



Employee Relations

City and County of San Francisco
Department of Human Resources

UP003 – Data – Tentative Agreement

Date: 3/6

Time: _____

ARTICLE I – REPRESENTATION

J. DATA

53. The City shall provide information to the Union electronically, as available, to permit the evaluation of contract compliance. The information shall be provided within ten (10) calendar days of a written request to the Employee Relations Department. This shall include, but not be limited to, Names, department, worksite, classification, seniority, hire date, and status of represented employees.

54. The City shall provide to the Union every two weeks a report containing the following information for all represented employees:

1. Department
2. Division
3. Full Name (last, first, middle initial)
4. Employee Number
5. Job Classification
6. Employment Status (active, leave of absence, leave with pay, suspended, terminated)
7. Hire Date
8. Citywide Seniority Date
9. Salary Step
10. Hourly Rate
11. Appointment Type
12. Last Pay Date
13. Bargaining Unit
14. Payroll Deduction Type
15. Payroll Deduction Amount
16. Exemption Type
17. Home Address
18. Home Phone
19. **Work Phone**
20. **Work email**

55. The City and the Union agree that the Collective Bargaining Agreement will be printed with an index.

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Employee Relations


City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 Misc

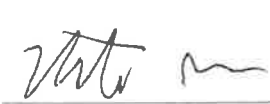
Tentative Agreement:

FOR THE CITY

 3/6/2024


Dania Torres Wong Date

FOR THE UNION

 3/6/24

Nato Green Date

APPROVED AS TO FORM

 3/6/2024

Carlos Almendarez Date

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UP004 – No Discrimination – Tentative Agreement

Date: 4/10/2024

Time: AM

ARTICLE II – EMPLOYMENT CONDITIONS

A. NO DISCRIMINATION

Discrimination Prohibited

57. The City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of that person’s actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, or other non-merit factors.

57a. Claims of discrimination shall be reviewed and determined in accordance with applicable City policies. Effective July 1, 2024, the Department of Human Resources (DHR), Equal Employment Opportunity (EEO) shall offer the complainant an intake interview within thirty (30) days of DHR EEO receiving a complaint within DHR EEO’s jurisdiction. This deadline does not apply to complaints filed before July 1, 2024. The City shall issue the complainant a determination letter within thirty (30) days of the Human Resources Director’s final review and approval of the investigation.

57.b An employee who files a complaint with DHR EEO may have an attorney or union representative present during any communications between DHR EEO and the employee.

58. An employee may file a grievance under this section and/or pursue a complaint through the relevant City office related to the same event or conduct.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong 4/10/2024
 Dania Torres Wong Date

Kerianne Steele 4/14/2024
 Kerianne Steele Date

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APPROVED AS TO FORM

Carlos Almendarez

4-10-2024

Date

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SUBCONTRACTING OF WORK (this is replacing the existing MOU language about contracting out in both SEIU 1021's and L21's MOUs except as provided herein.)

SEIU 1021 ¶ 88.

The City shall not initiate or approve contracting out any routine work currently performed by existing employees represented by the Union.

SEIU 1021 ¶ 89.

The City shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.

1. "Prop J." Contracts:

City proposes existing MOU language pertaining to Prop J contracting.

SEIU 1021 – paragraphs 96-105 in current MOU

Local 21 – paragraphs 104-106 in current MOU

2. Personal Services Contracts

104. The parties recognize that the use of contracting out for personal services should be used for limited reasons. "Prop J" contracts are covered by the "Prop J" paragraphs of the MOU and not the following paragraphs.
105. Contracting for work customarily performed by bargaining unit employees is permissible under limited circumstances described in the Civil Service Commission's December 19, 2023 Policy on Personal Service Contracts, as may be amended¹, or when otherwise required by federal, state, or local law or requirements of court decisions or orders.
106. For purposes of this article, work customarily performed by bargaining unit employees is work performed by classifications within the unit. The City agrees that only City employees are authorized to hire, fire, execute performance evaluations, and discipline SEIU Local 1021-represented employees.
107. The City shall not displace current bargaining unit members as a result of contracting out. The term "displace" includes laying off, demoting, involuntarily transferring to a new class or location, reducing the hours for current bargaining unit members. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same class and general location.
108. Section III.A of the Civil Service Commission's December 19, 2023 Policy on Personal

¹ Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process.

Service Contracts, as may be amended², sets forth the circumstances in which services customarily performed by bargaining unit employees may be contracted out. Contracting out should be used sparingly and treated as an option of last resort, not as a means to replace employees with contractors. Factors that may be considered appropriate for contracting out include but are not limited to the following:

- a. Immediately needed services to address unanticipated or transitional situations, or services needed to address urgent situations that do not rise to the level of an "emergency";
- b. Short-term or capital projects requiring diverse skills, expertise, and/or knowledge;
- c. Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload); or
- d. Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

PILOT PERSONAL SERVICES CONTRACT REVIEW PROCESS

109. The Union and City agree to a pilot PSC notification and review program as described in this paragraph 109 beginning no sooner than January 1, 2025 but no later than July 1, 2025. This pilot program shall expire on June 30, 2027 unless the Parties mutually agree to extend it. Prior to implementation of this new process, the process for review of personal services contracts shall continue as set forth in the July 1, 2022- June 30, 2024 MOUs between the City and SEIU 1021 (paragraphs 106-118) and the City and Local 21 (paragraphs 107-113).

- a. Prior to submission of a personal service contract request to the Department of Human Resources and/or Civil Service Commission or at the time the City issues a solicitation for work customarily performed by bargaining unit employees, whichever occurs first, the City shall provide notice to the Union with the following information:
 - i. The anticipated duration of the contract;
 - ii. The scope of work under the contract;
 - iii. The final solicitation, if published or if no solicitation exists or will be used, any other information that would normally be included in a solicitation; and
 - iv. The reason, as set forth in the Civil Service Commission's Policy on Personal Service Contracts as amended from time to time or others, that the City is relying on as justification for its contracting decision.
- b. The Union shall have ten (10) calendar days to request to meet with the City over the proposed contract after receiving the notice required by paragraph 109.a.

² Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process

Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting, whether the department staff has the expertise and/or facilities to perform the work, and steps the City has taken to address job vacancies. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out. The Union and City shall conduct such meeting no later than ten (10) calendar days from the date the Union requested to meet. If the City is unable to meet within ten (10) calendar days, the timeline for the Union to commence the Fact-Finding Review set forth in paragraph 109.c.ii will be tolled by another ten (10) calendar days.

- c. Fact-Finder Review: For disputes that cannot be resolved through the meeting contemplated in paragraph 109.b, the Union may utilize the Fact-Finder Review outlined in this paragraph 109.c five (5) times each, for a total of ten (10), per year. The number of times the Union may utilize the Fact Finder Review may be increased by mutual agreement of the parties.
 - i. If, following the meeting contemplated in paragraph 109.b, a dispute exists between the Parties about whether the City may contract out work customarily performed by bargaining unit employees, the Union may submit the matter to Fact-Finding Review.
 - ii. To commence the Fact-Finding Review, within five (5) calendar days following the meeting contemplated in paragraph 109.b, the Union must make a written objection to the Human Resources Director, containing specific and detailed factual information to support its opposition to the proposed personal service contract, and documentary evidence or declarations in support of the Union's position.
 - iii. A standing factfinder or factfinder(s) will be appointed to address disputes submitted under this Paragraph 109.c, and the Parties will preschedule at least two (2) days per month for such hearings. The Parties will mutually agree on a list of factfinder(s) prior to the commencement of the Fact-Finding Review process. The Parties agree to split the factfinders' fees.
 - iv. Within five (5) calendar days of the Union's request for a Fact-Finding Review, the factfinder shall review the evidence submitted by the Union under subparagraph (c.ii) and determine whether sufficient evidence exists to warrant a hearing on the dispute. The factfinder shall make a determination based on the evidence provided by the parties. If the factfinder determines that the Union has not submitted sufficient evidence, the factfinder shall dismiss the Union's request for a hearing.
 - v. If the factfinder determines that the Union has submitted sufficient evidence to warrant a hearing, the factfinding hearing will occur on the next prescheduled hearing date. This hearing shall follow the generally accepted rules and structure of expedited hearings, however, the parties agree that either party may be represented by legal counsel.
 - vi. The factfinder(s) will address whether the circumstances described by the City as the basis for contracting out exist. The factfinder(s) shall recommend

whether the contracting out proposal shall be approved, denied or modified. The factfinder may also recommend the adoption of any proposals the union presents as an alternative to contracting out. The factfinder’s recommendation may also outline timelines and intermediate steps for remedying the disputed matter.

