

File No. 101156

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee Government Audit and Oversight

Date October 14, 2010

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <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 checked="" type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER

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Completed by: LaTonia Stokes

Date October 8, 2010

Completed by: _____

Date _____

An asterisked item represents the cover sheet to a document that exceeds 20 pages. The complete document is in the file.

1 [Memorandum of Understanding, Amendment No. 2 – Service Employees International Union,
2 Local 1021 (H-1 Fire Rescue Paramedics)]

3
4 Ordinance adopting and implementing Amendment No. 2 to the 2007-2012
5 Memorandum of Understanding between the City and County of Service Employees
6 International Union, Local 1021, H-1 Fire Rescue Paramedics, by extending the term of
7 the parties' Agreement through June 30, 2013, and by implementing specified terms
8 and conditions of employment for fiscal years 2010-2011, 2011-2012 and 2012-2013.

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~~.

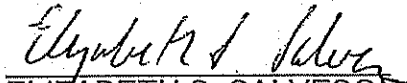
12 Be it ordained by the People of the City and County of San Francisco:

13 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 2
14 amending the 2007-2012 Memorandum of Understanding between the City and County of
15 San Francisco and the Service Employees International Union, Local 1021, H-1 Fire Rescue
16 Paramedics, by extending the term of the parties' Agreement through June 30, 2013, and by
17 implementing specified terms and conditions of employment for fiscal years 2010-2011, 2011-
18 2012 and 2012-2013.

19
20 Amendment No. 2 to the Memorandum of Understanding so implemented is on file in
21 the office of the Board of Supervisors in Board File No. 101156.

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

24 By:

25 
ELIZABETH S. SALVESON
Chief Labor Attorney

AMENDMENT No. 2
~~TO THE 2007-2012 MEMORANDUM OF UNDERSTANDING~~
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021
H-1 FIRE RESCUE PARAMEDICS

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

SECTION 8. RETIREMENT

- A. Employees shall pay their own employee retirement contributions in an amount equal to 7.0% (old plan) or 7.5% (new plan) of covered gross salary. The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.596-11(e) and A8.598-11(d).
- B. Any member may purchase the time worked prior to the permanent date by paying the contributions which would have been made at the full rate of interest through the date of payment according to the procedures of the San Francisco Retirement Board and applicable law.
- C. **Payments Upon Retirement.** The City shall include the Rescue Premium in vacation, compensatory time off, and pilot wellness lump sum payouts due after retirement. With regard to vested sick leave, to the extent that Civil Service Commission Rules now or in the future do not include the Rescue Premium in the calculation of post-retirement vested sick leave payouts, members shall receive a supplemental payment, which, when combined with their vested sick leave payment, will be equivalent to the amount they would have received if Rescue Premium had been included in the calculation of vested sick leave.

The City shall make its best efforts to pay all accrued vested sick leave, pilot wellness pay, compensatory time (time coming) and vacation within thirty (30) days of the effective date of the employee's retirement.

- D. Effective July 1, 2010, for Tier II employees who retire prior to July 1, 2013, and whose final compensation for retirement purposes is impacted by the wage increase deferrals or the parity salary deferrals of the Memorandum of Understanding between the City and County of San Francisco and San Francisco Firefighters, Local 798 for the period from July 1, 2010 through June 30, 2012, the City will make available restoration pay in a lump sum equivalent to the pensionable wage increase deferrals and the pensionable parity salary deferrals

for the period used by the San Francisco Employees Retirement System to determine the employee's final compensation for retirement purposes (Final Compensation Period).— Only wages deferred from July 1, 2010 through June 30, 2012 are eligible for restoration.

E. For Tier II employees who retire prior to July 1, 2013, payouts of vacation, vested sick leave, compensatory time and wellness pay shall be at the employee's normal (non-deferred) hourly wage rate, although nothing herein requires the San Francisco Employees Retirement System to include payouts of vacation, vested sick leave, compensatory time or wellness pay in retirement calculations.

SECTION 26. HEALTH AND DENTAL INSURANCE

A. Employee Health Coverage: The City shall contribute annually for employee health benefits, the contribution required under the Charter.

1) "Medically Single Employees" (Employees with no dependents enrolled in the Health Service System): The City shall contribute the total amount for the employees' own health care premium coverage.

2) Fiscal Year 2011-12 and Thereafter

It is understood that the City and the PEC have agreed to establish a labor-management committee to begin meeting no later than October 1, 2010, concluding before December 31, 2010, to identify changes to MOU-negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care cost, beginning Fiscal Year 2011-12.

3) Should the committee 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.

4) If no mutual agreement on another option is reached as described in section 26.A.2., 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.

SECTION 38. TERM

This Agreement shall be effective as of July 1, 2007 and shall remain in full force and effect through June 30, ~~2012~~ 2013 and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30, ~~2012~~ 2013, or June 30 of any subsequent year, of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.

FOR THE CITY

FOR THE UNION

Date _____

Date _____

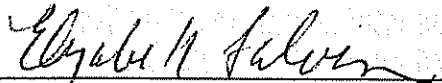
Micki Callahan
Human Resources Director

Greg Cross
Worksite Organizer

Martin R. Gran
Employee Relations Director

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney



Elizabeth Salveson
Chief Labor Attorney