

**MEMORANDUM OF UNDERSTANDING**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**COMMITTEE OF INTERNS AND RESIDENTS, SEIU**

**July 1, 2006 through June 30, 2009**

**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 .....13**

- A. HEALTH AND SAFETY.....13
  - Health and Safety Training ..... 13
- B. VOLUNTEERS .....14
- C. HOSPITAL STANDARDS .....14
- D. SECRETARIAL AND TRANSCRIPTION SERVICES .....14
- E. JOB DESCRIPTION .....14
- F. HOUSESTAFF LEVELS .....15
- G. HOUSESTAFF LOUNGE.....16
- H. SECURITY.....16
- I. INTERPRETER SERVICE .....17
- J. MEDICAL RECORDS.....17
- K. PHLEBOTOMY SERVICES .....17
- L. HOUSESTAFF RESPONSIBILITIES .....17

M. HOSPITAL COMMITTEES .....	17
N. HOUSESTAFF AFFAIRS COMMITTEE .....	18
O. CPR.....	18
P. HOSPITAL COSTS .....	18
Q. TELEPHONE CALLS.....	18
R. LABORATORIES .....	18
S. MEALS .....	18
T. CHECK CASHING .....	19
U. UNIFORMS.....	19
V. ON-CALL ROOMS.....	19
W. HEPATITIS B VACCINE.....	20
X. BILINGUAL PAY .....	20
Y. EDUCATIONAL LEAVE.....	20
Z. LEAVE .....	20
AA. COMPUTER ACCESS.....	20
BB. MEDICAL LICENSE EXPENSE REIMBURSEMENT .....	20
CC. CAIR/CIR/SFGH PATIENT CARE FUND.....	21
<b>ARTICLE V. SCOPE OF AGREEMENT .....</b>	<b>23</b>
A. SAVINGS CLAUSE.....	23
B. DURATION OF AGREEMENT.....	23

EXHIBIT A – JOB DESCRIPTIONS

EXHIBIT B – ADMIN. CODE SECTIONS 10.25-1 through 10.25-8

EXHIBIT C – 1990 SETTLEMENT AGREEMENT

**ARTICLE I - REPRESENTATION**

**PREAMBLE**

1. The Memorandum of Understanding (hereinafter "MOU) made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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.

**ARTICLE I - REPRESENTATION**

**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

## **ARTICLE I - REPRESENTATION**

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

## **ARTICLE I - REPRESENTATION**

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.

**ARTICLE I - REPRESENTATION**

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, voluntary political action contribution (PAC), 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. The voluntary political action contribution (PAC) deductions shall commence as soon as administratively possible but no later than October 1, 2006.
35. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the intern/resident.

**L. AGENCY SHOP**

36. 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.
37. 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.



**ARTICLE I - REPRESENTATION**

38. 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.
39. 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.
40. 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.
41. 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 decision maker 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

42. 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

43. 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.

## **ARTICLE I - REPRESENTATION**

### **3. Procedure**

44. 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.
45. 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.
46. 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.
47. 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.
48. A Housestaff Officer may be assisted at all stages of the grievance procedure set forth below by representatives of the Union.

### **4. Time Limits**

49. 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.
50. All time limits referred to in this section are binding on each party.
51. 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.
52. 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**

53. 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*

54. 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

**ARTICLE I - REPRESENTATION**

alleging sexual harassment, the time limit during which to file a grievance shall be four (4) months.

55. 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*

56. 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*

57. 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

58. 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

**ARTICLE I - REPRESENTATION**

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

59. 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.
60. 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.
61. 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.
62. 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**

63. 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.
64. 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**

65. 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**

66. 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**

67. 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**

68. 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.
69. 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.
70. 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)).
71. 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.
72. 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-rates during the life of this MOU (July 1, 2006 through June 30, 2009):
73. Effective July 1, 2006, the monthly wage rates shall be as follows:

Post MD1	\$4,043.75
Post MD2	\$4,159.25
Post MD3	\$4,303.00
Post MD4	\$4,448.67
Post MD5	\$4,660.75
Post MD6	\$4,798.08

74. Effective June 30, 2007, the monthly wage rates shall be as follows:

Post MD1	\$4,205.50
Post MD2	\$4,325.62
Post MD3	\$4,475.12
Post MD4	\$4,626.61
Post MD5	\$4,847.18
Post MD6	\$4,990.01

**ARTICLE III – WAGES**

75. Effective June 28, 2008, the monthly wage rates shall be as follows:

Post MD1	\$4,331.67
Post MD2	\$4,455.39
Post MD3	\$4,609.37
Post MD4	\$4,765.41
Post MD5	\$4,992.60
Post MD6	\$5,139.71

