors at the Family and Children Services Program.

Tentative Agreement:

FOR THE CITY

4/22/2022 Date Dania Torres Won

FOR THE UNION

Robert & barkowny 04/20/2022

APPROVED AS TO FORM

Erik A. Rapoport 4/22/2022

Erik Rapoport

Date

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TA - CP016.001 – Department of Adult and Aging Services

Date: _____

Time: ______

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

Article II – Employment Conditions, Section V and Article III – Pay, Hours and Benefits, Section E

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outside of regularly assigned hours when responding to these emergencies. This provision applies to:

- 2940 Protective Services Workers and 2944 Protective Services Supervisors at 1) the Department of Aging Disability and Adult Aging Services; and
- 2) 2914 Social Worker Supervisors, 2918 HSA Social Workers, 2940 Protective Services Workers, and 2944 Protective Services Supervisors at the Family and Children Services Program.

Tentative Agreement:

FOR THE CITY

4/22/2022 Date Dania Torres Won

FOR THE UNION

Robert & barkowny 04/20/2022

APPROVED AS TO FORM

Erik A. Rapoport 4/22/2022

Erik Rapoport

Date

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021

TA - CP021 – Saturday Holidays

Date:

Time:

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

Saturday Holidays

425. In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under the Department Head's jurisdiction on such preceding Friday so that said public offices may serve the public as provided in San Francisco Administrative Code Section 16.4. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by mutual agreement with the appointing officer within the current or next fiscal year one (1) calendar year of the date of the holiday.

Tentative Agreement:

FOR THE CITY

g Date Date Rob Szykowny

Dania Torres Wong

FOR THE UNION

APPROVED AS TO FORM

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021

TA - CP029 – 1762 Senior Print/Mail Machine Operator

Date:

Time:

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

D. ADDITIONAL COMPENSATION AND PREMIUM PAY

1762 Senior Print/Mail Machine Operator

406a. Effective July 1, 2022, class 1762 Senior Print/Mail Machine Operator shall receive a one-time wage adjustment of 5.25%.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

APPROVED AS TO FORM

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FOR THE UNION



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

TA - CP031.001 – Health Worker Class Series Committee Side Letter

Date: _____

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

Side Letter

The SEIU, Local 1021, IFPTE, Local 21 and the City agree to establish a committee to meet and discuss the possible consolidation of the 2585, 2586, 2587 and 2588 Health Worker class series and the 2589, 2591 and 2593 Health Program Coordinator class series by January 1, 2023. These discussions will include looking at facilitating progression through these classifications and the creation of distinct medical interpreter classifications. These discussions are not subject to the impasse resolution procedures.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

FOR THE UNION

APPROVED AS TO FORM

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TA - CP031.001 – Health Worker Class Series Committee Side Letter



TA - CW008.001 (Amended 3/14/22) – No Discrimination

Date: _____

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE II – EMPLOYMENT CONDITIONS

A. NO DISCRIMINATION

Discrimination Prohibited

- 57. The City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of that person's actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, or other non-merit factors.
- 58. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. The election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.

Reasonable Accommodation

59. The Parties agree that they are required to provide reasonable accommodations for

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persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act. The City reserves the right to take any action necessary to comply therewith.

- 60. 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 within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement. During the reasonable accommodation process, an employee has the right, upon request, to Union representation.
- 61. When an employee requests an accommodation pursuant to the ADA and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act, the City and its Departments shall meet with the employee and, at the request of the employee, with the employee's Union representative. The City/Department will inform the employee and the representative of the status of the employee's request for an accommodation and of the resolution of the request. As necessary, and on a case-by-case basis, the City/Department will meet with the Union representative to review problems concerning reasonable accommodation.
- 62. 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.
- 63. Following a reasonable period of time after the employee has submitted the information required <u>or requested by the department</u> for a reasonable accommodation, but not later than thirty days, the City shall provide a written response to the employee's request. The written response shall include an update on the status of the employee's request. When the City grants an accommodation, the City shall provide a written description of the accommodation to the employee. If no accommodation is granted, upon request the City shall provide a written reason for the denial to the employee. If no accommodation in the current assignment is possible, the Employer shall evaluate alternative job assignments for possible accommodation. While the employee's request for reasonable accommodation is pending, the Employer shall make every reasonable effort to provide a modified work duty assignment pursuant to the provisions of VII. B. Return to Work, of this Agreement.



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

64. A reasonable accommodation decision is appealable to the Human Resources Director or through the grievance process. The Union and the employee shall elect only one of these appeal options. The election is irrevocable. If the City determines the Union and/or the employee filed both an internal complaint and a grievance regarding the same reasonable accommodation decision, the City shall promptly contact both the Union and the affected employee to notify them that they must elect one process or another.

Complaints of Discrimination

- 65. Discrimination complaints will be treated in strict confidence by both the Union and the City.
- 66. Progressive disciplinary action shall be imposed by the City upon any employee found to have engaged in discriminatory conduct in violation of this section.

