

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 94 **Language** English **Country** United States **State** CA

Union SEIU (Service Employees International Union) AFL-CIO

Local California Association of Interns and Residents/Committee of Interns and Residents

Occupations Represented
Physicians and surgeons
Physician assistants

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/981CAIR-SEIU/CAIR.PDF>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

**CALIFORNIA ASSOCIATION OF INTERNS AND RESIDENTS/
COMMITTEE OF INTERNS AND RESIDENTS, SEIU**

July 1, 2000 through June 30, 2003

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I. REPRESENTATION.....	1
A. RECOGNITION	1
B. INTENT.....	2
C. OBJECTIVE OF THE CITY AND HOSPITAL	2
D. RESPONSIBILITIES OF THE HOSPITAL	2
E. BARGAINING UNIT LIST	3
F. INITIATION OF MEET AND CONFER PROCESS	3
G. NO WORK STOPPAGES	3
H. USE OF DEPARTMENTAL FACILITIES	3
I. BULLETIN BOARDS	4
J. OFFICIAL REPRESENTATIVES	4
1. Official Representatives	4
2. Shop Stewards.....	5
3. Access	5
K. DUES CHECK OFF.....	5
L. AGENCY SHOP.....	5
M. GRIEVANCE PROCEDURE.....	6
1. Definition	6
2. Grievance Description	6
3. Procedure	7
4. Time Limits.....	7
5. Employee Grievance Procedure.....	7
ARTICLE II. EMPLOYMENT CONDITIONS.....	10
A. NO DISCRIMINATION	10
B. DISCIPLINARY ACTION	10
C. MAINTENANCE OF EMPLOYMENT STATUS	10
D. PROGRAM PHASE OUT.....	10
ARTICLE III. WAGES.....	11
ARTICLE IV. WORKING CONDITIONS.....	12
A. HEALTH AND SAFETY	12
Health and Safety Training.....	12
B. VOLUNTEERS	13
C. HOSPITAL STANDARDS	13
D. SECRETARIAL AND TRANSCRIPTION SERVICES.....	13
E. JOB DESCRIPTION.....	13
F. HOUSESTAFF LEVELS	14
G. HOUSESTAFF LOUNGE	15
H. SECURITY.....	15
I. INTERPRETER SERVICE.....	16
J. MEDICAL RECORDS	16
K. PHLEBOTOMY SERVICES	16
L. HOUSESTAFF RESPONSIBILITIES.....	16

M. HOSPITAL COMMITTEES	16
N. HOUSESTAFF AFFAIRS COMMITTEE.....	17
O. CPR	17
P. HOSPITAL COSTS	17
Q. TELEPHONE CALLS	17
R. LABORATORIES	17
S. MEALS.....	17
T. CHECK CASHING.....	18
U. UNIFORMS.....	18
V. ON-CALL ROOMS	18
W. HEPATITIS B VACCINE.....	19
X. BILINGUAL PAY	19
Y. EDUCATIONAL LEAVE	19
Z. LEAVE	19
AA. COMPUTER ACCESS	19
BB. MEDICAL LICENSE EXPENSE REIMBURSEMENT.....	19
CC. CAIR/CIR/SFGH PATIENT CARE FUND	20
ARTICLE V. SCOPE OF AGREEMENT.....	22
A. SAVINGS CLAUSE	22
B. DURATION OF AGREEMENT	22
 EXHIBIT A – JOB DESCRIPTIONS	
EXHIBIT B – ADMIN. CODE SECTIONS 10.25-1 through 10.25-8	
EXHIBIT C – 1990 SETTLEMENT AGREEMENT	

PREAMBLE

1. The Memorandum of Understanding (hereinafter "MOU) made this _____ day of _____, 2000, by and between the Department of Public Health of the City and County of San Francisco (hereinafter Department) and the City and County of San Francisco (hereinafter City) on behalf of all departments, commissions, officers and employees of the City and the California Association of Interns and Residents/Committee of Interns and Residents, SEIU (formerly known as the San Francisco Interns and Residents Association) representing interns and residents employed at the San Francisco General Hospital (SFGH) (hereinafter Union).
2. Whether and to what extent the University of California ("UC") or of the City and County of San Francisco controls the terms and conditions of interns' and residents' employment has been a subject of long dispute and recurrent litigation. The City and Union have now entered into a settlement agreement (referred to hereinafter as "the settlement agreement") delineating the authority of UC and the City respectively, and permanently resolving the dispute between the City and Union. The settlement agreement is set forth as exhibit C and incorporated by reference as though fully set forth herein. The parties to this MOU agree that it is their intention that it pertains only to matters which are within the authority of the City under the settlement agreement.
3. Upon signing of this MOU, the City will assign an individual the specific responsibility for keeping the Union informed of the progress of the affiliation agreement.
4. The Union will be informed about any proposals by UCSF or CCSF which affect the interns and residents and which are negotiable under the settlement agreement and given the opportunity to comment upon them in a timely manner.
5. Any proposed changes affecting interns and residents which are made by UCSF or CCSF and are negotiable under the terms or the settlement agreement and this MOU will be subject to meet and confer obligations.