76. 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**

77. 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.
78. 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.
79. 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.
80. 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,
- 81. a. the intern/resident or union may request the University to reassign the intern/resident until the alleged hazard is eliminated, and
  - 82. 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.
83. 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.
84. The Hospital, upon request, shall provide the Union that information which the Hospital is required to generate for CAL OSHA requirements.
85. 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

86. 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



## **ARTICLE IV – WORKING CONDITIONS**

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**

87. 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**

88. 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.
89. 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**

90. 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**

91. 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.
92. 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.
93. 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.
94. The Hospital will conscientiously attempt to assign adequate support service staffing to appropriate classifications rather than to housestaff. Except in cases specifically relevant

**ARTICLE IV – WORKING CONDITIONS**

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**

95. 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,
96. 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;
97. 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
98. 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.
99. 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.
100. 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.

## **ARTICLE IV – WORKING CONDITIONS**

### **G. HOUSESTAFF LOUNGE**

101. The Hospital shall continue to provide the housestaff with a lounge in the main Hospital for their exclusive use. The Hospital agrees to maintain two desks, a computer, 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.
102. The Hospital agrees to allow the Union to lock up the computer, 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 computer.
103. 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.
104. For FY2006-2007, the Hospital agrees to a one-time expenditure of up to Two Thousand Dollars (\$2,000) to purchase a hospital compliant sofa, chair(s) and/or lamp(s).

### **H. SECURITY**

105. The Hospital staff shall make a good faith effort to maintain adequate security at San Francisco General Hospital.
106. 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.
107. 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.
108. 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 shall provide a total of no more than forty-six (46) entries per day into Emergency Lot B for housestaff who are on call at SFGH. 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.
109. 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.

## **ARTICLE IV – WORKING CONDITIONS**

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**

110. 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**

111. 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**

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

### **L. HOUSESTAFF RESPONSIBILITIES**

113. 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.
114. 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.
115. 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**

116. 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.

**ARTICLE IV – WORKING CONDITIONS**

**N. HOUSESTAFF AFFAIRS COMMITTEE**

117. 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.
118. 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.
119. 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.
120. Recommendations of the Committee shall be submitted in writing to appropriate persons within administration, medical staff, and housestaff union for consideration.
121. Agreements reached by the HAC which are approved by the Executive Administrator will be implemented by the Hospital.

**O. CPR**

122. The Hospital shall provide, free of charge, 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**

123. 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**

124. 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**

125. 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**

126. 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

## **ARTICLE IV – WORKING CONDITIONS**

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.

127. The midnight meal arrangement for housestaff shall continue.
128. 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.
129. 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**

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

### **U. UNIFORMS**

131. 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.
132. The Hospital agrees to explore ways to streamline the checkout and exchange systems presently used for “scrubs”.
133. The Hospital agrees to continue providing laundry services of uniforms free of charge.

### **V. ON-CALL ROOMS**

134. 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.
135. 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

**ARTICLE IV – WORKING CONDITIONS**

issues concerning housestaff on-call rooms may be a topic of discussion at the Housestaff Affairs Committee.

**W. HEPATITIS B VACCINE**

136. 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**

137. An employee who routinely and consistently provides more than forty (40) 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 sixty dollars (\$60.00) 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**

138. 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**

139. 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**

140. The Hospital will provide networked computer access in all resident work areas, including clinics. Computer access between SFGH to the clinics, and vice versa, will be provided. The Hospital will provide a sufficient number of computers necessary for the Residents and Interns to perform their regular work, such as the present system of drafting and printing patient orders, researching of medical literature, and reviewing patients’ lifetime clinical records. Nearby printer access will be provided. The Hospital will provide 24-hour technical support to maintain and utilize the existing computer system. Nothing in this section shall be construed to require the Hospital to expend unreasonable funds, nor to purchase or provide additional, non-Hospital controlled database or subscription services.

141. 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**

142. 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

**ARTICLE IV – WORKING CONDITIONS**

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.

143. 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%

144. 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.

145. 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**

146. 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:

147. 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.



