

File No. 130484

Committee Item No 7

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date: June 13, 2013

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
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| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" 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                                 |
| <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                                 |
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Completed by: Andrea Ausberry Date June 6, 2013

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.

1 [Memorandum of Understanding - San Francisco Police Officers' Association (Unit P-2B) -  
2 FYs 2013-2014, 2014-2015, 2015-2016, 2016-2017, and 2017-2018]

3 **Ordinance adopting and implementing Amendment No. 5 to the 2007-2015**  
4 **Memorandum of Understanding between the City and County of San Francisco and the**  
5 **San Francisco Police Officers' Association (Unit P-2B), by implementing specified**  
6 **terms and conditions of employment for FYs 2013-2014, 2014-2015, 2015-2016, 2016-**  
7 **2017, and 2017-2018.**

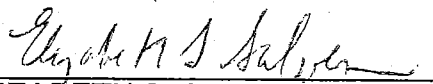
8 NOTE: Additions are single-underline italics Times New Roman;  
9 deletions are ~~strike-through italics Times New Roman~~.  
10 Board amendment additions are double-underlined;  
11 Board amendment deletions are ~~strikethrough normal~~.

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

12 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 5  
13 to the 2007-2015 Memorandum of Understanding between the City and County of San  
14 Francisco and the San Francisco Police Officers' Association (Unit P-2B) by implementing  
15 specified terms and conditions of employment for fiscal years 2013-2014, 2014-2015, 2015-  
16 2016, 2016-2017, and 2017-2018.

17 Amendment No. 5 to the Memorandum of Understanding so implemented is on file in  
18 the office of the Board of Supervisors in Board File No. 130484.

19  
20 APPROVED AS TO FORM:  
21 DENNIS J. HERRERA, City Attorney

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

**Amendment No. 5  
TO THE 2007-2015 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
SAN FRANCISCO POLICE OFFICERS' ASSOCIATION  
UNIT P-2B**

The parties hereby amend the Memorandum of Understanding as follows:

**ARTICLE II. EMPLOYMENT CONDITIONS**

Section 6. Physical Fitness Program.

71. The physical fitness program as set forth in General Order 11.10 and as outlined in the Physical Fitness Program Information Booklet (revised July, 1993) **(Program)** shall remain in effect, and shall be available to all employees covered under this MOU. **Effective July 1, 2013, the Fitness Award Hours as defined in the Program shall be reduced by 50%.**

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Section 14. Recruitment.

91. An officer who refers a new applicant to the department shall receive a referral bonus of \$1,000 (\$500 upon that candidate's successful completion of the Police Academy and an additional \$500 upon that candidate's successful completion of field training). To qualify, the referring officer must verify that he/she has made at least three contacts with the applicant prior to the start date of the Academy. Officers assigned to recruitment on a full or part-time basis will not be eligible for the referral bonus. For purposes of this provision, a "new applicant" is an individual who has not previously applied to be a Cadet or a Police Officer in San Francisco. **This provision shall sunset on June 30, 2013 and no new referrals thereafter shall qualify for the bonus.**
92. This bonus is not considered "salary attached to the rank" and shall not be included for purposes of retirement benefit calculations and contributions in accordance with those Sections.

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Amendment #5 to San Francisco Police Officers' Association, Units P-2B  
Memorandum of Understanding  
July 1, 2007 – June 30, 2015

Section 15. Substance Abuse Testing.

93. It is the policy of the City and County of San Francisco to maintain a safe, healthful and productive work environment for all employees. To that end, the City will act to eliminate any substance abuse. Substance abuse may include abuse of alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job.
94. This provision will be administered consistent with any General Orders regarding substance abuse. Nothing in this provision is intended to make discipline related to substance abuse subject to the grievance procedure.
- A. Mandatory Testing
95. Mandatory physical examinations for sworn employees shall include the submission of a urine specimen for routine analysis and screening for the presence of drugs or alcohol. Analysis and screening for drugs and alcohol is required for sworn employees in the following circumstances:
1. Prior to the expiration of a newly hired employee's twelve (12) month probationary period.
  2. For employees being promoted to a higher rank, prior to the effective date of promotion.
  3. Prior to return from:
    - a.) medical leaves of absence in excess of thirty (30) calendar days, and
    - b.) unpaid leaves of absence in excess of ninety (90) calendar days.
  4. When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.
  5. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.
  6. In the event an employee is involved in an on-duty vehicular accident resulting in death or an injury requiring transport for medical treatment. In such cases the employee will have the option for either a blood or urine analysis and screening. **An "injury requiring transport for medical treatment" is an injury that results in the medical transport**

by ambulance of any person involved in the accident from the accident scene; or an injury to any person involved in the accident where that person declines transport by ambulance from the accident scene against medical advice (also known as "AMA"). If testing is required under this section, the SFPD shall direct the involved SFPD vehicle operator to undergo testing within twelve (12) hours of the time of the accident, and shall conduct testing of the involved SFPD vehicle operator within twenty four (24) hours of the time of the accident. If testing is not directed and conducted within these time periods (assuming no interference by the SFPD vehicle operator that delays the SFPD's directive or testing), testing of the involved SFPD operator is not required or permitted under this paragraph.

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### ARTICLE III. PAY, HOURS AND BENEFITS

#### Section 1. Wages.

##### A. General Wage Increases:

104. Employees shall receive the following base wage increases:

July 1, 2015 - 2%

July 1, 2016 - 2%

July 1, 2017 - 2%

#### Section 8. Health and Dental Coverage.

##### A. Employee Health Coverage.

133. Except as provided below, the The City shall contribute annually for employee health benefits, the contribution required under the Charter.