- vii. The factfinder must provide any recommendations to the Parties within five (5) calendar days of hearing the dispute; however, the factfinder may extend the time for providing recommendations up to fourteen (14) calendar days. The Parties will make the factfinder’s recommendation a part of the record before the Civil Service Commission prior to the Commission’s hearing on the disputed personal service contract or to the Human Resources Director in accordance with Civil Service Commission’s December 19, 2023 Policy on Personal Service Contracts, as may be amended³.
 - viii. Best efforts shall be made to complete the Fact-Finding Review within sixty (60) calendar days after the Union makes its written objection under subparagraph 109(c).
 - ix. The City shall not be required to engage in the Fact-Finding Review outlined in Paragraph 109.c should the Union fail to comply with the deadlines outlined in Paragraphs 109.b and 109c.
 - x. Submission of a dispute to a factfinder under this pilot program does not alter the Civil Service Commission’s authority to consider and decide whether to approve personal service contracts or to amend its Policy on Personal Services Contracts.
- d. The process and timeline identified in paragraphs 109.a, 109.b, and 109.c are further outlined as follows:

Step	Summary	Timeline
1	PSC submission	
2	Initial objection to PSC by Union	Within ten (10) calendar days of Step 1. If no informal objection, proceed to Step 8.
3	If Union objects pursuant to Step 2, required meeting between City and Union	Within 10 calendar days of Step 2.
4	If initial objection not resolved pursuant to Step 3, written objection by Union requesting Fact Finder Initial Review	Within five (5) calendar days of Step 3.
5	Fact-Finder Initial Review.	Within five (5) days of Step 4.

³ Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process

6	Factfinding Hearing, if factfinder determines sufficient evidence to warrant such hearing	Next regularly-scheduled factfinding hearing.
7	Fact Finder recommendation	Within five (5) days of factfinding hearing, but can be extended to fourteen (14) days.
8	CSC Meeting Date	If no initial objection, first CSC Meeting upon conclusion of Step 2. OR, if Fact-Finder Review involved, first CSC meeting date following conclusion of Factfinding.

e. The Controller shall advise on any process safeguards or other requirements necessary to ensure public integrity in contracting decisions.

110. Should the Pilot Personal Services Contract Review Process not be renewed pursuant to paragraph 109.c, or be cancelled upon mutual agreement of both parties prior to the Pilot end date identified in paragraph 109.c, the Union PSC notification and review process reverts to the process for review of personal services contracts as set forth in the July 1, 2022- June 30, 2024 MOUs between the City and SEIU 1021 (paragraphs 106-118) and the City and Local 21 (paragraphs 107-113).

111. By January 1, 2025, DHR shall maintain an online vacancy dashboard that is updated monthly. The dashboard will list all budgeted and filled positions by classification and department.

112. Joint Labor Management Committee on Personal Service Contracts. The City and the Union shall form a JLMC on City Contracting. The JLMC shall establish procedures to implement the Pilot Personal Services Contract Review Process. The JLMC shall also review and make recommendations regarding the process of engaging Labor prior to entering into a City contract. On an on-going basis, the JLMC will review data on Personal Service Contract approvals, City contract spending, benchmarking best practices, and the effectiveness of the Pilot PSC Review Program described in Paragraph 109. Based on the information provided, the JLMC will make recommendations to improve the process, reporting requirements, and policies governing the way that the City initiates the PSC process. Any disputes regarding violations of the PSC process shall be resolved by the JLMC and not by the grievance provision of this Agreement. The committee will include no more than 8 members, 4 from the City and 4 from the Union, and will meet every other month for 1 year, to make recommendations, and annually thereafter for the term of this contract.

113. This article shall be interpreted consistent with and shall not conflict with the Charter.



UP019 – Jail Health Services – Tentative Agreement

Date: 4/13/24

Time: 2:30 pm

ARTICLE II – EMPLOYMENT CONDITIONS

Section E. Staffing Levels

164a. A non-probationary permanent DPH employee who is assigned to Jail Health Services and who suffers the loss of a jail security clearance shall be reassigned to another position in the same class within DPH subject to the following conditions:
a) the basis for revocation of the jail security clearance has been determined, and would not otherwise be grounds for discharge,
b) there is an available vacant position approved to be filled, and
c) the employee possesses the skills and abilities required of the available vacant position.

Tentative Agreement:

FOR THE CITY

[Signature] 4/8/2024
Dania Torres Wong Date

FOR THE UNION

[Signature] 4/7/24
Nato Green Date

APPROVED AS TO FORM

[Signature] 4-8 2024
Carlos Almendarez Date

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Employee Relations

City and County of San Francisco
Department of Human Resources

UP039 - Uniforms – Tentative Agreement

Date: _____

Time: _____

Article II – EMPLOYMENT CONDITIONS

S. UNIFORMS AND EQUIPMENT

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

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

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

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

Uniforms for ~~2600 and~~ 2700 Series Employees at the Airport

- 208. Employees in class series ~~2600 and~~ 2700 at the Airport who are required to wear uniforms will be provided five uniforms and one pair of safety shoes upon hire. Employees will be provided one pair of safety shoes annually each subsequent year after the date of hire. Employees may request replacement uniforms as the items wear out or when the ~~department~~ Airport determines that the uniform has been damaged in the course of the employee's duties at the Airport. The ~~Airport~~ ~~department~~ or the Union may request to meet and discuss issues regarding uniforms.

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

- 209. Beginning in fiscal year 2006-2007 and continuing for the duration of this Agreement, the City agrees to provide to 8204 Institutional Police Officers a uniform allowance each year in the amount of Eight Hundred dollars (\$800). The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on

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each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.

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

Sheriff's Employee Safety Equipment Committee

- 211. Within sixty (60) days of the effective date of this Agreement, the Sheriff's Department and representatives of the Union shall meet for the purposes of reaching agreement on the use and distribution of any and all equipment that may be necessary in the line of duty for all SEIU represented classifications employed in the Sheriff's Department. Items to be discussed shall include, but not be limited to, bulletproof vests, pepper spray and restraint devices. This committee shall meet on an ongoing basis as needed. All agreements shall also include procedures for implementation of such equipment as well as training in appropriate use in accordance with all local, state and federal regulations and current best practices. This committee shall expire on June 30, 2023.

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

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

Protective Clothing

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

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

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

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Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 Misc

Protective Vests for 8208 and 8210 Park Patrol Officers

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

Uniforms for 7470 and 7270 Watershed Keeper/Supervisor

- 216. The San Francisco Public Utilities Commission shall provide four (4) short sleeve shirts, four (4) long sleeve shirts, four (4) pair pants, one (1) foul weather jacket, one (1) belt, two (2) coveralls, two (2) caps, one (1) key holder, one (1) rain jacket and one (1) rain hood and other items determined appropriate by the Appointing Officer or designee. Employees shall also receive one (1) pair of boots annually. In accordance with Department policy, employees shall either receive a voucher, request the purchase through a requisition, or submit receipts for reimbursement of up to Two Hundred dollars (\$200) for purchasing boots. Employee safety due to environmental extremes and remote duty locations shall be considered in the selection of the items listed.
- 217. The Department shall replace items according to each division's specifications and as authorized by the Appointing Officer or designee every twelve (12) months.
- 218. Any items determined by the Appointing Officer or designee to be damaged in the course of duty will be replaced and will not count towards the yearly replacement.

Uniforms for 8201 School Crossing Guards

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

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

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

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Employee Relations

City and County of San Francisco
Department of Human Resources

- 222. The Department shall also provide pepper spray, safety vests, traffic safety gloves, whistles, flashlights, and other protective and traffic control equipment as deemed appropriate by the Appointing Officer or designee.
- 223. The Department shall provide a protective ballistic vest to employees in classification 8217 Community Police Services Aide Supervisor and 9209 Community Police Services Aide. The Police Services Supervisor/Aide shall wear the protective vest while in uniform, unless directed otherwise by the employee’s supervisor.

Protective Vests and Radios for 8320 Counselor, Juvenile Hall (PERS) and 8562 Counselor, Juvenile Hall (SFERS) in the Juvenile Justice Center

- 223a. The Department shall provide a protective ballistic vest and external radios to 8320 Counselor, Juvenile Hall and 8562 Counselor, Juvenile Hall in Juvenile Justice Center while transporting youth or adults.**

Uniforms for 3600 Series and 1920 Series Employees at the Library Delivery Services, Mailroom and Stockroom.