**ARTICLE IV – WORKING CONDITIONS**

148. 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.
149. 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.
150. 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.
151. Effective July 1, 2006, SFGH agrees to contribute to the Patient Care Fund \$102,000 in fiscal year 2006-2007 (July 1, 2006-June 30, 2007). The additional \$4,000 (an increase to the \$98,000 that SFGH contributed FY2005-2006) is to be used exclusively for: medical books and journals; exams; wearable medical equipment; computer and digital equipment, including handheld PDA's; medical software items for employees in the unit; and conference registration excluding travel and lodging. Money in the fund not used at the end of the fiscal year shall be carried forward to the following fiscal year.
152. SFGH agrees to contribute to the Patient Care Fund \$112,000 in each of fiscal years 2007-2008 (July 1, 2007-June 30, 2008) and 2008-2009 (July 1, 2008-June 30, 2009). Money in the fund not used at the end of the fiscal year shall be carried forward to the following fiscal year.
153. Up to \$34,000, but no more, of the Patient Care Fund may be used annually to fund and pay for: medical books and journals; exams; wearable medical equipment; computer and digital equipment, including handheld PDA's; medical software items for employees in the unit; and conference registration excluding travel and lodging. Residents who spend no less than three (3) months and up to six (6) months on rotation at SFGH in a fiscal year will be entitled to reimbursement not to exceed \$150 in that fiscal year. Residents who spend six (6) or more months on rotation at SFGH in a fiscal year will be entitled to an additional \$50, not to exceed a total \$200 reimbursement in that fiscal year. Residents who spend less than three (3) months on rotation at SFGH in a fiscal year will also be entitled to reimbursement not to exceed \$150 if during that fiscal year and the previous fiscal year they have spent more than three (3) total months on rotation at SFGH.



**SAN FRANCISCO CIVIL SERVICE COMMISSION**

**CLASS TITLE: POST M.D. II**

**CHARACTERISTICS OF THE CLASS:**

Under the supervision of the medical staff, acquires beginning level supervised professional experience in a medical specialty; renders on special assignment medical and/or surgical care by examining, diagnosing and treating patients; supervises the work of assigned interns; and performs related duties as required.

**MINIMUM QUALIFICATIONS:**

Training and Experience: Possession of the degree of Doctor of Medicine or a D.O. (Doctor of Osteopathy) degree from a recognized school of medicine and completion of an internship of one year at a hospital approved for the training of interns by the American Hospital Association; or an equivalent combination of training or experience deemed comparable by the Director of Public Health.

License: Appointees in this classification are required to possess, or to be eligible for, a valid license to practice medicine in the State of California.

**CLASS TITLE: POST M.D. III**

**CHARACTERISTICS OF THE CLASS:**

Under the general supervision of the medical staff, acquires second-year supervised professional experience in a medical specialty; renders specialized medical and/or surgical care; supervises the activities of interns and Assistant Residents I; and performs related duties as required.

**MINIMUM QUALIFICATIONS:**

Training and Experience: Possession of the degree of Doctor of Medicine or a D.O. (Doctor of Osteopathy) degree from a recognized school of medicine and completion of one year as a Resident Physician at a hospital approved for such training by the American Hospital Association; or an equivalent combination of training or experience deemed comparable by the Director of Public Health.

License: Appointees in this classification are required to possess, or to be eligible for a valid license to practice medicine in the State of California.

**SAN FRANCISCO CIVIL SERVICE COMMISSION**

**CLASS TITLE: POST M.D. IV**

**CHARACTERISTICS OF THE CLASS:**

Under the direction of the medical staff, acquires advanced third-year professional experience in a medical specialty; renders specialized medical and/or surgical care on an advanced level; supervises the activities of interns and subordinate Assistant Residents; and performs related duties as required.

**MINIMUM QUALIFICATIONS:**

Training and Experience: Possession of the degree of Doctor of Medicine or a D.O. (Doctor Of Osteopathy) degree from a recognized school of medicine and completion of two years as a Resident Physician at a hospital approved for such training by the American Hospital Association; or an equivalent combination of training or experience deemed comparable by the Director of Public Health.

License: Appointees in this classification are required to possess, or to be eligible for a valid license to practice medicine in the State of California.

**CLASS TITLE: POST M.D. V**

**CHARACTERISTICS OF THE CLASS:**

Under the direction of the medical staff, acquires fourth-year supervised professional experience in a medical specialty; performs responsible duties involving specialized medical and/or surgical care; supervises a group of interns and subordinate Assistant Residents; and performs related duties as required.

**MINIMUM QUALIFICATIONS:**

Training and Experience: Possession of the degree of Doctor of Medicine or a D.O. (Doctor Of Osteopathy) degree from a recognized school of medicine and completion of three years as a Resident Physician at a hospital approved for such training by the American Hospital Association; or an equivalent combination of training or experience deemed comparable by the Director of Public Health.

License: Appointees in this classification are required to possess, or to be eligible for a valid license to practice medicine in the State of California.

**SAN FRANCISCO CIVIL SERVICE COMMISSION**

**CLASS TITLE: POST M.D. VI**

**CHARACTERISTICS OF THE CLASS:**

Under the general direction of the medical staff, acquires top level supervised advanced training in a medical specialty; exercises responsibility for the, direction of the activities of an assigned group of interns and Assistant Residents of all grades engaged in providing specialized medical and/or surgical care; and performs related duties as required.

