

File No. 110633

Committee Item No. 6

Board Item No. 4

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 9, 2011

Board of Supervisors Meeting

Date: 6.28.11

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget Analyst Report
- Legislative Analyst Report
- Introduction Form (for hearings)
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement (Approved as to Form)
- Award Letter
- Application
- Public Correspondence

OTHER

(Use back side if additional space is needed)

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Completed by: Andrea S. Ausberry

Date June 2, 2011

Completed by: AA

Date 6.13.11

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

1 [Memorandum of Understanding, Amendment No. 3 - Service Employees International Union,
2 Local 1021 (H-1 Fire Rescue Paramedics)]

3 Ordinance adopting and implementing Amendment No. 3 to the 2007-2013

4 Memorandum of Understanding between the City and County of San Francisco and the
5 Service Employees International Union, Local 1021, H-1 Fire Rescue Paramedics, by
6 implementing specified terms and conditions of employment for FYs 2011-2012 and
7 2012-2013.

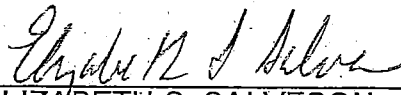
8
9 NOTE: Additions are single-underline italics Times New Roman;
10 deletions are ~~strike-through italics Times New Roman~~.
11 Board amendment additions are double-underlined;
12 Board amendment deletions are ~~strikethrough normal~~.

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

14 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 3
15 to the 2007-2013 Memorandum of Understanding between the City and County of San
16 Francisco and the Service Employees International Union, Local 1021, H-1 Fire Rescue
17 Paramedics, by implementing specified terms and conditions of employment for fiscal years
18 2011-2012 and 2012-2013.

19 Amendment No. 3 to the Memorandum of Understanding so implemented is on file in
20 the office of the Board of Supervisors in Board File No. 110633.

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

24 By: 
25 ELIZABETH S. SALVESON
Chief Labor Attorney



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Monique Zmuda
Deputy Controller

June 9, 2011

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 Numbers 110630 through 110651: Memoranda of Understanding (MOU) Increasing Dental Premium Contributions by Employees and Reducing City Contributions on Behalf of Medically Single Employees Enrolled in the City Health Plan

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of ordinances contained in the file numbers above. The ordinances cover the period July 1, 2011 through June 30, 2012, affecting 14,117 authorized positions with an overall salary base of approximately \$1.3 billion.

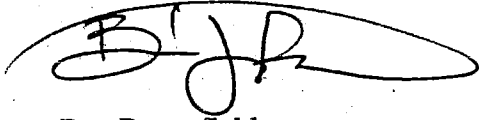
The City and Public Employee Committee (PEC) agreed to establish a labor management committee to identify changes to MOU negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care costs, beginning in FY 2011-12. PEC member union MOUs all contained a default provision should the labor management committee not reach mutual agreement on such changes, which was that for all medically single employees enrolled in the City Plan, the City's contribution would be capped at an amount equivalent to the cost of the second highest cost plan for medically single enrollees. Had the dental premium change not been negotiated, employees who elected to enroll in the City Plan would have had to pay the difference between the capped amount and the City Plan amount.

Attachment A shows the estimated savings by union for those unions that agreed to have their members pay premiums ranging from \$5 to \$15 per month for employees enrolled in the Delta Dental PPO effective July 1, 2011. Based on our analysis, the ordinances will result in savings of approximately \$2.3 million due to employee premium contributions. Had the parties chosen the default option of capping the City's contribution at the cost of the second most expensive HMO for employee-only enrollment in the City Plan, the savings in FY 2011-12 would have yielded approximately \$3.8 million.

These estimates are based on February 2011 enrollment data. A preliminary review of FY 2011-12 data does not indicate a significant shift in enrollment from Delta Dental to lower cost dental HMO plans during the April 2011 open enrollment period, which would result in additional savings.

If you have additional questions or concerns please contact me at 554-7500 or Michelle Allersma of my staff at 554-4792.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Rosenfield', enclosed within a large, loopy oval flourish.

Ben Rosenfield
Controller

cc: Micki Callahan, ERD
Harvey Rose, Budget Analyst

Attachment A
 Various Labor Organizations
 Estimated Costs/(Savings) FY 2011-2012
 Controller's Office

| File No. | Union | Costs/(Savings) from Employee Dental Premium Contributions | Costs/(Savings) from Eliminating the Cap on City Contributions for Medically Single City Plan Enrollees |
|---------------|--|--|---|
| 110629 | Consolidated Crafts Organizations | (\$52,329) | \$131,410 |
| 110640 | Operating Engineers Local 3 of the International Union of Operating Engineers | (\$6,900) | \$6,258 |
| 110634 | International Federation of Professional and Technical Engineers, AFL-CIO, Local 21 | (\$413,327) | \$894,843 |
| 110641 | United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38 | (\$38,881) | \$56,319 |
| 110651 | Union of American Physicians and Dentists, Unit 11-AA | (\$2,340) | \$12,515 |
| 110650 | Union of American Physicians and Dentists, Unit 8-CC | (\$20,704) | \$143,926 |
| 110647 | Transport Workers Union of America, AFL-CIO, Local 200 | (\$33,122) | \$43,803 |
| 110644 | SEIU 1021 (Locals 250, 535, 790) | (\$1,074,664) | \$1,295,331 |
| 110649 | Transport Workers Union of America, AFL-CIO, Local 250-A (Multi-Unit) | (\$9,302) | 31,288.20 |
| 110648 | Transport Workers Union of America, AFL-CIO, Local 250-A (Non-MTA Auto Service Workers) | (\$17,282) | \$37,546 |
| 110636 | Municipal Attorneys' Association | (\$48,664) | \$87,607 |
| 110637 | Municipal Executives' Association, Misc. | (\$104,844) | \$212,760 |
| 110638 | Municipal Executives' Association, Fire | (\$1,081) | \$6,258 |
| 110639 | Municipal Executives' Association, Police | (\$120) | \$6,258 |
| 110630 | Deputy Probation Officers' Association | (\$13,863) | \$31,288 |
| 110633 | Local 793, Fire Rescue Paramedic | (\$240) | \$0 |
| 110632 | Local 798, Firefighters | (\$177,841) | \$369,201 |
| 110632 | Local 798, Firefighters | (\$5,520) | \$12,515 |
| 110646 | Local 856, Teamsters Multi-Unit | (\$1,922) | \$0 |
| 110642 110643 | SFPOA (Local 911) , Q 2 - Q 50, & 0380 | (\$282,252) | \$456,808 |
| 110645 | International Union of Operating Engineers, Local 3, AFL-CIO, Supervising Probation Officers | (\$1,920) | \$0 |
| 110635 | SFIPOA, Institutional Police Officers Association | (\$180) | \$0 |
| TOTAL | | (\$2,307,300) | \$3,835,933 |

