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Agreement between the Freight Checkers, Clerical Employees & Helpers, Local 856, Supervising Registered Nurses Unit 11.B. and the City and County of San Francisco, 2001-2003

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Freight Checkers, Clerical Employees & Helpers, Local 856, Supervising Registered Nurses Unit 11.B.

### Publication Date

2001

## Metadata header

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**IDnum** 97      **Language** English      **Country** United States      **State** CA

**Union** Freight Checkers, Clerical Employees & Helpers

**Local** Local 856

Occupations Represented
Cargo and freight agents

**Bargaining Agency** City and County of San Francisco

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 2001      **EndYear** 2003

**Source** <http://www.ci.sf.ca.us/dhr/mou/SupNurses.PDF>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

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**MEMORANDUM OF UNDERSTANDING**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**FREIGHT CHECKERS, CLERICAL EMPLOYEES & HELPERS,  
Local 856  
(Supervising Registered Nurses, Unit 11.B.)**

**For Fiscal Years  
July 1, 2000 to June 30, 2003**

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This Memorandum of Understanding (hereinafter "MOU") is entered into by the City and County of San Francisco (hereinafter "City") acting through its designated representative and the Freight Checkers, Clerical Employees and Helpers, Local 856 (hereinafter "Union").

## ARTICLE I. REPRESENTATION

### A. RECOGNITION

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

2322 Nurse Manager, Unit 11B  
2324 Nursing Supervisor, Unit 11B  
2326 Nursing Supervisor Psychiatric, Unit 11B  
2350 Instructor of Nursing, Unit 11B

2. The terms and provisions of this MOU shall also be automatically applicable to any classifications designated for inclusion in this unit for which the Union has become appropriately recognized during the term of this agreement.

### B. INTENT

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

### C. OBJECTIVE OF THE CITY

4. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.
5. The Union recognizes the City's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

**D. MANAGEMENT RIGHTS**

6. Except as modified by this agreement, the Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this agreement is in the province of the City.

**E. NO STRIKE PROVISION**

7. During the period of time this MOU is in effect, the Union and its members agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, mass absenteeism, sympathy strike or any other disruptive activities which are detrimental to the conduct of City and County business and services.

**F. NURSE REPRESENTATIVES**

8. The Union shall be entitled to a reasonable number of nurse representatives, who shall restrict their activities to the handling of grievances and shall be allowed a reasonable amount of time for this purpose.
9. Nurse representatives shall obtain permission from their supervisor before leaving their work stations to resolve grievances. This provision shall not be used to prevent the nurse representatives from performing their duties or obligations set forth in this Article; provided, however, that the use of time for this purpose shall be reasonable and shall not interfere with the requirements of the City's service.
10. Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have a nurse representative present upon request.
11. The Department may authorize employee organization representatives to orient new employees on matters concerning employee rights under the provisions of this MOU, and other matters relating to their working conditions. Newly hired employees may meet with their shop steward within their first seven days of employment. The Union agrees, at the request of an Appointing Officer, to instruct shop stewards to distribute and to counsel employees on Departmental attendance policies.

**G. UNION REPRESENTATION VISITS**

12. A duly authorized representative of the Union shall be permitted to enter a Departmental facility at reasonable times in order to conduct legitimate Union business, and when possible, give advance notice to a designated management representative of his/her presence on the premises. Such visits shall be carried out with dispatch and not interfere with the work of any employee.



**H. GRIEVANCE PROCEDURE**

13. The City and the Union recognize that it is desirable to have a uniform and objective means of resolving disputes between the parties relating to matters within the scope of representation. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

14. A grievance shall be defined as any dispute that involves (1) the interpretation or application of, or compliance with, a provision of this Agreement; (2) disciplinary suspension; or (3) disciplinary discharge.

2. Procedural Rules

15. Grievance Description. The following information shall be provided in the submission of grievances:

- a. the basis and date of the grievance as known at the time of submission;
- b. the section(s) of the contract that the Union/grievant believes has been violated; and
- c. the specific remedy or solution being sought by the Union/grievant.

16. In no event shall a grievance include a claim for money relief for more than a forty-five (45) calendar day period prior to the initiation of the grievance.

17. The management representative named in the steps of this grievance procedure may authorize a designated representative to act on his/her behalf to settle a grievance at the appropriate step.

3. Time Limits

18. The parties have agreed upon this grievance procedure to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. A step may be skipped only by agreement between both parties.