- 223b. Library employees in class series 3600 and 1920 working in Delivery Services, Mailroom, and Stockroom will be provided three (3) uniforms and one (1) pair of safety shoes upon hire and will be provided three (3) uniforms and one (1) pair of safety shoes annually each subsequent year. A uniform consists of one (1) work shirt and one (1) pair of pants. The Library or the Union may request to meet and discuss issues regarding uniforms.**

T. UNIFORM ALLOWANCE FOR DEPARTMENT OF PUBLIC HEALTH EMPLOYEES

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

Lab Coats

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

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Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong Date

Nato Green Date

APPROVED AS TO FORM

Carlos Almendarez Date

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UP05 – Telecommuting – Tentative Agreement

Date: 4/10/2024

Time: _____


DD. TELECOMMUTING

266. An employee who meets the Telecommuting Program eligibility criteria and program guidelines may apply to participate in the Telecommuting Program. **Requests for participation in the Telecommuting Program shall be responded to within thirty (30) days.** As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject to the telecommuting appeal process. Either a telecommuting employee or the City may end a telecommuting arrangement at any time, however, telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. In the event a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal the decision to the City’s Human Resources Director, whose decision shall be final and binding. **Upon the request of the Union, the Labor Management Committee will agendize twice per fiscal year any disputes relating to changes to telecommuting arrangements or denials of telecommuting requests. At the meetings on which the issue is on the agenda, the City’s Human Resources Director will be in attendance.** Neither the Telecommuting Program nor this Section are subject to the grievance and arbitration procedure of this Agreement.

Tentative Agreement:


FOR THE CITY

FOR THE UNION

 4/10/2024
Dania Torres Wong Date

 4/10/2024
Kerianne Steele Date

APPROVED AS TO FORM

 4-10-2024
Carlos Almendarez Date

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SE 10 21 - MISC


**Final Mediator's Proposal Dated March 22, 2024 for
the County & City of San Francisco and the PEC**

If Rejected, Parties Revert to Their Pre-Mediation Positions


- Effective July 1, 2024, represented employees shall receive a 1.5% wage increase.
- Effective January 4, 2025, represented employees shall receive a 1.5% wage increase.
- Effective June 30, 2025 at close of business, represented employees shall receive a 1% wage increase.
- Effective July 1, 2025, represented employees shall receive a 1% wage increase.
- Effective January 3, 2026, represented employees shall receive a 1.5% wage increase.
- Effective June 30, 2026 at close of business, represented employees shall receive a 2% wage increase.
- Effective January 2, 2027, represented employees shall receive a 2% wage increase.
- Effective June 30, 2027, at close of business, represented employees shall receive a 2.5% wage increase.
- Effective July 1, 2024, represented employees shall earn no less than \$25.00 an hour.
- Because of the wage structure of this proposal, no wage deferrals or ramps will be utilized.

This proposal is to be included as an appendix to the MOC's.



 Najeeb N. Khoury

3/24/24 

 Ardis Graham, ERD Director

3/24/24 

 Carol Isen, DHR Director



UP009.001 – Shift Bidding – Tentative Agreement

Date: 3/26/24

Time: 11:30am

ARTICLE III – PAY, HOURS AND BENEFITS
B. WORK SCHEDULES

Shift Bidding

295. Shift bidding for all represented classes shall continue by current practice. Upon the written request of the Union, a Department shall negotiate with the Union to establish or to revise a shift bidding procedure. The determination of the shift bidding procedure shall be by mutual agreement. All shift bid postings shall include the following information: the nature of the assignment, **shift (days/nights)**, days off, work location, and duration of the bid. The shift bidding procedure shall incorporate the principles of seniority. This provision shall not be applied in an arbitrary or capricious manner.

Tentative Agreement:

FOR THE CITY

Dania Torres Wong 3.27.2024
 Dania Torres Wong Date

FOR THE UNION

Nato Green 3/26/24
 Nato Green Date

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Carlos Almendarez 3-27-2024
 Carlos Almendarez Date

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UP038 – Additional Compensation & Premium Pay – Tentative Agreement

Date: _____

Time: _____

ARTICLE III – PAY, HOURS AND BENEFITS
D. Additional Compensation & Premium Pay

Preceptor Pay for Licensed Vocational Nurses in Jail Health Services

315. Class 2312 Licensed Vocational Nurses (LVNs) working in Jail Health Services who are assigned in writing to perform preceptor duties will be paid ~~\$10 per day~~ **two dollars (\$2.00) per hour above their base wage** for the duration of the assignment.

Lead Person Premium

339. Employees shall be entitled to a ~~ten~~ **fifteen** dollars (~~\$10~~ **\$15.00**) per day premium when designated by their supervisor and authorized in writing by the Appointing Officer or designee as a lead person when required to ~~perform a majority of the following duties: plan, design, sketch, layout, detail, estimate, order materials or~~ take the lead on any job when at least three are working together and one acts as the lead person.

Airport Field Officer Training Premium

358. Airport employee(s) in the 9209 Community Police Service Aide, 9212 Aviation Security Analyst, 9213 Airfield Safety Officer, 9202 Airport Communications Dispatcher, **8217 Community Police Services Aide Supervisor**, and 1706 Telephone Operator classifications who are assigned by the Appointing Officer or designee to train employees in their respective classifications shall receive a premium of two (\$2.00) dollars per hour above their base wage, for each hour they are assigned as a Field Training Officer.

359. Assignment shall be by seniority among qualified employees. The department shall determine the qualifications of the assignment. The determination of qualifications shall not be arbitrary. The assigned training and evaluations shall be performed in accordance with the standards established by the department.

360. Employees in the 9212 Aviation Security Analyst and 9213 Airfield Safety Officer classification holding a position in the training section pursuant to the current practice of the department shall also receive this premium for each hour they are designing and developing training materials and training employees in the Airfield Safety series of classes, which shall include interns and trainees, and other City employees.

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361. Included in the pay issued on August 20, 2019, active employees in classification 9213 Airfield Safety Officer shall receive a one-time lump sum payment calculated by applying the Airport Field Training Officer premium to qualifying hours (meeting the requirements for that premium) worked during fiscal year 2018-2019 after the effective date of their appointment to classification 9213.

Airport Traffic Division Premium

362. Employees in classification 9209 (Community Police Services Aide) **and 8217 Community Police Service Aide Supervisor** who are assigned to the Airport Traffic Division and who have completed required training will receive a two percent (2%) premium above their base hourly wage for such duty. Required training is provided by the Airport and includes First Aid, CPR, AED, Anti-Terrorism Training, and other training reasonably related to the employee's job duties.

8208 Park Ranger Field Officer Training Premium

409a. Employees in Classification 8208 Park Ranger who are assigned by the Appointing Officer or designee to train employees in the same classification shall receive a premium of two dollars (\$2.00) per hour above their base wage, for each hour they are assigned as a Field Training Officer.

2930 Behavioral Health Clinician and 2932 Senior Behavioral Health Clinician

418a. Effective July 1, 2024, class 2930 Behavioral Health Clinician shall receive a one-time adjustment of 3.00%.

418b. Effective July 1, 2024, class 2932 Senior Behavioral Health Clinician shall receive a one-time adjustment of 3.63%.

3616 and 3618 Library Technical Assistant

418a. Effective July 1, 2024, class 3616 Library Technical Assistant I and 3618 Library Technical Assistant II shall receive a one-time adjustment of 1.00%.

3630, 3632, and 3634 Librarian

418b. Effective July 1, 2024, class 3630 Librarian I, 3632 Librarian II, and 3634 Librarian III shall receive a one-time adjustment of 1.00%.

3610 Library Assistant

418c. Effective July 1, 2024, class 3610 Library Assistant shall receive a one-time adjustment of 1.00%.

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Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong Date

Nato Green Date

APPROVED AS TO FORM

Carlos Almendarez Date

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UP040 – Equity Adjustments – Tentative Agreement

Date: _____

Time: _____

ARTICLE III – PAY, HOURS AND BENEFITS
D. Additional Compensation & Premium Pay

3450 Agricultural Inspector and 6220 Weights and Measures Inspector

418a. Effective July 1, 2024, class 3450 Agricultural Inspector and 6220 Weights and Measures Inspector shall receive a one-time wage adjustment of 18.50%.

1429 Nurse Staffing Assistant

418b. Effective July 1, 2024, class 1429 Nurse Staffing Assistant shall receive a one-time wage adjustment of 3.00%

3375 Animal Health Technician

418c. Effective July 1, 2024, class 3375 Animal Health Technician shall receive a one-time wage adjustment of 21.22%.

2706 Housekeeper/Food Service Cleaner

418d. Effective July 1, 2024, class 2706 Housekeeper/Food Service Cleaner shall receive a one-time wage adjustment of 3.00%.

SIDELETTER

3450 AGRICULTURAL INSPECTOR AND 6220 WEIGHTS AND MEASURES INSPECTOR SIDE LETTER

Not later than January 1, 2025, the Union and the City shall establish a committee to meet and discuss the possible consolidation of the 3450 Agricultural Inspector and 6220 Weights and Measures Inspector classifications into a new distinct classification. These discussions are not subject to the impasse resolution procedures under S.F. Charter section A8.409.

