# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN AND FOR**

**UNION OF AMERICAN PHYSICIANS AND DENTISTS**
**(UNIT 18)**

**AND**

**CITY AND COUNTY OF SAN FRANCISCO**

**July 1, 2012 – June 30, 2015**

## TABLE OF CONTENTS

**ARTICLE I - REPRESENTATION ..... 1**

I.A. RECOGNITION ..... 1
I.B. INTENT ..... 1
I.C. OBJECTIVE OF THE CITY ..... 1
I.D. RESPONSIBILITIES OF THE CITY ..... 2
I.E. NO STRIKE PROVISION ..... 3
I.F. GRIEVANCE PROCEDURE ..... 3
Introduction ..... 3
Definition ..... 3
Exclusion of Civil Service Matters ..... 4
Definition of Working Day ..... 4
Filing of Grievances ..... 4
Informal Discussion ..... 4
STEP ONE – Immediate Supervisor ..... 4
STEP TWO – Appointing Officer ..... 5
STEP THREE – Director, Employee Relations/Hearing Officer ..... 5
The Effect of Failure of Timely Action ..... 6
Timeliness of the Grievance ..... 6
Rights of the Employee Organization Recognized to Represent the Grievant's Classification. ..... 6
I.G. OFFICIAL REPRESENTATIVES AND STEWARDS ..... 7
Representatives ..... 7
Stewards ..... 7
I.H. UNION SECURITY ..... 8
I.I. AGENCY SHOP ..... 8
Application ..... 8
Fair Share ..... 9
Religious Exemption ..... 9
Payroll Deductions ..... 9
Revocation of Fair Share ..... 10
Financial Reporting ..... 10
Indemnification ..... 11
I.J. DISCIPLINE OR RELEASE OF EXEMPT EMPLOYEES EXCEPT DUE TO LAYOFF 11
I.K. PERFORMANCE APPRAISAL ..... 12
I.L. ORGANIZED MEDICAL STAFFS ..... 12
I.M. GENERAL INFORMATION MEETING ..... 12
I.N. BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS ..... 13
Bulletin Boards ..... 13
Use of City E-mail ..... 13
Dissemination of Union Information ..... 13
I.O. BARGAINING UNIT LIST ..... 13

**ARTICLE II – EMPLOYMENT CONDITIONS ..... 14**

II.A. OFFICIAL PERSONNEL FILE ..... 14
II.B. NONDISCRIMINATION CLAUSE ..... 14
II.C. USE OF DEPARTMENTAL FACILITIES ..... 15
II.D. LAYOFF ..... 15
UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES ..... 16
II.E. SEVERANCE PAY ..... 16
II.F. AMERICANS WITH DISABILITIES ACT ..... 16
II.G. FAMILY/MEDICAL LEAVE ..... 17
II.H. DEFENSE OF CITY EMPLOYEES ..... 17
**ARTICLE III – PAY, HOURS AND BENEFITS ..... 18**
III.A. WAGES ..... 18
Recruitment and Retention ..... 19
III.B. WORK SCHEDULE ..... 20
Compensation for Various Work Schedules ..... 20
Voluntary Reduced Work Week ..... 20
Part-Time Work Schedule ..... 20
III.C. ADDITIONAL COMPENSATION ..... 20
Premiums ..... 20
Special Pay Premiums ..... 20
Laguna Honda Hospital Specialty Premium ..... 21
Standby Pay ..... 21
Interpreter – Translator Pay ..... 21
Prenatal Premium for Community Primary Care Physicians ..... 22
Night Duty ..... 22
Acting Assignment Pay ..... 22
III.D. OVERTIME COMPENSATION ..... 23
III.E. SALARY STEP PLAN AND SALARY ADJUSTMENTS ..... 23
Promotive Appointment in a Higher Class ..... 23
Non-Promotive Appointment ..... 24
Appointment Above Entrance Rate ..... 24
Exempt Appointive Position ..... 24
Reappointment Within Six Months ..... 24
Compensation Upon Transfer or Re-Employment ..... 24
III.F. METHODS OF CALCULATION ..... 25
Bi-Weekly ..... 25
Per Diem or Hourly ..... 25
III.G. SENIORITY INCREMENTS ..... 25
Entry at the First Step ..... 25
Entry at other than the First Step ..... 25
Date Increment Due ..... 25
Exceptions ..... 25
III.H. SPECIAL EDUCATIONAL LEAVE FOR M.D., D.O. AND D.D.S. CLASSIFICATIONS 26
III.I. USE OF PERSONAL VEHICLES ..... 27

III.J. EMPLOYEE DEVELOPMENT ..... 27
Supplemental Training Fund ..... 28
III.K. REIMBURSEMENT FOR DRUG ENFORCEMENT ADMINISTRATION REGISTRATION ..... 28
III.L. REIMBURSEMENT FOR FEDERAL AND STATE MANDATED LICENSE FEES 28
III.M. STATE DISABILITY INSURANCE ..... 28
III.N. HEALTH AND WELFARE ..... 28
a. Medically Single (Employee Only) ..... 29
b. Dependent Coverage (Employee Plus One; Employee Plus Two or More) ..... 29
c. Dental Benefits ..... 29
d. Benefits While On Unpaid Leave ..... 29
III.O. LONG TERM DISABILITY ..... 30
III.P. RETIREMENT ..... 30
III.Q. VACATIONS ..... 30
III.R. HOLIDAYS AND HOLIDAY PAY ..... 31
III.S. HOLIDAY COMPENSATION FOR TIME WORKED ..... 32
III.T. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY ..... 32
III.U. HOLIDAY PAY FOR EMPLOYEES LAID OFF ..... 33
III.V. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION ..... 33
III.W. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS ..... 33
III.X. TIME OFF FOR VOTING ..... 33
III.Y. RETURN TO WORK ..... 33
III.Z. RETIREMENT RESTORATION PAYMENT ..... 34
III.AA. PAID SICK LEAVE ORDINANCE ..... 34
**ARTICLE IV – WORKING CONDITIONS ..... 36**
IV.A. HEALTH & SAFETY CONDITIONS ..... 36
IV.B. CIVIL SERVICE COMMISSION LEAVE RULES ..... 36
IV.C. EXEMPT AND NONEXEMPT EMPLOYEES ..... 36
IV.D. JOINT LABOR MANAGEMENT COMMITTEE ..... 36
**ARTICLE V - SCOPE ..... 38**
V.A. REOPENER IN THE EVENT OF CHARTER AMENDMENT OR COURT DECISION 38
V.B. SAVINGS CLAUSE ..... 38
V.C. FINALITY OF AGREEMENT ..... 38
V.D. DURATION OF AGREEMENT ..... 38
**LEAVES OF ABSENCE DEFINITIONS ..... 40**
**LEAVES OF ABSENCE ..... 44**
**SECTION 1: GENERAL REQUIREMENTS ..... 44**

**SECTION 2: SICK LEAVE – GENERAL PROVISIONS.....45**

**SECTION 3: SICK LEAVE WITH PAY.....47**

**SECTION 4: SICK LEAVE WITHOUT PAY.....50**

**SECTION 5: COMPULSORY SICK LEAVE.....51**

**SECTION 6: DISABILITY LEAVE.....52**

**SECTION 7: MILITARY, WAR EFFORT AND SEA DUTY LEAVES.....53**

**SECTION 8: UNPAID ADMINISTRATIVE LEAVE OR FURLOUGH.....55**

**SECTION 9: OTHER LEAVES OF ABSENCE.....58**

**SECTION 10: APPEAL PROCEDURES.....61**

# ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter "MOU") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the Mayor and the California Federation of the Union of American Physicians and Dentists (hereinafter "Union").

## I.A. RECOGNITION

2. The City acknowledges that the Union has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for the following classifications:

| | |
|---|---|
| 2210 | Dentist – Unit 18 |
| 2220 | Physician – Unit 18 |
| 2230 | Physician Specialist – Unit 18 |
| 2232 | Senior Physician Specialist – Unit 18 |
| 2292 | Shelter Veterinarian – Unit 18 |
| 2598 | Assistant Medical Examiner – Unit 18 |

## I.B. INTENT

3. It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until formally adopted or accepted by the Board of Supervisors in accordance with procedures, terms and provisions of the Charter applicable thereto. Moreover, it is the intent of the Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Mayor has no jurisdiction.

## I.C. OBJECTIVE OF THE CITY

4. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities. The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission and this MOU. It is recognized that standards of performance which relate to medical practice are to be established or revised only by the medical staff as outlined in the peer review process of the Medical Staff Bylaws.

## I.D. RESPONSIBILITIES OF THE CITY

5. It shall be the exclusive responsibility of the Appointing Officer to determine the mission, merit, necessity and organization of any service or activity within the Department, to set standards of service and to direct the work force in meeting those standards, as set forth in the Charter of the City and County of San Francisco, Meyers-Milias-Brown Act and various ordinances of the City and County of San Francisco. It shall be the responsibility of the Appointing Officer to determine and implement administrative policies consistent with the intent of the Charter and other appropriate Federal, State and City and County boards, commissions, and officers. The Appointing Officer shall also be responsible for taking disciplinary action, reducing the forces under his/her jurisdiction to conform to the needs of the work of the Department, and for determining the methods, means and personnel by which the Department's operations are to be conducted. These rights will be exercised in accordance with the provisions of this MOU.

6. The Appointing Officer agrees to notify the Union by certified mail, return receipt requested when contracting out of an existing Department service staffed by covered employees is contemplated. However the Employer may at its sole discretion, enter into a contract, subcontract, partnership, or other business arrangement whereby one, some or all of the job functions or work presently performed under this Agreement at the Department of Public Health may be provided, in whole or in part, by another employer or entity that is not a party to this Agreement.