19. All time limits referred to in this section are binding on each party.

20. A time limit may be extended by the Union and the Management Official responsible for the decisionmaking at the particular step of the process by agreement entered into prior to the expiration of the time limit. This agreement must be confirmed in writing by the party initiating the extension request. Failure by the Union to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the City to follow the time limits shall serve as a basis to move the grievance to the next step.

21. Any deadline date under this procedure that falls on a Saturday, Sunday or Holiday shall be continued to the next business day.

4. Grievance Steps

22. An employee having a grievance may first discuss it with the employee's immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner. The employee may have a representative at this discussion.

23. Grievances related to a suspension or termination of an employee may be submitted initially at Step II of this procedure within thirty (30) calendar days of the date of final notice of disciplinary action.

*STEP I: IMMEDIATE SUPERVISOR*

24. If a solution to the grievance that is satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the Union may pursue the grievance further.

25. The Union shall submit a written statement of the grievance to the immediate supervisor within thirty (30) calendar days of the facts or event giving rise to the grievance, or within thirty (30) calendar days from such time as the employee or Union should reasonably have known of the occurrence thereof. In cases alleging sexual harassment, the time limit during which to file a grievance shall be four (4) months.

26. The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He/she shall respond in writing within five (5) working days.

*STEP II: DEPARTMENT HEAD/DESIGNEE*

27. Should there be no satisfactory resolution at Step I, the Union has the right to submit and advance the grievance to Step II. If the Union chooses to advance the grievance to Step II, the Union shall notify the department head or his/her designee and copied to the department's human resources office in writing within fifteen (15) calendar days of receipt of the Step I response.

28. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The department head or designee shall, within fifteen (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the date the meeting is held, whichever comes later, respond in writing to the grievant and the Union, specifying his/her reasons(s) for concurring with or denying the grievance.

*STEP III: DIRECTOR, EMPLOYEE RELATIONS DIVISION/DESIGNEE*

29. Should there be no satisfactory resolution at Step II, the Union has the right to submit and advance the grievance to Step III. If the Union chooses to advance the grievance to Step

III, the Union shall notify the Director, Employee Relations Division (a division of the City's Department of Human Resources) in writing within fifteen (15) calendar days of receipt of the Step II response.

30. The Director/designee shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing to the Union.
31. Subject to applicable law, the Director, Employee Relations Division shall have authority to settle grievances at this step.

*STEP IV: FINAL AND BINDING ARBITRATION*

32. Should there be no satisfactory resolution at Step III, the Union has the right to submit and advance the grievance to final and binding arbitration. If the Union chooses to advance the grievance to arbitration, the Union shall notify the Director of Employee Relations/designee in writing within thirty (30) calendar days of receipt of the Step III response.

Selection of the Arbitrator

33. The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within ninety (90) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the American Arbitration Association. An arbitrator may be removed from the panel by mutual consent at any time. Replacements, in the absence of mutual agreement, shall be made by American Arbitration Association appointment.
34. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days the arbitrator shall be selected from the permanent panel in accordance with the following procedure:
  - a. Arbitrators shall be listed in alphabetical order. The case shall be assigned to the next arbitrator in order, provided however that each party shall be entitled to one strike.
  - b. Following any strike options exercised by the parties, the arbitrator next in order shall be designated to hear the case.
  - c. In the event that either party strikes an arbitrator's name from the list in accordance with this section, the struck arbitrator's name shall be placed at the bottom of the list. Once struck, the same party may not again strike that arbitrator's name until that arbitrator has been selected.

35. The City and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of the Director of Employee Relation's receipt of the Union's arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within ninety (90) calendar days of his/her selection. Should the designated arbitrator be unable to comply with this requirement, the parties may by mutual agreement commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.

Arbitration Procedures

36. Except when a statement of facts mutually agreeable to the Union and the City is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties.
37. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.
38. The parties shall encourage the arbitrator to make his/her award within forty-five (45) calendar days following receipt of closing arguments or briefs. The decision of the arbitrator shall be final and binding on all parties.
39. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required.
40. Individuals who may have direct knowledge of the circumstances relating to the grievance may testify at the hearing at the request of either party. City employees shall be compensated at an appropriate rate of pay for time required for their testimony or participation in the arbitration.
41. In the event that an arbitration hearing is cancelled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

**I. PROGRESSIVE DISCIPLINE**

42. The City agrees to follow the principles of progressive discipline.

**J. BARGAINING UNIT INFORMATION**

- 43. The Department shall furnish the Union an official seniority list by the last week of January and July of each year. The seniority list will contain the names, classifications, seniority dates, and years of service of bargaining unit employees.
- 44. Upon written request by the Union, the City will provide the Union with a list of vacant bargaining unit positions, excluding positions of any employees on leaves of absences.
- 45. Upon written request by the Union, the City will provide the Union with a list of the requisitions for bargaining unit positions pending the approval process.

