

## N. DEPENDENT HEALTH BENEFITS COVERAGE PERIODS

### 1. Coverage Effective Dates

Eligibility qualification requires submission of completed application form and other required documentation to the Health Service System within thirty (30) days of a qualifying event. Coverage shall be effective as set forth below. See Appendix A for coverage period schedules for the current plan year.

#### a. Eligible Dependents

ELIGIBILITY EVENT DATE	COVERAGE EFFECTIVE DATE
At the time of member's original enrollment	1 <sup>st</sup> day of the coverage period after a completed application is filed with the Health Service System

A member may enroll his eligible dependents at the time of original enrollment. Coverage for eligible dependents becomes effective on the same day as the member. However, a dependent that is hospital-confined at the time of the member's original eligibility shall be added effective on the date he or she is no longer hospital confined. Eligibility documentation is required.

#### b. Eligible Spouses, or Domestic Partners, and Other Eligible Dependents Acquired By Marriage or Domestic Partnership

ELIGIBILITY EVENT DATE	COVERAGE EFFECTIVE DATE
Within 30 days after the date of marriage or domestic partnership	1 <sup>st</sup> day of the coverage period after a completed application is filed with the Health Service System

An active employee or Retiree Member, who marries or enters into a domestic partnership after becoming a member, may enroll his or her spouse or domestic partner and other eligible dependents acquired by marriage or domestic partnership. Enrollment is to be made within thirty (30) days after the date of marriage or domestic partnership, and coverage for eligible dependents so enrolled shall become effective as of the 1<sup>st</sup> day of the coverage period after a completed application is filed with Health Service System. However, a hospital-confined dependent shall be added effective the date he or she is no longer hospital confined. Documentation of marriage or domestic partnership is required.

**c. Eligible Newborns**

ELIGIBILITY EVENT DATE	COVERAGE EFFECTIVE DATE
Within 30 days after birth or commencement of legal custody	The date of birth as long as a completed application is filed with the Health Service System within thirty (30) days of the date of birth

A member's newborn child must be enrolled in the Health Service System to have coverage, provided such enrollment is made within thirty (30) days after birth. Such enrollment shall be made by application to the Health Service System and shall be effective from the date of birth. Documentation of birth is required.

**d. Eligible Adopted Children and Children Placed for Adoption**

ELIGIBILITY EVENT DATE	COVERAGE EFFECTIVE DATE
Within 30 days of the commencement of legal custody or placement	The commencement of legal custody as long as a completed application is filed with the Health Service System within thirty (30) days of the date of adoption

An adopted child of a member (or member's spouse or domestic partner) may be enrolled, provided such enrollment is made within thirty (30) days of commencement of legal custody. Such enrollment shall be made by application to the Health Service System and shall be effective from the date on which such legal custody commenced. Documentation of adoption is required.

**e. Limited Exceptions for Newborn and Adopted Child Enrollments**

Notwithstanding the foregoing, after the expiration of the applicable period of thirty (30) days set forth in Sections N.1.c. and N.1.d. above, the Health Service System Director may permit the enrollment of a newborn child or a newly adopted child into a medical benefit plan offered by the Health Service System upon satisfaction of each of the following conditions:

- (1) The Director has found that the member has acted in good faith and not in willful violation of the rules contained in Sections N.1.c. and N.1.d. above;
- (2) The child's membership will be effective on the date of birth or the date of commencement of legal custody, as the case may be;

- (3) The Health Service System receives full payment of all premiums (both employer-paid and member-paid portions) required to enroll the child for the period from such effective date through the end of the current coverage period;
- (4) To comply with agreements established with the health benefit plan vendors, newborns must be enrolled within six (6) months of the date of birth to be eligible for coverage.

**f. Eligible Dependent Children for Whom the Member (or Member’s Spouse or Domestic Partner) Has Assumed Legal Guardianship**

ELIGIBILITY EVENT DATE	COVERAGE EFFECTIVE DATE
Within 30 days of commencement of legal guardianship	1 <sup>st</sup> day of the coverage period after a completed application is filed with the Health Service System

An eligible dependent child of whom the member (or member’s spouse or domestic partner) has assumed legal custody may be enrolled provided such enrollment is made within thirty (30) days of commencement of legal custody. Such enrollment shall be made by application to the Health Service System and shall be effective the first day of the coverage period after a completed application is filed with the Health Service System. Documentation of eligibility is required.

**g. Other Eligible Dependents Who Have Entered the United States or Have Moved Into the Service Area of the Member’s Health Benefit Plan**

ELIGIBILITY EVENT DATE	COVERAGE EFFECTIVE DATE
Within 30 days of the date the dependent changes his or her primary residence	1 <sup>st</sup> day of the coverage period after a completed application is filed with the Health Service System.

Other eligible dependents who have either entered the United States or have moved into the service area of the member’s health benefit plan may be enrolled provided such enrollment is made within thirty (30) days of the date the dependent changes his or her primary residence. Coverage will be effective on the first day of the coverage period after a completed application is filed with the Health Service System. Documentation is required.

#### **h. Eligible Dependents Who Lose Group Health Insurance Coverage Through Job Displacement**

ELIGIBILITY EVENT DATE	COVERAGE EFFECTIVE DATE
Within 30 days of the last date of group coverage under another employer.	1 <sup>st</sup> day of the coverage period after a completed application is filed with the Health Service System

Eligible dependents who lose group health insurance coverage through job displacement may apply for coverage through the Health Service System within thirty (30) days of the last date of group coverage under another employer. Such application for coverage requires a letter from the former employer or former health benefit plan vendor stating the reason for lost coverage and the last date of coverage. The approval or rejection of the application and effective date of any coverage other than listed above is subject to the discretion of the Health Service System.