No Discrimination on Account of Union Activity

67. Neither the City nor the Union shall interfere with, intimidate, retaliate, restrain, coerce or discriminate against any employee because of the exercise of the employee's rights granted pursuant to this Agreement, the Employee Relations Ordinance and the Meyers-Milias-Brown Act. No employee seeking promotion, reassignment or transfer shall in any way be discriminated against because of their Union activities.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

4/22/2022 Date FOR THE UNION

04/20/2022

APPROVED AS TO FORM

Erik A. Rapoport 4/22/2022

Erik Rapoport

Date

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TA - CW008.001 (Amended 3/14/22) – No Discrimination



TA - CW022 – Election of Remedy – Reasonable Accommodation

Date:

Time:

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

TENTATIVE AGREEMENT

ARTICLE II – EMPLOYMENT CONDITIONS

A. NO DISCRIMINATION

A reasonable accommodation decision is appealable to the Human Resources Director 64. and/or through the grievance process. The Union and the employee shall elect only one of these appeal options. The election is irrevocable. If the City determines the Union and/or the employee filed both an internal complaint and a grievance regarding the same reasonable accommodation decision, the City shall promptly contact both the Union and the affected employee to notify them that they must elect one process or another.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

FOR THE UNION

03/2410 - Nol Rob Szykowny

APPROVED AS TO FORM

3/25/22

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TA - CW022 - Election of Remedy - Reasonable Accommodation



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

TA - CW023.001 – Election of Remedy – Discrimination

This section is addressed in UP006. Please see UP006 for signatures.

Date:_____

Time: ______

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE II – EMPLOYMENT CONDITIONS

A. NO DISCRIMINATION

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

Tentative Agreement:

FOR THE CITY		FOR THE UNION		
PLEASE SEE NOTE ABOVE		PLEASE SEE NOTE ABOVE		
Dania Torres Wong	Date	Rob Szykowny	Date	
APPROVED AS TO FORM	I			
N/A				
Erik Rapoport	Date			
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CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

TA - Union Package Proposal - W-UP003 Contracting Out, W-CP043 Contracting Out

Date: _____

Time:

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

The City agrees to withdraw City Proposal #43 Contracting Out if the Union withdraws Union Proposal #3 Contracting Out.

2022

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

APPROVED AS TO FORM

italics = moved existing language

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TA - Union Package Proposal - W-UP003 Contracting Out, W-C043 Contracting Out

FOR THE UNION

Rob Szykowny Date



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

Note: Pursuant to the parties' discussion on March 31, 2022, if an overall agreement is not reached by the end of the day on April 15, the Union reserves its right to revert to its March 30, 2022 position on all items herein referenced.

CW011 – Designation of Holidays – Amended V3 – UNION PACKAGE COUNTER WITH CITY PROPOSAL #25, AND UNION PROPOSAL #11 – 4/1/2022

Date:

Time:

<u>The Union would agree to withdraw Union Proposal #11 – Lunar New Year Holiday if the City</u> <u>withdraws City Proposal #25 – Employees Not Eligible For Holiday Compensation and accepts</u> <u>the Union's Counter on City Proposal #11.</u>

ARTICLE III – PAY, HOURS AND BENEFITS

F. HOLIDAYS

Designation of Holidays

- 422. 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:
- 423. January 1; the day designated for observation of Martin Luther King, Jr.'s Birthday; the third Monday in February (Presidents' Birthday); the last Monday in May; June 19 (Juneteenth); July 4; first Monday in September (Labor Day); the second Monday in October; 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. Provided, if January 1, June 19, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

FOR THE CITY

Dania Torres Wong

APPROVED AS TO FORM

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t/12/72**Rob Szykown**

<u>bold, double underline</u> = new language struck out = removed language

CP011 - Designation of Holidays – Amended V3



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

Note: Pursuant to the parties' discussion on March 31, 2022, if an overall agreement is not reached by the end of the day on April 15, the Union reserves its right to revert to its March 30, 2022 position on all items herein referenced.

Date 4/22/22 Erik Rapoport

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CCSF Miscellaneous Successor Bargaining 2022 Date: Time:

Union Proposal #11

Lunar New Year Holiday and Holiday Clean-Up

423. January 1; the day designated for observation of Martin Luther King, Jr.'s Birthday; <u>the</u> <u>Lunar New Year</u>; the third Monday in February (Presidents' Birthday); the last Monday in May; <u>June 19 (Juneteenth)</u>; July 4; first Monday in September (Labor Day); the second Monday in October; November 11; Thanksgiving Day; the Day After Thanksgiving; December 25; and any day declared to be a holiday by proclamation of the Mayor, the Governor of the State of California or the President of the United States. Provided, if January 1, <u>Lunar New Year, June 19</u>, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday. <u>If the Lunar New Year coincides with another holiday, then the Lunar New Year holiday shall be observed on the following weekday.</u>

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Employee Relations

City and County of San Francisco Department of Human Resources CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

CW025 – Legal Holidays

Date:

Time: _____

ARTICLE III – PAY, HOURS AND BENEFITS

SECTION F. - HOLIDAYS

Employees Not Eligible for Holiday Compensation

434. 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, except as provided in paragraph **Error! Reference source not found.** (Benefits for Non-Permanent employees) of this Agreement, persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and or immediately following the legal holiday shall not receive holiday pay.