7. In the event an employee is laid off or terminated solely because the Employer has entered into a contract, subcontract, partnership, or other business arrangement whereby the job functions or work presently provided under this Agreement at the Department of Public Health are to be provided, in whole or in part, by another employer or entity not party to this Agreement, and the employee is not offered a position with the contractor, subcontractor, partnership, or other business arrangement, such employee shall receive severance pay in accordance with the following formula:

- Less than one (1) year of service: 0%
- One year to less than five (5) years of service: 4% of the highest annual salary within the last five (5) years.
- Five (5) years to less than ten (10) years of service: 8% of the highest annual salary within the last five (5) years.
- Ten (10) years to less than twenty (20) years of service: 12% of the highest annual salary within the last five (5) years.
- Twenty (20) years or more of service: 14% of the highest annual salary within the last five (5) years.

8. In the event an employee is laid off or terminated solely because the Employer has entered into a contract, subcontract, partnership, or other business arrangement whereby the job functions or work presently provided under this Agreement at the Department of Public Health are to be provided, in whole or in part by another employer or entity not

party to this Agreement, and the employee is offered a position with the contractor, subcontractor, partnership, or other business arrangement, and the employee does not accept this offer of a position, such employee shall receive severance pay in accordance with the following formula:

- Less than one (1) year of service: 0%
- One (1) year to less than five (5) years of service: 2% of the highest annual salary within the last five (5) years.
- Five (5) years to less than ten (10) years of service: 3% of the highest annual salary within the last five (5) years.
- Ten (10) years to less than twenty (20) years of service: 4% of the highest annual salary within the last five (5) years
- Twenty (20) years or more of service: 5% of the highest annual salary within the last five (5) years.

9. Such severance pay shall be in addition to any vacation pay, holiday pay, or other compensation which the employee has earned and is entitled to be paid under this Agreement, but which has not been paid.

10. If the Employer enters into a contact, subcontract, partnership, or other business arrangement as provided in this Section, the Employer's sole obligation shall be as set forth in the severance pay provisions.

11. The employer may at its discretion consider contract services with any organization including an organization which may be formed by members covered by this Agreement.

## I.E. NO STRIKE PROVISION

12. The City will not lock out the employees who are covered by this agreement. Neither the Union nor its represented employees will authorize or engage in any strike, engage in, or cause, encourage or condone work stoppages, or sympathy strikes or organized slowdowns during the term of this agreement.

## I.F. GRIEVANCE PROCEDURE

Introduction

13. This section is intended to establish a procedural method by which grievances, as defined herein, may be resolved in an expeditious and orderly manner.

Definition

14. A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the employee organization, which is the recognized employee organization for the grievant's classification, as to any or all of the following:

15. a. That any Department with employees represented by this MOU has failed to implement a condition of employment as specifically set forth in an existing

ordinance or resolution of the Board of Supervisors, or in a then-current ratified MOU between and for the Board of Supervisors and the employee organization, which is recognized for the grievant's classification, provided that such condition of employment is within the scope of representation as defined in California Government Section 3504 and provided further that such condition of employment is within the Charter authority of the Board of Supervisors to or Mayor to so implement.

16. b. That any Department has failed to implement a condition of employment specifically set forth in this duly executed MOU, or an allegation that a Department has misinterpreted or misapplied a written department policy, rule or regulation provided that such written policy, rule or regulation concerns a condition of employment which is within the scope of representation as defined in California Government Code Section 3504.

17. c. Any problem or question of interpretation on issues within the definitions contained above.

Exclusion of Civil Service Matters

18. The Grievance Procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter Authorities.

Definition of Working Day

19. A working day is any period of twenty-four hours excluding Saturdays, Sundays and holidays.

Filing of Grievances

20. All grievances shall be filed and processed as follows:

Informal Discussion

21. Any employee having a grievance shall first discuss it with his/her immediate supervisor in an effort to resolve the grievance in an informal manner.

STEP ONE – Immediate Supervisor

22. If a solution to the grievance, satisfactory to the employee and the immediate supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of the Grievance Procedure. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall within fourteen (14) calendar days of the informal discussion with immediate supervisor, submit the grievance in writing to his/her immediate supervisor with copies to parties specified in the City's official Grievance Form. The immediate supervisor shall, within five working days of receipt of the written grievance, respond in writing to the grievance with his/her decision and specifying his/her reasons for concurring with or denying the grievance.

STEP TWO – Appointing Officer

23. If the decision of the immediate supervisor is unsatisfactory to the grievant, the grievant or the grievant's representative shall, within fourteen (14) calendar days of receipt of the immediate supervisor's decision, submit the written grievance to the Appointing Officer. The Appointing Officer shall, within fourteen (14) calendar days of receipt of the written grievance, hold a hearing on the grievance unless such hearing is waived by both parties and shall respond thereafter, in writing to the grievance with his/her decision and specifying his/her reasons for concurring with or denying the grievance.

STEP THREE – Director, Employee Relations/Hearing Officer

24. a. If the decision of the Appointing Officer is unsatisfactory, the grievant and/or his/her representative shall, within ten working days of receipt of the Appointing Officer's decision submit the written grievance to the Employee Relations Director so that the grievance may be heard and resolved by a hearing Officer. Prior to the selection of a hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the Appointing Officer. The Director, Employee Relations shall have seven (7) working days after the receipt of the written grievance in which to review and seek resolution of the grievance.

25. b. If the Director, Employee Relations is unable to informally resolve the grievance to the mutual satisfaction of the grievant and the Appointing Officer, the Union reserves the exclusive right to submit and advance the grievance to a hearing officer. The hearing officer shall be selected by mutual agreement between the Union and the Appointing Officer or designee. If the Union and the Appointing Officer (or designee) are unable to agree on the selection of a hearing officer, they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The Union and the Appointing Officer (or designee) shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the Union or the Appointing Officer (or designee) deletes the first name in the alternating process of deleting names, shall be determined by lot.

26. c. Except when a statement of facts mutually agreeable to the Union and the Appointing Officer is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.

27. d. It shall be the duty of the hearing officer to hold said hearing within forty-five (45) calendar days of written acceptance of appointment as the hearing officer. If the hearing officer is unable to hold the hearing within 45 calendar days, the parties may mutually agree to select another arbitrator.

28. e. After said hearing, or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to render a written decision, including written finding of fact(s) upon which the decision is based, to the parties.

29. f. The decision of the hearing officer shall be final and binding upon the grievant/Union and the Appointing Officer.

30. g. The hearing officer's authority pursuant to the provisions of this Grievance Procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the Department has improperly acted or failed to act as provided in paragraphs 14-17 hereinabove. Further, the hearing officer shall have no power to amend or to recommend an amendment of a Board of Supervisor's ratified MOU, ordinance or resolution or a written departmental policy, rule, regulation or this duly executed departmental MOU.

31. h. Each party (employee, group of employees, or employee organization and the Appointing Officer) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter, if any, shall be borne equally by the parties.

The Effect of Failure of Timely Action

32. Failure of the grievant to submit an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the Department to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

Timeliness of the Grievance

33. A grievance filed pursuant to Section I.F. paragraph 15, hereinabove shall be raised with the immediate supervisor within forty-five (45) calendar days from the date on which the Department has allegedly failed to implement a condition of employment, or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than forty-five (45) calendar days plus such forty-five (45) calendar day reasonable discovery period.

34. A grievance filed pursuant to Section I.F. paragraph 16, hereinabove shall be raised within fourteen (14) calendar days of its being known or within fourteen (14) calendar days of when the grievant might reasonably have been expected to have learned of the grounds for the grievance.

35. A grievance filed pursuant to Section I.F. paragraph 17, hereinabove shall be submitted within the same time limits set forth in paragraphs 15 and 16, as appropriate to the subject matter of the question of interpretation. Time limits established herein may be extended by written mutual agreement between the parties.

36. The grievance may be advanced to a higher step or returned to a lower step of the procedure by written mutual agreement between the parties.

37. This procedure is the sole procedure for resolution of grievances as defined herein during the life of the MOU.

Rights of the Employee Organization Recognized to Represent the Grievant's Classification.

38. An employee may pursue a grievance under this procedure, through step 3, with the assistance of his/her recognized exclusive representative or said employee may

represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) or employee(s) of any other employee organization.

39. In those grievances in which the employee represents himself/herself, or arranges for representation by other than the recognized exclusive representative as set forth above, the Department shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified MOU which covers the grievant's classification. In the event the recognized exclusive representative determines that such an inconsistent resolution or award has been made, the recognized exclusive representative, on its own behalf, may file a grievance at Step Three (3) for the purpose of amending such inconsistent resolution or award.

## I.G. OFFICIAL REPRESENTATIVES AND STEWARDS

Representatives

40. The Union may elect as many as four (4) employee members of such organization from the appropriate unit represented by such organization, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Employee Relations Director to meet and confer on matters within the scope of representation affecting such appropriate unit and to participate in the discussion, deliberation and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:

41. The organization duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.

42. No selected employee member shall leave duty or work station or assignment without specific approval of the employee's department head of other authorized executive management official.

43. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

Stewards

44. The Union shall furnish the City with an accurate list of shop stewards in designated units. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing by the Union, none will be recognized for that area or shift.

45. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.

46. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present a grievance during on duty time, such permission shall be

granted by the supervisor no later than the next working day from the date the shop steward was denied permission.

47. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City or departmental rule (intoxication, theft, etc.) the shop steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist in the grievance procedure.

48. Shop stewards shall not interfere with the work of an employee.

49. Union agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

50. Except in cases of emergency, management will give at least two (2) calendar weeks' notice if a shop steward is to be transferred to another work shift or location.

## I.H. UNION SECURITY

51. Dues deductions shall be made only upon signed authorization from the employee on a form furnished by the City and shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the month of January. The revocation notice shall be delivered to the office of the Controller on or before January 30 of the fiscal year covered by this MOU. The City shall deliver a copy of the notices of revocation of dues deduction authorizations to the Union not later than March 1.

52. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this section.

## I.I. AGENCY SHOP

Application

53. Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union of American Physicians and Dentists in representation Unit 18 when on paid status.