#### **i. Open Enrollment Coverage Effective Date**

Dependents not enrolled by the member at the time of the member's enrollment, or within the applicable periods of eligibility as described in this Section M. may thereafter be enrolled only during open enrollment with coverage to be effective the first day of the following plan year. Documentation of eligibility is required.

### **O. WAIVING HEALTH BENEFITS COVERAGE (VOLUNTARY)**

A member may waive coverage by submitting a completed HSS application form and requesting that coverage be waived. It shall be the sole responsibility of the member to apply for a coverage waiver in accordance with these Rules. Unless otherwise noted in the subsections below, if an enrolled member waives coverage for himself, herself or any enrolled dependents, the termination date of coverage will vary depending on the member's premium contribution dates and corresponding coverage periods.

#### **1. Voluntary Waiver of Health Benefits Coverage**

- a.** A member may elect to waive coverage when he or she first qualifies for Health Service System eligibility per Section A.
- b.** A member may elect to waive coverage during open enrollment by submitting all required forms and documentation to the Health Service System no later than the required deadlines. Disenrollment from benefit plans takes effect the first day of the following plan year.

- c. Based on the rules governing qualifying events set forth in Section G, a member may waive coverage outside of open enrollment by submitting required forms and documentation by the deadlines prescribed by the Health Service System.
- d. A retiree member may waive medical coverage for himself or herself or a dependent at any time by completing the Retiree Enrollment form and submitting to HSS for processing. Retiree dental coverage can only be waived during open enrollment, unless there is a qualifying event. (Section G.)
- e. A member may elect to waive enrollment in a health benefit plan for himself or herself, and any enrolled dependents, for the duration of an unpaid leave if appropriate notice and documentation is given to the Health Service System in advance or immediately upon the commencement of the unpaid leave. (See Section R.)

## **2. Duration of Voluntary Waived Health Benefits Coverage**

- a. Waiver of coverage will remain in effect until lifted by the member, which shall only take place during the open enrollment or if there is a qualifying event. To enroll in coverage a member must complete the required enrollment application and submit required documentation to the Health Service System by applicable due dates.
- b. A member who has waived coverage and who loses group coverage through job displacement of a spouse or domestic partner may apply for coverage through the Health Service System within thirty (30) days of the last date of group coverage under the same provisions as provided for dependents in Section N.1.h.
- c. A member may waive coverage if other medical or dental coverage has been obtained. An application form and required documentation must be submitted to HSS within 30 days of the date other coverage begins. The waiver will be effective the first day of the coverage period following receipt of application. Exceptions to this rule may be made at the discretion of the Operations Manager.

## **3. Potential Impact of Waiving Employee Health Benefits on Eligibility For Retiree Health Benefits**

Under City Charter Section A8.428, an active employee must participate in a Health Service System health plan while an active employee to qualify for participation in the Health Service System as a "Retired Person" at the rate established for retired employees after service, disability or vesting retirement. Charter Sections A8.428(a)(1) and (a)(4) require that "Retired Person(s)" be a "former member(s) of the Health Service System."

**P. MEMBER PREMIUM CONTRIBUTIONS, EMPLOYER PREMIUM SUBSIDIES, AND DELINQUENCIES****1. Employer Premium Subsidy for Active Employee Members**

An active employee is eligible for the full employer contribution for their employer-subsided premium rate.

**2. Employer Premium Subsidy for Retiree Members**

- a) A Retiree Member hired before January 10, 2009 is eligible for the full employer contribution for his or her employer-subsidized premium rate with the following exception:
  - (1) A Retiree Member who retires after January 6, 2012, and who left employment before June 30, 2001, is not eligible for the Proposition E 50% reduction toward his or her premium (Charter Section A8.428(b)(3)(iii)) or the employer contribution of 50% of healthcare premiums for the first dependent (Charter Section A8.428(c)).
- b) A Retiree Member hired on or after January 10, 2009, who retired with a disability retirement, is eligible for the full employer contribution for his or her employer-subsidized premium rate.
- c) A Retiree Member hired on or after January 10, 2009, with ten (10) or more years of credited service (as determined by HSS), and who retires within 180 days of separation from employment, is eligible for the pro-rated employer contribution for his or her employer-subsidized premium rate based on the member's years of credited service:
  - (1) With twenty (20) or more years of credited service, the Retiree Member is eligible for the full employer contribution for his or her employer-subsided premium rate.
  - (2) With at least fifteen (15) years but less than twenty (20) years of credited service, the Retiree Member is eligible for the 75% employer contribution for his or her employer-subsided premium rate.
  - (3) With at least ten (10) years but less than fifteen (15) years of credited service, the Retiree Member is eligible for the 50% employer contribution for his or her employer-subsided premium rate.
  - (4) With at least five (5) years but less than ten (10) years of credited service, the Retiree Member must pay the full premium rate and is not eligible for any employer-subsided premiums.