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UP041 - Classification Changes – Tentative Agreement

Date: _____

Time: _____

2903 and 2908 Hospital Eligibility Worker Side Letter

Not later than August 1, 2024, the Union and the City shall establish a committee to review the duties, staffing levels, and delivery of services of the 2903 Hospital Eligibility Worker and 2908 Senior Hospital Eligibility Worker classifications. The committee shall include four (4) members appointed by the Union and four (4) appointed by the City. By mutual agreement, additional subject matter experts may be invited to attend committee meetings. The Union members may receive up to three (3) hours of release time to prepare for committee meetings. The committee shall meet every two (2) months. These discussions are not subject to the impasse resolution procedures under San Francisco Charter section A8.409.

2907 Eligibility Worker Supervisor

418a. Effective July 1, 2024, class 2907 Eligibility Worker Supervisor shall receive a one-time wage adjustment of 2.00%.

8249 Fingerprint Technician I

418a. Effective July 1, 2024, class 8249 Fingerprint Technician I shall receive a one-time wage adjustment of 3.00%.

SHERIFF'S DEPARTMENT 8249/8250 FINGERPRINT TECHNICIANS SIDE LETTER

Not later than October 1, 2024, the Union and the City shall establish a committee to review the duties and staffing levels of the 8249 Fingerprint Technician I and the 8250 Fingerprint Technician II classifications.

Within six (6) months of completion of the committee's work, the City will administer Civil Service examinations for classification 8249 Fingerprint Technician I and 8250 Fingerprint Technician II.

This side letter is not subject to the impasse resolution procedures under San Francisco Charter section A8.409.

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8201 School Crossing Guard

418a. Effective July 1, 2024, the City shall add two (2) additional 5% salary steps (Step 2 and Step 3) to classification 8201 School Crossing Guard. Employees hired into the 8201 class on or before July 1, 2023 shall be placed at Step 2.

418b. 8201 School Crossing Guards shall advance to each successive step after one (1) year provided 300 regularly scheduled WKP hours have been worked.

2302 Nursing Assistant Status Grant Side Letter - Not to be included in MOU

The City and SEIU, Misc. 1021 agree to jointly go before the Civil Service Commission as soon as administratively possible to request that incumbents in class 2302 Nursing Assistant be granted status in the 2303 Certified Nursing Assistant class. For all incumbent 2302 Nursing Assistants affected by this change of status, the City shall request that the Commission grant seniority in the 2303 Certified Nursing Assistant class based on the date each incumbent was originally appointed to the 2302 Nursing Assistant class. The City shall provide SEIU, Misc. 1021 a copy of the Staff Agenda packet prior to submission to the Civil Service Commission so the parties can confirm agreement.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong Date

Nato Green Date

APPROVED AS TO FORM

Carlos Almendarez Date

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CP014 – Floating Holidays – Tentative Agreement

Date: _____

Time: _____

ARTICLE III – PAY, HOURS AND BENEFITS
F. HOLIDAYS


Floating Holidays

437. Employees shall receive floating holidays totaling thirty-two (32) hours off per fiscal year (pro-rated for eligible part-time employees) selected by the employee, subject to the approval of the Appointing Officer. Employees with twenty (20) or more years of City Service shall receive eight (8) additional floating holiday hours, for a total of forty (40) hours per fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee’s regular shift. Floating holidays received in one fiscal year but not used ~~may~~ **shall** be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year.

Tentative Agreement:

FOR THE CITY

FOR THE UNION




 Dania Torres Wong Date 4/10/2024



 Nato Green Date 4/10/2024

APPROVED AS TO FORM



 Carlos Almendarez Date 4-10-2024

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CP003 – Parental Leave – Tentative Agreement

Date: 4/9/24

Time: _____

Article III. Pay, Hours and Benefits

Section III. N. Child Care & Volunteer/Parental Release Time

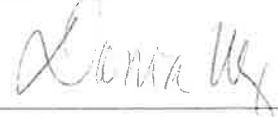
Volunteer/Parental Release Time

543. Represented employees shall be granted paid release time to attend school-related meetings such as parent teacher conferences ~~of two (2) hours per semester up to a maximum of four (4) hours per fiscal year.~~

544. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children ~~in kindergarten or up to~~ grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

Tentative Agreement:

FOR THE CITY



Dania Torres Wong Date 4/9/2024

FOR THE UNION



Kerianne Steele Date 4/8/24

APPROVED AS TO FORM



Carlos Almendarez Date 4-9-2024

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UP030 Work Training Program – Tentative Agreement

Date: _____

Time: _____

Article V – Training

E. Work Training Program

670. Employees in permanent civil service appointment may be approved with pay to attend accredited educational institutions for up to ~~eight (8)~~ **sixteen (16)** hours in any one (1) week, to attend classes during regular working hours. Work training program hours shall not count towards required onsite work hours. Participants in the Work Training Program must attend an accredited educational institution approved by the Human Resources Director. Subject to the availability of funds, the following is required:

- 671. 1. Permission to attend classes during regular working hours must be approved by the Appointing Officer and the Human Resources Director or their designees. Approval is subject to the availability of funds for replacement of employees, where replacement is required. Employees approved to participate may enroll in classes through the program for up to two (2) years. At the conclusion of each semester, employees must submit unofficial transcripts to their departmental personnel officer from the approved accredited educational institution to qualify for the next semester. The Appointing Officer and the Human Resources Director or their designees may approve the request subject to availability of funds for replacement where replacement is required. After two (2) years of participation in the program, employees may reapply for the program. Qualified employees who reapply shall be placed at the bottom of the waitlist of qualified applicants. The cost to the City of the Work Training Program shall not exceed ~~\$400,000~~**\$500,000** per fiscal year. Unused funds shall not be carried forward from fiscal year to fiscal year.
- 672. 2. Eligible Employees. Any permanent civil service employee who works at least forty (40) hours per week with a minimum of one (1) year continuous service in any classification represented by the Union immediately prior to receipt of application is eligible for the Work Training Program.
- 673. 3. Pre-Approval. Applications shall be accepted on a first come, first serve basis. Application for the program shall be administered by the Department of Human Resources. Courses must be related to a degree, certification or other minimum qualification of a City job class the applicant aspires to. Application to the program requires pre-approval by the Appointing Officer or designee and the Human Resources Director or designee, neither of

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Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 Misc

which shall be unreasonably denied. Such application for the program shall be made prior to enrollment in an accredited educational institution. Should the employee not have access to the technology necessary for an on-line process, departmental human resources staff will facilitate the application process during employee worktime. All applications shall be accepted through an online website. The City shall announce on the DHR website the date online applications are accepted and the deadline date for submission. The City will notify the Union and employees who may be eligible, at least 60 days prior to the application date. Applicants shall be notified if they are approved or rejected from the program within a reasonable period.

- 674. 4. Not later than July 1, 2023, the City and the Union shall meet to discuss potential avenues of career advancement (e.g., Museum Guard to Parking Control Officer, Medical Evaluations Assistant to Registered Nurse), and, if mutually agreed, expand the Work Training Program. In the event that there are qualified applicants from the same classification, citywide seniority will be the determining factor. In the event of applicants with the same citywide seniority date, classification seniority shall be the determining factor.
- 675. 5. Such assigned time with pay for educational purposes shall only be granted when the class session is during a regular work shift and the employee cannot be reassigned to another work shift.
- 676. 6. Such assigned time for educational purposes shall not be granted if the course is available at a time other than the employee's regular work shift.
- 677. 7. Such assigned time for educational purposes with pay shall not be granted to employees who are eligible for other benefits through the Veterans' Administration, the State Department of Veterans' Affairs or other benefit programs.
- 678. 8. The department head will be responsible for reviewing and checking the attendance of the employee in class during the specified assigned time and the employee on such assigned time must return to work status when school is not in session. Continued participation in the program shall be subject to successful completion of the courses enrolled and attended each semester. Qualified employees must submit proof of course completion at the end of every semester prior to reapplying for continued participation in the program. Qualified employees must receive passing grades on all courses enrolled and attended under the program in order to continue participation in the program.
- 679. 9. Employees granted such time to attend classes, who leave City employment voluntarily, prior to a two (2) year period following completion of the educational course or courses shall be required to repay an amount equivalent to the payroll cost of such assigned time for leave for the Work Training Program.

