

File No. 100624

Committee Item No. 18

Board Item No. 21

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date June 18, 2010

Board of Supervisors Meeting Date 06/29/10

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Resolution                                   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance                                    |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget Analyst Report                        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form (for hearings)             |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
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#### OTHER

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| <input checked="" type="checkbox"/>   | <input checked="" type="checkbox"/>   | <u>Amendment No. 4 to MOU</u>          |
| * <input checked="" type="checkbox"/> | * <input checked="" type="checkbox"/> | <u>Collective Bargaining Agreement</u> |
| <input type="checkbox"/>              | <input checked="" type="checkbox"/>   | <u>Controller's Report</u>             |
| <input type="checkbox"/>              | <input type="checkbox"/>              | _____                                  |
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Completed by: Alisa Somera Date June 11, 2010  
Completed by: Alisa Somera Date June 21, 2010

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

1 [Memorandum of Understanding, Amendment No. 4 – Union of American Physicians and  
2 Dentists (Unit 8-CC)]

3  
4 **Ordinance adopting and implementing Amendment No. 4 to the 2006-2011**  
5 **Memorandum of Understanding between the City and County of San Francisco and the**  
6 **Union of American Physicians and Dentists (Unit 8-CC) by extending the term of the**  
7 **parties' Agreement through June 30, 2012, and by implementing specified terms and**  
8 **conditions of employment for FYs 2010-2011 and 2011-2012.**


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

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

13 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 4  
14 amending the 2006-2011 Memorandum of Understanding between the City and County of  
15 San Francisco and the Union of American Physicians and Dentists (Unit 8-CC) by extending  
16 the term of the parties' Agreement through June 30, 2012, and by implementing specified  
17 terms and conditions of employment for fiscal years 2010-2011 and 2011-2012.

18  
19 Amendment No. 4 to the Memorandum of Understanding so implemented is on file in  
20 the office of the Board of Supervisors in Board File No. 100624.

21  
22 APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

23 By:   
24 ELIZABETH S. SALVESON  
25 Chief Labor Attorney

AMENDMENT NO.4  
TO THE 2006-2012 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY & COUNTY OF SAN FRANCISCO AND  
THE UNION OF AMERICAN PHYSICIANS & DENTISTS (8CC)

*The parties hereby amend and extend the Memorandum of Understanding as follows:*

**II.D. LAYOFF**

~~109. Between the date of ratification of this agreement through November 15, 2009, the City shall not effectuate any layoffs of any represented employees.~~

109a. 1. Spring 2010: Between the date of this Agreement and June 30, 2010, inclusive, layoffs of employees represented by member unions of the Public Employees Committee of the San Francisco Labor Council (PEC) and the Union of American Physicians & Dentists that result in complete loss of City employment will be limited to four hundred and twenty-five (425) positions, including notices already issued.

109b. 2. Fall 2010: Between July 1, 2010 and December 31, 2010, inclusive, there will be no layoffs or layoff notices issued for represented employees unless the City does not receive the revenue projected in the Fiscal Year 2010-11 Joint Report for SB 188 (\$30 million) or does not receive the projected FMAP extension (an additional \$22.5 million), and except as provided in Section 3.a. below.

109c. In such event, the City will provide the PEC with complete and current Budget Information (as defined in Section 5 below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by the Meyers-Milias-Brown Act (MMBA) and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts and measures to increase City revenue) and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.

109d. 3. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:

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**bold, double underline** = new language

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109e.

a. The Three-Month Budget Status Report, Six-Month Budget Status Report, and Nine-Month Budget Status Report show a cumulative Fiscal Year 2010-11 General Fund deficit of greater than \$25 million. Credit towards the \$25 million cumulative deficit will be given for solving any mid-year deficit without layoffs. Such credit will be in the amount of the deficit reduction achieved without layoffs. Mid-year layoffs may be used to reduce the deficit above \$25 million, but may not account for more than sixty (60) percent of the solutions used to balance the deficit above \$25 million. In the event of layoffs, the City will provide the PEC with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or

109f.

b. The projected deficit in the Fiscal Year 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC with complete and current Budget Information supporting the need for Fiscal Year 2010-11 layoffs in addition to any layoffs under Section 3.a. above. Immediately after issuing any layoff notices to reduce the projected Fiscal Year 2011-12 General Fund deficit, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for

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voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or

109g. c. The Annual Salary Ordinance (ASO) passed as part of the City's adopted budget includes mid-year layoffs during Fiscal Year 2010-11, based on positions authorized in the ASO, which were included in the Mayor's proposed budget, in which case such layoffs may also proceed.