Appointees to this classification are selected from Assistant Resident Physicians serving their final year in residence in a medical specialty. This selection is made on the basis of the individual's ability to discharge the duties of the position.

**MINIMUM QUALIFICATIONS:**

Training and Experience: Possession of the degree of Doctor of Medicine or a D.O. (Doctor Of Osteopathy) degree from a recognized school of medicine and enrollment as a Assistant Resident Physician in the final year of the medical service to which appointment is made; or an equivalent combination of training or experience deemed comparable by the Director of Public Health.

License: Appointees in this classification are required to possess, or to be eligible for a valid license to practice medicine in the State of California.

**SAN FRANCISCO ADMINISTRATIVE CODE**

**SEC. 10.24. CLAIMS IN FAVOR OF THE CITY AND COUNTY - SETTLEMENT.**

(a) **Claim Under \$25,000, Not Litigated.** Any claim in favor of the City and County of San Francisco which does not exceed in amount the sum of \$25,000; and is not the subject of litigation may be settled and compromised on the written recommendations of the department head, or of the board or commission in charge of the department in favor of which such claim is made, and the City Attorney.

(b) **Claim Over \$25,000, Not Litigated.** If the claim exceeds in amount the sum of \$25,000; and is not the subject of litigation, the same may be settled and compromised only on the written recommendations of the department head, or the board or commission, and the City Attorney, and the approval of the Board of Supervisors by resolution.

(c) **Litigated Claim Under \$25,000.** Any litigated claim in favor of the City and County in which the total claim does not exceed in amount the sum of \$25,000; may be settled and compromised by the City Attorney upon written recommendation of the head of the department in favor of which such claim is made, subject to the written approval of the Mayor or the Mayor's designee with respect to the departments under the Mayor's jurisdiction and subject to the approval by resolution of the board or commission having jurisdiction over such department in other cases. (Amended by Ord. 103-86, App. 3/28/86; Ord. 278-96, App. 7/3/96; Ord. 392-97, App. 10/17/97)

**SEC. 10.25. EXCEPTIONS TO FOUR PRECEDING SECTIONS.**

The provisions of Sections 10.21 to 10.24 of this Code shall not apply to claims referred to the Bureau of Delinquent Revenue Collection, pursuant to the provisions of Sections 10.37 to 10.42 of this Code. (Ord. No. 8346 (1939), Sec. 5; amended by Ord. 314-00, File No. 001909, App. 12/28/2000)

**SEC. 10.25-1. OFFICERS AND EMPLOYEES INCLUDED WITHIN THE PROVISIONS OF SECTIONS 10.25-1 THROUGH 10.25-7.**

The provisions of Section 10.25-1 through 10.25-7 shall apply only to uniformed officers and employees of:

- (a) The Police Department;
- (b) The Fire Department;
- (c) The Sheriff's Department; and
- (d) The Municipal Railway. (Added by Ord. 90-62, App. 3/28/62)

**SAN FRANCISCO ADMINISTRATIVE CODE**

**SEC. 10.25-2. UNIFORMED OFFICERS AND EMPLOYEES DEFINED.**

Uniformed officers and employees are those members of departments listed in Section 10.25-1 who are required by Charter, ordinance or rule of their department to possess a uniform in connection with their employment, whether or not such uniform was worn at the time of the claimed damage. (Added by Ord. 90-62, App. 3/28/62)

**SEC. 10.25-3. REPLACEMENT OR REPAIR OF DAMAGED EQUIPMENT, PROPERTY OR PROSTHESES OF UNIFORMED OFFICERS AND EMPLOYEES.**

Uniformed officers and employees may recover part or all of the cost of replacing or repairing equipment, property or prostheses which has been damaged or destroyed in the line of duty and without fault of the officer or employee in the manner provided in Sections 10.25-4 through 10.25-7. (Amended by Ord. 72-81, App. 2/5/81)

**SEC. 10.25-4. TIME IN WHICH VERIFIED CLAIM MUST BE FILED.**

A verified claim must be filed with the department head of the officer or employee within 30 days after the date upon which the damage is alleged to have occurred. (Added by Ord. 90-62, App. 3/28/62)

**SEC. 10.25-5. REQUISITES FOR PAYMENT; AVAILABILITY OF FUNDS; CERTIFICATION OF DEPARTMENT HEAD.**

Payment under the provisions of this Section shall be made by the Controller when:

- (a) A verified claim has been filed;
- (b) The department head certifies to the Controller that the damage occurred in the line of duty and that the amount certified for payment is fair and reasonable; and
- (c) Funds are available for the purpose. (Added by Ord. 90-62, App. 3/28/62)