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italics = moved existing language *struck out, italics* = existing language prior section



Employee Relations

City and County of San Francisco Department of Human Resources CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

CW025 – Legal Holidays

Date:

Time: _____

ARTICLE III – PAY, HOURS AND BENEFITS

SECTION F. - HOLIDAYS

Employees Not Eligible for Holiday Compensation

434. 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, except as provided in paragraph 479 (Benefits for Non-Permanent employees) of this Agreement, persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and or immediately following the legal holiday shall not receive holiday pay.

italics = moved existing language *struck out, italics* = existing language prior section



TA - UP005 (Union's First Amended) – Longevity Pay

Date: _____

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS SECTION D. ADDITIONAL COMPENSATION & PREMIUM PAY

Longevity Premium

Effective July 1, 1995- 366. Notwithstanding the provisions of sub-sections (1), (2) or (3) of Article III.G. SALARY STEP PLAN, after completion of ten (10) years of service for the City and thereafter in any classification an employee shall be granted an additional thirty fifty cents (\$.30\$0.50) per hour longevity increment.

Effective July 1, 1997: 367. An employee who voluntarily moves to another classification shall not be eligible for longevity pay until the employee has served ten (10) continuous years in the classification. Notwithstanding the preceding sentence, an employee who currently receives longevity pay shall continue to receive longevity pay, unless the employee voluntarily moves to another classification. Employees shall not lose longevity pay as a result of reverting to an underlying permanent Civil Service appointment due to layoff.

italics = moved existing language *struck out, italics* = existing language prior section



CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

Tentative Agreement:

FOR THE CITY

ania 4/14/2022 Date Dania Torres Wong

FOR THE UNION

Date

APPROVED AS TO FORM

Kappfort 4 Erik Rapoport Date

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TA - UP005 (First Amended) – Longevity Pay



CCSF NEGOTIATIONS 2022 SEIU, Local 1021

TA – UP042.001 – SEIU Local 1021 Officers Release and Reimbursement

Date:

Time:

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

TENTATIVE AGREEMENT

Side Letter

In 2021, the Union and the City executed the attached Side Letter regarding the City's release of employees to serve as officers of the Union and the reimbursement due to the City for this release, and further agreed to attach the Side Letter to their next successor MOU, which the parties are bargaining at present. This Tentative Agreement confirms that the parties will attach the Side Letter to the next successor MOU.

Tentative Agreement:

FOR THE CITY FOR THE UNION Dania Torres Wong Date FOR THE UNION Date FOR THE UNION FOR THE UNION BOD Szykowny Date

APPROVED AS TO FORM

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TA – UP042.001 – SEIU Local 1021 Officers Release and Reimbursement

03/25/2022

City and County of San Francisco Carol Isen Human Resources Director



Department of Human Resources Connecting People with Purpose www.sfdhr.org

SIDELETTER BETWEEN THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 AND THE CITY AND COUNTY OF SAN FRANCISCO REGARDING PAID EMPLOYEE ORGANIZATION OFFICER LEAVE ARRANGEMENT

WHEREAS, currently under Civil Service Commission Rule 120.34, the City and County of San Francisco ("City") provides full-time unpaid employee organization officer leave ("Union Leave") to City employees who are serving on a full-time basis as Union officers ("Officers") for the Service Employees International Union, Local 1021 ("Union"), so those Officers can represent City employees in the Union's bargaining units and otherwise perform Union duties.

WHEREAS, the Union and City wish to restructure this arrangement, so the City places the Officers on fulltime paid Union Leave, and the Union reimburses the City for the complete cost of the salaries and benefits of these Officers. This paid full-time Union Leave arrangement will allow the Officers to fund employee health and retirement benefits on a pretax basis through the payroll system, at no additional cost to the City.

THEREFORE, the Union and City agree to the following terms:

- 1. Beginning the start of the first full pay period after the parties fully execute this Sideletter, the City will provide 80 hours of paid Union Leave per pay period for up to five (5) Officers, subject to the terms and conditions of this Sideletter.
- 2. In exchange for the City's agreement in paragraph (1), the Union will reimburse the City for (a) the base salary plus any assignment/status based premiums (e.g., night shift, longevity pay) of each Officer on full-time paid Union Leave, plus an additional 35% roll-up to cover fringe benefit costs (for a total reimbursement of 1.35 times the base hourly rate of the Officer multiplied by 80 hours per pay period), and (b) the actual employer costs for health benefits for each Officers (and any dependents) unless an Officer declines health insurance. The City will bill the Union on a quarterly basis, and will issue the first invoice after the fourth quarter of 2021. Invoices shall include employee name, pay rate and total cost for the billing period. The Union shall pay the invoice via check within 30 calendar days of receipt of the invoice, and shall include a reference to the invoice on the check or attach the invoice as supporting documentation.