109h. 4. Fiscal Year 2011-12: The City agrees to provide the PEC with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.

109i. 5. "Budget Information", for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three-Month, Six-Month, and Nine-Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current monthly and year-to-date balance sheets for each Enterprise Department employing members of PEC unions; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of full time equivalents (FTEs) supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.

109j. 6. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

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## REORGANIZATION

- 109k. The City agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the City nor the Union waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification, the Union agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.
- 109l. Prior to July 1, 2012, the City agrees not to effectuate any new reorganization plan that lays off more than 20 employees in a represented classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.
- 109m. Prior to July 1, 2012, as required by MMBA and/or this Agreement, the City and Union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.
- 109n. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

## MINIMUM NOTICE FOR DISPLACEMENTS

- 109o. For Fiscal Years 2010-2011 and 2011-2012 only, the City will provide ten (10) business days notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.

## UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

- 109p. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

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### III.H. SPECIAL EDUCATIONAL LEAVE FOR M.D., D.O. AND D.D.S. CLASSIFICATIONS

193. Full-time employees who serve in classifications which require a valid license as an M.D., D.O., or D.D.S. shall be allowed to take a maximum of forty (40) hours educational leave with pay per fiscal year to attend formally organized courses, institutes, workshops or classes that relate to the duties required by their classification, provided that such employees have been employed by the City for at least ninety (90) continuous calendar days before they are entitled to take such educational leave. M.D.'s, D.O.'s and D.D.S.'s who are employed on a part-time basis shall be allowed a proportionate amount of the forty (40) hours educational leave if they have been employed at least an average of twenty (20) hours a week during the preceding six (6) months.

193a. For FY 2010-2011 and 2011-2012, full-time employees shall take 40 hours of unpaid educational leave in each fiscal year. Notwithstanding paragraph 193, no educational leave with pay may be taken during these years. Part-time employees shall take proportionate amount of unpaid leave if they have been employed an average of at least 20 hours per week for the past 6 months. No later than July 1, 2010, the City and the Union agree to meet to discuss and review any unintended consequences with regard to grant-funded positions.

193b. In consideration of the Class 2598 Medical Examiners foregoing an additional wage step under this MOU, the Medical Examiners, class 2598 will be exempted from the provisions of paragraph 193a.

### III.J. EMPLOYEE DEVELOPMENT

199. Notwithstanding the provisions of the Employee Development Fund above, for fiscal years 2008-2009 and, 2009-2010, 2010-2011 and 2011-2012 the Employee Development Fund shall be suspended.

201. The parties agree that the remaining funds of the Supplemental Training Fund shall be suspended as of close of business May 19, 2008, and continue to be suspended through fiscal years 2010-2011 and 2011-2012

### III.N. HEALTH AND WELFARE

207. For "medically single"/Employee Only employees, i.e., benefited employees who do not receive dependent health care benefits paid by the City, the City shall contribute all of the premium for the employee's own health care benefit coverage for Fiscal Year 2010-2011.

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207a. The City and the Union will meet no later than January 1, 2011, concluding before January 31, 2011, to identify changes to MOU-negotiated premium payments that would yield anticipated savings similar to those achieved in paragraph 207b.

207b. Should the City and the Union not reach mutual agreement on another option, the following goes into effect: for Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically-single/Employee-Only category, the City's contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically-single/Employee-Only enrollees. Employees who elect to enroll in the City plan in this category must pay the difference between the capped amount of the City plan described above and the cost of City plan coverage in the medically-single/Employee-Only category.