**3. Employer Premium Subsidy for Eligible Surviving Dependents of an Active Employee Member**

- a) If the deceased active employee member was hired before January 10, 2009, the member's enrolled surviving spouse or surviving domestic partner is eligible for the full employer contribution for his or her employer-subsidized premium rate.
- b) If the deceased active member was hired on or after January 10, 2009 and had at least ten (10) years of credited service (as determined by HSS), the member's enrolled surviving spouse or surviving domestic partner is eligible for a pro-rated employer contribution rate, with an employer-subsidized premium rate based on the deceased member's years of credited service.
  - (1) The surviving spouse or surviving domestic partner of a deceased active member with twenty (20) or more years of credited service (as determined by HSS) will receive the full employer contribution to his or her employer-subsidized premium rate.
  - (2) The surviving spouse or surviving domestic partner of a deceased active member with more than fifteen (15) but less than twenty (20) years of credited service (as determined by HSS) will receive 75% of the employer contribution to his or her employer-subsidized premium rates.
  - (3) The surviving spouse or surviving domestic partner of a deceased active member with more than ten (10) but less than fifteen (15) years of credited service (as determined by HSS) will receive 50% of the employer contribution to his or her employer-subsidized premium rate.
  - (4) A surviving spouse or surviving domestic partner of a deceased active member who died in the line of duty, where the surviving spouse or surviving domestic partner is entitled to a death allowance, will receive the full employer contribution to his or her employer-subsidized premium rate.
  - (5) Surviving dependent children are charged the full premium and are not eligible for the employer-subsidized premium.

**4. Employer Premium Subsidy for Eligible Surviving Dependents of a Retiree Member Hired Before January 10, 2009**

A surviving spouse or surviving domestic partner of a deceased Retiree Member (as defined in Section A.8) hired before January 10, 2009, is eligible for the full employer contribution to his or her employer-subsidized premium rate.



**5. Employer Premium Subsidy for Eligible Surviving Dependents of a Retiree Member Hired On or After January 10, 2009**

- a. The surviving spouse or surviving domestic partner of a deceased Retiree Member who retired with a disability retirement under his or her retirement system is eligible for full employer contribution to his or her employer-subsidized premium rate.
- b. An enrolled surviving spouse or surviving domestic partner of a deceased Retiree Member who was hired on or after January 10, 2009, with at least ten (10) years of credited service (as determined by HSS), and retired within 180 days of separation from employment, is eligible for the pro-rated employer contribution rate for his or her employer-subsidized premium rate, based on the member's years of credited service:
  - (1) The surviving spouse or surviving domestic partner of a deceased Retiree Member with twenty (20) or more years of credited service (as determined by HSS) will receive the full employer contribution to their employer-subsidized premium rate.
  - (2) The surviving spouse or surviving domestic partner of a deceased Retiree Member with more than fifteen (15) but less than twenty (20) years of credited service (as determined by HSS) will receive 75% of the employer contribution to his or her employer-subsidized premium rate.
  - (3) The surviving spouse or surviving domestic partner of a deceased Retiree Member with more than ten (10) but less than fifteen (15) years of credited service (as determined by HSS) will receive 50% of the employer contribution to his or her employer-subsidized premium rate.

**6. Additional Rules for Employer Premium Subsidy for Eligible Surviving Dependents**

- a. A surviving spouse or surviving domestic partner of a retiree member may elect a lump-sum settlement without affecting eligibility (Section B.5) or the employer contribution to the employer-subsidized premium rate.
- b. The surviving spouse or surviving domestic partner who remarries, or enters into a new domestic partnership, does not lose his or her current coverage including current employer-subsidized premium rate. However, no new dependents can be added. (See section B.5.)
- c. Eligible surviving dependent children, designated as the first dependent, will receive the 50% employer Charter contribution toward the healthcare premiums of the retired Health Service System member's first dependent. Other eligible surviving dependent children are charged the full premium and are not eligible for the employer-subsidized premium rate.



**7. Members and Surviving Dependents Not Subject to Payroll or Pension Deductions**

- a. It is the responsibility of the member, or surviving dependent, to make payments directly to the Health Service System for employee and retiree premium contributions which are not, or cannot be, made by payroll or pension deductions.
- b. Members not subject to payroll, or retirement pension, deductions must pay the Health Service System directly by applicable due dates.
- c. Premium contributions are due by the last day of the effective coverage period. See Appendix A.

**8. Delinquent Payments**

- a. Any member premium contributions not paid when due shall constitute delinquent payments. After any payment becomes delinquent, the Health Service System shall provide to each affected member a notice of delinquency. Such notice shall be addressed to the current address on file with HSS and shall be sent by U.S. mail. Such delinquency notice shall indicate that, unless all premium contributions are paid by the due date specified, coverage shall be terminated on the last day of the coverage period in which full payment was made.
- b. If member fails to pay all delinquent premium contributions not made by the due date specified in the notice, coverage shall be terminated as of the last day of the coverage period in which full payment was made. HSS shall provide each affected member, or surviving dependent, a notice of termination of coverage. If payment is made within 14 calendar days of notice of termination, HSS will reinstate coverage with a \$50 reinstatement charge.
- c. Members, and surviving dependents, will be allowed one period of delinquent payment per benefit year. Repeated payment delinquency periods will result in termination of coverage.
- d. Partial payment of delinquent premium contributions shall not be sufficient to avoid or delay termination. Any such partial payment received by the Health Service System shall be applied to the most delinquent full coverage period. Premium contributions insufficient for a full coverage period will be returned or refunded.
- e. An employee member who does not make required premium contributions while on authorized leave will have his or her health plan benefits terminated. The health plan benefits in which he or she was enrolled prior to going on leave will resume on the first day of the coverage period following his or her return to active employee status, provided the employee notifies the Health Service System in writing within thirty (30) days of the date he or she returns to work.

- f. Notwithstanding anything to the contrary contained herein, if any applicable memorandum of understanding should require that the Health Service System continue coverage for any insured whose employee premium contributions are delinquent hereunder, then the Health Service System shall not terminate such insured so long as the insured's employer has provided written notice to the Health Service System of the memorandum of understanding, and all employee premium contributions are paid to the Health Service System by such employer when due.

