Amendment No. 1 TO THE 2012-2014 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND SAN FRANCISCO SHERIFFS' MANAGERS AND SUPERVISORS ASSOCIATION

The parties hereby amend the Collective Bargaining Agreement as follows:

III.K. VACATION

- 196. Vacations will be administered pursuant to the Administrative Code, Article II, Section 16.10 through 16.16.
- <u>196.a</u> There shall be a ratio of four-to-one vacation slots allotted for MSA members assigned to a specific watch/team at each facility/unit for vacation sign-up for that watch/team.
- 196.b.This vacation sign-up ratio shall be implemented as a pilot program for the 2014 and 2015calendar year vacation sign-ups.The parties intend that the cost of this pilot programwill not exceed one-half percent of MSA's payroll.By no later than February 15, 2015,the Department will compare 2014 vacation use to 2013 vacation use to evaluate whetherthe pilot program has negatively impacted department overtime.

III.L. HEALTH AND WELFARE

- *1.* Employee Health Care.
- 197. The level of the City's contribution to health benefits will be set in accordance with the requirements of Charter Sections 8.423 and 8.428.
 - 2. Medically Single (*Employee Only*)
- 198. From July 1, 2012 to December 31, 2013, the City shall contribute all of the 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).
- 199. Effective January 1, 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 A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution," one hundred percent (100%) of the premium.

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- 200. 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 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.
 - 3. Dependent Health Care Pick-Up. (*Employee Plus One; Employee Plus Two or More*).
- 201. The City will contribute up to 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.
 - 4. Dental Coverage.
- 202. The City agrees to maintain dental plan coverage at present levels for the term of this Agreement. Otherwise, effective January 1, 2013, 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.
 - 5. Contributions While On Unpaid Leave.
- 203. 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.

6. Pilot Fitness Incentive Testing (FIT) Program

- 203.a. The Department and the Union will form a joint Fitness Committee to establish and oversee the San Francisco Sheriff's Department MSA Pilot Fitness Incentive Testing (FIT) Program, which shall be available to all employees covered under this MOU. The FIT Program shall remain in effect for the term of this MOU.
- 203.b. The FIT Program will consist of a fitness test which employees may participate in twice a year. Employees may earn up to 20 FIT hours for each testing period, not to exceed 40 FIT hours per year. FIT hours can only be earned through participation in the San Francisco Sheriff's Department MSA FIT Program. FIT hours can be used for personal time off, provided however that the Department can deny individual use of FIT hours if it will negatively impact operations, i.e. if it will cause overtime. However, the Department will make its best effort to allow employees to use their FIT hours. FIT hours must be used within one year of the date received.

203.c. The City will provide an initial budget of \$7,211.82 for Fiscal Year 2013-2014 and \$4,069.66 per fiscal year thereafter for operating costs of the program. These funds will be used exclusively for the purpose of educating members, training facilitators and promoting the FIT program. Any funds not used in a year may be carried over to the next year. The Department shall provide up to 100 hours of release time per fiscal year for the FIT Program facilitators to use for continuing education, and development and promotion of the FIT Program.

FOR THE CITY

FOR THE UNION

Micki Callahan Human Resources Director Lisette Adams Date San Francisco Sheriffs' Managers and Supervisors Association

Martin R. Gran Employee Relations Director Date

Date

Date

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

Janet Richardson Deputy City Attorney, Office of the City Attorney