207c. If no mutual agreement on another option is reached as described in paragraph 207b, and if an employee's work location reasonably requires him or her to reside in a county in which there is no City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City plan.

### III.R. HOLIDAYS AND HOLIDAY PAY

#### Unpaid Legal Holidays

228. For Fiscal Years ~~2010-2011~~ ~~2009-2010~~ and 2011-2012, "new plan" employees (i.e., employees who became members of SFERS on or after November 2, 1976) and employees who are members of PERS shall observe the following twelve designated unpaid holidays:

*FY 2010-2011*

*July 4 (July 4, 2010);*

*first Monday in September (Labor Day) (September 6, 2010);*

*the second Monday in October (Columbus Day) (October 11, 2010); **the third Monday in January (Martin Luther King Jr. Day) (January 17, 2011);***

*the third Monday in February (Presidents' Birthday) (February 21, ~~2011~~ 2010);*

***the last Monday of May (Memorial Day) May 30, 2011***

~~FY 2009-2010~~ FY 2011-2012

*July 4 (July 4, ~~2009~~2011);*

*first Monday in September (Labor Day) (September ~~5~~7, ~~2009~~2011);*

*the second Monday in October (Columbus Day) (October ~~10~~ 12, ~~2009~~ 2011); **the third Monday in January (Martin Luther King Jr. Day) (January 16, 2012);***

*the third Monday in February (Presidents' Birthday) (February ~~20~~ 15, ~~2010~~ 2012);*

***the last Monday of May (Memorial Day) (May 30, 2012)***

228a. In consideration of the Class 2598 Medical Examiners foregoing an additional wage step under this MOU, for fiscal Years 2010-2011 and 2011-2012, the Class 2598

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Medical Examiners shall be exempted from the additional two unpaid legal holidays, and shall continue to observe the following eight designated unpaid holidays:

FY 2010-2011

July 4 (July 4, 2010);

first Monday in September (Labor Day) (September 6, 2010);

the second Monday in October (Columbus Day) (October 11, 2010);

the third Monday in February (Presidents' Birthday) (February 21, 2011)

FY 2011-2012

July 4 (July 4, 2011);

first Monday in September (Labor Day) (September 5, 2011);

the second Monday in October (Columbus Day) (October 10, 2011);

the third Monday in February (Presidents' Birthday) (February 20, 2012)

III.AA.RETIREMENT RESTORATION PAYMENT

~~255. For employees who retire prior to the end of this Agreement and for whom their final compensation for retirement purposes is impacted by the unpaid legal holidays described in Section III.R. or the unpaid furlough days described in Section III.Z., the City will provide restoration pay equaling the pensionable value of the unpaid legal holidays described in Section III.R., or the unpaid furlough days described in Section III.Z. for the period used by the San Francisco Employees' Retirement System to determine the employee's final compensation for retirement purposes.~~

255a. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the forty hour unpaid education leave and the unpaid legal holidays, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the unpaid education leave (paragraph 193a) and the unpaid legal holidays (paragraph 228) for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period).

**V.D. DURATION OF AGREEMENT**

269. This Agreement shall be effective as of July 1, 2006, and shall remain in full force and effect through June 30, ~~2011~~2012.

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FOR THE CITY

FOR THE UNION

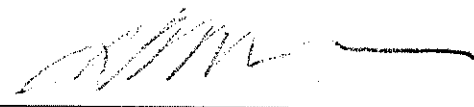
\_\_\_\_\_  
Martin Gran Date  
Chief Negotiator

\_\_\_\_\_  
Patricia Hernandez Date  
Chief Negotiator

\_\_\_\_\_  
Micki Callahan Date  
Human Resources Director

\_\_\_\_\_  
Martin Gran Date  
Employee Relations Director

APPROVED AS TO FORM:  
Dennis Herrera, City Attorney

 \_\_\_\_\_  
for Elizabeth Salveson, Chief Labor Attorney Date 5/26/10

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN AND FOR**

**UNION OF AMERICAN PHYSICIANS AND DENTISTS  
(UNIT 8-CC)**

**AND**

**CITY AND COUNTY OF SAN FRANCISCO**

**JULY 1, 2006 – JUNE 30, 2012**

**REVISED PER AMENDMENT #4**



**CITY AND COUNTY OF SAN FRANCISCO**  
**OFFICE OF THE CONTROLLER**

**Ben Rosenfield**  
**Controller**

**Monique Zmuda**  
**Deputy Controller**

June 16, 2010

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 100624: Amendment to the Memorandum of Understanding (MOU)  
with Union of American Physicians and Dentists (8-CC)