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mayor Edwin M. Lee
RE: Amendments to Various Memoranda of Understanding
DATE: May 17, 2011

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2011 MAY 17 AM 11:22

Dear Madame Clerk:

Attached for introduction to the Board of Supervisors are the following amendments to 23 different Memoranda of Understanding, listed below.

- 10629 1. Consolidated Crafts, (July 1, 2010 through June 30, 2012)
- 10630 2. Deputy Probation Officers' Association, (July 1, 2010 through June 30, 2012)
- 10631 3. Fire, Unit 1, (July 1, 2007 through June 30, 2013)
- 10632 4. Fire, Unit 2, (July 1, 2007 through June 30, 2013)
- 10633 5. SEIU, Local 1021, H1 Fire Rescue Paramedics, (July 1, 2007 through June 30, 2013)
- 110634 6. IFPTE, Local 21, (July 1, 2006 through June 30, 2012)
- 7635 7. Institutional Police Officers' Association, (July 1, 2010 through June 30, 2012)
- 110636 8. MAA, (July 1, 2010 through June 30, 2012)
- 110637 9. MEA Misc., (July 1, 2006 through June 30, 2012)
- 110638 10. MEA Fire, (July 1, 2007 through June 30, 2013)
- 110639 11. MEA Police, (July 1, 2007 through June 30, 2013)
- 110640 12. Operating Engineers, Local 3 (July 1, 2010 through June 30, 2012)
- 110641 13. Plumbers, Local 38, (July 1, 2010 through June 30, 2012)
- 110642 14. POA - P1&P2A, (July 1, 2007 through June 30, 2013)
- 110643 15. POA - P2B, (July 1, 2007 through June 30, 2013)
- 110644 16. SEIU, Local 1021, (July 1, 2010 through June 30, 2012)
- 110645 17. Operating Engineers, Supervising Probation Officers, (July 1, 2010 through June 30, 2012)
- 110646 18. Teamsters, Local 856 Multi-Unit, (July 1, 2010 through June 30, 2012)
- 110647 19. TWU Local 200 (Non-MTA), (July 1, 2010 through June 30, 2012)
- 110648 20. TWU Local 250-A (Non-MTA Class 7410), (July 1, 2010 through June 30, 2012)
- 110649 21. TWU Local 250-A (Multi-Unit), (July 1, 2010 through June 30, 2012)
- 110650 22. UAPD - Unit 8CC, (July 1, 2006 through June 30, 2012)
- 110651 23. UAPD - Unit 11AA, (July 1, 2006 through June 30, 2012)

I request that these items be calendared in Government Audit & Oversight Committee.

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

**Amendment No. 3
TO THE 2007-2013 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**

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2011 MAY 17 AM 11:24

The parties hereby amend the Memorandum of Understanding as follows:

SECTION 20. SICK LEAVE PAY

- A. Members shall accrue thirteen (13) sick days (104 hours) per year.
- B. Any vested sick pay will be used last.
- C. Wellness Program

The City shall continue the pilot "wellness incentive program" to promote workforce attendance for the term of this Agreement.

Any 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.

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.

Example of Calculation:

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

The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1,040) hours, including any vested sick leave.

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

The beneficiaries of an employee who has been recognized by the Fire Commission as having died in the line of duty shall receive payments provided by the wellness incentive program.

The Pilot "wellness incentive program" shall be in effect for the term of this Agreement.

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.~~

B. Dependent Health Coverage: 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. The aforesaid contributions shall be paid to the City Health Services System, and shall not be considered as a part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; 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.
- D. Dental Coverage: The City shall continue to provide dental benefits at the existing level.
- D(1). Effective July 1, 2011, 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.**
- E. For informational purposes only, in accordance with the Charter and Health Services Systems rules and procedures, members shall be permitted to choose which available City plan they wish to participate in during the Health Service System open enrollment period.
- F. The kinds of benefits made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of members of the Department.
- G. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) 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 they have no alternative coverage.

FOR THE CITY

FOR THE UNION

Micki Callahan
Human Resources Director

Date

Pattie Tamura
SEIU, Local 1021

Date

Martin R. Gran Date
Employee Relations Director

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

Elizabeth M. Salvson 5-10-11
Elizabeth Salvson Date
Chief Labor Attorney,
Office of the City Attorney