File No. 120501 Committee Item No. 8
Board Item No. 28

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Government Audit and Oversight **Date** June 14, 2012

Board of Supervisors Meeting **Date** 6/19/12

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Completed by: Alisa Miller **Date** June 8, 2012
Completed by: _____ **Date** _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
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Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Mark Farrell, Chair
Government Audit and Oversight Committee

FROM: Rana Calonsag, Committee Clerk

DATE: June 15, 2012

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, June 19, 2012

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, June 19, 2012. This item was acted upon at the Committee Meeting on June 14, 2012 at 1:00 p.m., by the votes indicated.

Item No. 8 **File No. 120501**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 17), to be effective July 1, 2012, through June 30, 2015

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Mark Farrell - Aye
Supervisor Sean Elsbernd - Aye
Supervisor David Chiu - Aye

cc: Board of Supervisors
Angela Calvillo, Clerk of the Board
Rick Caldeira, Legislative Deputy Director
Cheryl Adams, Deputy City Attorney
Binder Copy

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Monique Zmuda
Deputy Controller

June 14, 2012

Ms. Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: File Number 120501: Amendment to the Memorandum of Understanding (MOU) with Union of American Physicians and Dentists, Unit 17

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of the MOU between the City and County of San Francisco and the Union of American Physicians and Dentists (UAPD), Unit 17. The amendment applies to the period commencing July 1, 2012 through June 30, 2015, affecting 21 authorized positions with a salary base of approximately $4.0 million and an overall pay and benefits base of approximately $5.0 million.

As seen in Attachment A, our analysis projects that this amendment will result in costs to the City of $404,000, $419,000, and $483,000 during FY 2012-13, FY 2013-14, and FY 2014-15, respectively. Our analysis assumes a scenario where premiums, overtime, step, and attrition grow consistent with wage changes.

If you have additional questions or concerns please contact me at 554-7500 or Drew Murrell of my staff at 554-7647.

Sincerely,

Ben Rosenfield
Controller

cc: Martin Gran, ERD
Harvey Rose, Budget Analyst

Attachment A

Memorandum of Understanding from July 1, 2012 - June 30, 2015

Union of American Physicians and Dentists (11-A and 8-CC)

Controller's Office Estimate of Costs/(Savings) FY 2012-2015

Annual Costs/(Savings)	FY 2012-2013	FY 2013-2014	FY 2014-2015
Wages Effective July 1, 2012, class 2233 shall receive any corresponding base wage increases so that class 2233 maintains the percentage salary differential on a step by step basis with class 2232 that existed on June 30, 2012. Effective July 1, 2012; July 1, 2013; and January 3, 2015 Job class 2230 shall receive a base wage increase equal to one-half (1/2) of the difference between: (i) the base wage rate for each step in effect as of close of business; and (ii) the base wage rate for the same step for class 2328 as of July 1, 2013 plus ten percent (10%). Classes 2232 and 2233 shall receive any corresponding base wage increases.			
Wage Changes Subtotal	$ 280,000	$ 295,000	$ 356,000
Wage-Related Fringe Increases/(Decreases)	$ 62,000	$ 74,000	$ 90,000
Premium Increase/(Decreases)	$ 62,000	$ 62,000	$ 62,000
Benefits For "Medically Single" employees, the City will pay 90% of the cost of the medical premium capped at 90% of the cost of the second highest cost plan, effective January 1, 2014.	$ -	$ (12,000)	$ (25,000)
Annual Amount Increase/(Decrease)	$ 404,000	$ 419,000	$ 483,000

Controller's Ofice Summary of 2012 - 2014 Labor Agreements Costing
6/14/2012

Citywide Patterns

1) **Wage Increases:** Three 1 % wage increases in FY 2013-14, projected to result in a 1.75% wage and variable fringe cost increase during FY 2013-14

2) **Step Savings:** Effective July 1, 2012 postpone advancement form Step 1 to Step 2 until the completion of 12 months of service rathern than 6 months

3) **Health Contributions:** Effective January 2014, For "Medically Single" employees, the City will pay 90% of the cost of the medical premium capped at 90% of the cost of the second highest cost plan.