**SEC. 10.25-6. LIMITATION ON RECOVERY.**

Subject to the approval of the Controller and the Board of Supervisors by resolution, the department head of each department specified under Section 10.25-1 may by regulation establish classifications of equipment, property or prostheses that are, in the opinion of such department head, reasonably necessary in the performance of the uniformed officer's or employee's duties and set the maximum amount not to exceed actual value which may be recovered for the replacement or repair of specific items within such classifications. Such department heads shall notify all uniformed officers and

**SAN FRANCISCO ADMINISTRATIVE CODE**

employees by periodic informational bulletins or similar means of all regulations authorized by this Section. (Amended by Ord. 72-81, App. 2/5/81)

**SEC. 10.25-7. CONTROLLER TO ESTABLISH RULES AND REGULATIONS.**

The Controller shall establish such rules and regulations and devise such forms as he or she deems necessary to carry out the purposes of this Section. Observance of such rules and regulations and the use of such forms shall be binding and obligatory on the claimant and the department head concerned. (Added by Ord. 90-62, App. 3/28/62)

**SEC. 10.25-8. CLAIMS FOR DAMAGED OR DESTROYED PROPERTY; NON-UNIFORMED EMPLOYEES.**

(a) **Cost of Repair or Replacement.** Officers and employees other than those listed in Section 10.25-1 may recover part or all of the cost of replacing or repairing equipment, property or prostheses which have been damaged or destroyed in the line of duty and without fault of the officer or employee in the manner provided in Sections 10.25-1 through 10.25-7 of this Code, unless otherwise provided in this Section.

(b) **Claims for \$1,000 or Less.** For claims made in the amount of \$1,000 or less, the Controller shall make payment when:

- (1) A verified claim has been filed;
- (2) The department head certifies to the Controller that:
  - (A) The damage occurred in the line of duty, and
  - (B) The amount certified for payment is fair and reasonable; and
- (3) Funds are available for the purpose.

(c) **Claims for Over \$1,000.** For claims made in amounts greater than \$1,000, the Controller shall make payment when:

- (1) A verified claim has been filed;
- (2) The department head certifies to the Controller that:
  - (A) The damage occurred in the line of duty,
  - (B) The amount certified for payment is fair and reasonable, and



**SAN FRANCISCO ADMINISTRATIVE CODE**

(C) The damage occurred without fault of the officer or employee and was occasioned by unusual circumstances or the occurrence of an extraordinary event;

(3) The Controller concurs in the certification of the department head;

(4) That Board of Supervisors approves by resolution payment of all or part of the claim; and

(5) Funds are available for the purpose. (Added by Ord. 478-97, App. 12/30/97)

**SEC. 10.25-9. CLAIMS FOR STOLEN PROPERTY; NON-UNIFORMED EMPLOYEES.**

(a) **Cost of Replacement.** Officers and employees other than those listed in Section 10.25-1 may recover part or all of the cost of replacing equipment, property or prostheses which have been stolen through no fault of the officer or employee while in the course of his or her duties in the manner provided in Sections 10.25-1 through 10.25-7 of this Code, unless otherwise provided in this Section.

(b) **Claims for \$1,000 or Less.** For claims made for the amount of \$1,000 or less, the Controller shall make payment when:

(1) A verified claim has been filed;

(2) The department head certifies to the Controller that:

(A) The property, equipment or prostheses were necessary to the performance of the duties of the position,

(B) The theft occurred in the course of the officer's or employee's duties, and

(C) The amount certified for payment is fair and reasonable;

(3) Funds are available for the purpose.

(c) **Claims for Over \$1,000.** For claims made for amounts greater than \$1,000, the Controller shall make payment when:

(1) A verified claim has been filed;

(2) The department head certifies to the Controller that:

(A) The property, equipment or prostheses were necessary to the performance of the duties of the position,

**SAN FRANCISCO ADMINISTRATIVE CODE**

- (B) The theft occurred in the course of the officer's or employee's duties, and
- (C) The amount certified for payment is fair and reasonable;
- (3) The Controller concurs in the certification of the department head; and
- (4) The Board of Supervisors approves by resolution payment of all or part of the claim; and
- (5) Funds are available for the purpose. (Added by Ord. 478-97, App. 12/30/97)

**SEC. 10.25-10. AIRPORTS COMMISSION LEGAL PROCEEDINGS.**

Notwithstanding any other provision of the Administrative Code, the Airports Commission is authorized to settle, dismiss or compromise any legal proceeding, including, but not limited to, any litigation or adjudicatory or enforcement proceeding before a court, administrative body, federal, State or local enforcement body, hearing officer or arbitrator, brought for or against the City which involves any property or matter under the jurisdiction of the Airports Commission in which the total monetary amount, if any, does not exceed \$100,000, but only upon the recommendation of the City Attorney. (Added by Ord. 216-96, App. 7/3/96; amended by Ord. 90-02, File No. 020268, App. 6/14/2002)