The City shall send invoices to:

Email: 1021.ap@seiu1021.org

Piease address to: SEIU Locai 1021 Attn: Accounting Department 447 29th Street Oakland, CA 94609 Point of Contact: Karin Hendrickson, Finance Director Email: <u>Karin.Hendrickson@seiu1021.org</u> Phone: 510.710.0019

To pay for the release time of Theresa Rutherford, Union shall make checks payable to Laguna Honda Hospital & Rehabilitation Center and send to:

Laguna Honda Hospital & Rehabilitation Center Finance Department – Attn: Lily Conover 375 Laguna Honda Blvd San Francisco, CA 94116

To pay for the release time of Jennifer Esteen, Union shall make checks payable to San Francisco Department of Public Health and send to:

Department of Public Health Central Fiscal Unit -- Attn: Harvey Fong 101 Grove, Ste 110 San Francisco, CA94102 Phone: 415-554-2885

For any billing related questions or updates please contact Lily Conover (lily.conover@sfgov.org) for Laguna Honda or Cherie Wan for DPH Central (cherie.wan@sfdph.org).

To pay for the release time of Joseph Bryant, Union shall make checks payable to the Office of Economic and Workforce Development and send to:

Office of Economic and Workforce Development Finance Department- Attn: Fred Liedl 1 South Van Ness, 5th Floor San Francisco, CA 94103

If the Union does not timely pay invoices, the City shall provide notice of the non-payment, and Union shall promptly provide the payment. Continued failure to pay the invoice after notice from the City provides a basis for the City to end the paid Union Leave arrangement under this Sideletter, with two (2) weeks' written notice to Union.

The Union shall send any communications or notices unrelated to invoices or payment to:

Ardis Graham Employee Relations Director City and County of San Francisco One South Van Ness, 4th Floor San Francisco, CA 94103

3. By no later than January 11, 2021, the Union shall provide the City with a list of Officers identified for fulltime paid Union Leave. The Union shall update the list whenever there is a change in Officers, and may otherwise update the list in the Union's discretion, subject to the overall limit on the number of Officers for this paid Union Leave arrangement as specified in Paragraph (1). The Union must provide 30 calendar days' notice to the City to process any changes to the list of Officers identified for paid Union Leave. The Union agrees that the start and end date for paid Union Leave for any Officer will coincide with the start and end date of a City pay period.

- 4. While on paid Union Leave, each Officer must use accrued time off balances for any absences, as appropriate, e.g., sick leave with pay or vacation. The Officer shall report the use of accrued leave to the Officer's departmental payroll division. The City and Union shall ensure that each Officer knows the payroll staff to whom the Officer shall report the use of time off. The City shall review each Officer's use of accrued time off balances to evaluate usage compared to other City employees in the Officer's department and classification.
- 5. While on paid Union Leave, each Officer must comply with all applicable departmental and City rules and policies for active employees in the Officer's classification and department, including attending training, maintaining required certifications and licenses, and complying with the City's substance abuse policy and the departmental Statement of Incompatible Activities.
- 6. Officers on paid Union Leave shall not be eligible for overtime assignments during the period of paid Union Leave, but shall continue to receive general base wage increases under the Memorandum of Understanding ("MOU"), step increases and any assignment/status based premiums which are applicable. Officers assuming responsibilities for union business during this paid leave are working at the sole direction of the Union and are not performing any duties under the direction of the City. If an Officer becomes ill or injured while on paid Union Leave, the Officer is not eligible for workers' compensation benefits because they are not performing work required or requested by the City.
- 7. At the conclusion or termination of leave granted under this Sideletter, the City shall reinstate the Officer to the same position and work location held before the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification as provided in Government Code section 3558.8.
- 8. The Union agrees to indemnify and hold the City harmless from any claims by any party as to the acts and omissions of the Officers on paid Union Leave, as follows:
 - a. The Union shall indemnify and save harmless the City and its current and former officers, agents and employees (collectively, "Indemnitees") and, if requested by the City, shall defend Indemnitees against any and all loss, cost, damage, injury, liability and claims thereof, arising directly or indirectly out of or relating to the conduct, acts and omissions of the Officers while on paid Union Leave, including but not limited to the Officers' use of facilities or equipment provided by the City or others. The foregoing indemnity shall include reasonable fees of attorneys, consultants and experts, and costs, including such fees and costs incurred by the City in investigating and defending any claims against Indemnitees.
 - b. The indemnity provided by this Agreement applies regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed, on any Indemnitee, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement.
 - c. If the City tenders of defense of any claim to the Union, the Union has an immediate and independent obligation to defend Indemnitees from any claim that actually or potentially falls within this Paragraph 8, even if the allegations are or may be groundless, false or fraudulent. This obligation arises at the time the City tenders the claim to the Union and continues at all times thereafter.
- c. If the City tenders of defense of any claim to the Union, the Union has an immediate and independent obligation to defend Indemnitees from any claim that actually or potentially falls within this Paragraph 8, even if the allegations are or may be groundless, false or fraudulent. This obligation arises at the time the City tenders the claim to the Union and continues at all times thereafter.
- 9. If either party believes there has been a breach of any term of this Sideletter, that party shall provide written notice to the other party and the parties shall meet and confer in good faith in an effort to resolve the dispute. This Sideletter is not subject to the grievance procedure of the MOU. Either party may terminate this Sideletter with 30 days written notice.
- 10. This Sideletter does not alter or affect the rights or obligations of the parties related to release time under the MOU between the Union and City. The parties agree to incorporate the terms in this Sideletter in the next amended or successor MOU.