		FY 2012-13 Total	FY 2013-14 Total
Costs/(Savings)		**$ 3,489,000**	**$ 37,571,000**

		FY 2012-13			FY 2013-14		
Table	**Table Name**	**Wages & Premium**	**Variable Fringe**	**Health & Dental**	**Wages & Premium**	**Variable Fringe**	**Health & Dental**
000	Consolidated Crafts	$ 30,000	$ -	$ -	$ 844,000	$ 229,000	$ (94,000)
001	Unrepresented Employees	$ 14,000	$ 3,000	$ (15,000)			
003	Operating Engineers, Local 3	$ -	$ -	$ -	$ 76,000	$ 21,000	$ (5,000)
006	Electrical Workers, Local 6	$ 492,000	$ 108,000	$ (17,000)	$ 981,000	$ 255,000	$ (81,000)
021	Local 21	$ 62,000	$ (16,000)	$ -	$ 5,878,000	$ 1,643,000	$ (797,000)
038	Plumbing and Pipefitting Industry	$ 16,000	$ -	$ -	$ 518,000	$ 136,000	$ (40,000)
039	Stationary Engineers	$ -	$ -	$ (35,000)	$ 1,000,000	$ 265,000	$ (168,000)
121	Service Employees International Union	$ 6,048,000	$ (39,000)	$ (6,051,000)	$ 12,390,000	$ 1,981,000	$ -
130	Machinists Union	$ 12,000	$ -	$ (9,000)	$ 209,000	$ 55,000	$ (33,000)
163*	Physicians and Dentists	$ 2,514,000	$ 486,000	$ -	$ 2,663,000	$ 589,000	$ (151,000)
200	TWU Local 200	$ -	$ -	$ -	$ 28,000	$ 8,000	$ (1,000)
251	TWU Local 250-A, TWU - Miscellaneous	$ 7,000	$ -	$ -	$ 137,000	$ 38,000	$ (23,000)
252	TWU Local 250-A, TWU - Auto Service Worker	$ (9,000)	$ -	$ -	$ 33,000	$ 12,000	$ (6,000)
261	Laborers	$ (69,000)	$ 144,000	$ (47,000)	$ 953,000	$ 444,000	$ (299,000)
311	Municipal Attorneys	$ (2,000)	$ (1,000)	$ -	$ 1,065,000	$ 286,000	$ (102,000)
351	Municipal Executives Association	$ -	$ -	$ (79,000)	$ 2,019,000	$ 541,000	$ (323,000)
419	DA Investigators	$ -	$ -	$ (2,000)	$ 61,000	$ 13,000	$ (12,000)
498	SF Deputy Sheriff's Association	$ 5,000	$ -	$ (47,000)	$ 1,352,000	$ 268,000	$ (231,000)
499	SF Sheriffs Managers and Supervisors	$ -	$ -	$ (6,000)	$ 325,000	$ 45,000	$ (23,000)
651	SF Probation Officers	$ 873,000	$ (849,000)	$ -	$ 1,105,000	$ (773,000)	$ (22,000)
791	Staff / Per Diem Nurses	$ (54,000)	$ -	$ -	$ 1,481,000	$ 412,000	$ -
856	Teamsters - Multi - Unit	$ 113,000	$ (108,000)	$ -	$ 259,000	$ (78,000)	$ (12,000)
858**	Supervising Nurses	$ 25,000	$ -	$ (5,000)	$ 361,000	$ 85,000	$ (265,000)
965	Supervising Probation Officers	$ -	$ -	$ (3,000)	$ 36,000	$ 7,000	$ (6,000)
969	Institutional Police Officers	$ -	$ -	$ -	$ 7,000	$ 2,000	$ -

* The MOUs with the Physicians and Dentists are split into two groups; one for bargaining unit 17 and one for bargaining unit 18 and run for three years form July 1, 2012 through June 30, 2015

** The MOU with Supervising Nurses is for three years from July 1, 2012 through June 30, 2015

FILE NO. 120501 ORDINANCE NO.

[Memorandum of Understanding - Union of American Physicians and Dentists (Unit 17)]

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 17), to be effective July 1, 2012, through June 30, 2015.

NOTE: Additions are *single-underline italics Times New Roman*; deletions are ~~*strike-through italics Times New Roman*~~. Board amendment additions are double-underlined; Board amendment deletions are ~~strikethrough normal~~.

Be it ordained by the People of the City and County of San Francisco:

Section 1. The Board of Supervisors hereby adopts and implements the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 17), to be effective July 1, 2012, through June 30, 2015.