ARTICLE I. REPRESENTATION

A. RECOGNITION

6. The Department and the City recognize the Union as the representative of all employees who comprise bargaining unit 8-EE, as set forth in the City's Employee Relations Ordinance while those interns and residents are serving at San Francisco General Hospital.
7. Bargaining unit 8-EE presently comprises the following classifications:
 - 2273 POST M.D. I
 - 2275 POST M.D. II
 - 2277 POST M.D. III
 - 2279 POST M.D. IV
 - 2281 POST M.D. V
 - 2283 POST M.D. VI
8. This recognition is in compliance with the certification by the Civil Service Commission.

B. INTENT

9. It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action and approval by an appropriate representative of the Hospital. Moreover, it is the intent of the City to agree only on those matters which are within its authority under the settlement agreement. The City and Hospital do not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which they have no jurisdiction.
10. Provisions of this MOU which are in conflict with provisions of ordinances, resolutions, rules, or regulations over which the City and the Hospital have jurisdiction to act, shall prevail.
11. Provisions of this MOU which are in conflict with personnel policies and other directives and rules over which the Department does have jurisdiction to act shall prevail, with the exception of relevant sections of staff by-laws of San Francisco General Hospital and Laguna Honda Hospital. Directives, rules and policies concerning conditions of employment for employees in classifications represented by the Union shall remain in effect unless specifically modified by this MOU, provided the Department may change departmental personnel policies as it deems necessary for the effective and efficient operation of the Department and in so doing, notify the Union with a written copy of proposed departmental personnel policies or proposed revisions to existing policies for informational purposes. If the Union does not respond within ten (10) calendar days from the date of the return receipt of such written information, the Department shall assume the Union does not wish to meet and confer on the proposed policy.

C. OBJECTIVE OF THE CITY AND HOSPITAL

12. It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, the Hospital, and the interns and residents. Such achievement is recognized to be a mutual obligation of the parties of this MOU within their respective roles and responsibilities.
13. The union recognizes the City's and Department's right to enforce all hospital rules and by-laws, as well as all City ordinances pertaining to individuals working at San Francisco General Hospital.
14. It is recognized that standards of performance which relate to medical practice are to be established or revised only by an appropriate medical authority.
15. The City and Department recognize their responsibility to provide adequate resources, staff and equipment to assure the delivery of high standards of health services.

D. RESPONSIBILITIES OF THE HOSPITAL

16. It shall be the exclusive responsibility of the Executive Administrator to determine the mission, merit, necessity and organization of any service or activity within the Hospital, to set standards of service and, subject to the settlement agreement, to direct the work force in meeting those standards as set forth in conformance with the Charter of the City and County of San Francisco, Meyers-Milias-Brown Act and various ordinances of the

City and County of San Francisco. It shall be the responsibility of the Executive Administrator to determine and implement administrative policies consistent with the intent of the Charter and other appropriate Federal, State, and City and County boards, commissions, and officers. The Executive Administrator shall also be responsible for reducing the forces under his/her jurisdiction to conform to the needs of the work of the Hospital, and for determining the methods, means, and personnel by which the Hospital's operation are to be conducted. These rights will be exercised in accordance with the provisions of the settlement agreement and this MOU.

E. BARGAINING UNIT LIST

17. Within two (2) months after signing this agreement, the Department shall furnish the Union with a list of all bargaining unit members. This list shall include the classification, name of each employee and budget section under which they are employed, and place of employment.
18. The Department shall furnish an update of this document at reasonable intervals upon request of the Union.

F. INITIATION OF MEET AND CONFER PROCESS

19. Negotiations conducted for the purpose of renegotiating this MOU shall be conducted by authorized bargaining representatives of the Department and City and the Union. The parties shall notify each other initially in writing of the names of their authorized bargaining representatives and thereafter of any changes which may occur. All such written communication from the Union shall be signed by a Co-Chair or their authorized representative.
20. Negotiations for the purpose of renegotiating this MOU shall be held at times and places mutually convenient at the request of either party. The party requesting the meeting shall inform the other reasonably in advance of the subjects to be discussed. Except in urgent cases, such notification shall be in writing.

G. NO WORK STOPPAGES

21. During the period this MOU is in force and effect, the Union and each member of the bargaining unit covenant and agree that she/he/it will not authorize, engage in or participate in any strike, work slowdown, or any form of work stoppage against the City including but not limited to absenteeism, observing picket lines, or any other form of sympathy strike.
22. Sympathy strikes are prohibited under the MOU entered into between the Union and the City and County of San Francisco. If in negotiations with other City unions under MMB, the City agrees to language which would expressly permit or expressly authorize sympathy strikes of other city unions, the City will meet and confer with the Union concerning modifications of the MOU.

H. USE OF DEPARTMENTAL FACILITIES

23. Departmental facilities will be made available for use by the Union or its representatives for the purpose of holding Union meetings during off duty time periods subject to the

availability of such facilities. The Union will provide timely advance notice of such meetings to the designated Departmental representative.

I. BULLETIN BOARDS

24. 1. A bulletin board exclusively for the use of housestaff shall be established or designated on the second floor of the Main Hospital Building near the Cafeteria.
25. 2. Distribution of Union Information:
26. a) Distribution of official Union literature and materials by a Union member, shop steward, business agent or other Union representative will be permitted provided:
 - (1) the intern/resident distributes such literature outside his regular working hours;
 - (2) the distribution of literature to interns/residents on duty will be accomplished during their breaks (rest periods) or before or after their work shifts;
 - (3) the above right shall not interfere with patient care or with the operations of the Department.
27. b) The Hospital agrees to provide interns and residents at the time of their sign-up a Union Information Packet supplied by the Union.

