File No. 110631
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<b>Board Item</b>	NO.	

## **COMMITTEE/BOARD OF SUPERVISORS**

AGENDA PACKET CONTENTS LIST

Committee:	Government Audit and Oversight	Date: <u>June 9,</u>	2011
Board of Su	pervisors Meeting	Date:	
Cmte Boa	rd		
	Motion		
	Resolution		
	Ordinance	The second secon	
	Legislative Digest		
	Budget Analyst Report		
	Legislative Analyst Report		
	Introduction Form (for hearings)		
	Department/Agency Cover Letter a	nd/or Report	
	MOU	opoit	
	<b>Grant Information Form</b>	•	
	Grant Budget		
	Subcontract Budget	•	-
	Contract/Agreement (Approved as	to Form)	
	Award Letter	•	
	Application		
	Public Correspondence		
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An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

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[Memorandum of Understanding, Amendment No. 4 - San Francisco Firefighters, Local 798, (Unit 1)]

Ordinance adopting and implementing Amendment No. 4 to the 2007-2013 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Firefighters, Local 798, Unit 1, by implementing specified terms and conditions of employment for FYs 2011-2012 and 2012-2013.

NOTE:

Additions are *single-underline italics Times New Roman*; deletions are strike-through italies Times New Roman. Board amendment additions are double-underlined; Board amendment deletions are strikethrough normal.

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

Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 4 to the 2007-2013 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Firefighters, Local 798, Unit 1 by implementing specified terms and conditions of employment for fiscal years 2011-2012 and 2012-2013.

Amendment No. 4 to the Memorandum of Understanding so implemented is on file in the office of the Board of Supervisors in Board File No. 110631.

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:

Chief Labor Attorney

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Mayor Lee **BOARD OF SUPERVISORS** 

### 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

### 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 20, 2012) 2. Deputy Probation Officers' Association, (July 1, 2010 through June 30, 2012) 0630 0631 3. Fire, Unit 1, (July 1, 2007 through June 30, 2013)
- 10632 4. Fire, Unit 2, (July 1, 2007 through June 30, 2013)
- 0633 5. SEIU, Local 1021, H1 Fire Rescue Paramedics, (July 1, 2007 through June 30, 2013)
- 0634 6. IFPTE, Local 21, (July 1, 2006 through June 30, 2012)
- 7. Institutional Police Officers' Association, (July 1, 2010 through June 30, 2012)
- 8. MAA, (July 1, 2010 through June 30, 2012) 0636
- 9. MEA Misc., (July 1, 2006 through June 30, 2012)
- 10. MEA Fire, (July 1, 2007 through June 30, 2013)
- 11. MEA Police, (July 1, 2007 through June 30, 2013)
- 12. Operating Engineers, Local 3 (July 1, 2010 through June 30, 2012)
- 13. Plumbers, Local 38, (July 1, 2010 through June 30, 2012)
- 14. POA P1&P2A, (July 1, 20007 through June 30, 2013)
- <u> 7 43 15.POA P2B, (July 1, 2007 through June 30, 2013)</u>
- 了 17. Operating Engineers, Supervising Probation Officers, (July 1, 2010 through June 30, 2012)
- 10646 18. Teamsters, Local 856 Multi-Unit, (July 1, 2010 through June 30, 2012)
- <u>//のんダ구 1</u>9.TWU Local 200 (Non-MTA), (July 1, 2010 through June 30, 2012)
- 10648 20. TWU Local 250-A (Non-MTA Class 7410), (July 1, 2010 through June 30, 2012)
- の649 21.TWU Local 250-A (Multi-Unit), (July 1, 2010 through June 30, 2012)
- 7/1565 22. UAPD Unit 8CC, (July 1, 2006 through June 30, 2012)
- 23. UAPD Unit 11AA, (July 1, 2006 through June 30, 2012) 10651

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

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

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# Amendment No. 4 TO THE 2007-2013 MEMORANDUM OF UNDERSTANDING BETWEEN

### THE CITY AND COUNTY OF SAN FRANCISCO

**AND** 

SAN FRANCISCO FIRE FIGHTERS UNION, LOCAL 798, IAFF, AFL-CIO (UNITE)

The parties hereby amend the Memorandum of Understanding as follows:

### SECTION 31. HEALTH AND DENTAL COVERAGE

- Employee Health Coverage: The City shall continue to provide contributions for employee health benefits as may be available through the Health Service System for members at the rate of \$197.00 per month or at the rate set pursuant to Charter Sections A8.423 through A8.428, whichever is greater.
- 31.2 For "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.

#### 31.3 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.
- 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.
- 31.5 If no mutual agreement on another option is reached as described in section 31.4, 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.
- 31.6 Dependent Health Coverage: The City shall contribute up to \$225.00 per month towards members' dependent health coverage. However, in the event that the cost of dependent care exceeds \$225.00 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.

- 31.7 The aforesaid contributions shall be paid to the City Health Service 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.
- 31.8 Dental Coverage: The City shall continue to provide dental benefits at the existing level.
- 31.8a. 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.
- 31.9 Members shall be permitted to choose which available City plan they wish to participate in during the Health Service System open enrollment period.
- 31.10 The kinds of benefits made available by the City to the domestic partners of other City employees shall be available to the domestic partners of members of the Department.
- 31.11 Hepatitis B Vaccine and Hepatitis C Screening. The City shall provide, at its cost, Hepatitis B vaccine immunization and Hepatitis C screening for members whose health plans do not provide these benefits.
- 31.12 Annual Tuberculosis Screening. The City shall provide, at its cost, annual tuberculosis screening for members.
- 31.13 Voluntary prostate cancer screening. As part of the Department's Health Check Program, the Department shall offer all male bargaining unit members who are over 40 years of age, at no cost to the members, voluntary prostate cancer screening, using the current industry standard screening procedure for the detection of prostate cancer.
- 31.14 Voluntary breast cancer screening. As part of the Department's Health Check Program, the Department shall offer all female bargaining unit members who are over 35 years of age, at no cost to the members, voluntary breast cancer screening, using the current industry standard screening procedure for the detection of breast cancer.
- 31.15 Voluntary kidney and bladder cancer screening. In the event that the current kidney and bladder cancer screening program is discontinued, the City shall notify the Union in advance and meet and confer over the impact.
- 31.16 The City shall provide, at the option of the member, and at no cost to the member, immunization for:
  - tetanus-diphtheria
  - rubella
  - measles

- polio
- influenza
- 31.17 In the event an employee has a health plan made available through the City, and such plan provides for immunizations or screenings at no cost to the employee, such plan shall be utilized to fulfill the provisions of this section.
- 31.18 Consistent with applicable law, the City shall maintain confidentiality of all medical records and other medical information concerning members.
- 31.19 As set forth in Administrative Code Section 16.701(b), a covered employee who is 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 is on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, a disciplinary suspension or on a layoff holdover list where the employee verifies that he or she has no alternative coverage.

FOR THE CITY			FOR THE UN	NION		
Micki Callahan Human Resources Director	Date		Thomas O'Co IAFF, Local 7			Date
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Martin R. Gran Employee Relations Director	Date	•				
APPROVED AS TO FORM: DENNIS J. HERRERA, City Attorney	<b>y</b>				· .	

Date

Elizabeth Salveson Chief Labor Attorney, Office of the City Attorney

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