**K. COMMUNICATIONS WITH EMPLOYEES**

- 46. The Union shall be provided suitable space on Bulletin Boards for posting notices concerning official Union business. The location of Bulletin Boards shall be as follows:

SFGHMC	1) Human Resource Services 2) Cafeteria
LHH	1) Human Resource Services 2) Nursing Office 3) Main Lobby
Population, Health & Prevention	1) Each Health Center 2) Each separate facility (e.g., S.T.D. Clinic)
MHRF	1) Each Mental Health Center 2) Each separate facility
EMS	1) Central Emergency Aid Station
Administration	1) 101 Grove Street

## ARTICLE II. EMPLOYMENT CONDITIONS

### A. NO DISCRIMINATION

47. There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, physical or mental disability, political affiliation or opinion, gender identity, or legitimate union activities against any employee or applicant for employment by the Union or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age.
48. In the event more than one administrative remedy may be available within the City and County governmental system of San Francisco, the Union shall elect one. An individual employee may exercise whatever right he or she may have under law. Notwithstanding such exercise, the Union shall not finance more than the proceeding it elects.

### B. CHILD CARE

#### DEPENDENT CARE ASSISTANCE PROGRAM (DCAP)

49. The City agrees to continue the Dependent Care Assistance Program (DCAP) through the life of this agreement.

#### TECHNICAL ASSISTANCE

50. The Mayor and the Department of Public Health will provide technical assistance in seeking funds, developing proposals, cost estimates and developing affordable, quality child care options. Those options include: affordable on-site child care, family day care, joint legislative proposals, potential joint public and private funding sources.

### C. ACCESS TO PERSONNEL FILES

51. An employee, or on presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request.

### D. MODIFICATION OF DUTIES/TRAINING

52. The City will provide specific written notification to the Union of any plans to modify the scope of duties of represented classes prior to posting of any final action by the Department of Human Resources, and upon written request of the Union, will meet promptly with the Union as required under Government Code 3504. This section shall be subject to prior approval from the Civil Service Commission and therefore shall not be subject to the grievance procedure or arbitration.
53. Further, subject to availability of funds, the City will provide an opportunity for training to assist represented employees in meeting new requirements for their own positions arising from restructuring or in the event of layoffs.

**E. REQUESTS FOR REASSIGNMENT**

54. Employees covered by this MOU shall be given preference for reassignment within the facility based on seniority, overall performance and ability.

**F. PROBATIONARY PERIOD**

55. The definition of a probationary period shall be as provided under the Rules of the Civil Service Commission. All permanent appointees shall serve a one (1) year probationary period.
56. A probationary employee assigned to a limited duty position due to illness, injury, or other reasons shall have the duration of his/her probation extended by the duration of time assigned to limited duty.

**G. STATUS OF CIVIL SERVICE HIRING PROCESS**

57. At the request of the Union, the Department agrees to hold meetings with the Union on a periodic basis to review the status of classification and exam matters affecting the bargaining unit.

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

**A. SCHEDULES OF COMPENSATION**

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

July 1, 2000	3.50%
January 6, 2001	2.00%
July 1, 2001	3.00%
January 5, 2002	2.00%
July 1, 2002	2.50%
January 4, 2003	2.00%

60. The compensation rate for Class 2324 Nursing Supervisor with a Master's Degree shall be the same as the compensation rate for Class 2326 Nursing Supervisor, Psychiatric with a Master's Degree.

**B. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

1. Retention Bonus

Longevity Premium

61. Employees with ten (10) years or more continuous full-time or part-time service in any registered nurse classification shall be entitled to a longevity premium of \$0.36 per hour in addition to their basic hourly rate.

62. Employees with fifteen (15) years or more continuous full-time or part-time service in any registered nurse classification shall be entitled to a longevity premium of \$0.61 per hour in addition to their basic hourly rate.

63. The Longevity Premium shall sunset on June 30, 2001. Effective July 1, 2001, the Retention Bonus shall become effective.

Retention Bonus

64. Employees with ten (10) years or more continuous full-time or part-time service in any registered nurse classification shall be entitled to a retention bonus of one percent (1%) per hour in addition to their basic hourly rate.

65. Employees with fifteen (15) years or more continuous full-time or part-time service in any registered nurse classification shall be entitled to a retention bonus of two percent (2%) per hour in addition to their basic hourly rate.