J. OFFICIAL REPRESENTATIVES

1. Official Representatives

28. The Union may select as many as two (2) doctor employee members from the bargaining unit for the first 200 employees in the bargaining unit. The additional doctor employee member may be selected for each additional 250 employees or fraction thereof. These official representatives may attend, during regular duty or work hours, without loss of compensation, meetings scheduled with the Executive Administrator or his designated representative to meet and confer on matters within the scope of representation as modified by the settlement agreement affecting the bargaining unit, and to participate in the discussion, deliberation, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:
 - a) The Union's duly authorized representative shall inform, in writing, the Executive Administrator and Chief of Service or his or her designee under whom each selected member is employed that such member has been selected.
 - b) No selected member shall leave the duty or work station or assignment without the specific approval of the Chief of Service or his or her designee.
 - c) The scheduling of meetings and release of employees shall also be contingent upon the operating needs of the Hospital, as determined by the Executive Director.

29. Release time will not be granted to individuals who are the only doctor assigned to a particular work site until replacement personnel are readily available.

2. Shop Stewards

30. The number and location of shop stewards shall be mutually agreed upon by the Hospital and the Union. Upon notification of an appropriate Chief of Service or designee, stewards or designated officers of the Union, subject to approval of the Executive Director which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that shop steward release time will be equitably distributed. Shop stewards shall not interfere with the work of any intern or resident. It shall not constitute interference with the work of an intern or resident for a shop steward, in the course of investigating or processing a grievance, to interview the intern/resident during the intern/resident's duty time.
31. Business representatives shall receive timely notice of and shall be permitted to make appearances at departmental orientation sessions in order to distribute Union materials and to discuss intern/residents' rights and obligations under this MOU.

3. Access

32. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this MOU are being carried out and for the purpose of conferring with interns and residents, provided that access shall be subject to such rules and regulations as may be agreed to in writing by the Department and the Union.

K. DUES CHECK OFF

33. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from interns' and residents' pay upon receipt by the Controller of a form authorizing such deductions by the intern/resident. The City shall pay over to the designated payee all sums so deducted. Cost of dues deductions shall be determined and paid pursuant to the Employee Relations Ordinance, Section 16.220 – Dues Deductions.
34. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the intern/resident.

L. AGENCY SHOP

35. Upon request of the Union, the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classifications represented by the Union.
36. If agency shop is approved by a majority of those eligible to vote, the City agrees to establish an agency shop within the represented unit.

37. 1. Thereafter, for the term of this MOU, all interns and residents shall become and remain members of the Union or shall, in lieu thereof, pay a service fee to the Union, so long as they are on paid status at SFGH.
38. 2. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union, and shall be determined in accordance with applicable law, including any required appeal procedures. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.
39. 3. Payroll Deductions. The Controller shall make membership fee or service fee deductions, as appropriate from the regular periodic payroll warrant of each represented intern/resident. Service fees from non-members shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. The City shall also deduct premiums for insurance programs and political action fund contributions upon receipt by the Controller of a form authorizing said deduction.
40. 4. Financial Reporting. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decisionmaker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending. The City's obligation to deduct agency fees is conditioned upon the Union's implementation of constitutionally adequate procedures pursuant to this paragraph.

M. GRIEVANCE PROCEDURE

1. Definition

41. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement. Discipline, discharge, and matters not expressly covered by this Agreement shall not be subject to the grievance procedure.

2. Grievance Description

42. The Union and the City agree that the following guidelines will be used 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 which the Union believes has been violated;
 - c) The specific remedy or solution being sought by the Grievant.

3. Procedure

43. In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance.
44. The management representative named in the Steps of this grievance procedure may appoint a designated representative to act on his/her behalf with the accompanying authority to settle the grievance at the appropriate grievance step.
45. Upon advance notification, subject to management approval, which shall not be unreasonably withheld, the Hospital shall grant reasonable time off for Housestaff Officers to participate in grievance proceedings.
46. The Hospital shall notify the Union in writing of all grievances filed by Housestaff Officers, all grievance hearings and grievance responses. The Union shall have the right to have a representative present at any grievance hearing and shall be given at least forty-eight (48) hours notice of all grievance hearings.
47. A Housestaff Officer may be assisted at all stages of the grievance procedure set forth below by representatives of the Union.

4. Time Limits

48. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. Steps are skipped only with the express, prior approval of the other party.
49. All time limits referred to in this section are binding on each party.
50. A time limit may be extended by the Union and the Management Official responsible for the decision making 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.
51. Any deadline date under this procedure that falls on a Saturday, Sunday or Holiday shall be continued to the next business day.

5. Employee Grievance Procedure

52. A grievance may be brought by the Union on behalf of an individual Housestaff Officer or group of Housestaff Officers or by the Union alone, and shall be undertaken pursuant to a three step grievance and arbitration procedure as follows:

a. Step I – Executive Administrator/designee

53. The Union shall submit a written statement of the grievance to the Executive Administrator/designee 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 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.