**Q. TERMINATION OF HEALTH BENEFITS COVERAGE  
(INVOLUNTARY)**

1. Unless noted in the subsections below, termination date of coverage will vary depending on the member's premium contribution dates and corresponding coverage periods.
2. When a member is delinquent in the payment of employee or retiree premium contributions, benefits coverage for the member and any enrolled dependents will be terminated. (See Section P.8.)
3. If a member does not supply the Health Service System with all required eligibility documentation by required deadlines, including a Social Security number for himself or herself and/or any enrolled dependents, benefits coverage will be terminated. (See Section C: Eligibility Documentation Required.)
4. If a member does not maintain correct address and contact information on file with the Health Service System and cannot be contacted after a minimum of five attempts over two years to contact the member, benefits coverage will be terminated. **A member terminated for failure to keep current his or her address and contact information may seek reinstatement during the next open enrollment period.** (see Section C.4.)
5. Benefits of a member or dependent who becomes ineligible for any reason shall terminate on the last day of the coverage period for which full premium payments have been received. In the event that the date of ineligibility cannot be determined, termination shall be effective on the last day of the coverage period in which discovery of ineligibility occurs. (See Section E for member penalties that

will be incurred when a member fails to notify the Health Service System when a member's dependent becomes ineligible.)

6. Failure to comply with the conditions and requirements set forth in these Rules may result in retroactive termination of coverage.
7. Upon termination of a member's coverage, dependent coverage shall also be terminated.
8. An eligible member who has had benefits terminated may re-enroll himself or herself and his or her eligible dependents during annual open enrollment, with benefits coverage to commence the first day of the following plan year.

## **R. EMPLOYEES ON AUTHORIZED UNPAID LEAVE**

Eligibility for membership in the Health Service System continues for the duration of all approved unpaid leaves. If an employee does not notify the Health Service System regarding his or her preference for either continuing or waiving coverage prior to going on authorized unpaid leave, existing health coverage will continue, and the employee will be responsible for making all required health premium payments to the Health Service System by applicable due dates. Employees must notify HSS in advance or immediately upon their leave to either waive coverage or arrange for payment of employee premium contributions while on leave.

### **1. Continuing Coverage While on Authorized Unpaid Leave**

While on authorized leave, an employee can continue existing coverage for himself or herself and enrolled dependents. Employees may not make changes to medical or dental coverage after unpaid leave has begun. If an employee chooses to continue coverage while on authorized unpaid leave, he or she must make all required health premium payments directly to the Health Service System by applicable due dates. To return premium contributions to active status, employees must immediately notify the Health Service System—no later than thirty (30) days of returning to work.

### **2. Waiving Coverage While on Authorized Unpaid Leave**

At any time during an authorized leave, an employee may waive his or her existing coverage. To waive coverage, an employee must notify the Health Service System and submit all required forms and documentation prior to the start of leave. Employee must immediately notify the Health Service System—no later than thirty (30) days of returning to work in order to resume coverage and return premium contributions to active status. Coverage will resume the first day of the next coverage period following HSS notification of return to work.

### **3. Educational Leave and Personal Leave**

Membership in the Health Service System continues for the duration of the approved leave. For the first twelve (12) weeks, the City subsidy continues, and the member is only responsible for employee premium contribution amounts. If the approved leave continues beyond twelve (12) weeks, and the City subsidy ends, the member is responsible for paying the entire premium amount, which is the

combined total of the employee's and employer's premium contributions. Payments must be made directly to the Health Service System by the applicable due dates.

**4. Leave for Employment as an Employee Organization Officer or Representative**

Membership in the Health Service System continues for the duration of the approved leave. For the first twelve (12) weeks, the City subsidy continues, and the member is only responsible for employee premium contribution amounts. If the approved leave continues beyond twelve (12) weeks, and the City subsidy is discontinued, the member is responsible for paying entire premium contribution amount directly to the Health Service System by the applicable due dates. In certain cases, the union in which the member is serving will pay the cost of the member's health and/or dental insurance. In these cases, it is still the member's responsibility to make sure the premiums are paid. The Health Service System will not seek payment directly from the member's union.

**5. Family Care Leave**

While a member is on family care leave, Health Service System coverage continues as long as the member continues to pay any premium portion that was deducted from his or her paycheck. The City subsidy continues for the duration of the family care leave. The member is responsible for ensuring that the required health coverage payments are paid directly to the Health Service System by the applicable due dates.

**6. Personal Leave Following Family Care Leave**

If a member has been on family care leave, has maintained his or her health coverage, and continues his/her leave by personal leave for the same reason, then the City subsidy continues for the duration of the leave. The member is responsible for ensuring that the required health coverage payments are paid directly to the Health Service System by the applicable due dates.

**S. COBRA CONTINUATION OF HEALTH BENEFITS COVERAGE**

1. Pursuant to the federally mandated Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), and any subsequent federal legislation regarding COBRA, members and dependents who have lost coverage for the following reasons shall be entitled to elect COBRA continuation coverage under the Health Service System.

**a. COBRA Qualifying Events for Employees**

- (1) The employee’s employment is terminated (voluntarily or involuntarily) for reasons other than gross misconduct.
- (2) The employee’s regular work hours are reduced, resulting in loss of coverage.