54. The provisions of this section shall not apply to individual employees in the City in representation Unit 18 who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance.

55. The Employee Relations Director shall give the Union no less than ten (10) working days' notice of any such proposed designations. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall be promptly resolved pursuant to Section 46.208(B) of the Ordinance.

Fair Share

56. Effective upon the implementation of this section and for the term of this Memorandum of Understanding, all current and future employees of the City as described herein, except as set forth below, shall, as a condition of continued employment, become end remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union.

57. Employees covered by this agreement shall be or become members of the Union and shall remain members in good standing, or shall pay to the Union a fair share fee and continue making payment of the fair share fee to the Union at the times and in the manner hereinafter prescribed. Employees hired after the effective date of this provision become members of the Union and shall remain members in good standing, unless the employee elects to pay the fair share fee described herein.

58. Service fees will be assessed as of the time the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the amount of the fee before an impartial decision maker; (3) provision for an escrow account of amounts reasonably in dispute during an appeal.

59. Membership in the Union or payment of the fair share fee described in this section shall be a condition precedent to continued employment with the City. The employee who is obligated to pay a fair share fee shall do so in the following manner:

60. a. If the employee payment is by payroll deduction authorization, the appropriate sum shall be deducted by the City and paid to the Union in the same manner and times as such payments are deducted and paid by the City to the Union in the case of Union members.

61. b. If the employee chooses not to authorize payroll deduction, payments of dues or fees shall be received by the Union not later than the following:

62. (1) Dues or fees shall be paid to the Union in full on or before the first day of each calendar month.

63. The City shall encourage the hiring of full-time doctors wherever possible.

Religious Exemption

64. Any employee of the city in a classification described in the Application provision hereof, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized to hold such objection to Union membership by the National Labor Relations Board in its decisions shall, upon presentation of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.

Payroll Deductions

65. The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City employees in the classifications subject to this Memorandum

of Understanding represented by the Union of American Physicians and Dentists and a current statement of membership fees.

66. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes when payroll deductions are authorized. The Controller shall make required membership fee or service fee payroll deductions solely for the Union representing the employee's classification as designated on the list submitted by the Union.

67. The Controller will promptly pay over to the Union all sums withheld for membership or fair share fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying fair share fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly, at a cost not to exceed actual costs, to be determined by the Controller.

68. The City shall deduct membership dues, PAC deductions, and any special membership assessments from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted and, through that system, may make changes as may be required from time-to-time. The Union shall be charged the reasonable administrative costs of this service. The Union shall give the Controller appropriate written notice of any changes in existing deductions or the establishment of new bases for deduction.

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

Revocation of Fair Share

70. The Fair Share provision covering any bargaining unit covered by this Memorandum of Understanding may be rescinded by a majority vote of all employees in such unit, provided that (1) a request for such vote is supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit or subunit, and verified by the Employee Relations Division; (2) such vote is by secret ballot; (3) such vote may be taken at any time during the term of this Memorandum of Understanding but in no event shall there be more than one vote taken during such term. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said elections.

Financial Reporting

71. The Union shall annually provide the Employee Relations Director with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. The Union shall annually provide the Employee Relations Director with a copy of the financial report required pursuant to Section 3546.5 of the State Employer-Employee Relations Act. Copies of such reports shall be made available to employees subject to the Fair Share provisions of the Memorandum of Understanding upon request by such employee at the offices of the Union

72. The Union agrees to keep an adequate itemized record of its financial transactions. Within sixty (60) days after the end of its fiscal year, the Union will make available to the City an operating statement in the form and manner prescribed by Government Code Section 3502.5, covering all periods during which the substantive provisions set forth above are in effect.

73. The Union and the City acknowledge the provisions of Section 3502.5 of the California Government Code and agree that nothing contained in this section shall act to supersede or waive any of the employee's rights contained therein.

Indemnification

74. The Union agrees to indemnify and hold harmless the City for any loss or damage sustained which arises from the operation of this section.

## I.J. DISCIPLINE OR RELEASE OF EXEMPT EMPLOYEES EXCEPT DUE TO LAYOFF

75. This section applies only to those doctor employees who are exempt from the Civil Service provisions of the Charter of the City and County of San Francisco. This section shall apply to disciplinary and non-disciplinary releases. This section shall not apply to layoffs. It shall not apply to voluntary resignations. In cases of a non-disciplinary release, a represented employee has the option of either utilizing the procedures set forth below in this section or receiving a severance payment as set forth in section II.E. in this Memorandum of Understanding.

76. The Appointing Officer may terminate the employment of, or discipline, or release exempt doctor employees. In the event that termination or discipline or release of an exempt doctor employee is recommended to the Appointing Officer, the exempt doctor employee shall be entitled to the following due process prior to the execution of such termination or discipline or release:

77. a. The employee shall receive written notice of the reasons for the termination or discipline or release and supporting documentation, if any.

78. b. The employee shall be notified of his/her right to submit a written response including the written statements of any individuals supporting the employee's position. The written answer must be submitted within ten (10) working days of the date of notice of termination or discipline or release in order to be reviewed.

79. c. After the expiration of the period of time designated for the exempt physician to submit his/her statement, the Appointing Officer shall review all documents provided and shall notify the employee in writing of his decision within twenty-one working days.

80. d. Upon issuance of the Appointing Officer's decision, the employee may request that an impartial, fact-finding panel be convened. Such a request shall be made in writing to the Appointing Officer within 5 working days of the date of issuance of the Appointing Officer's decision. Upon receipt of the request, the Appointing Officer shall appoint an impartial fact-finding panel of three (3) members, one of whom is to be

nominated by the Union, to perform in an advisory capacity to the Appointing Officer in release, termination or other disciplinary proceedings. The members of the fact-finding panel are required to be licensed medical doctors only for cases in which the charges for termination or other discipline pertain to a doctor's professional practice of medicine. The panel is required to provide its findings and recommendation within five (5) working days. The procedure described in this section applies to clinical and non-clinical issues and is advisory only. The report of the fact-finding panel is not binding in any way upon the Appointing Officer.

81. For exempt doctor employees who are members of organized medical staffs with established Medical Staff Bylaws, termination or other discipline for reasons which pertain to the doctor's licensed professional competency shall be subject to the due process set forth in the relevant sections of the Medical Staff Bylaws.

82. The Appointing Officer shall have the right to take whatever actions he deems appropriate in an emergency or when there is a danger to the public, the exempt doctor employee or his/her co-workers.

## I.K. PERFORMANCE APPRAISAL

83. The City and UAPD encourage periodic informal performance evaluations and conferences between employees and their supervisors to discuss work performance, job satisfaction, and work-related problems. Such conferences shall be held in a private setting.

84. A represented employee has the right, upon request, to have his/her professional clinical practice evaluated by a licensed practitioner of the same profession. When a performance evaluation is conducted for an employee by the employee's rater (immediate supervisor) and reviewer (next-line supervisor), and in the event either the employee's rater or reviewer is not a licensed practitioner, the employee shall be given an opportunity, upon request, to have that aspect of performance which pertains to his/her professional clinical practice be evaluated by a licensed practitioner of the same profession in a supervisory or management position selected by the Department.

## I.L. ORGANIZED MEDICAL STAFFS

85. The City and Union agree that represented employees have the right to establish medical staff organizations with a set of Medical Staff Bylaws approved by the Health Commission for the purpose of self-governance. Such organized medical staffs may be established at Laguna Honda Hospital, San Francisco General Hospital and non-hospital based programs.

## I.M. GENERAL INFORMATION MEETING

86. The Director of Public Health shall conduct a general information meeting, upon request by the Union but not more than once each calendar year, with physician and dentist employees of the Department for purposed of presenting relevant issues facing the Department. The presentation shall be followed by a question-and-answer period.

## I.N. BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS

Bulletin Boards

87. Reasonable space will be allowed on existing bulletin boards for use by the Union to communicate with employees. Materials should be posted upon the bulletin board space designated by the Department, and not upon walls, doors, windows or any other place. Posted material shall not be obscene, or of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with employees. All posted material shall be dated, shall bear the identity of the sponsor, shall be neatly displayed for more than two (2) weeks. The Appointing Officer may withdraw the authority to use bulletin board space if material is posted on other than authorized bulletin boards, or is not in compliance with this section.

Use of City E-mail

88. The City departments covered by this Agreement agree to post, through their e-mail systems, UAPD notices of UAPD meetings. UAPD shall submit its proposed notice to the designated department representatives by e-mail at least one business day in advance or, by other written means, at least two business days in advance. Any such notice through the e-mail system shall be accompanied by a statement that the information conveyed is being provided by UAPD and that only the transmission is authorized by the department.

89. Except as set forth above, City e-mail shall not be used to conduct UAPD business.

Dissemination of Union Information

90. Distribution of official Union literature and materials by a Union member, shop steward, business agent or other Union representative will be permitted provided: 1) the employee distributes such literature outside his regular working hours; 2) the distribution of literature to employees on duty will be accomplished during their breaks (rest periods) or before or after their work shifts; 3) the above right shall not interfere with patient care or with the operations of the Department.

91. The City agrees to provide to the employee, at the time of an employee's sign-up, a Union Information Pack supplied by the Union.

## I.O. BARGAINING UNIT LIST

92. Within two (2) months after signing this Agreement, the Department with represented employees shall furnish the Union with a list of all employees working in classifications covered by this MOU. This list shall include the classification, name of each employee, budget section under which they are employed, place of employment, home addresses, and amount deducted for each employee.

93. The Department shall furnish an update of this document to the Union every three (3) months.

# ARTICLE II – EMPLOYMENT CONDITIONS

## II.A. OFFICIAL PERSONNEL FILE

94. Only one complete official departmental personnel file shall be maintained for each employee at the following locations:

| DEPARTMENT | LOCATION |
|---|---|
| Community Health Programs | 101 Grove Street, Personnel Office |
| Laguna Honda Hospital | Personnel Office |
| San Francisco General Hospital | Personnel Office |
| Animal Care & Control | 1200 15th Street |
| Medical Examiner | Hall of Justice |
| Fire Department | 698 Second Street |

95. An employee or his/her representative, if properly authorized by the employee, shall have the right to review and to obtain copies of any material in his/her official personnel file during regular Personnel Office hours with appropriate prior notice, and subject to applicable charge.