2. Advancement

66. Employees appointed at Step One shall advance to the second step upon completion of six months of service. Such employees shall advance to Step Three, Step Four, and Step



Five upon completion of one year required services at the prior step. Employees shall advance to Step Six upon completion of two years of service at Step Five.

67. Employees with one year of service at Step Six shall advance to Step Seven, subject to a "competent and effective" performance evaluation rating in clinical areas.

3. Credit for Time Served in a Provisional Appointment

68. A provisional appointee in a permanent position who accepts a permanent appointment in the same class from a regular eligible list shall have his/her salary step in the permanent appointment based on the date of provisional appointment, provided the employee has served in the provisional appointment at least one continuous year immediately prior to the permanent appointment.

**C. ADDITIONAL COMPENSATION**

1. Night Duty

69. Employees shall be paid 10% more than the base rate set forth herein for hours worked in shifts designated by the Department of Public Health to be evening shifts and 20% more than the base hourly rate for hours worked in shifts designated by the Department of Public Health to be a night shift, excepting those employees participating in an authorized flex-time program who voluntarily work during hours otherwise designated as an evening or night shift.

a. Shift Differential Pay for Hours Worked

70. Employees shall receive evening or night shift differential only for actual hours worked. However, all employees who regularly work the evening or night shift as of June 30, 2000 and who have been receiving the evening or night shift differential premium in addition to base salary for paid time off shall continue to receive such differential for all hours paid.

2. Extended Tour of Duty

71. An extended tour of duty shall be a tour of duty of eight hours work completed within eleven consecutive hours but extended over more than nine hours. There shall be only one split in any tour of duty. The employees on an extended tour of duty shall be paid for time actually worked and shall be paid 50% above their base rate after the ninth hour. These provisions shall not apply to executive, administrative or professional employees.

3. Call Back (Rest Between Shifts)

72. Every full-time employee in class 2322 Nurse Manager, shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when said employee is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when said employee is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half as determined by the appropriate Annual Salary Ordinance.

73. This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative. Employees on call back resume their regular work schedule on the day after call back. If his/her regular schedule calls for him/her to come in within eight (8) hours after call back, the employee has the option to not work or work at time and one-half until he/she has twelve (12) consecutive hours rest time.

4. Weekend Schedule

74. Registered nurses who voluntarily work three out of every four weekends shall receive a premium of 10% above their base hourly wage, including shift differential, for each weekend worked.
75. A Registered Nurse shall be eligible for a weekend premium only when he/she voluntarily commits to working a three out of four weekend schedule. A weekend schedule is defined as working two separate shifts in the same weekend.

5. Supervisory Differential Adjustment

76. The Appointing Officer shall adjust the compensation of a supervisory employee whose compensation rate is established by this Agreement subject to the following conditions:
77. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
78. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
79. c. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
80. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
81. e. The compensation rate of the supervisor is less than one full step (approximately 5%) over the compensation rate, exclusive of extra pay, of the employee supervised. In determining the compensation rate of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation rate the top step of which is closest to the flat rate so converted shall be deemed to be the compensation rate of the flat rate classification.

82. f. The adjustment of the compensation rate of the supervisor shall not exceed 5% over the compensation exclusive of extra pay, of the employee supervised.
83. If the application of this section adjusts the compensation rate of an employee in excess of his/her immediate supervisor, whose class is also covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
84. g. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
85. h. The Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

6. Appointment Above Entrance Rate

86. Appointments may be made by an appointing officer at any step in the salary range.

7. Bilingual Pay

87. Employees who are assigned by their Department to a "Designated Bilingual Position" approved by the Department of Human Resources shall be granted an additional compensation of \$35.00 bi-weekly. A "Designated Bilingual Position" is one designated by the Department which requires translating to and from a foreign language including sign language as used by the hearing impaired, for a minimum of ten (10) hours bi-weekly.

8. 24-Hour Operations On-Call Pay

88. Employees who are assigned in writing by the Appointing Officer/designee to be responsible for 24-hour clinical unit operations and to carry a pager as part of that assignment shall receive \$75.00 per bi-weekly pay period, except when on leave of five (5) or more working days.

9. Lead Manager Pay

89. An employee who is assigned in writing on a fiscal year basis by the Appointing Officer or designee to perform specific leadership and employee management responsibilities (e.g., hire, approve leaves, evaluate, and discipline) for one or more employees in his or her same or equivalent class shall receive an additional five percent (5%) per hour above base salary rate for the duration of such an assignment.