The arbitration award establishing the Memorandum of Understanding so implemented is on file in the office of the Board of Supervisors in Board File No. 120501.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: Elizabeth S. Salveson
ELIZABETH S. SALVESON
Chief Labor Attorney

UAPD BARGAINING HIGHLIGHTS (Units 17 and 18 MOUs)

(Arbitration Award)

Term – Three year term (July 1, 2012 to June 30, 2015).

Wages –

Part 1: Internal adjustments for class 2230 (Physician Specialist) phased in, as follows, so that by 1/3/14, on a step by step basis, class 2230's salary grade will be 10% over the salary grade of class 2328 (Nurse Practitioners):

- 33% of difference plus 10% on 7/1/12
- 50% of the remaining difference plus 10% on7/1/13
- 100% of difference plus 10% on 1/3/14

Part 2: Classes 2232 (Senior Physician Specialist) and 2233 (Supervising Physician Specialist) will receive a corresponding base wage increase or decrease to maintain the percentage salary differential with class 2230 that existed on 6/30/12.

Part 3: 2210 (Dentists), 2292 (Shelter Veterinarians) and 2598 (Assistant Medical Examiners) receive citywide wage pattern with "me too" base wage adjustments as employees in bargaining units 7 and 8 during the remaining term of the MOU (i.e., in FY 2014-2015):

- 1% on 7/1/13
- 1% on 1/4/14
- 1% on 3/29/14

Structural Reform of the City's Healthcare Benefit and Cost-Sharing Structures –

- Health care cost sharing, effective 1/1/14:
  - For "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall only contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled.
  - For "medically single employees" (Employee Only) enrolled in the highest cost plan, the City shall only contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the second highest cost plan. However, in calendar year 2014 only, the City will subsidize half of the amount of this increased premium cost for "medically single employees" who elect to enroll in the highest cost plan.

- For "Employee plus 1" and "Employee plus 2 or more," the City shall continue to contribute the greater amount of $225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

- The parties will form a Joint Labor-Management Healthcare Committee to discuss healthcare issues, including a possible wellness program, with a re-opener in the second year of the contract by mutual agreement.

Seniority Increments – Effective 7/1/12:

- For classes 2230 (Physician Specialist), 2232 (Senior Physician Specialist), 2233 (Supervising Physician Specialist), added new steps 8, 9 and 10 at 10.5, 16, and 21 years of service, respectively.

- Steps 1-2: step progression for steps 1 to 2 now at one year (instead of six months).

Standby Pay – Increase standby pay from $9/hour to $15/hour, effective 7/1/12.

Employee Development Fund – .

- Employee Development Fund increased to $117,500 per fiscal year for employee training, education and development; funded by drawing down funds from the Supplemental Training Fund.

- Employees working 20 hours or more per week now receive maximum reimbursement of $1,500 per FY (up from $1,000) for approved development items including, but not limited to, tuition, registration fees, professional conferences, etc.

- Employees working less than 20 hours per week now receive maximum reimbursement of $500 per FY for approved development items including, but not limited to, tuition, registration fees, professional conferences, etc.

- Employees may use up to ½ of their funds to pay for necessary travel and overnight lodging (but not food) for approved training; reimbursement rates are subject to Controller's travel policy memo.

Sick Leave Ordinance – Union agrees to waive 12W if the Civil Service Commission ever amends its rules to allow access to sick leave with pay credits after 3 months of service rather than 6 months.

In the Matter of an Interest Arbitration Between **Union of American Physicians & Dentists** **and** **City and County of San Francisco** Pursuant to Charter Provision A8.409-4	**Mediated Arbitration Award** NB3378

Norman Brand
Arbitrator/Mediator

Appearances

For Union of American Physicians & Dentists
Jeff Duritz

For the City and County of San Francisco
Office of the City Attorney
by Jill Figg Dayal

May 11, 2012

Procedural

When the Union of American Physicians & Dentists ("UAPD") and the City and County of San Francisco ("CCSF") were unable to agree to the terms of an MOU to begin on July 1, 2012, they submitted the disputed issues to Mediation/Arbitration, as provided for in Section A8.409-4 of the CCSF Charter . The parties met with the Mediator/Arbitrator on May 7 and 8, 2012, and submitted the following issues:

CCSF

Clean Up Language
Step Advancement
Retirement
Health
Duration

UAPD

Wages
Health
Compensation Steps
Step Advancement
Standby Pay
Administrative Time
Health & Safety – Working Alone

During the course of the Med-Arb the parties reached agreement on several issues and withdrew them from the Board. Only the remaining issues are addressed in this Mediated Award.