**b. COBRA Qualifying Events for an Employee’s Spouse or Legal Domestic Partner Who is Covered on the Employee’s Health Benefit Plan**

- (1) Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
- (2) Reduction in the hours worked by the covered employee
- (3) Covered employee's becoming entitled to Medicare
- (4) Divorce or legal separation of the covered employee
- (5) Death of the covered employee

**c. COBRA Qualifying Events for Dependent Children Covered on an Employee’s Health Benefit Plan**

- (1) Loss of dependent child status under either Health Service System or health benefit plan vendor rules
- (2) Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
- (3) Reduction in the hours worked by the covered employee
- (4) Covered employee's becoming entitled to Medicare
- (5) Divorce or legal separation of the covered employee
- (6) Death of the covered employee

**2. Duration of COBRA Coverage**

The duration of COBRA coverage listed below may be extended (or shortened) in accordance with provisions in the original federal Act as well as subsequent federal and state legislation relating to COBRA.

COBRA QUALIFYING EVENT	INDIVIDUALS ELIGIBLE	DURATION OF COBRA COVERAGE
<ul style="list-style-type: none"> <li>• Employee’s termination</li> <li>• Employee’s reduction in working hours</li> </ul>	<ul style="list-style-type: none"> <li>• Employee</li> <li>• Spouse</li> <li>• Dependent child</li> </ul>	18 months from date active employee coverage ends

COBRA QUALIFYING EVENT	INDIVIDUALS ELIGIBLE	DURATION OF COBRA COVERAGE
<ul style="list-style-type: none"> <li>• Covered employee’s death</li> <li>• Covered employee’s divorce or legal separation</li> </ul>	<ul style="list-style-type: none"> <li>• Spouse</li> <li>• Dependent child</li> </ul>	<p>36 months from date active employee coverage ends</p>
<ul style="list-style-type: none"> <li>• Loss of dependent child status</li> </ul>	<ul style="list-style-type: none"> <li>• Child</li> </ul>	<p>36 months from date active employee coverage ends</p>

3. A COBRA-eligible individual who elects COBRA coverage will have a contribution rate which shall not exceed 102 percent of the applicable contract rate.
4. The deadlines for notices and payments shall be the same with respect to dependents as the deadlines applicable to employee members with COBRA coverage.
5. Dependents may elect continuation coverage for themselves as individuals, or in combination with each other and/or the eligible member, consistent with COBRA.
6. Employees and dependents who have exhausted continuation coverage under federal COBRA, may be eligible for Cal-COBRA if they are entitled to less than 36 months of federal COBRA. (Continuation coverage under both federal and state coverage will not exceed 36 months.) Self-funded plans, including UHC (City Plan), are not eligible for Cal-COBRA.

**T. OTHER PUBLIC AGENCIES ELIGIBLE TO PARTICIPATE IN THE HEALTH SERVICE SYSTEM**

**1. Election to Participate**

San Francisco Administrative Code Section 16.700 authorizes specified public agencies other than the City & County of San Francisco to participate in the Health Service System, and to determine, by resolution of the appropriate governing body, the officers and employees who are eligible to enroll in the System. If a resolution electing to participate in the Health Service System is filed with the System on or before April 1<sup>st</sup>, then the participating agency and its employees, retirees, and dependents shall be eligible to enroll the following January 1<sup>st</sup>. These time requirements may be modified only with the approval of the Health Service Board.

**2. Reports and Payments**

A participating agency shall perform the functions necessary to enroll its employees and to submit timely and accurate reports and payments as may be

required by the Director of the Health Service System; provided, however, that the Director may not impose any reporting or payment requirements that differ from those applicable to the City & County of San Francisco, without approval of the Health Service Board.

**3. Terminating Participation**

A participating agency may end its participation in the Health Service System by filing a resolution of its governing body with the Health Service Board. The resolution must be filed with the Health Service Board no later than April 1<sup>st</sup> to be effective the following January 1<sup>st</sup>. Coverage of all agency employees, retirees and dependents will terminate on December 31<sup>st</sup>, the end of the plan year. The resolution electing to end participation in the Health Service System is irrevocable after it is filed with the Health Service Board. An agency may not file a resolution electing to resume participation in the Health Service System for five (5) years after the effective date of its exit from the Health Service System.

**4. Exclusive Plans**

A participating agency may not maintain for its employees any medical plan or program offering hospital and medical care, other than the plans offered by the Health Service System, except as expressly agreed to by the Health Service Board.

**U. MEMBER APPEALS AND GRIEVANCES**

1. Members who have a grievance with the HSS determination of credited service or their eligibility for retiree health benefits and employer-sponsored premium subsidies must submit their grievance and supporting documents in writing to:

San Francisco Health Service System  
 Attention: Member Appeals  
 1145 Market Street, Suite 300  
 San Francisco, CA 94103

2. Members who have a grievance with a specific benefit plan must first try and resolve their grievance through the plan's member assistance process. Grievances will not be considered by the Health Service System until this action is taken and documentation is submitted to HSS.
3. Members are advised that grievances relating to medical service received (or not received) from a Health Maintenance Organization (HMO) plan must be filed with the California Department of Managed Healthcare (DMHC). Grievances relating to Preferred Provider Organization (PPO) medical services must be filed with the



California Department of Insurance (DOI). Grievances related to a self-insured plan are filed with Health Service System.