**D. OVERTIME COMPENSATION**

90. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable, provided that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
91. Part-time employees assigned to shifts of eight hours or less per shift are entitled to overtime for work in excess of eight hours per day or forty hours per week.
92. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
93. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to the provisions of herein.
94. Employees occupying executive, administrative, or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked, but may be granted compensatory time off at the rate of one and one-half times for time worked in excess of normal work schedules.
95. Non-"Z" designated employees who are required or suffered to work overtime shall be paid in salary unless the individual employee requests compensatory time off in lieu of paid overtime providing the request is approved by the appointing officer. Compensatory time shall be earned at the rate of time and one-half, request to receive compensatory time shall be made in writing and shall be submitted to the appointing officer or designated representative as soon as possible and in no event later than the end of the first pay period following the pay period in which the overtime was worked. In lieu compensatory time off shall be taken at a time mutually agreeable to the employee and the appointing officer in the fiscal year earned subject to the following conditions:
  96. a. If the appointing officer and the employee are unable to mutually agree on when time off shall be taken, any accrued time off shall be paid at the end of the fiscal year; or,
  97. b. If the appointing officer and the employee mutually agree, compensatory time off may be taken off during the succeeding six (6) month period following the end of the fiscal year in which the compensatory time was earned. However, if the compensatory time cannot be

enjoyed by the employee in said subsequent six (6) month period, he/she shall be paid in cash.

**E. HOLIDAYS AND HOLIDAY PAY**

1. Holidays

98. Except as otherwise provided herein, and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

- New Year's Day, January 1,
- Martin Luther King, Jr.'s Birthday (the third Monday in January),
- Presidents' Day (the third Monday in February),
- Memorial Day (the last Monday in May),
- Independence Day, July 4,
- Labor Day (the first Monday in September),
- Columbus Day (the second Monday in October),
- Veteran's Day, November 11,
- Thanksgiving Day,
- the Day After Thanksgiving,
- Christmas Day, December 25, and
- any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.

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

2. Floating Holidays

100. In addition, employees are allowed three (3) floating holidays to be taken on days selected by the employee subject to approval of the appointing officer. Both full-time and part-time temporary employees must complete six (6) months continuous service before receiving the additional days, provided further that all part-time temporary employees who are not regularly scheduled, but are employed on an as-needed, irregular, intermittent or other irregular basis are ineligible for the additional days. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off.

Floating days off may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for floating days off not taken.

101. In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees

who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

2. Holiday Compensation for Time Worked

102. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time and one-half the usual rate in the amount of 12 hours pay for eight hours worked or a proportionate amount for less than eight hours worked, provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.
103. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

3. Holidays for Employees on Work Schedules Other than Monday Through Friday

104. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
105. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off equal to such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

4. Holiday Pay for Employees Laid Off

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

5. Employees not Eligible for Holiday Compensation

107. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled) or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

108. Exception: as-needed employees who work on Thanksgiving Day, Christmas Day or New Year's Day shall receive holiday pay. As-needed employees shall not earn entitlement for the legal holiday.

6. Part-time Employees Eligible for Holidays

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

**F. WORK SCHEDULES**

NORMAL WORK SCHEDULES

112. Unless otherwise provided in this MOU, a normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.
113. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for registered nurse classifications which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four, five, or six consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five (5)-day, forty (40)-hour a week employees.
114. All classifications of employees having a normal work day of eight (8) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, eighty (80) hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject contained in a memorandum of understanding. Such employees are eligible for overtime compensation only when they work more than their normal flex time schedule.
115. By mutual agreement the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees

on five (5) days, forty (40) hour a week schedules. Requests for alternate work schedules shall not be unreasonably denied.

116. A normal work week is a tour of duty on each of five consecutive days.

Exceptions:

117. 1. The 20-20 Educational Program.
118. 2. Specially funded training programs approved by the Civil Service Commission.
119. 3. Educational and training courses - regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
120. 4. Employees shall receive no compensation when properly notified (2 hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.
121. 5. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.
6. Special Educational Leave for Health Personnel
122. Each full-time and regularly scheduled part-time employee who has served in a classification which required registration as a registered nurse shall be allowed a maximum of forty (40) hours educational leave with pay per fiscal year or a pro rata share thereof to attend formally organized courses, institutes, work shops or classes which are related to nursing education or are necessary to achieve the particular classification's recertification or relicensure.
123. 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 granting of such leave, preference shall be given to the employee having the earliest relicensure or recertification date.
7. Voluntary Reduced Work Week
124. Employees with the approval of the appointing officer may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than sixteen (16) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.