96. When the official personnel file is in a location remote from the employee's work location, an employee will reserve the right to inspect his/her personnel file at the Official Personnel Office during his/her normal working hours without loss of pay. An employee shall request and receive approval from the immediate supervisor in advance for release time and such release time shall not be unreasonably denied.

97. The Department shall maintain the official personnel file as a confidential record which should be available for inspection only by appropriate supervisory and management personnel as determined by the Department.

98. An employee shall be provided, on a timely basis, with a copy of any performance-related material which is to be included in his/her personnel file.

99. An employee shall have the right to prepare and have entered into his/her official personnel file his/her written response to any performance-related material which is in his/her official personnel file.

100. An employee shall have the right to request, in writing, removal, after one year, of any performance-related material in his/her official personnel file. The Department shall provide a written response if such request is denied.

## II.B. NONDISCRIMINATION CLAUSE

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

102. The City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical or mental disability, age, political affiliation or opinion, marital status, or sexual orientation, or gender identity, nor shall a person be the subject of sexual harassment.

103. A complaint of discrimination or sexual harassment may, at the option of the employee, group of employees, or a Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service Rules, the City Administrative Code and federal and state law. Provided, however, if the employee, group of employees, or a Union elects to pursue remedies for discrimination or sexual harassment complaints outside the procedures of the Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process.

## II.C. USE OF DEPARTMENTAL FACILITIES

104. Departmental facilities will be made available for use by the Union or its representatives for the purpose of holding Union meetings to discuss City/employee issues during off duty time periods subject to the availability of such facilities. The Union will provide timely advance notice of such meetings to the designated Departmental representative.

## II.D. LAYOFF

105. The Union agrees that budget reductions and program changes may cause, from time to time, layoffs and reduction in hours among represented employee classifications. The Union also agrees that, in accordance with Charter Section 3.501, the Department Head may reduce the forces under his/her jurisdiction to conform to the needs of the work for which he/she is responsible. In the event layoffs and reduction in hours occur among exempt or nonexempt employees covered by this MOU, the Department agrees to provide 30 days' written notice to the affected employee(s) and the Union. Upon written request by the Union, the City will meet and discuss with the Union alternatives to layoff and/or the impact of layoff on remaining employees, provided, however, that such meet and discuss obligation shall not delay any planned layoff or reduction in hours and shall not be grievable under the grievance procedure contained in this MOU. This Layoff section does not change the Charter exempt or nonexempt status of any employees in the bargaining unit and does not affect any rights that any nonexempt employees may have under the Civil Service Rules in the event of layoff.

106. In the event layoffs are necessary, the City will encourage voluntary reduction in hours. In addition, employees who are laid off, may, upon request, receive assistance from the Department to locate vacancies for possible re-assignment.

107. In determining layoffs and reduction in hours, the Department shall consider the following factors: professional performance, medical specialty, seniority, affirmative action and hours of work. Except as otherwise provided, disputes regarding this section shall be resolved solely pursuant to the grievance procedure contained in this MOU.

UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

108. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

## II.E. SEVERANCE PAY

109. This section shall only apply to layoffs and non-disciplinary releases.

110. This section shall not apply to disciplinary releases.

111. This section shall not apply to voluntary resignations.

112. The City agrees that when releasing or laying off a represented employee from employment, the appointing officer will endeavor to inform the represented employee at least thirty (30) calendar days before his/her final day of work. Where the appointing officer fails or declines to inform the represented employee a full thirty (30) days in advance, the represented employee shall receive pay in lieu of the number of days less than thirty (30) upon which he/she was informed.

113. Due to the unique job responsibilities of UAPD-represented employees and their status in the City as exempt from civil service selection, appointment and removal procedures (as provided by the Charter), the City and UAPD agree to the following: In addition to the 30-day notice provided above, a represented employee with five years or more of City service in a UAPD bargaining unit classification who is released or laid off from City service by his or her appointing officer shall receive one week's pay for each year of City service in a UAPD bargaining unit classification in excess of five such years of service, with a minimum of two weeks' pay, in exchange for a release signed by the employee and UAPD of any and all contractual claims that the member or UAPD may have against the City, including any officer or employee thereof. Represented employees who work a part-time schedule shall be paid severance on a pro-rated basis, based on the average number of hours worked in the past 12 months.

114. In cases of a non-disciplinary release, a represented employee has the option of either receiving a severance payment as set forth above in this section (Severance Pay) or utilizing the procedure set forth in section I.J. of this memorandum of understanding (Discipline or Release of Exempt Employees Except Due to Layoff). Nothing in this section shall alter the parties' agreement that section I.J. of this memorandum of understanding (Discipline or Release of Exempt Employees Except Due to Layoff) shall not apply to layoffs.

## II.F. AMERICANS WITH DISABILITIES ACT

115. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and

local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith.

## II.G. FAMILY/MEDICAL LEAVE

116. The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act.

## II.H. DEFENSE OF CITY EMPLOYEES

117. The City shall defend and indemnify a represented employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the City, in accord with and subject to, the provisions of California Government Code, sections 825 et seq. and 995 et seq. Consistent with California Government Code sections 825 et seq. and 995 et seq., in the event a represented employee is named as a co-defendant in a lawsuit along with the City and County of San Francisco, and the lawsuit arises from an act or omission within the employee's scope of employment, the City shall make a good faith effort to have the employee dismissed from the lawsuit. This provision is not subject to the grievance procedure.

# ARTICLE III – PAY, HOURS AND BENEFITS

## III.A. WAGES

118. All base wages shall be rounded to the nearest salary grade.

119. Effective July 1, 2012, job classes 2230 and 2232 shall receive three (3) additional steps (i.e., steps 8, 9 and 10). Each step shall be set at approximately 3.1% above the preceding step.

- Employees shall advance to Step 8 upon completion of six (6) years of City service at Step 7 or ten-and-one-half (10.5) years of City service, whichever occurs first.
- Employees shall advance to Step 9 upon completion of five-and-one-half (5.5) years of City service at Step 8 or sixteen (16) years of City service, whichever occurs first.
- Employees shall advance to Step 10 upon completion of five (5) years of City service at Step 9 or twenty-one (21) years of City service, whichever occurs first.

120. Effective July 1, 2012, job class 2230 shall receive a base wage increase equal to one-third (1/3) of the difference between: (i) the base wage rate for each step in effect as of close of business June 30, 2012 for class 2230; and (ii) the base wage rate for the same step for class 2328 as of July 1, 2012 plus ten percent (10%). Classes 2232 and 2233 shall receive any corresponding base wage increases so that those classes maintain the percentage salary differential on a step by step basis with class 2230 that existed on June 30, 2012. For illustration purposes, the chart below reflects the effective rates for FY12-13 using base wages in effect as of June 30, 2012.

| Step | 2230 COB 6/30/12 | 2328 6/30/12 | 2328 w/10% | 1/3 Difference | Percent Increase | 2230 7/1/12 |
|---|---|---|---|---|---|---|
| 1 | $126,932 | $129,324 | $142,256 | $5,108 | 4% | $132,040 |

121. Effective July 1, 2013, job class 2230 shall receive a base wage increase equal to one-half (1/2) of the difference between: (i) the base wage rate for each step in effect as of close of business June 30, 2013 for class 2230; and (ii) the base wage rate for the same step for class 2328 as of July 1, 2013 plus ten percent (10%). Classes 2232 and 2233 shall receive any corresponding base wage increases so that those classes maintain the percentage salary differential on a step by step basis with class 2230 that existed on June 30, 2012.

122. Effective January 3, 2015, job class 2230 shall receive a base wage increase equal to the difference between: (i) the base wage rate for each step in effect as of close of business January 2, 2015 for class 2230; and (ii) the base wage rate for the same step for class 2328 as of January 3, 2015 plus ten percent (10%). Classes 2232 and 2233 shall receive any corresponding base wage increases so that those classes maintain the percentage salary differential on a step by step basis with class 2230 that existed on June 30, 2012.

123. The parties agree that after January 3, 2015, in the event that any base wage percentage increase or decrease is hereafter agreed to, granted or awarded to class 2328 Nurse Practitioner, then class 2230 shall also receive any corresponding percentage base wage increase or decrease. In the event this happens, classes 2232 and 2233 shall receive any corresponding base wage increase or decrease so that those classes maintain the percentage salary differential with class 2230 that existed on June 30, 2012. If the Union advances a base wage proposal on behalf of any one of class 2230, 2232, or 2233, then this paragraph shall be null and void as of the date of the proposal.

124. The parties agree that after January 3, 2015, in the event that any added or deleted salary step(s) is hereafter agreed to, granted, or awarded to class 2328 Nurse Practitioner, then class 2230 shall also receive the corresponding added or deleted salary step(s) (e.g., if salary step 11 is added to class 2328, salary step 11 will also be added to class 2230; conversely, if salary step 10 is deleted from class 2328, salary step 10 will also be deleted from class 2230). In the event this happens, classes 2232 and 2233 shall receive corresponding added or deleted salary step(s) so that those classes maintain parity in the number of steps with class 2230. If the Union advances a proposal on behalf of class 2230, 2232, or 2233 to add or delete a salary step, then this paragraph shall be null and void as of the date of the proposal. This forfeiture provision does not apply to proposals to change the progression between steps (i.e., the length of service required to progress to the subsequent salary step).

125. Classes 2210 Dentist, 2292 Shelter Veterinarian, and 2598 Assistant Medical Examiner will receive a 1% wage increase on July 1, 2013, January 4, 2014, and March 29, 2014. Thereafter, they will receive the same wage increases as CCSF employees in bargaining units 7 and 8 through the term of this 2012-2015 MOU.

