

Amendment No. 5
TO THE 2007-2015 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021
FOR THE H-1 FIRE RESCUE PARAMEDICS

The parties hereby amend the Memorandum of Understanding as follows:

SECTION 5. UNION BUSINESS

H-1 Labor Management Committee:

Seek to find economic and operational efficiencies throughout the term of this agreement.

SECTION 17. WORKING OUT OF CLASSIFICATION

- C. Daily acting assignments offered to an H-1 shall be made according to the member based on his/her seniority in the H-1 rank. Employees assigned by the Chief of the Department or designee to perform the full range of duties and responsibilities of a higher rank for a ~~minimum of one full watch~~ shall be paid at the rate of that rank while assigned. If disabled while working at a higher classification as described above, the employee shall receive disability benefits at the level attached to the rank at which the employee was assigned at the time of such disability. Daily acting assignments shall be made according to an employee's seniority at the applicable lower permanent civil service rank absent an active promotional list.

SECTION 20. SICK LEAVE PAY

The Pilot "wellness incentive program" shall be ~~in effect for the term of this Agreement~~ sunset at 11:59 PM on June 30, 2018.

23. UNIFORMS

- A. All uniforms required of employees in the performance of their duties shall be furnished without cost to the employees by the employer. The employees shall maintain their uniforms in serviceable condition.

B. Uniforms shall be issued on a repair or replace basis. Paramedic uniform specifications may be reviewed annually and changed if necessary when the uniform contract is updated.

~~C. All~~

Relate DRP 1/30/15
1/30/15
1/30/15

SECTION 26. HEALTH AND DENTAL INSURANCE

A. Employee Health Coverage: Except as provided below, the 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): Except as provided below, the The City shall contribute the total amount for the employees' own health care premium coverage.

B. Dependent Health Coverage: Except as provided below, the The City shall contribute up to \$225.00 per month towards member's dependent (including domestic partners) health coverage. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium coverage for the employee plus two or more dependents category.

C. Health Coverage Effective January 1, 2016

1. Effective January 1, 2016, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

Employee Only:

For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

Employee Plus One:

For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-

Effective on a date to be established by the Controller, but not sooner than September 1, 2015, the City shall implement a Citywide "Paperless Pay" Policy. This policy will apply to all City employees, regardless of start date.

Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.

In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.

Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.

Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:

1. Change the account into which the direct deposit is made;
2. Switch from the direct deposit option to the pay card option, or vice versa;
3. Obtain a new pay card the first time the employee's pay card is lost, stolen or misplaced;

The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.

Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30-days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

Employee Plus Two or More:

For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

2. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under this Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.
3. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model as a substitute.
4. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.
5. Upon implementation of new contribution rates effective on January 1, 2015, section C shall supersede sections A. and B., and those sections will no longer be effective.

The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

SECTION 38-39. TERM

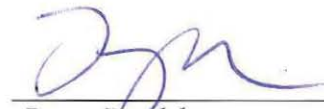
This Agreement shall be effective as of July 1, 2007 and shall remain in full force and effect through June 30, ~~2015~~ **2018** and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30, ~~2013~~ **2018**, or June 30 of any subsequent year, of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.

FOR THE CITY


Micki Callahan
Human Resources Director

3/31/15
Date


FOR THE UNION


Larry Bradshaw
SEIU, Local 1021

1/30/15
Date

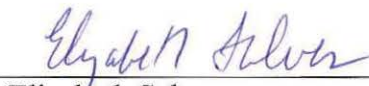

Martin R. Gran
Employee Relations Director

Date


Kirt Thomason
President, SEIU Paramedics

1/30/15
Date

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


Elizabeth Salveson
Chief Labor Attorney,
Office of the City Attorney

3/30/15
Date