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Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong Date

Nato Green Date

APPROVED AS TO FORM

Carlos Almendarez Date

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UP031.002 – Ed Leave for Health-Related Personnel – Tentative Agreement

Date: 3/14/24

Time: 1030am

ARTICLE V – TRAINING

F. SPECIAL EDUCATIONAL LEAVE FOR HEALTH RELATED PERSONNEL

680. Each regularly scheduled full-time or part time employee (excluding as needed employees) who works a minimum of 20 hours per week and who has served in one of the classifications enumerated below for more than ninety (90) days which requires a valid license or re-licensure, certification or re-certification or registration or re-registration, shall be allowed the necessary number of hours of educational leave with pay per re-licensure cycle to attend formally organized courses, institutes, workshops or classes that relate to the particular classifications' studies to fulfill the requirement.

681. Such educational leave with pay shall include CPR certification for LVN's, LPT's and other classifications who are required to re-certify CPR for re-licensure, if DPH does not provide CPR on an in service basis.

682. It is the intent of the Board of Supervisors that leave pursuant to this paragraph shall be granted subject only to the reasonable staffing requirements of the departments and that in the granting of such leave, preferences shall be given to the employee having the earliest re-licensure date.

- 2112 Medical Records Technician
- 2202 Dental Aide**
- 2204 Dental Hygienist**
- 2302 Nursing Assistant
- 2303 ~~Patient Care Assistant~~ **Certified Nursing Assistant**
- 2305 Psychiatric Technician
- ~~2306 Senior Psychiatric Orderly~~
- 2310 Surgical Procedures Technician (those who possess a LVN license)
- 2312 Licensed Vocational Nurse
- 2314 Public Health Team Leader
- 2390 ~~Central Supply~~ **Sterile** Processing and Distribution Tech
- 2392 Senior ~~Central~~ **Sterile** Processing and Distribution Technician
- 2430 Medical Evaluations Assistant
- ~~2441 Diagnostic Medical Sonographer I~~
- 2450 Pharmacist

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Employee Relations

City and County of San Francisco
Department of Human Resources

- 2454 Clinical Pharmacist
- ~~2467 Diagnostic Imaging Technologist I~~
- ~~2468 Diagnostic Imaging Technologist II~~
- ~~2469 Diagnostic Imaging Technologist III~~
- ~~2470 Diagnostic Imaging Technologist IV~~
- 2471 Radiologic Technologist I, II, III
- 2472 Radiologic Technologist Lead
- 2473 Diagnostic Medical Sonographer I, II, III
- 2474 Diagnostic Medical Sonographer Lead
- ~~2517 Jail Medical Technician~~
- 2574 Clinical Psychologist
- 2585 Health Worker I
- 2586 Health Worker II
- 2587 Health Worker III
- 2588 Health Worker IV
- 2622 Dietetic Technician
- 2624 Dietician
- 2626 Chief Dietician
- 2920 Medical Social Worker
- 2922 Senior Medical Social Worker
- 2930 ~~Psychiatric Social Worker~~ Behavioral Health Clinician
- 2931 Marriage, Family and Child Counselor
- 2932 ~~Senior Psychiatric Social Worker~~ Senior Behavioral Health Clinician
- ~~2934 Chief Psychiatric Social Worker~~
- ~~2935 Senior Marriage, Family & Child Counselor~~
- 2940 Protective Services Worker (Public Conservator Specialty)
- 2944 Protective Services Supervisor (Public Conservator Specialty)

683. During the term of the Agreement, the parties may mutually agree to add additional classifications to this list.

LVN/LPT Educational Leave

679. Each fulltime and regularly scheduled part-time LVN/LPT shall be allowed a maximum of twenty-four (24) hours educational leave with pay per fiscal year or a prorata share thereof to complete programs approved by the California Board of Licensed Vocational Nurses/Licensed Psychiatric Technicians for Continuing Education Units, Continuing Medical Education, California Board of Registered Nurses or which are necessary to achieve the particular classification’s recertification or relicensure or which promote professional nursing development and education. Up to eight (8) unused educational leave hours not used in the present fiscal year may be rolled over into the following fiscal year. At no time shall the Educational Leave balance exceed 32 hours for each individual.

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Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2024


SEIU, Local 1021 Misc

Tentative Agreement:

FOR THE CITY

FOR THE UNION


Date 3/15/2024
Dania Torres Wong Date


Date 3/14/24
Nato Green Date

APPROVED AS TO FORM


Date 3/15/2024
Carlos Almendarez Date

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UP055 – Assault – Tentative Agreement

Date: 4/9/2024

Time: _____

ARTICLE VI – HEALTH & SAFETY
A. HEALTH AND SAFETY

Assault Against City Workers

- 731. Upon written request of the Union, the Department of Human Resources agrees to provide a report on incidents of assault against City workers, including information on department and classification of injured employees to the Union which shall be no more often than quarterly.
- 732. ~~By July 1, 2023, the~~ City agrees to continue~~create and posting~~ signage to educate the Public regarding assault on City workers, with the purpose of reducing assaults.
- 733. If an employee is assaulted or reports a threat of an assault during the workday and/or on City premises, the City shall make EAP or other counseling services available to the employee and witnesses of the assault, during their working hours with no loss of pay. The parties acknowledge the importance of the EAP process and counseling and will work collaboratively to improve these services for bargaining unit members. The City will make best efforts to expand EAP capacity, with priority for employees who are victims of assault.

Tentative Agreement:

FOR THE CITY

FOR THE UNION


Dania Torres Wong

4/9/2024
Date


Kerianne Steele

4/8/2024
Date

APPROVED AS TO FORM


Carlos Almendarez

4-9-2024
Date

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UP013 – Sick Leave and Bereavement Leave – Tentative Agreement

Date: 4/8/24

Time: _____

ARTICLE VII - LEAVES OF ABSENCE & RETURN TO DUTY

Sick Leave – General Requirements

1. *Eligibility for Sick Leave*

767. Subject to these provisions, employees who are absent from their duties because of illness or disability are eligible for sick leave.

2. *Types of Sick Leave*

768. A leave granted under this provision for one of the following reasons shall be known as "sick leave".

769. a. Sick Leave for Medical Reasons

770. b. Quarantine

c. Bereavement

771. 1) 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.

772. (2) 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.

The City will align the bereavement leave benefit for represented employees with the Civil Service Commission's rule on such leaves of absence including any future amendment or change to such rule. The City provides for informational purposes only the proposed amendment to Civil Service Rule 120.7.3 to be considered by the Commission.

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Employee Relations

City and County of San Francisco
Department of Human Resources

120.7.3 Sick Leave - Bereavement

Absence because of the death of the employee's spouse or domestic partner, parents, stepparents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, stepchild, adopted child, grandchild, 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 five (5) working days and shall be taken within three (3) months after the date of death.

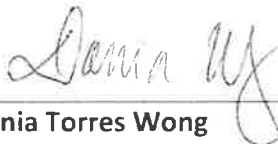
For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's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

The appointing officer or designee to whom a request for bereavement leave under this rule is made may request verification of a qualifying family member's death within 30 days of the first day of the employee's leave, as authorized by California Government Code section 12945.7(f).

Tentative Agreement:

FOR THE CITY

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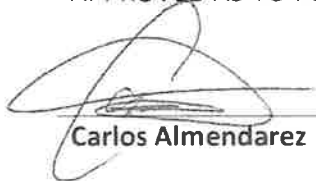


Dania Torres Wong Date 4-9-2024



Nato Green Date 4/8/2024

APPROVED AS TO FORM



Carlos Almendarez Date 4-9-2024

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UP034 – Duration of Agreement – Tentative Agreement

Date: _____

Time: _____

ARTICLE VIII – SCOPE

D. DURATION OF AGREEMENT

854. This Agreement shall be effective July 1, ~~2022~~2024, and shall remain in full force and effect through June 30, ~~2024~~2027.

855. This Agreement shall remain in full force and effect through that date and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30 ~~2024~~2027, or June 30th of any subsequent year of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.

856. The effective date of those provisions herein that have been determined by the arbitration board established pursuant to Charter Section A8.409.4 shall be the date that the board issues its decision.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong Date

Nato Green Date

APPROVED AS TO FORM

Carlos Almendarez Date

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Employee Relations

City and County of San Francisco
Department of Human Resources

UP048 – PSA Transfer – Tentative Agreement

Date: _____

Time: _____

Side letter – PSA Transfer

The City and the Union understand and agree that it is important to have an open, fair and objective process for the transfer/reassignment of 9209 Community Police Service Aides. The parties further agree that it is important to increase opportunities for transfer/reassignment, consistent with the needs of the San Francisco Police Department. To ensure these shared goals, the parties agree to meet beginning no later than September 1, 2024, to develop a 9209 Community Police Service Aide transfer/reassignment process.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong Date

Nato Green Date

APPROVED AS TO FORM

Carlos Almendarez Date

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Employee Relations

City and County of San Francisco
Department of Human Resources

UP049 – Citywide Labor Management Committee – Tentative Agreement

Date: _____

Time: _____

SIDELETTER

CITY WIDE LABOR MANAGEMENT COMMITTEE

The City and the Union understand and agree that it is the objective of all parties to provide quality services to residents in a work environment that is safe for employees and in which employees' concerns about their terms and conditions of employment are discussed and addressed. To promote these shared goals, the parties agree to establish a City-Wide Labor Management Committee for SEIU-represented employees (the "SEIU-City LMC").