<u>Recruitment and Retention</u>

126. For the duration of the 2012-2015 MOU only, and upon request of the Union or the City, the City and the Union shall meet and confer regarding a demonstrated recruiting and retention problem in a classification. Upon such request, the Union and the City shall meet no later than January 1st of each year of this Agreement, and any agreed-upon wage adjustments resulting from this process will be effective the following July 1st. The discussions regarding any agreed-upon wage adjustment(s) must conclude in time for any amendment to be considered and approved by the Board of Supervisors. Neither the grievance procedure of this Agreement nor the impasse procedures set forth in Charter section A8.409 will be applicable to this recruitment or retention provision. The criteria for any wage adjustments shall include:

127. a. The base wage for the classification is below that of employees performing the same or similar work in the relevant labor market (including both public and private sector employees, as well as other City and County of San Francisco job classifications performing similar work) as demonstrated by verifiable salary surveys; and/or

128. b. There is an on-going and demonstrable recruitment and/or retention problem.

## III.B. WORK SCHEDULE

Compensation for Various Work Schedules

129. Compensation fixed herein on a per diem basis are for a normal eight hour work day; and on a bi-weekly basis for a bi-weekly period of service consisting of normal work schedules.

Voluntary Reduced Work Week

130. Employees in any classification, upon the recommendation of the Appointing Officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.

Part-Time Work Schedule

131. A part-time work schedule is a tour of duty of less than forty hours a week.

## III.C. ADDITIONAL COMPENSATION

Premiums

132. Each premium shall be separately calculated against an employee's base rate of pay.

Special Pay Premiums

133. An appointee to Class 2230 Physician Specialist shall be appointed at Step 3 in the salary grade when he/she possesses Specialist Board Certification from a Board which is certified by the American Board of Medical Specialties (ABMS) or the California Medical Board in an appropriate specialty related to the particular assignment. The Appointing Officer shall certify, subject to the approval of the Human Resources Director, Department of Human Resources that the specialty is appropriate to the position to which the physician is assigned.

134. An appointee to Class 2232 Senior Physician specialist shall be appointed at Step 5 when he/she possesses Board Certification in appropriate specialty.

135. An appointee to Class 2230 Physician Specialist shall be appointed at Step 5 when his/her medical specialty is in psychiatry.

136. An appointee to class 2232 Senior Physician Specialist shall receive an additional 5% to his/her base rate of pay when he/she is assigned to the Coroner's Office.

137. An appointee to either Class 2230 or 2232 who is engaged in the practice of Psychiatric medicine shall receive an additional 5% to his/her base rate of pay.

138. An appointee to either Class 2230 or 2232 who is engaged in the practice of Psychiatric medicine for children shall receive an additional 15% to his/her base rate of pay. A physician is not entitled to both the 15% Child Psychiatrist premium and the 5% Psychiatrist premium.

Laguna Honda Hospital Specialty Premium

139. For 2230 and 2232 physicians who are medical specialists at Laguna Honda Hospital and who were employed as of January 1, 1999, a ten percent (10%) salary premium will be applied to base wages as of July 1, 2001. This benefit is unique to these specific employees and will not be extended to any other employees filling these specialty-designated 2230 and 2232 classifications. This premium is non-precedential.

140. Employees in Class 2230 (Physician Specialist) and Class 2232 (Senior Physician Specialist) assigned to the Department of Psychiatry at Laguna Honda Hospital shall receive a fifteen percent (15%) salary premium.

Standby Pay

141. Effective July 1, 2012, employees who, as part of their duties are required by the appointing officer or who agree to standby to meet service needs when normally off duty shall be paid fifteen dollars ($15.00) per hour for each hour that they are on standby.

142. Standby shall be defined as the availability of the unit member for telephone or electronic consultation by convenient and reliable means during the standby time scheduled.

143. If an employee is on sick leave or other leave for more than five (5) consecutive days for their own medical condition, they will not be placed on standby during such leave except by the exemption of the appointing officer or designee.

144. Employees will only be paid for standby exclusive of regularly scheduled hours. In the case where the employee is receiving sick pay, vacation pay, or other paid time off, standby pay does not apply to hours during which the employee is already receiving pay.

145. An employee who is required under this clause to return to work on a holiday shall be compensated in accordance with the Holidays and Holiday Pay provision of the agreement.

146. An employee may determine that a situation requires their presence at a site or at a patient's side. In those situations, should the employee travel to the patient or site, they shall be paid at straight time, for no less than a three (3) hour minimum. For care or situations requiring more than three (3) hours of service, time will be paid at straight time. Assistant Medical Examiners and Veterinarians, however, will be permitted to choose straight time pay, or compensatory time at time and one-half, for each event under this paragraph.

147. There shall be no "double dipping" of pay; time shall be submitted as standby, or straight time, or compensatory time.

Interpreter – Translator Pay

148. Employees who are assigned by their Department to a "Designated Bilingual Position," and approved by the Department of Human Resources, shall be granted additional

compensation of $50.00 per pay period for translating a minimum of ten (10) hours bi-weekly.

149. A "Designated Bilingual Position" is one designated by the Department, which requires translating to and from a foreign language, including sign language as used by the deaf.

Prenatal Premium for Community Primary Care Physicians

150. An attending Community Primary Care ("CPC") physician who has obstetrics privileges at San Francisco General Hospital ("SFGH") and who is part of the Prenatal Partnership Program shall receive a total of $320, in lieu of any other payments, for the 24-hour period when assigned to SFGH for obstetric call for prenatal patients.

151. An attending CPC physician who has obstetrics privileges at SFGH and who is part of the Prenatal Partnership program who was not assigned during the 24-hour period for obstetric call for prenatal patients and who is called and elects to come to SFGH to manage and attend his/her patient's infant delivery shall receive $200, in lieu of any other payments.

Night Duty

152. Employees who are assigned to work in the Sexually Transmitted Disease Prevention and Control Services, the Community Oriented Primary Care Centers and the Community Mental Health Services shall be paid 6.25% more than the base rate for hours worked between 5:00 p.m. and 7:00 a.m., if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and 7:00 a.m. This provision does not apply to those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and 7:00 a.m.

Acting Assignment Pay

153. An employee assigned in writing by the Department Head to perform a substantial portion of the duties and responsibilities of a higher classification shall be entitled to acting assignment pay after the eleventh (11th) consecutive work day of such an assignment. The assigned position must be budgeted.

154. If the above conditions are met, an employee shall be authorized to receive an increase of one salary step above the employee's base salary (except for employees who are at the top step, who shall receive five (5) percent 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 acting assignment pay.

155. Employees who believe they have been assigned to do the work of a higher classification, whether in writing or not, and do not receive such pay must file an acting assignment pay claim with the Department Head within forty-five (45) working days of such alleged assignment.

156. The Department Head or designee shall review the claim and shall either approve and 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:

157. 1. The Department Head finds that the employee is not performing a substantial portion of the duties and responsibilities of a higher class; or

158. 2. The Department Head finds that employee has been performing a substantial portion of the duties and responsibilities of a higher classification for at least eleven consecutive working days, but the assignment was not made in writing by the Department Head and/or the position was not budgeted. In cases where the assignment was not made in writing and/or the position was not budgeted, the employee's pay claim will be honored if the employee had been working in the acting assignment for more than eleven consecutive working days. In such cases, payment shall be made from the first day of assignment until the date the acting assignment is terminated.

159. Denials by the Department Head for acting assignment pay shall be subject to the grievance procedure.

160. Employees shall not normally be required to perform the duties of a higher classification.

161. 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.

## III.D. OVERTIME COMPENSATION

162. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.

## III.E. SALARY STEP PLAN AND SALARY ADJUSTMENTS

Promotive Appointment in a Higher Class

163. An employee or officer who is a permanent appointee following completion of the probationary period or six months of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

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

165. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall

receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly salary grade and shall not be above the maximum of the salary range of the promotive class.

166. If the appointment deemed promotive described in above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive.

167. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary grade for which is higher then the salary grade of the employee's permanent class shall be deemed promotive.

Non-Promotive Appointment

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

Appointment Above Entrance Rate

169. Appointments may be made by an Appointing Officer at any step in the salary grade.

Exempt Appointive Position

170. An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or less salary grade, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Department of Human Resources.

Reappointment Within Six Months

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

Compensation Upon Transfer or Re-Employment

172. Transfer – An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.

## III.F. METHODS OF CALCULATION

Bi-Weekly

173. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

Per Diem or Hourly

174. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

## III.G. SENIORITY INCREMENTS

Entry at the First Step

175. Effective July 1, 2012: Full time employees appointed at the first step shall advance to the second step and to each successive step, through step five, upon completion of the one year required continuous service at the prior step. Part-time regularly scheduled employees shall advance to the second step upon completion of 1040 continuous hours of service, and to each successive step upon completion of 2080 continuous hours of service.

Entry at other than the First Step

176. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

Advancement to Steps Six and Seven

177. Employees shall advance to step six after having completed three and a half (3½) years of continuous service, and at least one year of continuous service at step five.

178. Employees in all classes except class 2598 (Assistant Medical Examiner) shall advance to step seven after having completed four and a half (4½) years of continuous service, and at least one year of continuous service at step six.

Date Increment Due

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

Exceptions

180. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her

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

181. When records of service required for advancement in the step increments within a salary grade are established and maintained by electronic data processing, then the following shall apply:

182. a. An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the salary grade plan, unless otherwise specifically provided for in this agreement. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

183. b. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.