PART-TIME WORK SCHEDULES

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

Furloughs

126. The mandatory furlough provisions of CSC Rule 20.28 shall not apply to covered employees. The provision of this subsection shall be subject to prior Civil Service Commission approval. This issue is not subject to the grievance procedure or arbitration.

COMPENSATION FOR VARIOUS WORK SCHEDULES

Normal Work Schedule

127. Compensation fixed herein on a per diem basis are for a normal eight hour work day; and on a biweekly basis for a biweekly period of service consisting of normal work schedules.

Part-time Work Schedules

128. Salaries for part-time services shall be calculated upon the compensation of normal work schedules proportionate to the hours actually worked.

**G. HEALTH INSURANCE**

1. Dependent Health Coverage

129. Employees shall be reimbursed for the cost of health insurance plan dependent coverage provided by the Health Service System pursuant to the rules of the System. Reimbursement shall be for that portion of the cost of the health plan less the cost of employee only coverage. Reimbursement shall be quarterly (July 1 through September 30, 1982 and each quarter thereafter) and shall be paid within two months of the end of each quarter. At such time as the Health Service System is able to revise its deduction program, the dependent coverage portion of the payroll deduction shall terminate and the Department of Public Health shall make the required payments directly to the System.

2. Dental Insurance

130. Employees shall be provided dental care insurance at a cost to the City not to exceed \$73.40 per month ( \$67.00 + \$6.40 for orthodontia) per employee for fiscal years 2000-2003. Said \$73.40 monthly payments shall be adjusted if necessary to ensure continuation of like benefits for the duration of this agreement.

3. Long Term Disability Insurance

131. Effective July 1, 1998, the City shall provide at its own cost to employees with (6) months continuous service a Long Term Disability ("LTD") plan that provides, after a one hundred eighty (180) day elimination period, sixty (60%) percent salary (subject to integration) up to age sixty-five. Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

4. Benefits While on Unpaid Leave

132. The City will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status in excess of twelve (12) continuous weeks, with the exception of approved sick leave, workers' compensation leave, family care leave, or mandatory administrative leave. Following expiration of the employee's family care leave, the employee may request personal leave due to hardship (pursuant to the procedures of the Department of Human Resources). Paid benefits shall continue during this approved personal leave. In addition, the City will continue payment of all regular contributions for employee health and dental benefits for an employee on a holdover list during the time period that the employee verifies that the employee does not have alternative health care coverage. The verification process shall be established by the Department of Human Resources and the Union.

**H. STATE UNEMPLOYMENT AND DISABILITY INSURANCE**

133. The City agrees to continue the enrollment of employees covered by this MOU in the State Disability Insurance program. The payment of sick leave pursuant to Rule 20 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will approximately equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.
134. The City agrees to continue participating in the State Unemployment Insurance program as long as applicable laws so require.
135. In the event this section is impacted by changes to Civil Service Rule 20, it shall be amended to conform with such rule.

**I. UNIFORM ALLOWANCE FOR DEPARTMENT OF PUBLIC HEALTH EMPLOYEES**

136. Employees who are required by management to wear and supply their own uniforms in the course of their duties shall be paid an annual uniform allowance of \$225 in January of each year of this MOU. To be eligible for the uniform allowance in January of each year, employees must have worked at least six (6) months during the preceding calendar year.

**J. LONGEVITY LEAVE**

137. Employees shall be granted paid longevity leave days in conformity with the Charter to be taken on days selected by the employee subject to approval of the appointing officer and not subject to carry-over, as follows:

After two years continuous service, one leave day.

After five years continuous service, two leave days.

After seven years continuous service, four leave days.

After ten years continuous service, six leave days.

After fifteen years continuous service, seven leave days.

138. Longevity leave days may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for longevity leave not taken.

**K. RETIREMENT PICKUP**

139. The City shall pick up the full amount of the employees' contribution to retirement.
140. The aforesaid contributions shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of, or percentage of salary.

## ARTICLE IV. WORKING CONDITIONS

### A. HEALTH AND SAFETY

#### Joint Labor-Management Occupational Safety and Health Committee

141. There is hereby created a Joint Labor-Management Occupational Safety and Health Committee consisting of ten (10) persons appointed by the Unions representing City employees and ten (10) persons appointed by the Mayor. Appointees of the Union shall serve on released time subject to departmental approval which shall not be unreasonably denied.

### B. SECURITY

142. The City shall provide security protection for employees, including guards on patrol in parking lots and adjoining areas where employees come and go to work.