54. The Executive Administrator/designee shall meet with the grievant and his/her representative within ten (10) days of receipt of the grievance. The Executive Administrator/designee shall respond in writing within ten days after initial receipt of the grievance, or within ten (10) days of the date the meeting is held, whichever comes later.

b. Step II – Health Department’s Director of Human Resources/Labor Relations/designee

55. If the grievance is not satisfactorily resolved in Step I, the written grievance shall be advanced containing a specific description of the basis for the claim and the resolution desired, and submitted to the Director of Human Resources/Labor Relations or his/her designee within ten (10) calendar days of receipt of the Step I response. The parties shall meet within ten (10) calendar days, unless a mutually agreed upon alternative is established. The Director of Human Resources/Labor Relations/designee shall, within ten (10) 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.

c. Step III – Director, Employee Relations/Arbitration
Director, Employee Relations/Designee

56. If the decision of the Director of Human Resources/Labor Relations/ designee is unsatisfactory, the grievant and/or his/her representative shall, within ten (10) working days of receipt of the Director of Human Resources/Labor Relations/designee’s decision, submit the written grievance to the Employee Relations Director so that the grievance may be heard and resolved by an arbitrator. Prior to the selection of an arbitrator, the Employee Relations Director (or designee) shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the Director of Human Resources/Labor Relations/designee. The Director, Employee Relations/designee shall have seven (7) working days after the receipt of the written grievance in which to review and seek resolution of the grievance.

Arbitration

57. If the Director, Employee Relations/designee is unable to informally resolve the grievance to the mutual satisfaction of the grievant and the Director of Human Resources/Labor Relations/designee, the grievance shall be submitted to an arbitrator. The arbitrator shall be selected by mutual agreement between the grievant, or the grievant's representative and the City. If the grievant, or the grievant's representative and the City are unable to agree on the selection of an arbitrator, they shall jointly request the State Conciliation Service to submit a list of five (5) arbitrators who have had considerable experience as an arbitrator in public employment disputes. The grievant, or the grievant's representative and the City shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the arbitrator. Whether the employee, or

his/her representative and the City deletes the first name in the alternating process of deleting names, shall be determined by lot.

58. Except when a statement of facts mutually agreeable to the grievant 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.
59. It shall be the duty of the arbitrator to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the arbitrator.
60. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement. The award of the arbitrator shall be final and binding.
61. 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.

ARTICLE II. EMPLOYMENT CONDITIONS

A. NO DISCRIMINATION

62. The Hospital and the Union agree that neither shall discriminate against any intern or resident because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, sexual preference, marital status, or gender identity nor shall a person be the subject of sexual harassment. Confidential and expedited procedures for the handling of complaints of sexual harassment shall be utilized.
63. Neither the Department nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against any intern or resident because of the exercise of rights pursuant to the Employee Relations Ordinance of the City and the Meyers-Milias-Brown Act.

B. DISCIPLINARY ACTION

64. There shall be no disciplinary action against any individual initiated by San Francisco General Hospital. Any concerns or complaints by the Hospital will be registered with the University of California who will then act in accordance with University Procedures. The Hospital will implement any recommendations made by the University. Nothing in this section shall prevent the Executive Director, pursuant to hospital by-laws and in the interest of public safety, from barring an intern or resident from the premises. In the event the Executive Director exercises such authority, the Union shall be notified within 24 hours and given an opportunity to respond.

C. MAINTENANCE OF EMPLOYMENT STATUS

65. The Department and the City agree that the employment status of intern and resident physicians as stated in the Settlement Agreement between the CCSF and the Union shall not be altered during the duration of this MOU without the written consent of the Union.

D. PROGRAM PHASE OUT

66. To the extent that such matters are within the direct control of CCSF, an incumbent resident covered by this MOU shall not be prevented from completing his/her current residency year because of a decision by the City to reduce the number of residents authorized by the Salary Ordinance in the program or because a program is being "phased out" at the request of the City. The Hospital will give incumbent residents and the Union six (6) months before it phases out a residency program or before it eliminates positions in that program.

ARTICLE III. WAGES

67. As set forth in paragraph two of this MOU, whether and to what extent the University of California ("UC") or the City and County of San Francisco controls the terms and conditions of residents' employment has been a subject of long dispute and recurrent litigation.
68. The City and the Union are parties to a longstanding settlement agreement which delineates the scope of local conditions the City is committed to negotiate with the interns and residents. Wages are not bargainable pursuant to that agreement.
69. In October 1999 the Public Employment Relations Board granted interns and residents collective bargaining rights with UC except when working at SFGH and other non-University owned facilities. (See UC Regents and UC Association of Interns and Residents, 24 PERC para 31004 (affirming the decision of the ALJ, 22 PERC para 29033 (January 21, 1998)).
70. The extent to which those decisions impact the parties' rights and obligations under the settlement agreement is not clear. The City was not joined as an indispensable party and did not participate in either proceeding.
71. Pending an opportunity to resolve issues pertaining to the impact of the PERB decision upon the Settlement Agreement, the City agrees to provide the Union with the following wage increases during the life of this MOU.
- | | |
|-----------------|-------|
| July 1, 2000 | 3.00% |
| January 6, 2001 | 2.50% |
| August 4, 2001 | 2.00% |
| January 5, 2002 | 3.00% |
| August 3, 2002 | 3.50% |
72. The Parties agree that the City does not waive any rights or obligations regarding the scope of bargaining as set forth in the Settlement Agreement or any legal remedies it may pursue with respect to the PERB decisions referenced herein.