184. c. Advancement through the increment steps of the salary grades shall accrue and become due and payable on the next day following completion of required service as a permanent appointee in the class; provided that the above procedure for advancement to the salary grade increment steps is modified as follows:

185. d. An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

## III.H. SPECIAL EDUCATIONAL LEAVE FOR M.D., D.O. AND D.D.S. CLASSIFICATIONS

186. Full-time employees who serve in classifications which require a valid license as an M.D., D.O., or D.D.S. shall be allowed to take a maximum of forty (40) hours educational leave with pay per fiscal year to attend formally organized courses, institutes, workshops or classes that relate to the duties required by their classification, provided that such employees have been employed by the City for at least ninety (90) continuous calendar days before they are entitled to take such educational leave. M.D.'s, D.O.'s and D.D.S.'s who are employed on a part-time basis shall be allowed a proportionate amount of the forty (40) hours educational leave if they have been employed at least an average of twenty (20) hours a week during the preceding six (6) months.

## III.I. USE OF PERSONAL VEHICLES

187. The City shall reimburse an employee who is required by an authorized supervisor to use his or her own vehicle for City business at the rate set by the Controller pursuant to Administrative Code Section 10.34 and shall, in addition, reimburse the employee for all necessary parking meter, authorized parking lot, and toll expenses incurred while in the field. For those days on which the employee is required to use his own vehicle for City business, the City will reimburse the employee for the cost of parking the vehicle at an approved parking lot near the employee's work site. DPH will attempt, to arrange with the appropriate City departments, including the Police Department, for the recognition of cars on official City business so as to avoid the imposition of parking tickets when parking meter times are exceeded. No employee using his or her own vehicle will be required to transport a patient in said vehicle. UAPD agrees that it shares the responsibility for these efforts, as do City employees.

## III.J. EMPLOYEE DEVELOPMENT

188. The City shall budget One Hundred Seventeen Thousand Five Hundred Dollars ($117,500*) during each year of this Agreement for employee training, education and development. This will be called the Employee Development Fund (The Supplemental Training Fund is described below). If the Employee Development Fund is exhausted in a given year, employees will become eligible for reimbursement through the Supplemental Training Fund.

189. Until such funds are exhausted, and subject to approval by the Appointing Officer or appropriate designee, an employee working twenty (20) hours or more per week will be reimbursed up to a maximum of $1,500 per fiscal year for tuition, registration fees, internal or external training programs, professional conferences and professional association membership relevant to the employee's current classification, hand-held devices, professional software, books and subscriptions. Employees who work fewer than twenty (20) hours per week will be reimbursed up to a maximum of $500 per fiscal year for those development items listed above. Solely at the discretion of the Appointing Officer or designee, such funds may be supplemented with department funds budgeted for training.

190. In addition, employees may utilize up to one-half of the funds available to them per fiscal year under this article to pay for the cost of necessary travel and overnight lodging for approved training. Travel reimbursement rates shall be as specified in the Controller's travel policy memo. However, Employee Development Funds may not be used for food.

191. *The amount of the fund covers both Units 17 and 18.

192. Unused funds shall be carried over from year to year during the term of this MOU. However, unused funds shall not carry over beyond the expiration of this 2012-2015 MOU.

Supplemental Training Fund

193. The City has created a supplemental employee training, education and development fund through a one-time appropriation for $260,000 in FY 2003 (the Supplemental Training Fund). This one-time money supplemented the Employee Development Fund, which is replenished yearly. Effective July 1, 2012, the balance of the Supplemental Training Fund is one hundred thousand dollars ($100,000*). In the event that there are insufficient funds in any fiscal year to fund all the employee requests under the Employee Development Fund, the funds in the Supplemental Training Fund will be used to fund those requests. The existence of the Supplemental Fund does not affect the City's obligation to provide the $117,500 per fiscal year under the Employee Development Fund. When the $100,000 in the supplemental fund is exhausted, the City will not have any obligation to contribute any additional money to the supplemental fund.

194. At the conclusion of each fiscal year, the City will provide to UAPD a report showing that year's disbursements from the Employee Development Fund and the Supplemental Training Fund on a per-employee basis.

## III.K. REIMBURSEMENT FOR DRUG ENFORCEMENT ADMINISTRATION REGISTRATION

195. The City will reimburse the cost of the application fee for the Drug Enforcement Administration Registration, up to a maximum reimbursement of $210 for a three-year registration period, for any employee designated by the Appointing Officer who is required as part of his or her official duties to administer, dispense or prescribe controlled substances and who is regularly scheduled for a minimum of 20 hours per week.

196. This provision excludes employees who perform such official duties under the registration of a hospital or other institution and therefore are not required to be individually registered by the Department of Drug Enforcement Administration.

## III.L. REIMBURSEMENT FOR FEDERAL AND STATE MANDATED LICENSE FEES

197. The City will reimburse employees working twenty (20) hours or more per week for the cost of mandated Federal and State Medical license(s).

## III.M. STATE DISABILITY INSURANCE

198. All employees covered by this agreement shall be covered by State Disability Insurance, the cost of which coverage is to be borne by the individual employee.

## III.N. HEALTH AND WELFARE

199. The City shall contribute annually for employee health benefits, the contribution required under the Charter. Any contributions the City makes shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor

shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

a. Medically Single (Employee Only)

200. From July 1, 2012, to December 31, 2013, for "medically single"/Employee Only employees, i.e., benefited employees who do not receive dependent health care benefits paid by the City, the City shall contribute all of the premium for the employee's own health care benefit coverage.

201. Effective January 1, 2014, for "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City's premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution," one hundred percent (100%) of the premium.

202. For the period January 1, 2014 through December 31, 2014, only, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan. Thereafter, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan for such employees.

b. Dependent Coverage (Employee Plus One; Employee Plus Two or More)

203. The City shall contribute the greater amount of $225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

c. Dental Benefits

204. Each employee and dependent family member covered by this Agreement shall be eligible to participate in the City dental program at no additional cost.

205. Notwithstanding the provisions of paragraph 204 above, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: $5/month for employee-only, $10/month for employee + 1 dependent, or $15/month for employee + 2 or more dependents.

d. Benefits While On Unpaid Leave

206. As set forth in Administrative Code Section 16.701(b), covered employees who are not in active service for more than twelve weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System to continue benefits, unless the employee is on sick leave, workers' compensation leave, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies that they have no alternative coverage.

## III.O. LONG TERM DISABILITY

207. The City, at its own cost, shall provide to employees with six months continuous service (at twenty hours or more a week), a Long Term Disability (LTD) benefit that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five. Employees who are receiving or who are eligible to receive LTD shall be eligible to participate in the City's Catastrophic Illness Program only to the extent allowed for in the ordinance governing such program.

## III.P. RETIREMENT

208. Represented employees agree to pay their own employee retirement contribution to SFERS. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.

209. Any City pick-up of an employee's retirement contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

210. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

211. Subject to development, availability and scheduling by SFERS, employees shall be allowed not more than one day during the life of this Agreement to attend a pre-retirement planning seminar sponsored by SFERS.

212. Employees must provide at least two weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably denied.

213. All such seminars must be located within the Bay Area.

214. The Retirement provisions shall not be subject to the grievance procedure.

## III.Q. VACATIONS

215. Vacation benefits shall be administered pursuant to the Vacation Ordinance in the Administrative Code.

216. After one year continuous service, ten (10) working days;

217. After five (5) years continuous service, fifteen (15) working days.

218. After fifteen (15) years continuous service, twenty (20) working days.

219. Vacation pay for employees working less than full time shall be computed proportionately.

## III.R. HOLIDAYS AND HOLIDAY PAY

220.

- January 1 (New Year's Day)
- the third Monday in January (Martin Luther King, Jr.'s Birthday)
- the third Monday in February (President's Day)
- the last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- The second Monday in October (Columbus Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- the day after Thanksgiving
- December 25 (Christmas Day)

221. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

222. In addition, included shall be 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.

223. Employees are granted five floating holidays in each fiscal year to be taken on days selected by the employee subject to the approval of the Appointing Officer. Employees (both full time and part-time) must complete six months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, part-time, intermittent, or seasonal basis shall not receive the additional floating holidays. Floating holidays may not be carried forward from one fiscal year to the next and no compensation of any kind shall be earned or granted for floating holidays not taken.

224. Employees in classes 2210 Dentist, 2598 Assistant Medical Examiners and 2292 Shelter Veterinarians shall receive a one-time award of one(1) additional floating holiday in fiscal year 2012-2013 which shall be administered in accordance with the paragraph above.

225. Employees who have established initial eligibility for floating holidays and who subsequently separate from City employment, may, at the sole discretion of the appointing authority, be granted those floating holiday(s) to which the separating employee was eligible and had not yet taken.

226. For those employees assigned to a work week of Monday through Friday, and 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 his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on a Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing Officer in the current fiscal year.

## III.S. HOLIDAY COMPENSATION FOR TIME WORKED

227. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

228. Non-"Z" employees will still be eligible to earn holiday pay (HP) at the one-and-one-half time rate if they work on the holiday, but will not earn pay for the legal holiday (LH).

## III.T. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY

229. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

230. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the Appointing Officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday through Friday work schedule.

231. Notwithstanding the provisions of paragraphs 229-230 above, employees assigned to seven (7) day-operation departments or employees working a workweek other than Monday through Friday shall be required to take the first work day after the holiday off unpaid if one of the preceding holidays referenced in paragraph 220 falls on one of their regularly scheduled days off unless operational impact makes that infeasible. In such an instance, the employee will be scheduled for another unpaid day off in the pay period in which the holiday falls.

## III.U. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

## III.V. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

233. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time works schedule (not regularly scheduled), or persons employed on as-needed, seasonal, or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

## III.W. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

234. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.

235. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly 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 hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly 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.

236. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the Appointing Officer.

## III.X. TIME OFF FOR VOTING

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

## III.Y. RETURN TO WORK

238. The City will make a good faith effort to return an employee, who is pregnant or who has sustained an injury or illness and whose doctors certify that he or she is temporarily unable to perform specified aspects of his or her regular job duties, to temporary modified duty within the employee's medical restrictions. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class, provided, however, that no bargaining unit member shall be assigned to work in any classification other than those represented by the Union. After a period of three (3) months, the parties

shall evaluate the modified duty assignment in conjunction with the employee's medical restrictions. It is understood that modified duty assignments are temporary only.

239. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule.

240. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Written requests made subsequent to this time shall be effective at the start of the payroll period following the request. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

241. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

242. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

243. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.

## III.Z. RETIREMENT RESTORATION PAYMENT

244. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes was impacted by the forty hour unpaid education leave and the unpaid legal holidays in fiscal years 2010-2011 or 2011-2012 described in Sections III.H. and III.R., respectively, of the parties' 2006-2012 Agreement, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the unpaid education leave and the unpaid legal holidays for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period).

## III.AA.PAID SICK LEAVE ORDINANCE

245. Should the Civil Service Commission amend the Civil Service Rules to allow eligible employees covered by this Agreement to access their sick leave with pay credits after

three continuous months of regularly scheduled paid service instead of requiring six continuous months of such service, San Francisco Administrative Code Chapter 12W Paid Sick Leave Ordinance shall be deemed expressly waived in its entirety by the Union, and said amended provision shall apply to covered employees.

# ARTICLE IV – WORKING CONDITIONS

## IV.A. HEALTH & SAFETY CONDITIONS

246. The Department shall attempt to provide a safe and healthy work place for City employees. UAPD agrees that it shares the responsibility for these efforts, as do City employees.

247. When an employee, in good faith, believes that a hazardous and unsafe condition exists, and that continuing to work under such conditions pose risks beyond those normally associated with good medical/dental practice, and is outside accepted norms for practice, he/she shall so notify the Department's Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure for final resolution. The employee's assignment shall be continued until the dispute is resolved.

## IV.B. CIVIL SERVICE COMMISSION LEAVE RULES

248. Civil Service Commission Rule 120 is incorporated herein as "Leaves of Absence." Disputes regarding this section shall be resolved solely pursuant to the grievance procedure contained in this MOU, except for those provisions that are excluded from collective bargaining and impasse procedures by Charter section A8.409 et seq., or as subsequently amended.

## IV.C. EXEMPT AND NONEXEMPT EMPLOYEES

249. Nothing in this MOU changes the Charter exempt or nonexempt status of any employees in the bargaining unit or affects any rights that any nonexempt employees may have under the Civil Service Rules.

## IV.D. JOINT LABOR MANAGEMENT COMMITTEE

250. Recognizing the joint responsibility to provide quality medical service, the City and the employees represented by the Union of American Physicians & Dentists (UAPD) agree to establish a Joint Labor Management Committee.

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

- Assurance of Professional Standards
- Scope of Practice
- Staffing
- Optimum Patient Care

- Beginning in FY09-10, the scheduling of annual training of employees in billing and coding to ensure that the maximum revenue is captured

252. The committee shall consist of six (6) members. Three (3) members shall represent management and three (3) members shall represent UAPD. By mutual agreement, the number of committee members may increase, depending on the subjects to be discussed. The committee members may change depending on the subjects to be discussed. Release time for UAPD members shall be subject to approval by the appropriate supervisor and based on operational needs.

253. Meetings shall be conducted on a quarterly basis, four (4) times in a year and each meeting shall not exceed two (2) hours in length. Additional meetings may be scheduled by mutual agreement. Meetings may also be cancelled by mutual agreement. The Union shall submit topics for the agenda ten (10) working days prior to the quarterly meetings and shall identify the UAPD members to ensure that appropriate release time can be arranged. Upon receiving the Union's agenda, management shall notify the Union of the management representatives who will attend the meeting.

254. Neither the provisions of this Joint Labor Management Committee section nor the topics or issues discussed at the meetings are grievable. Nothing in this section shall prevent a member from filing a grievance under another provision of this MOU which provides for a grievance process.

# ARTICLE V - SCOPE

255. The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 2012.

## V.A. REOPENER IN THE EVENT OF CHARTER AMENDMENT OR COURT DECISION

256. If, during the term of this MOU, the Charter is amended concerning matters within the scope of bargaining, or in the event a final decree of the court of highest jurisdiction substantively changes a Charter provision concerning matters within the scope of bargaining, this MOU shall be reopened at the request of either party, and meeting and conferring shall resume.

## V.B. SAVINGS CLAUSE

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

## V.C. FINALITY OF AGREEMENT

258. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

## V.D. DURATION OF AGREEMENT

259. This Agreement shall be effective as of July 1, 2012, and shall remain in full force and effect through June 30, 2015.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this _____ day of _____, 2012.

FOR THE CITY AND COUNTY

Micki Callahan Date
Human Resources Director

Martin R. Gran Date
Employee Relations Director

Mary Hao Date
Chief Negotiator

Approved as to Form:
DENNIS J. HERRERA, City Attorney

Elizabeth Salveson Date
Chief Labor Attorney

FOR THE UNION

Stuart A. Bussey, M.D., J.D. Date
President

Deborah Brown, M.D. Date

Namita Kansal, M.D. Date

Judy Melinek, M.D. Date

Roger Wu, M.D. Date

Al W. Groh Date
Executive Director

Jeff Duritz Date
Chief Negotiator

## CIVIL SERVICE COMMISSION JURISDICTION
## LEAVES OF ABSENCE DEFINITIONS

The following Leaves of Absence Definitions are under the exclusive jurisdiction of the Civil Service Commission and as such are excluded from collective bargaining, grievance or arbitration for employees subject to Charter Sections A8.409. Should there be any conflict between the terms and conditions of a Memorandum of Understanding and these definitions, the definitions of the Civil Service Commission shall be in full force and effect.

**Definition of Leave of Absence**

A Leave of absence is defined as an employee's absence from duty with the authorization of an appointing officer for a specific duration and purpose.

**Sick Leave - Definition**

A Leave due to illness or disability.

**Sick Leave - Medical Reasons - Definition**

A leave due to illness or injury or medical and dental appointments, other than illness or injury arising out of and in the course of City and County employment.

**Sick Leave - Quarantine - Definition**

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

**Sick leave - Bereavement - Definition**

Leave due to the death of another person

**Sick Leave - Maternity - Definition**

Leave due to the employee's pregnancy or convalescent period following child birth.

**Sick Leave - Illness or Medical Appointment - Definition**

Leave due to the illness, injury or medical or dental appointment of a person other than the employee.

**Sick Leave Compulsory - Definition**

Mandatory sick leave imposed by an appointing officer provided it is determined as a result of a medical evaluation conducted by a physician designated by the Human Resources Director, that the employee is not medically or physically competent, and if allowed to continue in employment will represent an imminent risk to themselves, their co-workers or the public, or if an employee refuses to obtain a physician's certificate after being requested to obtain a medical evaluation.

**Sick Leave With Pay - Definition**

Sick leave with compensation for eligible employees.

**Sick Leave With Pay - Battery Leave - Definition**

Leave due to bodily injury or illness received in the course of employment and caused by an act of criminal violence.

**Sick Leave Without Pay - Definition**

Sick leave granted to employees who are not eligible for sick leave with pay or employees who choose not to use their sick leave pay credits.

**Disability Leave - Definition**

Leave due to illness or injury arising out of and in the course of employment and as administered under State Workers' Compensation Laws.

**Military Leave - Definition**

Leave for active military duty.

**Leave to Accept Other City and County Position - Definition**

Leave to accept exempt, temporary civil service, or provisional appointment in the City and County service.

**Educational Leave - Definition**

Leave for the purpose of educational or vocational training.

**Leave for Civilian Service in the National Interest - Definition**

Leave to serve with a federal, state, or other public agency or non-profit organization in a program or in a capacity which the Human Resources Director deems to be in the national or general public interest.

**Leave for Employment as an Employee Organization Officer or Representative - Definition**

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

**Family Care Leave - Definition**

Leave for assisting or nurturing of family members.

**Definition of Family**

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

**Witness or Jury Duty Leave - Definition**

Leave to serve in a judicial proceeding in a local, State or Federal Court.

a. as a witness on behalf of the City and County

b. to serve as a juror

**Holiday Leave - Definition**

Paid leave for special occasions provided either by ordinance of the Board of Supervisors or in a collective bargaining agreement.

**Vacation Leave - Definition**

Paid leave of specified duration as provided in the Charter and by ordinance of the Board of Supervisors or in a collective bargaining agreement.

**Involuntary Leave of Absence - Definition**

Leave established and regulated under the layoff provision of Civil Service Rules.

**Religious Leave - Definition**

Leave when an employee's personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week.

**Personal Leave - Definition**

Leave for reasons other than those covered under the Rules of the Civil Service Commission.

# LEAVES OF ABSENCE

(Formerly Civil Service Commission Rule 120)

## SECTION 1: GENERAL REQUIREMENTS

### Leaves of Absence - General Requirements

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

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

Except as otherwise provided in this provision, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee. An employee who does not return to work on the approved date shall be deemed as away without official leave and shall be subject to automatic resignation.

Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this provision, or for authorized holiday or vacation, leaves shall be without pay.

An authorized leave granted under this provision shall not be considered as a break in the continuous service of an employee.

## SECTION 2: SICK LEAVE – GENERAL PROVISIONS

### Eligibility for Sick Leave

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

### Verification of Sick Leave

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

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

### Retirement Automatically Terminates Sick Leave

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

### Abridgment of Sick Leave

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

### Types of Sick Leave

Sick Leave - Medical Reasons

Sick Leave - Quarantine

Bereavement

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

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

**Sick Leave - Maternity**

Maternity leave shall not exceed six months provided that such leave may be extended for permanent employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this section governing sick leave without pay.

**Sick Leave - Illness or Medical Appointment of Child**

Absence because of the illness, injury, or medical or dental appointment of a biological or adoptive child, or child for whom the employee has parenting or child rearing responsibilities.