- a. Membership: The SEIU-City LMC shall be composed of twelve (12) core members; six (6) appointed by the Union and six (6) appointed by the City. Additional subject matter experts shall be permitted to attend meetings upon mutual agreement. SEIU represented employees shall be released in advance of SEIU-City LMC meetings for reasonable caucus time and to attend the meeting.
- b. Meeting: Upon request of the Union, the SEIU-City LMC shall meet on a bi-monthly basis following ratification of this Agreement. The meetings shall normally be scheduled for the third Wednesday of each month, unless a different date in the month is mutually agreed upon by the City and the Union. No later than seven (7) calendar days prior to the scheduled meeting, the City and the Union shall provide each other with their proposed agenda items to be discussed at the meeting. If the City does not receive the Union's proposed agenda items seven (7) days in advance, the City may cancel the meeting. Items not on the agenda shall not be discussed absent mutual agreement. Meetings shall be rotated between the parties' office locations, unless the parties agree otherwise. The meetings shall be scheduled to last at least one (1) hour and in no event shall they last more than three (3) hours.
- c. Purpose: The purpose of the SEIU-City LMC is to discuss and address issues surrounding SEIU-represented employees' terms and conditions in a constructive manner. The SEIU-City LMC members will investigate concerns that are brought to their attention and attempt to make unanimous recommendations to address concerns.
- d. Resolution of Issues: When the City decides to implement a recommendation made by the Committee, the City shall inform the Committee of the decision in writing and include an

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estimated timeframe for implementation. Should the City decide not to implement the SEIU-City LMC's recommendation, the Committee shall be informed in writing and include the reasons not to implement. The City will attempt to respond to Committee recommendations no less than sixty (60) days from when the recommendation is received, but in no case more than ninety (90) days from when the recommendation is received. Upon written request from the Union, once each fiscal year, the Mayor will meet with the Union to discuss three (3) unresolved issues. The Union will submit the three (3) unresolved issues two (2) weeks in advance of the meeting. Recommendations or decisions of the SEIU-City LMC must be consistent with the San Francisco Charter, Codes, Civil Service Rules, City policies, and provisions of this Agreement. Recommendations or decisions shall not be grievable under the grievance procedure contained in this Agreement.

- e. Nothing in this provision shall abridge or otherwise modify any right guaranteed by another provision of this Agreement. The Union and City acknowledge that this Committee does not have any authority to modify terms of this Agreement, nor to bargain over changes in wages, hours, and working conditions of bargaining unit employees.

ARTICLE II – EMPLOYMENT CONDITIONS

C. CONTRACTING OUT OF WORK

Joint Labor Management Committee on Personal Service Contracts

- 119. ~~The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:~~
- 120. 1. ~~Review areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.~~
- 121. 2. ~~Explore establishing workload forecasting by city departments.~~
- 122. 3. ~~Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.~~
- 123. 4. ~~Existing committees set out in individual union MOUs shall continue as sub-committees under this provision but shall take on specific areas of concern so as to avoid redundant efforts. Parties agree to set meeting agendas in advance to increase efficiency.~~
- 124. ~~The Committee will be comprised of eight (8) members of the PEC and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.~~

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ARTICLE II – EMPLOYMENT CONDITIONS

~~H. PHYSICAL FITNESS JOINT LABOR MANAGEMENT COMMITTEE~~

174. ~~Upon request of the Union, the City shall establish a Joint Labor Management Committee to study employee health education programs, availability of City and private facilities for physical fitness activities, and funding sources for the implementation of a City wide occupational health promotion program. The Committee shall be comprised of representatives from the Mayor, the Board of Supervisors, the Chief Administrative Officer, Department of Public Health, the Health Service System, the Recreation and Park Department, six (6) representatives from SEIU. Its committee members appointed by the Union shall serve on released time.~~

ARTICLE II – EMPLOYMENT CONDITIONS

S. Uniforms and Equipment

Sheriff’s Employee Safety Equipment Committee

211. Within sixty (60) days of the effective date of this Agreement, the Sheriff’s Department and representatives of the Union shall meet for the purposes of reaching agreement on the use and distribution of any and all equipment that may be necessary in the line of duty for all SEIU represented classifications employed in the Sheriff’s Department. Items to be discussed shall include, but not be limited to, bulletproof vests, pepper spray and restraint devices. This committee shall meet on an ongoing basis as needed. All agreements shall also include procedures for implementation of such equipment as well as training in appropriate use in accordance with all local, state and federal regulations and current best practices. This committee shall expire on June 30, 2023~~7~~.

ARTICLE III. – PAY, HOURS AND BENEFITS

H. NON-PERMANENT EMPLOYEES

Save-Our-Services Labor/Management Committee

481. Both the City and the Union recognize the need to:
- review the use of public/private partnerships;
 - review the use of personal services contracts; and
 - use “as-needed” and/or other non-permanent employees for operational purposes under certain circumstances, but desire to ensure such non-permanent appointment status is not used inappropriately.
484. In pursuit of this goal, the parties agree to the creation of an SOS Labor/Management Committee consisting of four (4) City representatives and four (4) representatives from SEIU, whose members shall be granted release time to take part in meetings of the Committee.
485. The Committee shall meet at least monthly, and shall work cooperatively to:
- a. identify and recommend processes for ending long-term provisional and as-needed employment;

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City and County of San Francisco
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- b. review utilization patterns within departments;
 - c. identify departments that may be better staffed with a higher percentage of permanent positions;
 - d. review and make recommendations on the use of public/private partnerships; and
 - e. review and make recommendations on the use of personal services contracts with the goal to reduce personal service contracts.
 - f. Identify and address those departments whose use of Prop F and As-Needed employees may be inconsistent with Civil Service Rules.
486. The Committee shall complete its work no later than the expiration of this agreement, unless the parties mutually agree to a later date. The Committee shall submit quarterly reports to the Human Resources Director and the Union.

Health Benefits for As-Needed Employees

~~491. Effective July 1, 2012, the As-Needed Health Benefits Committee will discuss the issue of federal health care reform mandated health exchanges and how they might impact health benefits for as-needed employees. The Committee will be made up of six (6) City and six (6) SEIU representatives, who will be granted release time in order to participate in Committee meetings. Individuals with expertise in this area may attend Committee meetings as appropriate. The Committee will meet at least twice monthly, and more frequently as may be mutually agreed.~~

~~492. Effective July 1, 2012, the As-Needed Health Benefits Committee will discuss the issue of federal health care reform mandated health exchanges and how they might impact health benefits for as-needed employees. The Committee will be made up of six (6) City and six (6) SEIU representatives, who will be granted release time in order to participate in Committee meetings. Individuals with expertise in this area may attend Committee meetings as appropriate. The Committee will meet at least twice monthly, and more frequently as may be mutually agreed.~~

ARTICLE III – PAY, HOURS AND BENEFITS

J. HEALTH PLAN

Joint Commitment to Raise Quality and Lower Costs

510. The City and SEIU Local 1021 shall, no later than 120 days following the execution of this agreement, form and jointly petition HSS to participate in a joint labor-management committee to do the following, including but not limited to:

511. Promote the following policy priorities:
- i. Healthcare cost and quality transparency
 - ii. Prevention of anti-competitive practices
 - iii. Fair hospital pricing and payment reform
 - iv. Health and wellness for employees
 - v. Supporting development of a common public purchasers’ position on health care transparency and accountability.

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- 512. Upon the request of the City or the Union, the Committee shall meet quarterly, or less frequently by mutual agreement, to provide opportunities for review and discussion of HSS contracting strategies, HSS studies and reports, and ideas for expanded vendor reporting and accountability, and to review, discuss and advance strategies to reduce excess health care cost growth.
- 513. The Committee shall be comprised of four (4) Union appointees and four (4) City appointees (two (2) of which may be HSS appointees). The City shall provide the Union members of the Committee, including witnesses to testify before the Committee, with fully-paid release time to participate in Committee meetings and caucuses.

ARTICLE VI – HEALTH & SAFETY

A. HEALTH AND SAFETY

Tenderloin/SOMA Safety Committee

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

Personal Protective Equipment (PPE)/Safety Labor Management Committee

746. The City shall provide PPE consistent with Federal, State and Local mandates. No later than October 1, 2022, the City and the Union shall establish a PPE/Safety Committee to discuss safety issues in the workplace, including the provision of PPE. The Committee shall meet twice annually. The goal of the members shall be to make joint City-Union recommendations related to the use and the provision of appropriate PPE.