ARTICLE IV. WORKING CONDITIONS

A. HEALTH AND SAFETY

73. The City and the Hospital acknowledge their responsibility to provide safe, healthful work environments for Hospital employees and users of hospital services. Every intern and resident has the right to safe and healthful working conditions.
74. No intern or resident shall suffer adverse action by the City due to his or her refusal to:
- a. perform hazardous or unsafe tasks at the request of the City;
 - b. enter hazardous or unsafe working areas; or
 - c. perform work which has been made unsafe or hazardous as a result of the conduct or inaction of City agents.
75. In determining whether a particular activity is hazardous or unsafe, the parties shall take into account the fact that the very nature of interns and residents work involves daily exposure to communicable diseases and highly infectious matter. Evaluation of whether a given risk is unacceptable shall be based upon all surrounding facts, including the practices and conditions at similar health care institutions in Northern California.
76. If the City and union representative concur that such a task or area is unsafe, the City will request that the University reassign the intern/resident until the hazard is eliminated. If the City and Union representative do not concur and the matter is within the City's area of responsibility under the settlement agreement,
- 77. a. the intern/resident or union may request the University to reassign the intern/resident until the alleged hazard is eliminated, and
 - 78. b. upon request by the intern/resident, union or City, the matter shall be submitted to the Chair of the Hospital Health and Safety Committee for action.
79. If the matter remains unresolved after submission to the Chair of the Hospital Health and Safety Committee, the matter may be submitted to the grievance procedure for final resolution.
80. The Hospital, upon request, shall provide the Union that information which the Hospital is required to generate for CAL OSHA requirements.
81. The Hospital and the Union agree to utilize the Hospital Health and Safety Committee to address housestaff health and safety concerns, and will make every reasonable effort to resolve those concerns. The Hospital agrees that the Union may designate representatives to serve as official members of the committee.

Health and Safety Training

82. The Hospital shall provide all interns and residents with training in health and safety, including but not limited to, training on safety devices, protection against infectious diseases, handling of hazardous materials, chemical spills and use of personal protective

equipment. Upon advance notification to the appropriate management personnel, release time shall be granted to interns and residents to attend health and safety training sessions at least once per rotation at SFGH. The Housestaff Affairs Committee, in consultation with the SFGH Safe Devices Committee, will meet to discuss implementation of this provision.

B. VOLUNTEERS

83. The Department shall not utilize volunteer intern/resident physicians to reduce the number of paid intern/resident physicians or to limit housestaff positions covered by this MOU. A volunteer intern/resident physicians is one who serves without compensation or with only nominal compensation from any source.

C. HOSPITAL STANDARDS

84. The Hospital recognizes that clinical, staffing and physical plant standards must be set at the highest practical level. To that end, the Department shall maintain compliance with all the standards of the Joint Commission of Accreditation of Hospitals and the regulations of Title 22, California Health and Safety Code as they related to the San Francisco General Hospital Medical Center.
85. The Hospital and Union will make a good faith attempt to maintain SFGH emergency equipment in good condition and sufficient amounts. Good condition and sufficient amounts are to be determined by the medical executive committee if disputed.

D. SECRETARIAL AND TRANSCRIPTION SERVICES

86. The Hospital agrees to request and the City agrees to fund one 1440 Medical Transcriber Typist for the purposes of handling transcription services for outpatients.

E. JOB DESCRIPTION

87. It is agreed that all house officers are physicians in various University of California post-doctoral training programs. For a part of all of these programs, they are appointed as interns or residents at San Francisco General Hospital for varying lengths of time, under the supervision of their training program director and the respective Chief of Service at San Francisco General Hospital Medical Center.
88. The Hospital further agrees that all house officers are physicians who have responsibilities for the professional treatment and care of patients. These responsibilities may include but are not limited to the diagnosis, evaluation, and therapeutic treatment of patients, and other related physician duties. Attached hereto for informational purposes only, "Exhibit A", are Civil Service job specifications for classifications 2275, 2277, 2279, 2281, and 2283.
89. The above responsibilities are carried out under the direction of the individual service chiefs, department heads, or designees, in accordance with the house officer's level of training.
90. The Hospital will conscientiously attempt to assign adequate support service staffing to appropriate classifications rather than to housestaff. Except in cases specifically relevant

to training, the housestaff shall not regularly and recurrently perform duties normally assigned to positions in other classifications. It is contemplated that such support services will include but not be limited to phlebotomy, I.V. placements, and patient transport. The housestaff and the Union shall utilize the housestaff affairs committee as a means of addressing any problems or disputes arising from issues of staffing or duties. The hospital hereby makes a firm commitment to seek a good faith resolution of any disputes or issues not resolved in committee.