134. Except as provided below, in In addition, ~~except as otherwise provided in this section,~~ the City shall contribute the full premium for the employee's own health care benefit coverage for "medically single" employees (i.e., employees not receiving a City contribution for dependent health care benefits).

##### B. Dependent Health Coverage.

135. Except as provided below, the The City shall 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.

**C. Employee and Dependent Health Coverage Effective January 1, 2015**

**135.a. 1. For employee-only and dependent health coverage, the City shall contribute to enrolled employees' health premiums the amounts described below effective January 1, 2015 (for calendar year 2015 and thereafter), provided that unions representing 50% of covered lives have agreed to those contribution rates. Covered lives is defined as the total of represented City employees and their dependents enrolled in City-provided employee health insurance. If the City determines that this target has not been met by August 1, 2014, then the City and the POA will reopen the MOU on health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. Reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), will be completed by no later than September 15, 2014.**

**135.b. 2. Proposed contributions for calendar year 2015 and thereafter.**

**Employee Only:**

**For medically single employees (Employee Only) who enroll in the Kaiser plan, the City shall contribute ninety-three percent (93%) of the total Kaiser health insurance premium.**

**For medically single employees (Employee Only) who elect to enroll in plans other than the Kaiser plan, the City shall contribute ninety-three percent (93%) of the total Blue Shield health insurance premium.**

**Employee Plus One:**

**For employees with one dependent who elect to enroll in the Kaiser plan, the City shall contribute ninety percent (90%) of the total Kaiser health insurance premium.**

**For employees with one dependent who elect to enroll in plans other than the Kaiser plan, the City shall contribute ninety percent (90%) of the total Blue Shield health insurance premium.**

Employee Plus Two or More:

For employees with two or more dependents who elect to enroll in the Kaiser plan, the City shall contribute eighty-three percent (83%) of the total Kaiser health insurance premium.

For employees with two or more dependents who elect to enroll in plans other than the Kaiser plan, the City shall contribute eighty-three percent (83%) of the total Blue Shield health insurance premium.

- 135.c. 3. During the term of the MOU, in the event that the Health Services Board offers additional plans to active employees for which the premiums are higher than Blue Shield, or if for any reason, Blue Shield is not the second-highest-cost plan, then the parties will reopen the MOU on health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. Reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), will be completed by no later than May 10 of that year, for contribution rates to be effective by the next calendar year.
- 135.d. 4. To ensure that all employees who enroll in City-provided health insurance are making premium contributions under the contribution formulas set forth above and therefore have a stake in controlling the long term growth in health insurance premiums, and to ensure that all employees who enroll in a City health plan are contributing to their health insurance premiums, it is agreed that, to the extent the City's health insurance premium contribution, under the contribution formulas set forth above, is less than the City's annual required contribution under Charter section A8.428(b), then the employee's health insurance premium contribution shall be deemed to apply to the City's obligation to pay the annual required contribution under Charter section A8.428(b) and the City shall not have to pay more than required under the contribution formulas set forth above toward employee health care premiums.
- 135.e. 5. Upon implementation of new contribution rates effective on January 1, 2015, Article III., section 8.C shall supersede Article III., sections 8.A and 8.B, and those sections will no longer be effective.

Section 10. Wellness Programs.

B. Pilot "wellness incentive program" to promote workforce attendance:

153. A full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.

154. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation and shall be compensated pursuant to those Rules.

**154.a. Effective July 1, 2015, the multiplier for each year of service shall be two percent (2.0%). Effective July 1, 2016, the multiplier for each year of service shall be one-and-one-half percent (1.5%). Effective January 1, 2017, the multiplier for each year of service shall be one percent (1.0%).**

155. Example of Calculation **for employees retiring no later than June 30, 2015:**

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%

50% x 500 hours = 250 hours.

250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

156. The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.

157. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits or retirement contributions.

158. The beneficiaries of employees who are killed in the line of duty, whose names are engraved on the Memorial Wall of the SFPD Hall of Justice, shall receive payments provided by the



wellness incentive program.

159. The Pilot “wellness incentive program” to promote workforce attendance shall ~~be in effect for the term of this Agreement~~ sunset on June 30, 2017.
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Section 12. Work Schedules

- 160a. The side letter agreed to by the parties in 2012 is attached hereto as Appendix A and is incorporated by reference herein, with paragraphs 8 and 9 deleted.
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**ARTICLE IV. SCOPE**

Section 2. Duration.

162. This Agreement shall be effective upon ratification and shall be effective from July 1, 2007 through June 30, ~~2015~~2018.



OFFICE OF THE MAYOR  
SAN FRANCISCO



RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
MAY 21 PM 4:37  
EDWIN M. LEE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: *pm* Mayor Edwin M. Lee *je*  
RE: Memorandum of Understanding, Amendment No. 5 – San Francisco  
Police Officers' Association (Unit P-2B)  
DATE: May 21, 2013

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Attached for introduction to the Board of Supervisors is the Ordinance adopting and implementing Amendment No. 5 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers' Association (Unit P-2B) by implementing specified terms and conditions of employment for fiscal years 2013-2014, 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

I request that this item be calendared in Government Audit and Oversight Committee on June 13<sup>th</sup>, 2013.

I further request a waiver of the 30-day hold.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

*130484*