FOR THE CITY

10.28.2021 Date

Ardis Graham Employee Relations Director

FOR SEIULOCAL 1021

Yason Klumb SF Regional Field Director

Date

Theresa Rutherford SF Regional Vice, Bresident

David Cahlfam **Executive Director**

Date

Date

APPROVED AS TO FORM

March 23, 2022

Katharine Hobin Porter Chief Labor Attorney

Jonathan C. Rolnick

Date



CCSF NEGOTIATIONS 2022 SEIU, Local 1021

TA – CP009.001 – Diagnostic Imaging Technologist Series

Date:	4	5

Time:

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

D. ADDITIONAL COMPENSATION & PREMIUM PAY

2467, 2468, 2469 and 2470 (Diagnostic Imaging Technologist Series)

350. 2467 Diagnostic Imaging Technologist I, 2468 Diagnostic Imaging Technologist II, 2469 Diagnostic Imaging Technologist III, and 2470 Diagnostic Imaging Technologist IV shall advance to Step 7 upon completion of thirty-six (36) months of service at Step 6.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

FOR THE UNION

owny 4/5/2022

APPROVED AS TO FORM

Erik Rapopo

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TA – CP009.001 – Diagnostic Imaging Technologist Series

Page 1 of 1



CCSF NEGOTIATIONS 2022 SEIU, Local 1021

TA – CP012.001 – 8237 Public Safety Communications Tech

Date: _	4	5	2022
Time:			

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE III - PAY, HOURS AND BENEFITS

III.D - Additional Compensation & Premium Pay

Public Safety Communications Premium

325. Employees in the classification 8238 Public Safety Communications Dispatcher and 8237 Public Safety Communications Technician, who are required to train and evaluate performance of probationary 8238 or 8237 employees on-the-job, shall be paid a premium of six percent (6%) of the employee's base rate per hour for those hours, or portions thereof, when such duties are assigned. Said training and evaluation shall be performed in accordance with the standards established by the San Francisco Emergency Communications Department. In the event that 8237 and 8238 employees meet and maintain the criteria for the Communications Training Officers (CTO's), established by the Emergency Communications Department (ECD), they shall be paid a premium of eight percent (8%) per hour for those hours, or portions thereof, when such duties are assigned.

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TA – CP012.001 – 8237 Public Safety Communications Tech



CCSF NEGOTIATIONS 2022 SEIU, Local 1021

Tentative Agreement:

FOR THE CITY

Dania Torres Wong Date

715/2022 Rob Szykowny Date

FOR THE UNION

APPROVED AS TO FORM

2012 Erik Rapoport

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CCSF NEGOTIATIONS 2022

SEIU, Local 1021

TA – CP013.001 – 2905 Senior Eligibility Worker, 2912 Senior Social Worker, and 9703 Employment & Training Specialist 2

Date:	4	S

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

D. ADDITIONAL COMPENSATION & PREMIUM PAY

Human Services Agency Classifications 2905 Senior Eligibility Worker, 2912 Senior Social Worker, and 9703 Employment & Training Specialist 2

- 379. Effective July 1, 2014, the salary steps for 2905, 2912, and 9703 shall be adjusted to be the same as the current respective 2903, 2910, and 9702 salary steps, with the following differences:
 - a. Three salary steps shall be added above the 5-step range. The new top step for classes 2905, 2912, and 9703 will equal the current top step of classes 2905, 2912, and 9703, respectively.
 - b. Two salary steps shall be added below the 5-step range.
- 380. Effective July 1, 2014, for incumbents in classes 2903, 2910, and 9702 at the Human Services Agency who are appointed to 2905, 2912, and 9703, respectively, upon appointment, those employees shall advance to the appropriate salary step as follows:

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Employee Relations City and County of San Francisco

Department of Human Resources

CCSF NEGOTIATIONS 2022

SEIU, Local 1021

- a. Employees receiving Acting Assignment pay as of May 7, 2014, shall advance to Step 10 in the respective new salary range.
- b. Excluding the employees covered above, employees who have been at Step 5 of 2903, 2910, and 9702, for more than a year shall advance to Step 9 in the respective new salary range.
- c. Employees who have been at Step 5 of 2903, 2910, and 9702 for less than a year shall advance to Step 8 in the respective new salary range.
- d. Employees who are at Step 4 of 2903, 2910, and 9702 shall advance to Step 7 in the respective new salary range.
- e. Employees who are at Step 3 of 2903, 2910, and 9702 shall advance to Step 6 in the respective new salary range.
- f. Employees who are at Step 2 of 2903, 2910, and 9702 shall advance to Step 5 in the respective new salary range.
- g. All other employees shall advance through the new salary ranges in accordance with Article III.I (Seniority Increments) of this agreement.
- 381. Effective July 1, 2014, all new e<u>E</u>mployees hired into classes 2905, 2912, and 9703 shall advance through the salary range in accordance with Article III.I (Seniority Increments) of this agreement, except that all employees shall advance to Step 5 upon completion of six (6) months of service at Step 4 in the respective new salary ranges.
- 382. The City agrees to propose and advocate to the Civil Service Commission that incumbents in 2903, 9702, and 2910 in the Human Services Agency, receive civil service status in classification 2905, 9703, and 2912, respectively. Further, the Union agrees not to challenge the following department only designations:
 - 2905, 2912 and 9703 (HSA only classes)
 - 2903 (DPH only class)

2940 and 2944 (Protective Service Workers)

383. In addition to the current Salary Step Plan, all employees in class 2940 Protective Service Worker and 2944 Protective Service Supervisor shall receive a sixth (6th) step increase of five percent (5%) one year after receiving the Step Five increase.