### C. EDUCATIONAL LEAVE

#### 1. Eligibility Criteria

143. A nurse shall be allowed a maximum of forty (40) hours educational leave with pay per fiscal year to attend courses, institutes, workshops or classes of an educational nature provided:
144. a. The nurse applies one (1) month in advance when possible in writing specifying the course, institutes, workshop or class the nurse wishes to attend;
145. b. The nurse obtains permission from her/his immediate supervisor to attend;
146. c. Such leave shall not interfere with staffing.
147. d. A registered nurse who is entitled to apply for educational leave hours but who does not apply waives them for the year. If an eligible nurse requests educational leave before May 1 of any year for a program within the guidelines provided herein and is denied such request, the nurse may carry over the amount of leave denied not to exceed 10 hours to the following fiscal year provided, that the total accumulated educational leave may not exceed 50 hours per fiscal year.

#### 2. No Unreasonable Denial

148. Permission for such educational leave will not be unreasonably denied.

#### 3. Regularly Scheduled

149. To be eligible for educational leave, the nurse must be full-time or regularly scheduled part-time.

4. Guidelines

150. The following shall serve as guidelines for the programs covered by paid educational leave.
151. a. Formally organized courses in nursing and administration;
152. b. Formally organized courses in related subjects leading to a degree in nursing;
153. c. Formally organized seminars and symposia dealing with the contemporary practices of nursing;
154. d. Formally organized specialized courses relating to nursing practice;
155. e. Formally organized clinical nursing seminars and institutes such as Maternity and Child Health and Medical Surgical;
156. f. Formally organized specialized programs not directly involving nursing but primarily related to patient's health and welfare (e.g., Child Development, Counseling, Home Care, Community Health)
157. g. Formally organized programs for health professionals open to Registered Nurses and which deal with issues involving patient care.

5. Covered Areas

158. The various areas covered above shall include those sponsored by a hospital, education institutions, government agencies or professional associations.
159. It is agreed that the above set forth activities shall be related to nursing practices within the employing facility.
160. The nurse may be requested by management to make a report on such activity in writing to his/her immediate supervisor.

**D. LEAVE AT THE REQUEST OF THE DEPARTMENT**

161. If the Department assigns the nurse to engage in an outside educational program, this assignment shall not be charged against the nurse's educational leave.

**E. TUITION AND EDUCATION REIMBURSEMENT**

162. The City agrees to provide \$20,000 in each fiscal year covered by this MOU allocated quarterly, for the exclusive use of nurses in the classifications covered by this MOU. If any portion of said allocation remains unexpended at the end of any fiscal year in this MOU, that portion shall be carried over into the next fiscal year. The maximum annual allocation for each member shall be one thousand dollars (\$1,000) per fiscal year. Reimbursement may include the cost of required books.

**F. PROFESSIONAL LICENSING REIMBURSEMENT**

163. The City shall reimburse employees for the amount of Professional Licensing fees.

**G. PROFESSIONAL PERFORMANCE COMMITTEE**

164. Each facility whose members are represented by this Agreement shall establish a Professional Performance Committee. There shall be one Professional Performance Committee for each organizational units within the Department.
165. This committee shall prepare an agenda and keep minutes of the proceedings. A copy of all such minutes will be provided to the head of the department.
166. This committee shall meet no more than two (2) hours per month. Members will receive regular pay compensation for meeting during regular work hours.

Objectives of Professional Performance Committee:

167. a. To serve as a vehicle for communication of professional concerns in current practice or identifiable trends in nursing practice.
168. b. To identify alternative means of resolving existing problems and make recommendations to appropriate heads of department.
169. c. To provide a forum to discuss educational needs within each facility and identify and recommend alternative solutions.

**H. CONSCIENTIOUS OBJECTION TO AREAS OF MORAL OR RELIGIOUS CONCERNS**

170. The rights of patients to receive quality nursing care are to be respected.
171. It is recognized that Registered Nurses hold certain moral, ethical and religious beliefs and in good conscience may be compelled to refuse involvement with abortions and other procedures involving ethical causes.
172. Emergency situations will arise where the immediate nature of the patient's needs will not allow for personnel substitutions. In such circumstances the patient's right to receive the necessary nursing care will take precedence over exercise of the nurse's individual beliefs and rights until other personnel can be provided.

**I. COUNSELING**

173. Employees shall receive at no cost of the employee such referral services as are provided by the City and County.

**J. LAYOFFS**

174. In the event employees covered by this agreement are laid off from their position, the Department shall provide a minimum of sixty (60) days written notice prior to the effective date of layoff. The sixty (60) day advance notice shall apply only to the initial phase of layoffs and shall not apply to any subsequent displacements or bumping caused by the initial phase of layoffs.
175. The provisions of this section shall not apply to as-needed employees, employees hired for a specific period of time, or for the duration of a specific project or position. This section shall also not apply to the separation of provisional employees at the expiration of their provisional appointment or when displaced by an eligible from a list pursuant to Civil Service Commission rules and policies.