HEALTH WORKER CLASS SERIES COMMITTEE SIDE LETTER

The SEIU, Local 1021, IFPTE, Local 21 and the City agree to establish a committee to meet and discuss the possible consolidation of the 2585, 2586, 2587 and 2588 Health Worker class series and the 2589, 2591 and 2593 Health Program Coordinator class series by January 1, 2023~~7~~. These discussions will include looking at facilitating progression through these classifications and the creation of distinct medical interpreter classifications. These discussions are not subject to the impasse resolution procedures.

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Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 Misc

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong Date

Nato Green Date

APPROVED AS TO FORM

Carlos Almendarez Date

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Employee Relations

City and County of San Francisco
Department of Human Resources

UP018 – Deletion of DEM Sideletter – Tentative Agreement

Date: 3/6

Time: _____

~~DEPARTMENT OF EMERGENCY MANAGEMENT MEET AND CONFER~~

~~Departmental Supplemental Agreement Between the Department of Emergency Management and Service Employees International Union, Local 1021~~


~~Notwithstanding the provisions outlined in the Citywide Agreement, the following provisions will apply in the Department of Emergency Management.~~

Meet and Confer

~~By no later than September 30, 2019, the Department of Emergency Management and the Union will meet and confer over the following for Classifications 8237, 8238, and 8239: (1) establishment of a pilot program to implement twelve-hour shifts; (2) amending holiday bidding procedures to allow lower seniority employees to access holiday slots; and (3) amending procedures for bidding on vacation during summer months to allow lower seniority employees to access vacation slots in June, July and August. The meet and confer process shall conclude after four (4) months from the date the parties first meet. At the conclusion of that four-month period, if the parties have not reached an agreement, either party may avail itself of the impasse resolution procedures in Charter Section A8.409-4. Arbitrator David Weinberg shall retain jurisdiction as neutral arbitrator and Chairperson to resolve such an impasse, through and until June 30, 2020.~~

Tentative Agreement:


FOR THE CITY


3/6/2024
Dania Torres Wong Date

FOR THE UNION


3/6/24
Nato Green Date

APPROVED AS TO FORM


3-6-2024
Carlos Almendarez Date

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UP036 – FINE ARTS SUPPLEMENTAL AGREEMENT – Tentative Agreement

Date: 4/10/2023

Time: AM

FINE ARTS SUPPLEMENTAL AGREEMENT

Museum Training

Training for classifications 8202 Security Guard, 8226 Museum Guard, and 8228 Senior Museum Guard shall continue by current practice. Approved training includes: P.C. 832 P.O.S.T., California Consumer Affairs Guard Card, California Affairs Gun Card (Initial and Re-qualification), Red Cross First Aid Certificate, Hazardous Material Training, Crowd Control, Customer Service Training, Emergency Response Training, and Fire Extinguisher Training **and any other training applicable and required by CalOSHA for these classifications.**

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong 4/10/2024
 Dania Torres Wong Date

Kerianne Steele 4/10/2024
 Kerianne Steele Date

APPROVED AS TO FORM

Carlos Almendarez 4-10-2024
 Carlos Almendarez Date

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UP050 – Housekeeping – Tentative Agreement

Date: 4/10/2024

Time: _____

Global housekeeping changes:

- 1) Remove gender pronouns.
- 2) Replace **8208** Park Patrol **Officer** with **8208** Park Ranger ~~and **8210** Head Park Patrol Officer with **8210** Head Park Ranger.~~
- 3) Rename Youth Guidance Center with Juvenile Justice Center.
- 4) Retitle ~~8320 Youth Counselors and 8562 Youth Counselors as Juvenile Correction Officers.~~
- 5) Retitle ~~8300 Sheriff's Cadet as Sheriff's Community Services Officer.~~
- 6) ~~2467 and 2468 become 2471 X ray tech I, II, III~~ Replace **2467 Diagnostic Imaging Technologist I, 2468 Diagnostic Imaging Technologist II, 2469 Diagnostic Imaging Technologist III, and 2470 Diagnostic Imaging Technologist IV** with **2471 Radiologic Technologist I, II, III; 2472 Radiologic Technologist Lead; 2473 Diagnostic Medical Sonographer I, II, III; and 2474 Diagnostic Medical Sonographer Lead.**
- 7) ~~2469 became 2473 Sonography tech I, II, III~~
- 8) ~~2470 became 2472 lead xray tech and 2474 lead sono tech~~
- 9) ~~911 Dispatchers will all be called 911 Dispatchers whether they work at the Airport or Downtown.~~
- 10) Rename this contract "citywide" instead of "miscellaneous."

8320/8562 COUNSELOR, JUVENILE HALL SIDE LETTER

Not later than January 1, 2025, the Union and the City shall establish a committee to meet and discuss the possible retitling of the 8320/8562 Counselor, Juvenile Hall classification. These discussions are not subject to the impasse resolution procedures.

8300 SHERIFF'S CADET SIDE LETTER

Not later than January 1, 2025, the Union and the City shall establish a committee to meet and discuss the possible retitling of the 8300 Sheriff's Cadet classification. These discussions are not subject to the impasse resolution procedures.


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Tentative Agreement:

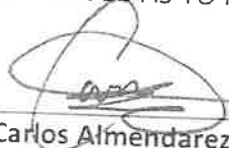
FOR THE CITY

 4/10/2024
Dania Torres Wong Date

FOR THE UNION

 4/10/20
Kerianne Steele Date

APPROVED AS TO FORM

 4-10-2024
Carlos Almendarez Date

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UP015 - Library Staffing Side Letter – Tentative Agreement

Date: _____

Time: _____

Library Pages Side Letter

The San Francisco Public Library (SFPL) is committed to enhancing the level of training and professional development and growth opportunities available to 3602 Library Page. The SFPL, DHR-Workforce Development, and SEIU 1021 agree to collaborate to develop internal training relevant to the minimum qualifications of the 3610 and 3616/3618 classifications that will position 3602 Library Pages for promotive opportunities in those classifications.

SFPL will make best efforts to ensure an equitable distribution of work hours to 3602 Library Pages to promote training opportunities.

8207 Building and Grounds Patrol Officer at the Library Side Letter – not to be included in MOU

The Library shall make a one-time request that three (3) part-time 8207 Building and Grounds Patrol Officer positions be converted to full-time positions in the Mayor’s upcoming balanced budget submission to the Board of Supervisors for fiscal years 2024-2025 and 2025-2026.

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong Date

Nato Green Date

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Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2024

SEIU, Local 1021 Misc

APPROVED AS TO FORM

Carlos Almendarez

Date

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UP032 – As Needed Bargaining Unit Members – Tentative Agreement

Date: _____

Time: _____

As-Needed Bargaining Unit Members

Effective as of the term of the MOU, the parties agree as follows:

A. Job Experience Crediting:

1. Effective July 1, 2014, the City shall implement a pilot Job Experience Crediting program to be in effect for 3 years, sunseting June 30, 2017, unless the parties mutually agree to extend the program.
2. Job Experience Crediting, as described below, shall apply to classifications in which at least fifteen percent (15%) of the total base (i.e., pay code WKP) hours worked in the classification in the twelve (12) months ending three (3) months prior to the anticipated job posting date were performed by Temporary Exempt, Category 16 employees.
3. The parties further agree that any classification may be subject to the pilot Job Experience Crediting Program by good faith mutual agreement of both parties.
4. The Department of Human Resources shall establish and administer Classification Based Examinations (“CBT”) and direct the design and administration of Position-Based Examinations (“PBT”) using a Job Experience Crediting approach that acknowledges applicant work experience(s) related to the target job classification, based on the following criteria:
 1. Recency of the relevant work experience;
 2. Relevancy of the experience to the classification for which the exam is being offered;
 3. Time served in the position where the relevant experience was obtained; and
 4. Verification of satisfactory performance associated with the relevant work experience.
5. The purpose of the Job Experience Crediting approach is to assign experience points based on the factors listed in 1 through 4, above. A two (2) part examination/selection process for the identified classifications will be administered, as follows:
 - a. All interested applicants, as part of the initial application process, will be asked to identify their relevant, recent, work experience(s), and time served in the position where the relevant experience was obtained. Verification of satisfactory

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City and County of San Francisco
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- performance associated with the relevant work experience may be required with the submission of the application.
 - b. Review of minimum qualifications (MQs) of all applicants. Only those applicants who meet, or exceed, the MQs will be invited to participate in Part 1 of the process: the qualifying examination.
 - c. Applicants who are successful in the qualifying examination will continue to Part 2: the job experience assessment.
6. Final ranking on the eligible list will be based on a combination of passing score on the qualifying examination and job experience points credited to eligible applicants.
 7. The City agrees to review the pilot Job Experience Crediting program design plan with the Labor Management As-Needed Adherence Committee prior to implementation.
 8. The City shall cooperate with requests by the Union on behalf of current non-permanent employees for data that helps establish their eligibility for the Job Experience Crediting Program.
 9. The parties shall jointly seek Civil Service Commission approval to expand the Commission’s policy to allow temporary exempt (Category 16) employees who are reachable under the certification rule to be selected for permanent appointment without participating in additional selection processes.