4. Members having grievances that cannot be resolved to the satisfaction of the member may submit the facts in writing to:  
San Francisco Health Service System  
Attention: Member Appeals  
1145 Market Street, Suite 300  
San Francisco, CA 94103
5. Member grievances must be submitted within sixty (60) days of the event giving rise to the grievance or the denial of the grievance by the member's specific benefit plan under Section U.2. above.
6. The Health Service System shall consider each appeal or grievance and shall notify the member of its decision within sixty (60) days of receiving a member grievance
7. Any member dissatisfied with the Health Service System's decision shall retain the right to appeal the decision in writing to the Health Service Board. Such appeal must be made within fifteen (15) business days after the date the Health Service System mails its decision to the member at the member's last known address on file with the Health Service System. The Health Service Board may grant an extension of time upon the showing of good cause
8. City Charter Section 12.200(5) requires the Health Service Board receive, consider and, within sixty (60) days after receipt, act upon any matter pertaining to the policies of, or appeals from, the Health Service System submitted to it in writing by any member or any person who has contracted to render medical care to the members.
9. The appeal to the Health Service System Board shall specifically identify the basis of the member's disagreement with the Health Service System decision in writing.
10. Prior to the Health Service System Board hearing, the Health Service System shall serve a written response to the member's grievance upon the member and the Board.
11. The Health Service System Board shall grant, deny or otherwise respond to all written appeals submitted consistent with City Charter Section 12.200(5).
12. All actions taken by the Health Service Board shall be final.
13. All appeals to the Health Service System Board shall be heard in closed session, unless the member requests that it be held in open session. The Health Service Board minutes shall not reflect any member-identifiable information relating to appeals.
14. Members shall be allowed to bring a personal representative of their choosing to the Health Service Board hearing, along with any other witnesses the member

believes may have direct knowledge of the facts underlying the member's claim. The Health Service System shall also be allowed to bring any witnesses it believes will help the Board in its decision-making process. The Health Service System Board may exclude any witness upon a finding that their testimony would be duplicative, without foundation and/or not relevant to the member's claim.

## **V. RULES OF INTERPRETATION**

The Health Service System has absolute discretionary authority to control and manage the operation and administration of the Health Service System, to correct errors, and to construe and interpret the Health Service System Rules including, but not limited to, determinations regarding benefits, eligibility and qualifying status change events. All decisions and interpretations of the Health Service System and the Health Service Board shall be conclusive and binding upon all persons and shall be given the greatest deference permitted by law.

Any activity or transaction between members, dependents and the Health Service System not explicitly determined by these Rules remains under the discretion of the Health Service System and/or the Health Service Board. To the extent these Rules conflict with the City Charter, the express language of the Charter, and not these Rules, shall apply.

**APPENDIX A: BENEFITS COVERAGE PERIODS**

For January 1, 2020 through December 31, 2020, benefit coverage periods for members on a bi-weekly premium payment schedule of twenty-six (26) premium payments per year:

<b>Benefits Coverage Period</b>
December 26, 2020 – January 8, 2021
January 9, 2021 – January 22, 2021
January 23, 2021 – February 5, 2021
February 6, 2021 – February 19, 2021
February 20, 2021 – March 5, 2021
March 6, 2021 – March 19, 2021
March 20, 2021 – April 2, 2021
April 3, 2021 – April 16, 2021
April 17, 2021 – April 30, 2021
May 1, 2021 – May 14, 2021
May 15, 2021 – May 28, 2021
May 29, 2021 - June 11, 2021
June 12, 2021– June 25, 2021
June 26, 2021 – July 9, 2021
July 10, 2021 – July 23, 2021
July 24, 2021 – August 6, 2021
August 7, 2021 – August 20, 2021
August 21, 2021 – September 3, 2021
September 4, 2021 – September 17, 2021
September 18, 2021– October 1, 2021
October 2, 2021 – October 15, 2021
October 16, 2021 – October 29, 2021
October 30, 2021 - November 12, 2021
November 13, 2021– November 26, 2021
November 27, 2021 – December 10, 2021
December 11, 2021 – December 24, 2021

**APPENDIX A: BENEFITS COVERAGE PERIODS** *(continued)*

For January 1, 2020 – December 31, 2020, benefit coverage periods for members on a twice-monthly premium payment schedule of twenty-four (24) premium payments:

<b>Benefits Coverage Period</b>	
1	December 23, 2020–January 5, 2021
2	January 6, 2021–January 19, 2021
3	January 20, 2021–February 2, 2021
4	February 3, 2021–February 16, 2021
5	February 17, 2021–March 2, 2021
6	March 3, 2021–March 16, 2021
7	March 17, 2021–March 30, 2021
8	March 31, 2021–April 13, 2021
9	April 14, 2021–April 27, 2021
10	April 28, 2021–May 11, 2021
11	May 12, 2021–May 25, 2021
12	May 26, 2021–June 8, 2021
13	June 9, 2021–June 30, 2021
14	July 1, 2020–July 6, 2021
	<i>Summer Coverage Period extra payroll deductions taken January to June pre-pay this summer coverage period</i>
15	August 4, 2021–August 17, 2021
16	August 18, 2021–August 31, 2021
17	September 1, 2021–September 14, 2021
18	September 15, 2021–September 28, 2021
19	September 29, 2021–October 12, 2021
20	October 13, 2021–October 26, 2021
21	October 27, 2021–November 9, 2021
22	November 10, 2021–November 23, 2021
23	November 24, 2021–December 7, 2021
24	December 8, 2021–December 21, 2021

**APPENDIX A: BENEFITS COVERAGE PERIODS** *(continued)*

For January 1, 2019 – December 31, 2019, benefit coverage periods for members on a monthly premium payment schedule of twelve (12) premium payments:

1	-	January 1, 2021	-	January 31, 2021
2	-	February 1, 2021	-	February 29, 2021
3	-	March 1, 2021	-	March 31, 2021
4	-	April 1, 2021	-	April 30, 2021
5	-	May 1, 2021	-	May 31, 2021
6	-	June 1, 2021	-	June 30, 2021
7	-	July 1, 2021	-	July 31, 2021
8	-	August 1, 2021	-	August 31, 2021
9	-	September 1, 2021	-	September 30, 2021
10	-	October 1, 2021	-	October 31, 2021
11	-	November 1, 2021	-	November 30, 2021
12	-	December 1, 2021	-	December 31, 2021

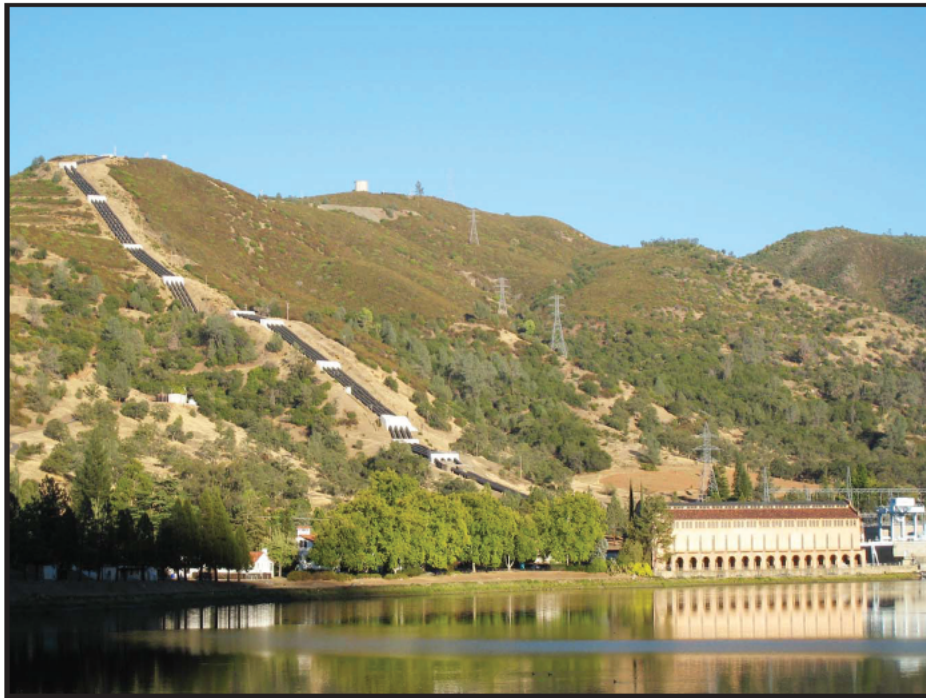
# **ATTACHMENT F**



San Francisco  
**Water Power Sewer**

Services of the San Francisco Public Utilities Commission

# Employee Handbook



San Francisco Public Utilities Commission  
Human Resource Services



- If a union representative cannot attend a conference at the scheduled date and time, management may allow for reasonable delay. 'Reasonable' means five working days, unless otherwise agreed upon.

### 11.1.2 Employee Rights and Privileges

Employees have the right to know:

- What is expected of them
- What will happen if they do not meet expectations
- That they will be dealt with uniformly and fairly if they do not meet expectations. There should be no "surprises" in the disciplinary process.
- That they are responsible for notifying their union representative immediately when the department initiates disciplinary action against them. If an official employee conference is scheduled, the employee is responsible for providing the date, time, place, and reason to the union representative. The employee must also give the union representative all necessary documents and information.
- That the disciplinary process and procedures are designed to respect their rights. They may respond to any allegations against them.

Employees within a bargaining unit may be entitled to union representation during an employee conference.

- If a union's MOU specifies that the union represents the employee, but you want a different representative, the union must approve your choice. At the employee conference, present two letters to HRS: one from the union approving your choice and one from you designating the approved person as your representative. Some MOUs allow you to represent yourself at employee conferences.

Non-union employees may always represent themselves at employee conferences or elect to have someone else represent them.

## 11.2 Definition of Terms

This section defines common terms that apply to disciplinary problems. For more information, or for definitions of terms not listed here, please contact your designated personnel analyst at HRS.

***Abandonment of Job or Position:*** Absence from work without authorized leave for more than 5 consecutive days. This problem is usually handled administratively, rather than as a disciplinary action.

**Absence without Leave (AWOL):** Absence from the work site during working hours without the supervisor's permission.

**Appointing Officer:** For disciplinary actions, the General Manager is the Appointing Officer and the authority cannot be delegated.

**Discourteous Treatment of Others:** Rude or abusive behavior toward coworkers, supervisors, the public, or other individuals in the course of duties.

**Dishonesty:** Not telling the truth in order to deceive, cheat, or defraud.

**Dismissal:** Discharging or firing a permanent Civil Service employee.

**Excessive Absenteeism:** Unreasonable or unacceptable use of sick leave, especially if it interferes with the employee's ability to perform his/her duties. Specific policies regarding excessive use of sick leave specify more than one day per month, 3-4 days per quarter, or more than the earned 13 days per year. Generally speaking, an employee is excessively absent when s/he uses more than the maximum number of earned sick leave days per year without reasonable justification. Sick leave taken in conjunction with days off, paydays, and medical documentation submitted by employees is considered and evaluated on an individual basis.

**Excessive Tardiness:** When an employee reports to work unacceptably late or is late to work too often.

**Failure to Follow Rules and Regulations:** When an employee disobeys rules and regulations.

**Falsification of Records:** Intentional adjustment to or manipulation of City records or documents in order to deceive.