**Sick Leave - Compulsory**

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

## SECTION 3: SICK LEAVE WITH PAY

### Sick Leave with Pay Eligibility

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

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

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

### Sick Leave with Pay - Maximum Accumulation of Credits

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits shall not exceed the equivalent of six months which is the hourly equivalent of 130 working days based on the regular daily work schedule as defined, provided that in no case may the total accumulated unused sick leave with pay credit balance exceed l040 hours for any employee. Maximum accumulated sick leave with pay credits shall be reduced proportionately for employees entering a class or position where the regular work schedule is less than the class exiting if such employees have accumulated unused sick leave with pay credits in excess of the maximum allowable for the new class or position. Such employees shall have all such credits restored upon return to a class or position with an increased regular work schedule.

### Sick Leave with Pay - Restrictions

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

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

**Prohibition Against Employment While on Sick Leave with Pay**

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

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

**Calculation of Sick Leave with Pay Credits**

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

**Disbursement of Sick Leave with Pay Credits**

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

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

Sick leave with pay credit balances shall be converted from days to hours based on the equivalent number of hours in such employee's sick leave with pay credit balances.

**Employees Injured by Battery**

Sick leave with pay under this section shall be known as "leave due to battery" and shall be subject to approval by the Human Resources Director. The Human Resources Director shall make such investigation as is deemed appropriate and may include medical examinations by a physician(s) designated by the Human Resources Director.

Authorized sick leave under this section shall not be charged against earned sick leave with pay credits.

**Denial of Sick Leave with Pay**

Denial of sick leave with pay to an appointee who is eligible and qualified for such leave is subject to the.

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

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

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

1. The Human Resources Director shall administer the provisions of this section.

2. Deduction shall be made from the unused accumulated sick leave with pay credit balance which existed on December 5, l978, in an amount proportional to any credits used of that balance. Reimbursement shall be made only for the adjusted amount with all credits from the December 5, l978, balance subsequently used being deducted.

3. Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be payable at the time of retirement, separation caused by industrial accident or death, or at a later date when so selected by the employee, but within one year of such retirement, separation or death.

4. Reimbursement is to be computed at the base rate of pay of an employee's permanent class, at the base rate of pay of the class of a temporary or provisional employee with no permanent status, or at the base rate of pay in a temporary or provisional appointment of an employee with permanent status in another class who has held such temporary or provisional appointment continuously for one or more years at the time of separation.

5. No reimbursement shall be made for unused sick leave with pay credits earned on or after December 6, 1978.

6. The enactment of this section is not intended to constitute additional compensation, nor be a part of the rate of pay of the employee, but is reimbursement for the vested and unused accumulated sick leave with pay credit balance to which an employee would have been entitled if the employee had not retired, separated due to industrial injury or died.

## SECTION 4: SICK LEAVE WITHOUT PAY

### Sick Leave without Pay - Eligibility

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

### Sick Leave without Pay - Temporary and Provisional Employees

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

### Sick Leave without Pay - Permanent Employees

Sick leave without pay may be approved for permanent employees for the period of the illness provided that requests for prolonged leave shall be renewed every three months and provided further that such leave shall not be extended beyond a period of one continuous year.

### Prohibition Against Employment While on Sick Leave Without Pay

Employees are prohibited from working in any other employment when on sick leave without pay unless, after considering the medical reason for the sick leave without pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in outside employment.

Violators of this section are subject to disciplinary action.

## SECTION 5: COMPULSORY SICK LEAVE

**Compulsory Sick Leave**

An appointing officer or designee who has reason to believe that an employee is not medically or physically competent to perform assigned duties, and if allowed to continue in employment or return from leave may represent a risk to co-workers, the public and the employee, may require the employee to present a medical report from a physician designated by the Human Resources Director certifying the employee's medical or physical competency to perform the required duties.

If the employee refuses to obtain such physician's certificate or if as a result of a medical evaluation, the employee is found not to be medically or physically competent, the appointing officer or designee may place the employee on compulsory sick leave and shall immediately report such action to the Human Resources Director.

An employee shall remain on compulsory sick leave until such time as the employee is found to be competent to return to duty by a physician designated by the Human Resources Director, but such leave shall not exceed the maximum period of sick leave provided in this provision.

An employee placed on compulsory sick leave may appeal the imposition of compulsory sick leave to the Human Resources Director within fifteen (15) calendar days of the effective date of the leave. The Human Resources Director shall appoint a medical specialist not in the City and County service who practices in the City and County of San Francisco, to conduct an evaluation and to report the findings. This evaluation shall be conducted at the cost of the City and County. The decision of the medical specialist shall be final and no further appeal shall be allowed. If the medical specialist confirms the compulsory sick leave, the specialist shall specify the duration of the leave.

## SECTION 6: DISABILITY LEAVE

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

Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one hour.

SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one-hour provides up to, but does not exceed, the regular gross salary the employee would have received for the normal work schedule excluding overtime.

An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on a form prescribed by the Human Resources Director to the appointing officer or designee within seven calendar days following the first date of absence.

Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.

## SECTION 7: MILITARY, WAR EFFORT AND SEA DUTY LEAVES

### Military Leave

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

### Military Leave - Time of War

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

### Military Leave - Time of Peace

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

### Military Leave - Permanent Appointees

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

### Military Leave - Proof of Duty

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

### Military Leave - Salary While on Temporary Leave

Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one year continuously prior to the date upon which temporary military leave not exceeding l80 calendar days begins shall, as required by the State of California Military and Veterans' Code (Section 395), receive their regular salary or compensation for a period not to exceed 30 calendar days of such military leave in any fiscal year or more than 30 calendar days during any period of continuous military leave.

## War Effort Leave

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

## Leave for Sea Duty as Licensed Officers

In time of war or while any act authorizing compulsory military service or training is in effect, the Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees for sea duty as licensed officers aboard ships operated by or for the United States government.

## Section 8: UNPAID ADMINISTRATIVE LEAVE OR FURLOUGH

### General Provisions

Notwithstanding the layoff and involuntary leave provisions or any other provisions of this agreement, an appointing officer is authorized to impose unpaid administrative leave (furlough) on any employee within that appointing officer's jurisdiction as provided in this section. The imposition of furloughs shall be subject to receipt of a Projected Deficit Notice (PDN) from the Controller stating that the department's budget will be insufficient to support the department's level of spending through the end of the fiscal year.

The authority of the appointing officer to impose furloughs shall be limited to those furloughs necessary to correct the projected deficit identified by the Controller.

No provision of Layoff and Involuntary Leave, including but not limited to any provision regarding the order of layoff, displacement of less senior employees, or reinstatement, shall be applicable to any employees furloughed hereunder.

### Voluntary Unpaid Time Off

Prior to imposing a furlough on any employee, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.

The appointing officer shall have full discretion to approve or deny requests for voluntary unpaid time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary unpaid time off in excess of ten working days are denied. In such cases, an employee may appeal in accordance with the procedures provided below for appealing imposition of furlough.

An employee shall be entitled to take up to ten unpaid days per fiscal year at the rate of no more than five days in a three month period, at the employee's discretion, upon at least 15 calendar days prior written notice to the employee's appointing officer. Such request shall not be denied except for the reason of a requirement that such position be filled on an overtime or premium pay basis, for essential operational needs or the requirements of a court decree or order.

### Furloughs

Appointing officers are encouraged to furlough entire operational units within departments rather than individual employees; or stagger work hours within an operational unit on a reduced hours basis. The decision of the appointing officer to impose furloughs under this subsection, and the appointing officer's determination of what constitutes an operational unit, shall be final.

Where, in the discretion of the appointing officer, furlough of an operational unit as prescribed above is not feasible, individual employees within an operational unit may be furloughed.

To the extent practicable, furlough shall be equitably distributed among all of the employees in the affected department or operational unit to which the Projected Deficit Notice (PDN) has application; and, all of the employees in the affected class(es).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Resolution of Disputes**

Except as provided elsewhere in this section, the Human Resources Director shall act on all disputes arising out of the application or implementation of the provisions of this section. The decision of the Human Resources Director shall be final.

## SECTION 9: OTHER LEAVES OF ABSENCE

### Leave to Accept Other City and County Position

Leave by an employee who has completed the probationary period to accept exempt or temporary appointment in the City and County service may be approved for the duration of such appointment.

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

### Educational Leave

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

Denial of educational leave is appealable as provided elsewhere in this section.

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

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

### Leave for Civilian Service in the National Interest

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

Denial of such leave is appealable as provided elsewhere in this section.

### Leave for Employment as an Employee Organization Officer or Representative

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

Denial of such leave is appealable as provided elsewhere in this provision.

### Family Care Leave

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

1. The birth of a biological child of the employee;

2. The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker;

3. The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or

4. The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

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

Denial of family care leave is appealable as provided elsewhere in this section.

**Witness or Jury Duty Leave**

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

Paid witness or jury duty leave shall be only from an employee's scheduled duty time and shall not include hours outside of scheduled hours of work or on days off.

Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.

An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary.

**Vacation Leave**

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

**Involuntary Leave of Absence**

Whenever it becomes necessary to effect a reduction in force due to lack of work or lack of funds which shall result in the displacement of a permanent or probationary appointee from the City and County service, an appointing officer, notwithstanding other provisions of these Rules governing leaves of absence, shall place such employees on a leave of absence of an involuntary nature unless the employee elects to be laid off.

Such reductions in force shall be effected by the provisions of this section governing seniority and order of layoff.

Leaves of absence imposed under the provisions of this section shall expire upon the return to duty of the holdover, upon the expiration of holdover status, or upon written request of the employee to elect to be laid off while on involuntary leave.

**Religious Leave**

Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.

Denial of religious leave is appealable as provided elsewhere in this section.

**Personal Leave**

Personal leave for permanent employees may be approved for a period of up to 12 months within any two-year period. Personal leave for temporary or provisional employees may be approved only if replacement of the employee is not required and for a maximum of one month.

On the request of an appointing officer, the Human Resources Director, may for reasons deemed to be in the best interest of the service approve extension of personal leave for permanent employees beyond a l2 month period.

## SECTION 10: APPEAL PROCEDURES

### Appeal Procedures

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

Unless otherwise provided, a dispute concerning the application or implementation of the provisions of this section shall be processed in accordance with the grievance procedure.