B. Limitations and Remedies:

1. Under this paragraph and without affecting examination eligibility for past employment, for hours worked on or after July 1, 2012, City use of TEX 16 (“As-Needed”) employees in SEIU represented classifications will be limited to operational necessity where permanent full or part-time status is not feasible or readily available (e.g., seasonal work, sporadic work, filling in for leaves or absences, vacations, emergency overtime, disasters, or classifications which are intended for training purposes only, and as otherwise provided by Civil Service Rule 102.23.6). The City may not use As-Needed (Charter Section 10.104.16) employees to avoid hiring employees in permanent status or to circumvent the denial of departmental requests to fill vacancies. Employment conditions prior to the term of this Agreement will not be sufficient standing alone to constitute a violation of this limitation, but may be admitted as evidence.
2. Violations of this side letter can be appealed through the grievance and arbitration procedure under Article IV of the MOU, and Arbitrator Robert Hirsch, or another mutually agreed upon arbitrator, shall serve as the Arbitrator. The arbitrator’s factual findings will be binding on the parties. For violations of this side letter, the arbitrator may order the City to implement appropriate affirmative remedies, including monetary relief. The arbitrator may not order relief that is inconsistent with, or interferes with, the authority reserved by the Charter to the Mayor, the Board of Supervisors, the Civil Service Commission, Retirement System, or Health Services System. This limitation includes any order affecting matters within the exclusive jurisdiction of the Civil Service Commission’s establishment and administration of the civil service merit system

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on matters that are excluded from bargaining under Charter Section A8.409-3. Under this paragraph, an arbitrator may make an advisory recommendation to the Mayor or Civil Service Commission on matters that are beyond the scope of an arbitrator's authority.

Regarding the two pending grievances asserting violations of the Side Letter (ERD Reference Nos. 00-13-2718 and 00-14-2737), the parties agree to submit the unresolved grievable issues to mediation with Arbitrator Robert Hirsch on or after November 1, 2014 during meetings of the Labor Management As-Needed Adherence Committee. If the parties are unable to resolve the issues through mediation by December 20, 2014, unless otherwise agreed to by the parties, the parties will submit the two grievances listed above, under Article IV of the MOU and in accordance with the Side Letter, to be heard by Arbitrator Robert Hirsch no later than March 1, 2015, unless otherwise agreed to by the parties, or another arbitrator if Arbitrator Hirsch declines. With respect to these two grievances, the City reserves all rights under the Meyers Milius Brown Act and with Charter section A8.409, et seq. regarding substantive arbitrability and remedy.

Notwithstanding the foregoing reservation of rights in the immediately preceding sentence, the City agrees to submit to arbitration the issue of whether the City complied with Paragraph B.1, on page 191 of the July 1, 2012 – June 30, 2014 CBA between the City and the Union.

3. Information to Enforce As-Needed Work Limitations and Remedies:

The Union acknowledges that the City will rely on data readily available through its eMerge PeopleSoft system and will fulfill Union requests for information primarily using data available through this system. To the extent practical, the City will provide the data in searchable and sortable format(s).

Consistent with the preceding paragraph, on a quarterly basis, the City will provide the Union the following information in electronic searchable format with data going back as far as is available, and in no event further back than August 2012:

- a. A listing of names, classifications and departments of all **TEX/As-Needed** employees (including Public Service Aides and Public Service Trainees) employed in the SEIU Local 1021 bargaining unit as of the date of the report;
- b. The number of hours each **TEX/As-Needed** employee (including Public Service Aides and Public Service Trainees) in the SEIU Local 1021 bargaining unit have worked as of that month

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- in the current fiscal year, and the total number of hours that employee has worked as of that month in the previous 12 months;
- c. Specification of whether each of the TEX/As-Needed employees (including Public Service Aides and Public Service Trainees) currently employed in the bargaining unit is designated as Category 16 or 17 under the Charter;
 - i. If the TEX/As-Needed employee is Category 16, the Departmental justification for the use of the category. Upon request by the Union, the City will provide more detailed information, e.g., explanation of "backfill" or "seasonal" justifications;
 - ii. If the TEX/As-Needed employee is Category 17, to the extent available in the eMerge system, the name and classification of the employee for whom they are backfilling;
- d. "Request to fill" position forms the Department submits requesting new PCS positions.

All reports will be provided via a secure file transfer protocol (FTP) transmission.

C. Labor Management As-Needed Adherence Committee

1. The existing Labor Management As-Needed Adherence Committee will continue in effect. The purpose of the Committee shall be to ensure compliance with this Side Letter, including the obligations to reduce inappropriate use of As-Needed employees. The Committee shall be tasked with identifying job classifications where there appears to be inappropriate use of As-Needed employees, and request timely corrective action. The Committee may issue quarterly reports to the Mayor, and appropriate Departments to remedy inappropriate use of As-Needed employees.
2. The Committee shall be comprised of six (6) Union appointees and six (6) management appointees. The City shall provide the Union members of the Committee, including witnesses called to testify before the Committee, with fully-paid release time to participate in Committee meetings and caucuses. The Committee will make a good faith effort to resolve disputes to avoid the necessity of the Union filing grievances alleging violations of this Article.

D. Public Service Aides/Trainees

1. Within 120 days of the effective date of this Agreement, the Department of Human Resources commits to survey City departments, who employ incumbents in the 9900 classification series, to obtain updated job descriptions (task statements) for positions allocated to the 9900 series. Copies of the surveys shall be provided to the Labor Management As-Needed Adherence Committee. Based on the survey, DHR will conduct an audit to confirm whether the duties assigned to the surveyed position(s) are consistent with the intent of the 9900 classification series. Generally work assignments consistent with the classification series include but are not limited to:
 - participating in job-related work experience opportunities,

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- performing functions and assuming responsibilities, as assigned, as training for employment in the designated target position(s), and as preparation for the target classification examinations;
 - attending remedial and/or technical education classes related to duty assignment.
2. Audit findings will be presented in a formal audit report and will be made available to the Labor Management As-Needed Adherence Committee.

DEPARTMENT OF HUMAN RESOURCES - CITY HIRING PROCESSES SIDE LETTER

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

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

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

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

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

The parties agree to the following process to review and identify San Francisco Charter Section 10.104.18 (Category 18) positions in classifications represented by the Union that are appropriate for conversion to Permanent Civil Service (PCS).

Process:

Step 1: Identify Positions for Possible Conversion

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The City shall present positions grouped by Job Classification for conversion to PCS by the target dates listed below. Should the Union disagree with a position not identified for conversion, the City and the Union will meet to discuss after the target date.

- 1) All Category 18 appointments in a classification where the number of appointments is greater or equal to 50 as of July 1, 2024. Target date: December 31, 2024.
- 2) All Category 18 appointments in a classification where the number of appointments are greater or equal to 20 as of July 1, 2024. Target date: June 30, 2025.
- 3) All remaining Category 18 appointments. Target date: December 31, 2026.

Step 2: Testing Process for Positions Converted from Category 18 to Permanent Civil Service

The testing process shall be either:

Option A:

The DHR director will propose changes to the Civil Service Rules to allow the City to use alternative merit-based selection procedures to address the positions identified for conversion to PCS, and to provide an expedited pathway for PCS appointments.

Option B:

Conduct the appropriate exam for each identified position in accordance with DHR procedures and the Civil Service Rules.

Under both Option A and B, the Union and the City agree to use "rule of the list" as the default certification rule for all eligible lists positions identified through this process.

Step 3: Duration of Probationary Period

If the successful candidate in the converted position has served in the hiring Department for at least 2,080 hours in the same classification, then the employee's probationary period shall be 40 hours, excluding any time off for leave, vacation, other types of time off (not including legal holidays), or overtime.

This process will not supersede Article II.B. Probation in the parties' MOU unless expressly agreed upon by the parties.

The parties agree to meet bimonthly for Fiscal Year 2024 – 2025 to address issues related to identification and conversion. Thereafter, the parties agree to meet quarterly.

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

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



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

Tentative Agreement:

FOR THE CITY

FOR THE UNION

Dania Torres Wong Date

Nato Green Date

APPROVED AS TO FORM

Carlos Almendarez Date

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