**K. BARGAINING UNIT WORK**

176. The Department agrees that for the duration of this Agreement it will not use any supervising nurses supplied by private for-profit or non-profit organizations that provide such service.
177. For the duration of this Agreement, the City agrees not to replace a bargaining unit employee with a UCSF employee.

**L. TRAINING**

1. Human Resources Training

178. The City agrees that the competent performance of supervisory duties is of the utmost importance and a benefit to all parties. Accordingly, the City will arrange for bargaining unit employees to receive applicable training regarding the City's human resource policies and procedures, applicable collective bargaining agreements, equal employment policies, disciplinary procedures, and grievance management to enhance said employees' supervisory skill base.

2. Management Training

179. The City recognizes and supports that employees in this bargaining unit wish to enhance performance of their clinical and/or managerial duties. To that end, subject to available resources, the City will endeavor to provide specific training to employees on topics such as: teambuilding; supervisory skills; applicable specialty clinical training; analytical reporting; quality management, conflict resolution; and other applicable topics.

**M. JOINT COMMITTEE FOR ADEQUATE SUPERVISION TO ENSURE SAFER WORK AND IMPROVED PATIENT CARE**

180. The City recognizes that the scope and complexity of work has changed. The City also recognizes the importance and necessity of safe working conditions for employees and their management of operations including adequate clinical supervision of quality patient care.

*ARTICLE IV. WORKING CONDITIONS*

181. In light of the above, the City and the Union will establish a committee to address the need for adequate clinical supervision. The City and the Union will each designate three (3) members to the committee. Union members will participate in committee meetings on paid time, normally not more than four (4) hours per pay period. If needed, the Director of Public Health may approve additional hours.
182. The committee will evaluate clinical supervision according to: (1) the scope and complexity of duties and (2) standards of care as identified by regulatory requirements.
183. The committee will begin within ninety (90) days of the ratification of this Memorandum of Understanding. No later than nine (9) months after the ratification of this Memorandum of Understanding, the committee will present a report of its conclusions as to the standards of adequate clinical supervision to the Director of Public Health. Any plan adopted pursuant to this paragraph is subject to budgetary authorization.
184. The City agrees to adhere to the clinical supervision standards established by this procedure, subject to budgetary authorization.
185. This section shall not be subject to the grievance procedure of this Memorandum of Understanding.



## ARTICLE V. SCOPE

### A. SCOPE OF AGREEMENT

186. The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the jurisdiction of the Board of Supervisors and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.
187. The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 1997.

### B. MEET AND CONFER

#### Advance Notice

188. Except in cases of emergency as provided below in this subsection, the Union, as well as employee representatives, if affected, shall be given reasonable advance written notice of any City personnel rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption.
189. In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such rules as are required. At the earliest practicable date thereafter, the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet and confer with the appropriate management representatives.
190. Each existing ordinance, resolution, rule or regulation over which the Board of Supervisors has jurisdiction pursuant to provisions of the San Francisco Charter, and which is specifically changed or modified by the terms of this MOU, shall be deemed incorporated in this MOU in its changed or modified form from the effective date of this MOU to and including the date of expiration thereof.

### C. SAVINGS CLAUSE

191. Should any part of this MOU be determined to be contrary to law, such invalidation of that part or portion of this MOU shall not invalidate the remaining portions hereof.

**D. DURATION OF AGREEMENT**

192. This MOU shall be in effect from July 1, 2000 through and inclusive of June 30, 2003.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Andrea Gourdine Date  
Human Resources Director

\_\_\_\_\_  
Leslie Leone Date  
Business Representative  
Freight Checkers, Clerical Employees &  
Helpers, Local 856 (Supervising Registered  
Nurses, Unit 11.B.)

\_\_\_\_\_  
Geoff Rothman Date  
Director, Employee Relations Division

Approved As To Form:  
Louise Renne, City Attorney

\_\_\_\_\_  
Linda Ross, Chief Labor Attorney Date

## INFORMATION SECTION

The following information is included for information only, and is not a part of the foregoing MOU:

Pursuant to the Charter, the City contributes whatever rate is applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. The level of benefits is set pursuant to the Charter. Coverage for temporary employees as set forth in Administrative Code Section 16.700 shall be continued for the duration of this MOU.