

Amendment No. 2  
TO THE 2012-2014 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
SAN FRANCISCO DEPUTY PROBATION OFFICERS' ASSOCIATION

Consistent with the Tentative Agreement signed on July 31, 2013, the parties hereby amend the Agreement as follows:

**III.U. ADDITIONAL BENEFITS**

1. EMPLOYEE HEALTH CARE COVERAGE

240. The City shall maintain the level of health insurance and dental benefits as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage and, as appropriate, for dependent coverage.

~~2. *DEPENDENT HEALTH CARE COVERAGE*~~

~~241. *The City shall contribute 75% of the dependent rate charged by the City to employees for Kaiser coverage at the employee plus two or more level.*~~

~~3. *DENTAL COVERAGE*~~

~~242. *Each employee covered by this agreement shall be eligible to participate in the City's dental program.*~~

~~243. *Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.*~~

~~244. *The aforesaid contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.*~~

~~4. *CONTRIBUTIONS WHILE ON UNPAID LEAVE*~~

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~~245. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) continuous weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies he/she have no alternative coverage.~~

**a. Health Coverage Effective Through December 31, 2013**

**1) 5- MEDICALLY SINGLE EMPLOYEES**

246. From July 1, 2012 to December 31, 2013 for “medically single employees” (Employee Only) (i.e., benefited employees not receiving contributions paid by the City for dependent health care benefits), the City shall contribute all of the premium for the employees’ own health care benefit coverage.

**2) DEPENDENT HEALTH CARE COVERAGE**

**246a. From July 1, 2012 to December 31, 2013, for Dependent Coverage (Employee Plus One; Employee Plus Two More), the City shall contribute 75% of the dependent rate charged by the City to employees for Kaiser coverage at the employee plus two or more level.**

**b. Health Coverage Effective January 1, 2014 Through December 31, 2014**

**1) MEDICALLY SINGLE EMPLOYEES**

247. Effective January 1, 2014 **through December 31, 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 A8.426 and A8.428(b)(2); or (b), if the premium is less than the “average contribution,” one hundred percent (100%) of the premium.

248. 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

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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 ~~ninety percent (90%)~~ of the premium for the second highest cost plan for such employees.

2) DEPENDENT HEALTH CARE COVERAGE

248a. Effective January 1, 2014 through December 31, 2014, for Dependent Coverage (Employee Plus One; Employee Plus Two More), the City shall contribute 75% of the dependent rate charged by the City to employees for Kaiser coverage at the employee plus two or more level.

c. Health Coverage Effective January 1, 2015

248b. Effective January 1, 2015, 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:

1) Employee Only:

248c. 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.

2) Employee Plus One:

248d. 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-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

3) Employee Plus Two or More:

248e. 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

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contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

4) Contribution Cap

248f. 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) Average Contribution Amount

248g. For purposes of this agreement, and any resulting agreements under paragraph 248h, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the 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.

d. Agreement Not to Renegotiate Contributions in 2014

248h. The terms described in paragraphs 248b through 248g above will be effective in calendar year 2015, and the parties agree not to seek to modify this agreement through the term of any MOU entered into prior to, or in the spring of, 2014.

e. Other Terms Negotiable

248i. While the parties have agreed in paragraph 248h not to negotiate any changes to the Percentage-Based Contribution Model, the parties are free to make economic proposals to address any alleged impact of the health contribution levels described above or other health related issues not

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involving the percentage-based contribution model (e.g. wellness and transparency).

f. Other Agreements

248j. 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 to the Union as a substitute.

~~2.3.~~ DENTAL COVERAGE

248k. *Each employee covered by this agreement shall be eligible to participate in the City's dental program.*

248l. *Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.*

248m. *The aforesaid contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.*

3.4. CONTRIBUTIONS WHILE ON UNPAID LEAVE

248n. *As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) continuous weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies he/she have no alternative coverage.*

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