**SEC. 10.25-11. AIRPORTS COMMISSION UNLITIGATED CLAIMS.**

Notwithstanding any other provision of the Administrative Code, the City Attorney, with the consent of the Airports Commission, is authorized to settle, dismiss or compromise unlitigated claims or demands which involve any property or matter in which the total monetary amount, if any, does not exceed \$100,000. (Added by Ord. 216-96, App. 7/3/96; amended by Ord. 90-02, File No. 020268, App. 6/14/2002)

**SEC. 10.25-12. SETTLEMENT OF GRIEVANCE FILED PURSUANT TO VALID MEMORANDA OF UNDERSTANDING.**

(a) Notwithstanding any other provision of the Administrative Code, the Human Resources Director is authorized to settle grievances filed pursuant to valid memoranda of understanding in an amount not to exceed \$50,000 for class action grievances, and not to exceed \$50,000 for any individual grievances, or for any individual who is part of a class action settlement. All settlements pursuant to this Section shall require the approval of the City Attorney and certification by the Controller of the existence of sufficient funds to pay the settlement in the appropriate department budget.

**SAN FRANCISCO ADMINISTRATIVE CODE**

(b) Notwithstanding any other provision of the Administrative Code, appointing officers are authorized to settle grievances filed pursuant to valid memoranda of understanding in an amount not to exceed the equivalent of 45 days of a grieving employee's compensation. All settlements pursuant to this Section shall be in accordance with the policies and procedures of the Department of Human Resources and shall require the approval of the City Attorney and certification by the Controller of the existence of sufficient funds to pay the settlement in the appropriate department budget.

(c) The Human Resources Director shall file with the Board of Supervisors on a quarterly basis, beginning July 15, 1997, for the period of April 1, 1997 through June 30, 1997, a written report identifying and summarizing all settlements approved under the provisions of this Section. (Added by Ord. 96-97, App. 3/21/97; amended by Ord. 390-98, App. 12/24/98)

**SEC. 10.26. DEPOSIT OF MONEY RECEIVED.**

Any and all money received by any officer, board or commission in the settlement or adjustment of any claim in favor of the City and County shall be forthwith deposited in the treasury of the City and County by the officer, board or commission receiving the same. (Ord. No. 8346 (1939), Sec. 4)

**SEC. 10.27. OVERPAYMENT OF SALARY OR WAGES.**

Whenever any person whose salary or wage is paid out of the treasury of the City and County has been paid an amount in excess of that which such person was entitled to have received, such person shall, upon the demand of the Controller, pay back into the treasury such excess salary or wage.

In the event the repayment of such excess salary or wage in one payment would cause undue hardship on such person, the Controller may, with the concurrence of the City Attorney, permit the repayment to be made in equal monthly or biweekly installments.

In the event of termination of service of such person before full repayment has been made, such person shall not be paid any of his or her retirement accumulations or credits, until repayment has been made in full.

The City Attorney is hereby authorized and directed to take such action as may be necessary to effect full recovery of any unpaid amount. (Ord. No. 8346 (1939), Sec. 6)

**SEC. 10.27-1. CONTROLLER MAY OFFSET.**

The Controller may, in his or her discretion, offset any amount owed to the City and County by a person or entity against any amount owed by the City and County to such person or entity. (Added by Ord. 127-63, App. 5/28/63)

**SAN FRANCISCO ADMINISTRATIVE CODE**

**SEC. 10.27-2. CONTROLLER MAY OFFSET - IF AMOUNT OWED IS INSUFFICIENT.**

If the amount owed to a person or entity is insufficient to offset all amounts owed by such person or entity to the City and County, the amount available for offset may be applied in such manner as the Controller deems proper. (Added by Ord. 127-63, App. 5/28/63)

**SEC. 10.27-3. CONTROLLER MAY OFFSET - WHEN AMOUNT BECOMES PAYABLE.**

Whenever an amount against which an offset has been made becomes payable, the Controller may, in his or her discretion, draw a warrant or warrants for the offset amount in favor of the concerned City and County department, board or commission to which the offset money is owed. The balance remaining, if any, may be paid the person or entity to whom due. (Added by Ord. 127-63, App. 5/28/63)

**SEC. 10.27-4. CONTROLLER MAY OFFSET - WHEN PERSON FAILS TO BILL FOR PAYMENT.**

In event the person or entity against whom an offset has been made is required to bill or otherwise make demand for payment and refuses or neglects to do so, when requested by the Controller, the concerned City and County department, board or commission shall file with the Controller a certificate setting forth the facts and make such billing or demand upon behalf of the person or entity. If approved by the Controller, it shall have the same force and effect as though it were a bill or demand made by the person or entity. (Added by Ord. 127-63, App. 5/28/63)