2604 and 2606 (Food Service Workers)

384. Effective July 1, 2014, an additional salary step will be added to 2604 Food Service Worker and 2606 Senior Food Service Worker classifications. Incumbents in Class 2604 or 2606 who have been at Step 5 of the current salary range for more than one (1) year as of that date shall advance to Step 6 effective the first payroll date after July 1.

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TA – CP013.001 – 2905 Senior Eligibility Worker, 2912 Senior Social Worker, and 9703 Employment & Training Specialist 2 Page 2 of 4



CCSF NEGOTIATIONS 2022 SEIU, Local 1021

8300 Sheriff's Cadet

385. Effective July 1, 2014, the base wage for 8300 Sheriff's Cadets shall be converted from a flat rate to a five-step salary range, with the entry step equal to the current flat rate, and each additional step at 5% increments above the prior step. Each incumbent Cadet shall be placed on the appropriate step based on the below formula and thereafter shall advance through the steps per Article III.I:

0-less than 1 year of service in classification 8300 shall be placed on the entry step.

1-3 years of service in classification 8300 shall be placed on the second step. 3+ years of service in classification 8300 shall be placed on the third step.

386. Effective July 1, 2020, employees in Classification 8300 Sheriff's Cadets shall receive a five percent (5%) increase to the base rate of pay.

7268 Window Cleaner Supervisor

387. Effective July 1, 2014, the base wage for 7268 Window Cleaner Supervisor shall be increased by the amount necessary to place the compensation range on a salary grade 10% above the salary grade for 7392 Window Cleaner.

Retirement Restoration Payment

388. For employees who retire prior to the end of this Agreement and for whom their final compensation for retirement purposes was impacted by the unpaid legal holidays or a wage adjustment in lieu of unpaid legal holidays in Fiscal Years 2009-2010 or 2010-2011 described in Article III.G. of the parties' 2006-2011 Agreement, the City will provide restoration pay equaling the pensionable value of the unpaid legal holidays or wage adjustment described in Article III.G. of the parties' 2006-2011 Agreement, the City will provide restoration pay equaling the pensionable value of the unpaid legal holidays or wage adjustment described in Article III.G. of the parties' 2006-2011 Agreement, for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes.

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

Date

FOR THE UNION

15/2022 **Rob Szykowny** Date

APPROVED AS TO FORM

Erik Rapopo

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TA – CP013.001 – 2905 Senior Eligibility Worker, 2912 Senior Social Worker, and 9703 Employment & Training Specialist 2 Page 4 of 4



CCSF NEGOTIATIONS 2022 SEIU, Local 1021

TA – CP014.001 – 3378 Animal Control Assistant Supervisor

Date:	45	
Time:		

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

Article III – Pay, Hours and Benefits Section D. Additional Compensation & Premium Pay

3378 Animal Control Assistant Supervisor

<u>406a. Effective July 1, 2022, class 3378 Animal Control Assistant Supervisor shall receive a</u> <u>one-time wage adjustment of 11.50%.</u>

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong

Date

Rob Szykowny

APPROVED AS TO FORM

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TA – CP014.001 – 3378 Animal Control Assistant Supervisor



CCSF NEGOTIATIONS 2022 SEIU, Local 1021

TA – CP014.001 – 3378 Animal Control Assistant Supervisor

Date:	45	
Time:		

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TENTATIVE AGREEMENT

Article III – Pay, Hours and Benefits Section D. Additional Compensation & Premium Pay

3378 Animal Control Assistant Supervisor

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Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong

Date

Rob Szykowny

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TA – CP014.001 – 3378 Animal Control Assistant Supervisor



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SEIU,	Local	1021	Misc

TA – CP030.001 – Legal Holidays for Part-Time Employees

Date:	4	5	
			2

Time: _____

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

F. Holidays

Part-Time Employees Eligible for Holidays

- 435. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays on a proportionate basis.
- 436. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total <u>number of</u> hours <u>the employee is</u> regularly <u>scheduled to</u> worked in a biweekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the biweekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.
- 437. The proportionate amount of holiday time off shall be taken in the same or next fiscal year in which the holiday was provided. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

Tentative Agreement:

FOR THE CITY

4/5/2022 Abbet 9. Date Rob Szykowny **Dania Torres Wong**

FOR THE UNION

bury 4/5/2022 Date

APPROVED AS TO FORM

Erik Rapoport Date

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TA – CP030.001 – Legal Holidays for Part-Time Employees



CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

TA – CW026.002 – Appointment Above Entrance

Date: _____

Time:

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS SECTION G. - SALARY STEP PLAN AND SALARY ADJUSTMENTS

4. Appointment Above Entrance Rate

- 450. Appointments may be made at any step in the salary grade under any one <u>or more</u> of the following conditions:
- 451. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the employee's former classification.
- 452. b. Loss of compensation would result if appointee accepts position at the normal step. <u>Appointment above entrance rate is justified based on the experience,</u> <u>education, training, skill, and/or performance of the appointee.</u>
- 453. c. 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. If so, all incumbents shall be advanced to the same step at which the new employee is hired. In this case, the incumbents shall otherwise maintain their original anniversary date in the class.
- 454. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

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<pre>struck out, italics = existing language prior section</pre>	struck out = removed language

TA – CW026.002 – Appointment Above Entrance Page 1 of 2



CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

455. e. If a new employee is hired above Step 1 under section (4)(c) above, all incumbents in the same classification shall be advanced to the same step at which the new employee is hired. In this case, the incumbents shall maintain their original anniversary date in the class for future step increases.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong Date

FOR THE UNION

Rob Sz

APPROVED AS TO FORM

Erik Rapoport

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TA – CW026.002 – Appointment Above Entrance Page 2 of 2



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

TA - Union Package Proposal on Union Proposals #15 and #20 and City Proposals #41 and #42

Date:

Time:

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on all outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

Union Package Proposal on Union Proposals #15 and #20 and City Proposals #41 and #42

In exchange for the City withdrawing City Proposal #41 (Promotive Appointment) and #42 (Standby Pay), the Union will withdraw Union Proposal #15 (Vacation Sellback) and Union Proposal #20 (Bereavement Leave).

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

Date

FOR THE UNION

11/22 Date Rob Szykowny

APPROVED AS TO FORM

Erik Rapoport

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CCSF NEGOTIATIONS 2022 SEIU, Local 1021

TA – UP031.001 – Radiologic Technologist Pay Discrepancy

Date:	

Time:

This TA is entered into with the understanding that it will only become effective and it is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

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

TENTATIVE AGREEMENT

Radiologic Technologists and Diagnostic Medical Sonographers

2471 Radiologic Technologist I/II/III

- 351. Class 2471 Radiologic Technologist I/II/III has three levels.
 - Level I Requires no modality certifications
 - Level II Requires certification in one or more modalities
 - Level III Requires certification in two or more modalities
- 352. A modality is a unique imaging technique for diagnosis.

New Appointments

- 353. Employees shall be assigned to a Level based upon the operational needs of the department and employee certification in the requisite modalities.
- 354. Employees shall be appointed to a Step in the assigned Level based on the requisite years of radiologic technologist experience as set forth below. Each Level shall include the following salary Steps: Level I Steps 1-7; Level II Steps 2-83-8; and Level III Steps 3-96-9.

		Yea	Years of Experience				
	<u>Step</u>	ŧ	- ++	+++			
	1	θ	-	-			
	2	1	1	-	-		
	Ъ,	2	2	3	_		
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Employee Relations City and County of San Francisco

Department of Human Resources

4	3	3	4
5	4	4	5
6	5	5	6
7	8+	6	7
8	-	9+	8
9	-	-	9+

		<u>Step</u>	
Years of			
<u>Experience</u>	<u> </u>	<u><u> </u></u>	<u> </u>
<u>0</u>	1		-
<u>1</u>	<u>2</u>	<u>.</u>	
2	<u>3</u>	<u>4</u>	-
3	<u>4</u>	<u>5</u>	<u>6</u>
4	<u>5</u>	<u>6</u>	<u>7</u>
5	<u>6</u>	<u>7</u>	<u>8</u>
<u>6+</u>	<u>7</u>	<u>8</u>	<u>9</u>

Change in Assignment

- 1. Subject to the approval of the Appointing Officer and the operational needs of the department, a Level I employee who possesses the requisite Level II qualifications and who is assigned the Level II duties shall be assigned to Level II and appointed at the Step corresponding to the requisite years of experience.
- 2. Subject to the approval of the Appointing Officer and the operational needs of the department, a Level II employee who possesses the requisite Level III qualifications and who is assigned the Level III duties shall be assigned to Level III and appointed at the Step corresponding to the requisite years of experience.

2472 Radiologic Technologist Lead

357. Employees shall be appointed to a Step based on the requisite years of radiologic technologist experience as set forth below.

	Years of
Step	Experience
1	4
2	5
3	6
4	7

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TA – UP031.001 – Radiologic Technologist Pay Discrepancy



SEIU, Local 1021



2473 Diagnostic Medical Sonographer I/II/III

358. Class 2473 Diagnostic Medical Sonographer I/II/III has three Levels.

- Level I Requires certification in one or more modalities
- Level II Requires certification in two or more modalities
- Level III Requires certification in three or more modalities
- 359. A modality is a unique imaging technique for diagnosis.

New Appointments

- 360. Employees shall be assigned to a Level based upon the operational needs of the department and employee certification in the requisite modalities.
- 361. Employees shall be appointed to a Step in the assigned Level based on the requisite years of sonography experience as set forth below. Each Level shall include the following salary Steps: Level I Steps 1-7; Level II Steps 2-83-8; and Level III Steps 3-96-9.