Criteria

The panel considered both informal and formal presentations of testimony and evidence on the following:

- Changes in the CPI;
- Wages, hours, benefits, and other terms and conditions of employment of employees performing similar services;
- Wages, hours, benefits, and other terms and conditions of employment of other CCSF employees;
- Health and safety of employees;
- The financial resources of CCSF described in the Five Year Financial Plan Update for General Fund Supported Operations FY 2012-13 through FY 2015-16. Limitations on the amount and use of revenues and expenditures, revenue projections; the power to raise revenue; budgetary reserves and the City's ability to meet the costs of the Board's decision, all as presented by the Comptroller's Office;
- Other demands on CCSF resources as presented by the Mayor's Budget Director.

The parties prepared extensive materials showing the wages and benefits of comparable employees in other Bay Area jurisdictions, as well as the internal salary relationships within the Department of Public Health. They provided evidence on the health and safety concerns of bargaining unit members, as well as their working conditions. They discussed the unique requirements of the physician job and its relationship to the work done by other health care employees, including those they supervise. The parties reviewed the concessions previously made by bargaining unit members, as well as the unique ability of members of this bargaining unit to bring significant reimbursement revenues to CCSF to cover part of the cost of the services they provide the public. They also discussed the unique

funding available to members of this unit, through the Health Information Technology for Clinical Health Act of 2009 ("HITECH Act", 42 C.F.R. § 495), which many UAPD members have signed over to CCSF to assist in the transition to electronic health records.

Mediated Award

All issues that are not explicitly covered by the Mediated Award have either been the subject of tentative agreements between the parties, or have been resolved by being withdrawn. The existing MOU, the changes agreed to, and this Mediated Award are the entire new MOU.

Duration: The MOU will run from July 1, 2012 through June 30, 2015

III.A. Wages:

Effective July 1, 2012, Step progression for Steps 1 through 5 will be at one year intervals.

Effective July 1, 2012, job classes 2230, 2232 and 2233 shall receive three (3) additional steps (i.e., steps 8, 9, and 10). Each step shall be set at approximately 3.1 % above the preceding step.

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

Compensation

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

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

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

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

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

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

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

Health Care

Employees in UAPD bargaining units 17 and 18 will receive the same health care plans and terms as the pattern established between CCSF and other PEC unions (e.g., IFPTE Local 21, Municipal Attorneys' Association) during 2012 negotiations. These include the City's third (3rd) counter proposal on Health offered to UAPD on April 25, 2012, with the following agreed modifications and additions:

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

- For the period January 1, 2014 through December 31, 2014 only, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan; and (b) one hundred percent (100%) of the premium for the highest cost plan. Thereafter, the City shall contribute 90% of the premium for the second highest cost plan for such employees.
- A contract re-opener limited to wellness incentive plans by mutual agreement of CCSF and UAPD.

Standby Pay

Effective July 1, 2012, standby pay will be fifteen dollars ($15.00) per hour.

Health and Safety

The Department of Health will add the following policy to its policy manual no later than July 1, 2012, and will provide one (1) copy of the policy to UAPD.

1. Purpose: The purpose of this policy is to provide guidelines for providing direct patient care when a facility is closed.
2. Statement of Policy: The Department shall attempt to provide a safe and healthy work place for employees. Staff will not be expected to provide direct patient care in a facility that is closed to the public while there is no other staff member present in the facility.

Administrative Time

The Department of Health will add the following policy to its policy manual no later than July 1, 2012, and will provide one (1) copy of the policy to UAPD.

1. Purpose: The purpose of this policy is to provide guidelines for the allocation of administrative time.
2. Statement of Policy: It is the policy of Community Oriented Primary Care service (COPC) to provide adequate administrative time to Physician Specialists (2230) for non-direct patient care. The administrative time shall be 20% of the physician's weekly productive time for physicians working at least 20 hours per week.

San Francisco, CA

May 11, 2012

Norman Brand

Norman Brand, Arbitrator/Mediator

COLLECTIVE BARGAINING AGREEMENT

BETWEEN AND FOR

UNION OF AMERICAN PHYSICIANS AND DENTISTS (UNIT 17)

AND

CITY AND COUNTY OF SAN FRANCISCO

JULY 1, 2012 – JUNE 30, 2015

** Complete copy of document is
located in

File No. 120501

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