**SEC. 10.27-5. CONTROLLER MAY OFFSET - NET AMOUNT.**

The amount due and payable to any person or entity by the City and County is the net amount otherwise owed such person or entity after giving effect to any offset as provided in Sections 10.27-1 to 10.27-4. (Added by Ord. 127-63, App. 5/28/63)

**SEC. 10.27-6. CONTROLLER MAY OFFSET - SECTION 16.32 NOT ABRIDGED.**

The provisions of Sections 10.27-1 to 10.27-5, inclusive, neither amend nor abridge those of Section 16.32 (Bill No. 1125, Ordinance No. 4.073 (C.S.) No. 5) of this Code. (Added by Ord. 127-63, App. 5/28/63)

**SEC. 10.27-7. CONTROLLER MAY OFFSET - HEARING.**

**SAN FRANCISCO ADMINISTRATIVE CODE**

Prior to imposing any offset authorized by Sections 10.27 and 10.27-1, the Controller shall inform the person or entity against whose entitlement to money the offset will be asserted that notice has been received from a City and County department, board or commission that the person or entity may owe money to the City and County. The Controller shall notify the person or entity in writing as to the amount and reason for the offset and such person or entity shall be entitled to a hearing by the Controller. If requested by the person or entity, the Controller shall fix a time and place for said hearing and cause all parties to be notified not less than 15 days before the date of such hearing. Each party shall have the right to be represented by counsel, or other person of their choosing, to call and examine witnesses, to impeach any witness regardless of who called said witness to testify, and to rebut adverse evidence. The department, board or commission shall have the burden of proving by a preponderance of the evidence that money is owed to the City and County. Within 15 days following the hearing, the Controller shall issue his or her decision to all parties. (Added by Ord. 313-87, App. 7/17/87)

SETTLEMENT AGREEMENT

May 8, 1990

This is a settlement agreement and covenant not to sue between the CITY AND COUNTY OF SAN FRANCISCO; the CONTROLLER, the BOARD OF SUPERVISORS, the CITY ATTORNEY ("CCSF") and the SAN FRANCISCO INTERNS AND RESIDENTS' ASSOCIATION ("SFIRA"). The terms of this agreement are binding on all City departments, officials and employees. They are also binding on SFIRA and all bargaining unit members serving at San Francisco General Hospital ("SFGH") for as long as this agreement remains in effect.

The purpose of this agreement is to resolve permanently a long-standing dispute regarding the employment status of residents serving at SFGH, that dispute has led to litigation on two occasions (San Francisco Superior Court Nos. 836-022 and 878-351). The latter action is pending in San Francisco Superior Court and shall be dismissed pursuant to the terms of this agreement.

This agreement delineates the rights, responsibilities and obligations of CCSF, SFIRA, and residents ("the parties") with respect to the limited employment of residents assigned to SFGH.

The Parties agree:

1. The parties recognize that certain local area conditions are controlled by the CCSF as a result of its operation at SFGH. Such conditions are limited to lounges, on call rooms, office space, negotiable issues with respect to ancillary staff (including RN's, X-ray technicians, medical records clerks, transcribers, etc.), beepers, supplies, parking, meals, issues pertaining to laboratory tests and results, and other similar local conditions within the control of CCSF. CCSF will meet and confer with SFIRA over these issues.

2. CCSF does not control directly the wages, benefits, vacation, hours, scheduling, supervision, hiring, selection, assignment or discipline of residents. In addition, all academic matters and medical decisions regarding patient treatment and assignment of work are outside of CCSF's direct control. The parties agree that these matters, including any indirect control exercised by CCSF over them, shall not be subject to bargaining with CCSF.

3. CCSF shall be responsible for issuing paychecks to residents. Notwithstanding paragraph 2, above, the amount of residents' salaries while serving at SFGH shall be as determined by CCSF's salary standardization process during the 1990-91 fiscal year. During the following four years, the salary rate shall be reduced incrementally so that, beginning July 1 of fiscal year 1995-96 and thereafter, the salary rate will be the amount paid by the University of California ("UC") to residents serving in the UCSF residency program at other facilities in the City and County of San Francisco; provided, however, that residents in the residency program as of July 1, 1990

SETTLEMENT AGREEMENT

shall continue to have their salaries set through the CCSF salary standardization process. The details of the salary change-over process are set forth in side letter 1.

4. The MOU previously negotiated between the CCSF and SFIRA has been modified to conform with the delineation of CCSF's authority herein and present legal requirements, and will be signed by the parties simultaneously with the execution of this Agreement. The Mayor will refer the MOU promptly to the Board of Supervisors for ratification.