	Years of Experience			
Step 1	ł	++	- +++	
1	e e		-	
2	1	1	-	
3	2	2	3	
4	3	3	4	
5	4	4	5	
6	5	5	6	
7	6+	6	7	
8	-	7+	8	
9	-	. .	9+	
		1	1	

	<u>Step</u>			
<u>Years of</u>				
<u>Experience</u>	Ī	<u> </u>	<u>III</u>	
<u>0</u>	<u>1</u>	- '	-	
1	<u>2</u>	<u>3</u>	-	
2	<u>3</u>	4		

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TA – UP031.001 – Radiologic Technologist Pay Discrepancy





<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
5	<u>6</u>	<u> </u>	<u>8</u>
<u>6+</u>	<u>7</u>	<u>8</u>	<u>9</u>

Change in Assignment

- 362. Subject to the approval of the Appointing Officer and the operational needs of the department, a Level I employee who possesses the requisite Level II qualifications and who is assigned the Level II duties shall be assigned to Level II and appointed at the Step corresponding to the requisite years of experience.
- 363. Subject to the approval of the Appointing Officer and the operational needs of the department, a Level II employee who possesses the requisite Level III qualifications and who is assigned the Level III duties shall be assigned to Level III and appointed at the Step corresponding to the requisite years of experience.

Tentative Agreement:

FOR THE CITY

2022 Mb Rob Szr Date **Dania Torres Wong**

FOR THE UNION

Date

APPROVED AS TO FORM



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

TA - 002 - Dieticians

Date: 2/17

Time: _____

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

D. ADDITIONAL COMPENSATION & PREMIUM PAY

2622, 2624 and 2626 Dieticians

406a. Effective July 1, 2022, the following classifications shall receive the following one-time wage adjustments:

> 2622 Dietician Technician 10.57% 2624 Dietician 10.57% 2626 Chief Dietician 5.77%

406b. These wage adjustments shall be applied prior to the application of any other wage increases effective on July 1, 2022.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

APPROVED AS TO FORM

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3/9/2022 Abbert 9. Sylwing 03/09/22 Date Rob Szykowny Date

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TA002 - Dieticians.docx



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

TA – 004 – Sr. Morgue Attendant

Date:

Time: _____

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

D. ADDITIONAL COMPENSATION & PREMIUM PAY

2524 Sr. Morgue Attendant

406a. Employees in class 2524 Sr. Morgue Attendant as of July 1, 2022 who were employed as a 2522 Sr. Morgue Attendant during any part of fiscal year 2021-2022, shall receive a one-time, \$10,000, non-pensionable lump sum payment to be included in their pay issued on August 16, 2022.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong Date Date Date Date Date Date

APPROVED AS TO FORM

Gr.K Rapoport 3/9/22 Erik Rapoport Date

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TA004 - Sr. Morgue Attendant



CCSF NEGOTIATIONS 2022 SEIU, Local 1021

TA – 005 – Parking Meter Repair Supervisor

Date:_____

Time:_____

TENTATIVE AGREEMENT

ARTICLE III – PAY, HOURS AND BENEFITS

D. ADDITIONAL COMPENSATION & PREMIUM PAY

7243 Parking Meter Repair Supervisor I

406a. Effective July 1, 2022, class 7243 Parking Meter Repair Supervisor shall receive a onetime wage adjustment of 13.75%.

406b. This wage adjustments shall be applied prior to the application of any other wage increase effective on July 1, 2022.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

Date Date Rob Szykowny Date Date

APPROVED AS TO FORM

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FOR THE UNION

TA005 - Parking Meter Repair Supervisor.docx



CCSF NEGOTIATIONS 2022 SEIU, Local 1021 Misc

TA – 006 – Eligibility Worker Supervisor Side Letter

Date: _____

Time:

TENTATIVE AGREEMENT

Side Letter

2907 Eligibility Worker Supervisor

Effective July 1, 2022, HSA shall adjust the step of all current and future 2907 Eligibility Worker Supervisors to be no lower than step 4 to ensure that these employees will always earn more than the 2905 Eligibility Worker.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong

APPROVED AS TO FORM

Date

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TA006 - Eligibility Worker Supervisor Side Letter.docx

Page 1 of 1

FOR THE UNION

3/09/2022 Abbert 4. Sylwing Date Rob Szykowny Date 03/09/22



CCSF NEGOTIATIONS 2022

SEIU, Local 1021 Misc

TA – 007 – Neuropsychologist Side Letter

Date: _____

Time:

TENTATIVE AGREEMENT

Side Letter

2573 Neuropsychologist

- City will create a new 2573 Neuropsychologist class specification with pay range equivalent to 2575 ۲ Research Psychologist.
- 2574 Clinical Psychologists working as Neuropsychologists at LHH will be appointed to the 2573 • Neuropsychologist classification in a PEX Cat. 18 appointment effective July 1, 2022. Employees will be appointed to the same step in class 2573 as they are appointed in their underlying 2574 classification and maintain their salary anniversary date.
- DPH shall work with the CSC to have those employees appointed to the 2573 class granted the same • PCS status in class 2573 as their PCS status in their underlying 2574 appointment by October 1, 2022.

FOR THE CITY

03/09/2022 Mot 4. Date Rob Szykowny **Dania Torres Wong**

APPROVED AS TO FORM

Date

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03/09/22 Date

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TA007 - Neuropsychologist Side Letter.docx