F. HOUSESTAFF LEVELS

91. The Hospital and the Union recognize that excessive work hours for housestaff are inconsistent with optimum patient care and high standards of training. Accordingly, if, during the term of this MOU,
92. state legislation is enacted which imposes a state-mandated maximum of hours for interns and residents, the City shall make reasonable and good faith efforts to pursue such additional funds from the state as may be necessary to increase interns and residents staffing levels;
93. UC implements new staffing guidelines which are inconsistent with SFGH intern and resident staffing practices, the City shall make reasonable and good faith efforts through and with UC to ensure that intern and resident staffing practices at SFGH are consistent with any such new UC staffing guidelines; and
94. the size or scope of operations or number of bargaining unit members at SFGH are modified in a manner which significantly and materially changes interns and resident work hours, the City shall meet and confer with the Union over the effects of such modification to the extent permissible under the settlement agreement, and shall otherwise make reasonable and good faith efforts through and with UC to ensure that any such modification does not adversely affect intern and resident work hours.
95. Nothing in this section may be read to require the City either (a) to request or fill intern and resident positions which, because of legal or practical limitations upon the size of UC's residency program, are not available through UC; or (b) to act for UC or to exercise authority granted to the University under the terms of the settlement agreement.
96. The Housestaff Affairs Committee will serve as the principal forum for discussing with housestaff issues of house and other staffing levels. The Committee will investigate strategies for achieving optimum patient care and high standards of training and shall be available as a resource to the service chiefs and housestaff. In the event that appropriate work schedules and hours cannot be maintained at current staffing levels, in the judgment of the University and Department, the Department shall request additional funds for staffing for the appropriate job tasks from the Mayor and Board of Supervisors which shall make a good faith attempt to obtain and appropriate funds for the additional staffing. The problem shall be resolved as expeditiously as possible.

G. HOUSESTAFF LOUNGE

97. The Hospital shall continue to provide the housestaff with a lounge in the main Hospital for their exclusive use. The Hospital agrees to allow maintenance of two desks, a typewriter, a bookshelf, and a telephone with an outside line for the use of all Housestaff. These facilities may also be used by the Union business representative, but are in no way for the reserved or exclusive use of any the Union representative.
98. The Hospital agrees to allow the Union to lock up the typewriter, except that any housestaff officer may reserve the use of and have access to the storage key. The Union agrees to provide for maintenance costs for their typewriter.
99. Violation of this agreement by the Union may result in denial of access to the lounge of the business representative and/or removal of items listed above. Any such action by the Hospital is subject to the grievance procedure.

H. SECURITY

100. The Hospital staff shall make a good faith effort to maintain adequate security at San Francisco General Hospital.
101. Property Damage: The City's liability for property damage is limited to the provisions of Section 10.25-1 through 10.25-8 of the City's Administrative Code, as amended, a copy of which is attached to this MOU as Exhibit B. The filing of claims, in accordance with Section 10.25-4 shall be initiated in the SFGH personnel office.
102. Housestaff, when faced with possible bodily harm without provision of adequate security, may leave the location and immediately take responsibility to notify security and take any other appropriate steps to resolve the situation.
103. The Hospital agrees to continue to allow interns and residents who are on call, or on a Pediatrics Clinic or ER Swing Shift (starting at 11 a.m., noon, 1 or 2 p.m.), access to parking in those restricted zones agreed upon by the Union and Hospital Administration. The Hospital agrees to provide twenty-six (26) parking spaces in the Emergency Lot B for housestaff who are on call at SFGH. In addition, the Hospital will provide thirteen (13) placards for use in the Emergency Lot B for housestaff use only between the hours of 6 p.m. to 8 a.m. Any changes in current housestaff parking privileges shall be by mutual agreement of the Hospital and the Union. However, nothing in this section shall limit the Hospital's right to make overall changes in parking arrangements which would affect all non-management Hospital employees including interns and residents – e.g., instituting paid parking, building new parking facilities and/or eliminating existing facilities. Such proposed overall changes which affect housestaff parking shall be subject to meet and confer.
104. Call Room Security: The Hospital will ensure the security of housestaff call rooms. Call rooms will have magnetic card door locks and window locks in rooms with windows. The 3B call room security will include a magnetic card door lock on the unit. The Hospital agrees to install the aforementioned locking systems by December 31, 2000. The Union acknowledges that call room keys are the property of CCSF and shall be returned by housestaff at the completion of their rotation at SFGH.

I. INTERPRETER SERVICE

105. The Hospital agrees to maintain interpreter services 24 hours a day, seven days a week. The Hospital is committed to providing a sufficient number of interpreters for the provision of adequate patient care. The Hospital agrees to meet regularly with housestaff representatives to discuss interpreter services.

J. MEDICAL RECORDS

106. The Hospital and the Union agree that prompt access to patient records is essential for responsible patient care. For this reason, medical records shall be available to all house officers at all times, 24 hours a day, seven days a week, within a reasonable period of time. Housestaff shall comply with all hospital policies and regulations regarding the use, completion and return of all medical records.