5. The parties agree that CCSF's control over the factors listed in paragraph 1 is sufficient to establish that residents fall within the coverage of the Meyers-Milias-Brown Act ("MMBA") while working at SFGH. The parties further agree that the scope of bargaining pursuant to the MMBA shall be limited to those matters set forth in paragraph 1.

6. The parties pledge to support this Agreement and will not initiate suite against any other party to this Agreement with respect to matters settled by this Agreement. In the event that a resident or other third party initiates suit against any aspect of this Agreement, each party will support the validity of the Agreement in connection with such suit.

7. This Agreement shall not be used as evidence by any party or person in any legal proceeding, except to enforce or defend this Agreement or any part of it.

8. If, after execution of this Agreement, a dispute arises about the remaining of any of its terms, or if one party believes the other has violated any of the terms of this agreement, the parties shall refer the matter to arbitration pursuant to Civil Service Rule 18. The arbitrator's decision and award shall be final and binding; provided, however, that the arbitrator shall have no authority to expand the scope of bargaining beyond the local conditions set forth in paragraph 1.

9. Upon execution of this Agreement, SFIRA and the Board of Supervisors agree to dismiss with prejudice San Francisco Superior Court Case No. 878-351. Each party agrees to bear its own attorneys' fees and costs.

10. The rights, responsibilities and obligations set forth in this Agreement shall be effective for a period of at least five years from the date of execution.

11. CCSF presently intends the delineation of responsibilities set out in paragraphs 1-2 to be permanent. If, after expiration of the five year period, CCSF proposes a change in a matter covered herein, it shall provide notice and an opportunity to meet and confer.

12. This agreement may be reopened at any time for renegotiation by mutual consent of all parties.

SETTLEMENT AGREEMENT

13. Any proposed changes to this Agreement must be approved as to form by the City Attorney and ratified by the Board of Supervisors.

Dated:

/s/

/s/

---

ART AGNOS  
Mayor

---

LOUISE H. RENNE  
City Attorney

/s/

/s/

---

HARRY BRITT  
President

---

SAM YOCKEY  
Controller

/s/

/s/

---

JOHN WALSH  
General Manager, Personnel

---

ALAN BRILL  
Executive Director



SETTLEMENT AGREEMENT

The following details the CCSF-UCSF salary change-over process as stipulated in the settlement agreement between SFIRA and CCSF.

1. All residents in the residency program as of July 1, 1990 will continue to have salaries set by the CCSF Salary Standardization process for the duration of their training.
2. Establish the following schedule of incremental salary rate reductions in order to achieve salary parity with UCSF, for those after July 1, 1990. This schedule reflects the formula: CCSF (PGY-level) SSO rate - % reduction [difference between CCSF-UCSF rates].

A. PGY 1 Rate

7/1/90-6/30/91	CCSF SSO rate
7/1/91-6/30/92	CCSF – 0.20 [CCSF-UCSF]
7/1/92-6/30/93	CCSF – 0.40 [CCSF-UCSF]
7/1/93-6/30/94	CCSF – 0.60 [CCSF-UCSF]
7/1/94-6/30/95	CCSF – 0.80 [CCSF-UCSF]
7/1/95-	UCSF PGY 1 rate

B. PGY 2 Rate

7/1/90-6/30/92	CCSF SSO rate
7/1/92-6/30/93	CCSF – 0.25
7/1/93-6/30/94	CCSF – 0.50
7/1/94-6/30/95	CCSF – 0.75
7/1/95-	UCSF PGY 2 rate

C. PGY 3 Rate

7/1/90-6/30/93	CCSF SSO rate
7/1/93-6/30/94	CCSF – 0.33
7/1/94-6/30/95	CCSF – 0.66
7/1/95-	UCSF PGY 3 rate

D. PGY 4 Rate

7/1/90-6/30/94	CCSF SSO rate
7/1/94-6/30/95	CCSF – 0.50
7/1/95-	UCSF PGY 4 rate

E. PGY 5 and 6 Rate

The salary rate for residents at the PGY 5 and 6 levels will switch directly over to the UCSF rate, with the exception of those residents covered in item number 1.

3. If the UCSF salary level for any PGY level exceeds the CCSF salary for that level residents shall be paid at the UCSF rate.

SETTLEMENT AGREEMENT

4. All residents in a given PGY level will be paid the same rate. Residents beginning their residency after July 1, 1990, at a level other than PGY 1, shall be paid the prevailing CCSF rate established for that residency year.
5. Due to the difference in the pay periods and payroll computation of UCSF and CCSF, a system shall be established to ensure that all CCSF residents are paid the full CCSF compensation for each month rotation at SFGH. The current CCSF computation which is based on the number of Monday through Friday workdays in each biweekly pay period often penalizes residents rotating to SFGH.
6. In no case shall a resident who advances from one PGY level to the next earn less than the prior year.