

File No. 130453

Committee Item No 3  
Board Item No. \_\_\_\_\_

**COMMITTEE/BOARD OF SUPERVISORS**  
AGENDA PACKET CONTENTS LIST

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

**Cmte Board**

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

**OTHER (Use back side if additional space is needed)**

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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.

[Memorandum of Understanding - San Francisco Sheriffs' Managers and Supervisors Association - FY2013-2014]

**Ordinance adopting and implementing 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 by implementing specified terms and conditions of employment for FY2013-2014.**

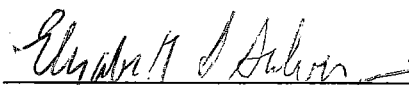
NOTE: Additions are *single-underline italics Times New Roman*; deletions are ~~*strike-through italics Times New Roman*~~. Board amendment additions are double-underlined; Board amendment deletions are ~~strikethrough normal~~.

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. 1 to the 2012-2014 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association by implementing specified terms and conditions of employment for fiscal year 2013-2014.

Amendment No. 1 to the Memorandum of Understanding so implemented is on file in the office of the Board of Supervisors in Board File No. 130453.

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

By:   
ELIZABETH S. SALVESON  
Chief Labor Attorney

OFFICE OF THE MAYOR  
SAN FRANCISCO



EDWIN M. LEE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: *for* Mayor Edwin M. Lee *je*  
RE: Collective Bargaining Agreement, Amendment No. 1 – San Francisco  
Sheriffs' Managers and Supervisors Association  
DATE: May 14, 2013

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
MAY 14 PM 4:36

Attached for introduction to the Board of Supervisors is the Ordinance adopting and implementing 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 by implementing specified terms and conditions of employment for fiscal year 2013-2014.

I request that this item be calendared in Budget and Finance Committee.

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

130453

**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.
- 196.a. There shall be one (1) vacation slot allotted for every four (4) 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 2015 calendar year vacation sign-ups. The parties intend that the cost of this pilot program will 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 whether the 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.

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 such use will negatively impact operations, including but not limited to whether such use will cause the Department to incur 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 Date  
Human Resources Director

\_\_\_\_\_  
Lisette Adams Date  
San Francisco Sheriffs' Managers and  
Supervisors Association

\_\_\_\_\_  
Martin R. Gran Date  
Employee Relations Director

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

Janet Richardson 5/14/13  
Janet Richardson Date  
Deputy City Attorney,  
Office of the City Attorney