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of Amendment #3 (amendment) to the MOU between the City and County of San Francisco and the Union of American Physicians and Dentists, 8-CC (UAPD). The amendment applies to the period commencing July 1, 2006 through June 30, 2012, affecting 168 authorized positions with a salary base of approximately \$25.6 million and an overall pay and benefits base of approximately \$31.7 million. UAPD is not a member of the Public Employees Committee of the San Francisco Labor Council (PEC), but it has agreed the terms outlined in the summary letter, except that the Union will take six furlough days each year instead of twelve.

The amendment to the MOU extends the contract through FY2011-12. Based on our analysis, the amendment will result in a savings of approximately \$782,000 as compared to the FY2010-11 base budget. UAPD agreed to concessions for both FY2009-10 and FY2010-11 in the two previous bargaining years. The approximate savings from these previous concessions for FY2010-11 is \$400,000.

Previously, UAPD had agreed to a furlough of four days for FY2010-11. In the new agreement, UAPD will take two additional furlough days in FY 2010-11, for \$193,000 in savings not included in base budget, and six furlough days in FY 2011-12, for an additional \$470,000 in incremental savings.


The amendment provides that employees who retire during the term of the agreement whose compensation is impacted by the furlough will receive a payment equaling the pensionable value of the unpaid days that impact the retirement benefit. This will result in a cost to the City that will be determined by San Francisco Employees' Retirement System and is dependent on each retiree's circumstances.

Under the current amendment, covered employees will take 40 hours of unpaid educational leave (prorated for part-time employees) for both FY 2011-11 and FY 2011-12, for an additional savings of approximately \$474,000 as compared to the FY 2010-11 base budget.

Should the PEC and City be unable to find \$3 million in health care savings next year, the PEC health benefits provision applies and could result in \$104,000 in savings in FY2011-12 under this bargaining unit.

The cost of continuing existing health and dental benefits provided in the agreement will increase by approximately \$100,000 in FY 2010-2011. If you have additional questions or concerns please contact me at 554-7500 or Peg Stevenson of my staff at 554-7522.

Sincerely,

  
Ben Rosenfield  
Controller

cc: Martin Gran, ERD  
Harvey Rose, Budget Analyst

Amendment #4 extending MOU through June 30, 2012  
 Union of American Physicians and Dentists, 8CC  
 Estimated Costs/(Savings) FY 2010-2012  
 Controller's Office

| <u>Annual Costs/(Savings)</u>  | <u>FY 2010-2011</u> | <u>FY 2011-2012</u> |
|--|---------------------|---------------------|
| July 1, 2010 - June 30, 2011: 6 unpaid holidays  | (\$192,550)         | (\$400,394)         |
| July 1, 2011 - June 30, 2012: 6 unpaid holidays  |                     |                     |
| 40 hours of mandatory unpaid educational leave in each fiscal year<br>from July 1, 2010 through June 30, 2012                      | (\$473,970)         | \$0                 |
| <b>Wage-Related Fringe Increases/(Decreases)</b>   | <u>(\$115,375)</u>  | <u>(\$69,308)</u>   |
| <b>Benefits</b>  |                     |                     |
| Cap on City contribution for medically single City Plan employees if<br>\$3 million in savings can't be found through negotiations | -                   | (\$104,393)         |
| <b>Total Estimated Incremental Costs/(Savings)</b>   | <u>(\$781,894)</u>  | <u>(\$574,094)</u>  |
| Budgeted Estimates for Cost Increase in Existing Benefits  | \$99,813            | \$108,683           |
| Previously negotiated savings in addition to above<br>(already included in base budget)  | (\$400,394)         |                     |