K. PHLEBOTOMY SERVICES

107. The Department agrees to continue the a.m. and p.m. blood draws utilizing phlebotomist(s).

L. HOUSESTAFF RESPONSIBILITIES

108. Clinical Policies – Housestaff shall comply with the medical staff policies of San Francisco General Hospital Medical Center and of the clinical department to which they are assigned.
109. Hospital Policies – Housestaff shall comply with existing administrative policies of San Francisco General Hospital Medical Center as may apply to their assignment and tenure at SFGHMC. New policies will be complied with except where they are in conflict with the MOU, or are subject to meet and confer under the settlement agreement. The Department agrees to furnish the Union with a written copy of such proposed departmental personnel policies or proposed revisions to existing policies for informational purposes.
110. Hospital Property – Housestaff shall utilize hospital property in a proper, careful, and responsible manner. This includes, but is not limited to, the use of diagnostic and therapeutic equipment, the use of hospital facilities such as ward labs, and the proper handling and speedy return of medical records. Further, common sense standards of cleanliness, orderliness, and consideration for use by others shall dictate use of all hospital facilities.

M. HOSPITAL COMMITTEES

111. The Hospital will recommend and support that Union appointed Housestaff representatives be included as voting members on various hospital committees as listed herein: Pharmacy and Therapeutics, Quality Assurance, Medical Executive, Laboratory Advisory, Abortion and Sterilization, Ambulatory Health Evaluation Sub-Committee, Critical Care, Infection Control, Medical Records, Operating Room, Self Accreditation, Sub-Committee on Inter-Disciplinary Practice and Utilization Review.

N. HOUSESTAFF AFFAIRS COMMITTEE

112. The Housestaff Affairs Committee (HAC) shall be established as a standing hospital committee. The Committee shall be composed of representatives of the Union and of the Hospital. The Housestaff Chapter Co-chair will select a reasonable number of housestaff representatives to ensure full housestaff representation. The Hospital shall select its own representatives which shall include CHN Chief Medical Officer, SFGH Executive Administrator, and SFGH Chief of Staff.
113. The HAC will meet regularly to discuss any matters of interest to its members relating to housestaff affairs. Such issues shall include but not be limited to: implementation or interpretation of contractual issues, informatics, housestaff schedules, staffing levels and ancillary services. Any member of the HAC has the right to place an item on the Committee's agenda.
114. The Committee will establish times and dates of meetings, and other rules for its own proceedings. Secretarial time will be provided by management for typing and for distributing Committee minutes.
115. Recommendations of the Committee shall be submitted in writing to appropriate persons within administration, medical staff, and housestaff union for consideration.
116. Agreements reached by the HAC which are approved by the Executive Administrator will be implemented by the Hospital.

O. CPR

117. The Hospital shall provide a course in basic CPR and Advanced Cardiac Life Support in accordance with the standards of the American Heart Association. These shall be available on an annual basis at SFGH Medical Center.

P. HOSPITAL COSTS

118. The Hospital agrees to make available in appropriate places the prices charged patients and sponsors for hospital care, services, procedures, and medications.

Q. TELEPHONE CALLS

119. All incoming phone calls shall be transferred to housestaff as soon as practicable, and phone services shall be provided for twenty-four (24) hour beeper call.

R. LABORATORIES

120. The Hospital and the Union agree to make every effort to maintain housestaff laboratories at the hospital in good shape and in good condition and properly equipped. Housestaff will make every effort to keep the labs clean.

S. MEALS

121. The City and the Department agree to provide interns and residents with meal cards good for breakfast, lunch, and dinner when working at SFGH. The Union recognizes that these passes are for the exclusive use of the individual to whom the pass is issued and that

improper use or abuse of this privilege may result in the discontinuance of such privilege for that individual.

122. The midnight meal arrangement for housestaff shall continue.
123. Housestaff may maintain a microwave oven in the Housestaff Lounge after appropriate inspection for electrical safety. It shall be the responsibility of the Housestaff to maintain cleanliness and sanitation of the oven.
124. A minimum of one vegetarian entrée per meal will be available in the SFGH cafeteria. In the event of a price increase in the cafeteria, the allotment per meal for interns and residents will be adjusted accordingly.

T. CHECK CASHING

125. The Hospital agrees to maintain the same check cashing privileges for Housestaff as for any employee of SFGH.

U. UNIFORMS

126. The Hospital agrees to continue making available sets of whites (jacket and either pants or skirts), the number of same to remain at the current level, to Housestaff who do not already receive whites from UCSF.
127. The Hospital agrees to explore ways to streamline the checkout and exchange systems presently used for “scrubs”.
128. The Hospital agrees to continue providing laundry services of uniforms free of charge.

V. ON-CALL ROOMS

129. The Hospital agrees to provide sleep quarters for on-call housestaff at a level that is at least equivalent to the number currently provided, with two beds per room whenever possible. The sleep rooms will have locking doors, beds in good repair, and two phones per room where needed. Whenever possible, sleep rooms will have lockers and private bathroom facilities. They will be cleaned at least three times per week and beds will be made daily. Two sleep rooms of two beds each will be designated for female housestaff. It is recognized by the Union, however, that these designations may be ignored or altered by the housestaff, and that the Hospital is not responsible for enforcing this provision. Clean sheets, towels, and blankets will be provided. The Hospital will maintain dedicated sleep rooms except in emergency situations.
130. The Hospital acknowledges the importance of call room location to adequate patient care. The Hospital shall make every effort to assign call rooms to housestaff within a reasonable distance to housestaff work areas. If a change in call room location is necessary, in order to reduce any adverse impact on patient care, the Hospital shall notify the affected housestaff and the Union thirty (30) days prior to instituting such change, unless emergency conditions make such notice impracticable. The parties agree that issues concerning housestaff on-call rooms may be a topic of discussion at the Housestaff Affairs Committee.

W. HEPATITIS B VACCINE

131. The Hospital shall provide Hepatitis B vaccine to house officers on the SFGH payroll upon request at no cost to the house officer.

X. BILINGUAL PAY

132. An employee who routinely and consistently provides a minimum of ten (10) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of thirty-five dollars (\$35.00) biweekly. A “designated bilingual position” is a position designated by the Hospital which requires translation to and from a foreign language, including sign language for the hearing impaired and Braille for the visually impaired.

Y. EDUCATIONAL LEAVE

133. The City and Hospital agree to comply with the University of California’s leave policy as it pertains to the members of the bargaining unit.

Z. LEAVE

134. House officers shall continue to be eligible for whatever leave is conferred by the University, including but not limited to medical, sick, maternity, jury duty, bereavement, and personal leave.

AA. COMPUTER ACCESS

135. The Hospital will provide networked computer access in all resident work areas including clinics. Providing remote access to clinical systems is a goal of the Community Health Network.

136. The Hospital agrees to add six (6) computer terminals that are networked to the Community Health Network and have internet access. Installation will be as follows: two (2) in the call rooms located in the basement; two (2) in the 3B area of the call rooms; and two (2) in the housestaff lounge (second floor).

BB. MEDICAL LICENSE EXPENSE REIMBURSEMENT

137. In recognition of residents who devote a significant amount of their training experience and service at San Francisco General Hospital, the Hospital will provide partial reimbursement for the cost of the fee for the initial application and medical license required by the State of California. The Union and the Hospital agree that the medical licensure is required by the State of California and is subject to the provisions of the Business and Professions Code sections 2605, 2605(a) and 2605(b). This expense reimbursement applies only to licenses provided by the Division of Licensing of the Medical Board of California for physicians and surgeons, not to Drug Enforcement Administration (DEA), or any other license.

138. Reimbursement shall be prorated as follows:

- Residents who spend three to six months or rotations at SFGH in their second year shall be reimbursed twenty-five percent (25%) of the total cost of their medical license and application.
- Residents who spend six or more months or rotations at SFGH in their second year shall be reimbursed fifty percent (50%) of the total cost of their medical license and application.
- Residents who do not meet this criteria, but who can verify that they will average three or more months or rotations at SFGH during their second and third year shall be reimbursed as follows:
 - a) three to six months or rotations – 25%
 - b) six or more months or rotations – 50%

139. Eligibility for the Medical License Expense Reimbursement shall be limited to second year residents. To be eligible, the resident must provide his/her anticipated second year schedule (and third year if necessary) at SFGH and confirm his/her good standing with his/her residency program. Verification of anticipated schedule and good standing must be confirmed by the Residency Program Director, the Dean's Office at SFGH, and approved by the Executive Administrator of the Hospital. Residents failing to meet the requirements to remain in good standing as defined by their individual residency programs are not eligible for reimbursement of the initial license fee as outlined herein.

140. The Medical License Expense Reimbursement will be paid only upon presentation of evidence of payment of the full cost of the licensing fee. The Hospital will not honor reimbursement requests submitted after the date that the resident starts his/her third year.

CC. CAIR/CIR/SFGH PATIENT CARE FUND

141. Providing quality patient care is the core mission of both the intern and resident physicians who make up the San Francisco chapter of CIR and the San Francisco General Hospital. To further advance this mission, both parties recognize that providing intern and resident physicians direct access to SFGH resources for the purchase of needed medical equipment, patient materials or educational supplies will increase the efficiency of the Hospital and the quality of care it provides. Therefore, CIR and SFGH agree to the following:

142. San Francisco General Hospital will establish a special fund for the purchase of needed medical equipment, patient materials or educational supplies necessary to improve patient care at SFGH. This fund will be known as the Committee of Interns and Residents Patient Care Fund.

143. The elected officers of the SFGH CIR chapter will establish a CIR Patient Care Fund Committee made up of SFGH interns and residents who will be responsible for reviewing purchase requests and making recommendations to the San Francisco Director of Public Health or his designee. Any SFGH intern or resident may make a request to the Committee.

144. Committee recommendations accepted by the Director of Public Health or designee will be forwarded to the SFGH purchasing department, which will procure the requested items using CIR Patient Care Fund money. SFGH will be responsible for the reasonable upkeep and maintenance of the items purchased. All decisions regarding upkeep and maintenance of items purchased lie solely within the discretion of the Hospital.
145. Should the Director of Public Health or designee reject a proposal, written notice will be provided to the Committee within 30 days. Decisions by the Director of Public Health or designee are final and not subject to the grievance procedure of this Agreement.
146. SFGH agrees to contribute to the Patient Care Fund the following amounts during the Agreement:
- | | |
|--------------|----------|
| 2000 – 2001: | \$10,000 |
| 2001 – 2002: | \$43,000 |
| 2002 – 2003: | \$68,000 |
147. Money in the Fund which is not used at the end of the fiscal year may be carried forward subject to authorization by the Controller.