**Fighting:** Verbally or physically attacking or abusing another person.

**Gambling:** Gambling means playing for money. Gambling on the premises is forbidden at all times.

**Habitual Intemperance:** Excessive use of alcohol or drugs that impact the employee's ability to perform duties and responsibilities safely and effectively.

**Inattention to Duties:** Failure to perform assigned duties at an acceptable level for reasons such as undue carelessness, negligence, or intentional disregard. Failure to report an illegal act related to the activities of the Public Utilities Commission to a supervisor.

**Incompetence:** Lacking the ability or qualities needed to perform assigned duties at an acceptable level.

**Immoral Conduct:** Acts conflicting with general principles of right and wrong, whether on or off the job, that directly relate to the employee's ability to perform duties and responsibilities and/or reflect poorly on the organization.

**Insubordination:** When an employee disobeys authority, refuses to follow a reasonable directive from a duly authorized supervisor or manager, or will not comply with established procedures.

**Official Employee Personnel File (OPEF):** This is the personnel file kept at HRS, where formal records for each SFPUC employee are kept. Employees may make an appointment to see this file by contacting HRS.

**Onsite Personnel File:** This file contains the unofficial personnel records that an employee's supervisor keeps at the workplace. Use it to house notes pertaining to an employee's performance, both good and bad, and to house official documents until they are ready to be sent to HRS.

**Release from Probation:** A non-punitive separation when an applicant does not pass probation.

**Sexual Harassment:** Unwelcome advances, requests for sexual favors, and other spoken or physical conduct of a sexual nature that impact the employment condition and/or create an intimidating, hostile, or offensive working environment. Acts may be verbal, physical, graphic, or retaliatory in nature.

**Substance Abuse:** See Habitual Intemperance.

**Termination:** Discharging, or firing, a temporary employee.

#### 11.2.1.1 Special Circumstances

The City Charter considers the following conduct or performance problems to be most serious, and possible grounds for termination:

- Misappropriation of public funds or property
- Misuse or destruction of public property
- Drug addiction or habitual intemperance
- Mistreatment of persons
- Immorality
- Acts constituting a felony or misdemeanor involving moral turpitude (inherent baseness, depravity, or perversion)
- Acts that present immediate danger to public health and safety

# **EXHIBIT 3**



**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND PIPE FITTING INDUSTRY**

LOCAL UNION NO. 38

1621 MARKET STREET • SAN FRANCISCO, CA 94103

June 2, 2021

John Fournet  
San Francisco Public Utilities Commission  
525 Golden Gate Ave.  
San Francisco, CA 94102

Mr. Fournet,

Please accept this written response to the Notice of Proposed Disciplinary Action. Local 38 is providing this response with the understanding that the PUC has provided Mr. Ford a Lybarger Waiver.

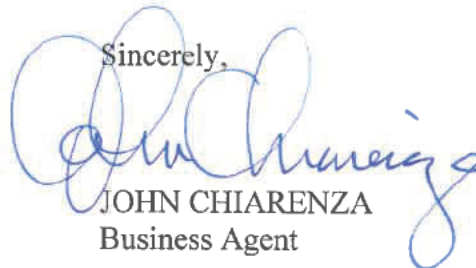
Mr. Ford has been a proud employee of the San Francisco Water Department for the last 18 years and has enjoyed working as a Tradesman serving the citizens of San Francisco. He regrets any negative affects that have been caused to the City or Water Department of San Francisco.

Mr. Ford realizes his mistake of not reading and fully understanding the rules of the HSS regarding his changing relationship with Ms. Fernandez, although it was his obligation to do so.

Mr. Ford is hopeful to be allowed to atone for his mistakes, should he be given the chance to continue his career with the San Francisco Water Department.

I look forward to hearing from you in regarding this matter.

Sincerely,



JOHN CHIARENZA  
Business Agent

JC/la  
opeiu29/afl-cio

# **EXHIBIT 4**



**CONFIDENTIAL MEMORANDUM**

**To:** Michael P. Carlin, Acting General Manager, SFPUC  
**Through:** Steve Richie, Assistant General Manager, Water Enterprise  
**From:** John Fournet, Acting Peninsula Watershed Manager, SFPUC-NRLMD *jof*  
**Subject:** Recommendation of Discipline – Michael Ford  
**Date:** 6-18-2021

Skelly Meeting

On June 3<sup>rd</sup>, 2021, acting as the *Skelly* Officer regarding the matter of Mr. Michael Ford; 7388 Utility Plumber and the *Notice of Proposed Discipline and Employee Conference/Skelly Meeting* dated March 19, 2021; I received a written response from John Chiarenza, Business Agent of local 38 responding for Mr. Ford with the understanding that Mr. Ford was provided a Lybarger Waiver by the SFPUC in response to the San Francisco Public Utilities Commission ("SFPUC" or "Department"), Water Enterprise, Water Supply & Treatment Division ("WST" or "Division"), recommendation that Michael Ford be dismissed from his Civil Service Class 7388 Utility Plumber position for the charges of:

- Violation of City Employee Handbook "Employee Benefits;"
- Violation of City Health Service System ("HSS") Rules for Members;
- Misappropriation of Public Funds;
- Failure to Follow Rules and Regulations;
- Falsification of Records;
- Fraud;
- Dishonesty; and
- Immoral Conduct.

These charges are related to an incident continuing over an eight year period, where Mr. Ford falsely claimed and received City-sponsored health benefits for an ineligible dependent, made material omissions of fact falsely representing that he and the ineligible dependent lived together as domestic partners after in fact ending their relationship and stopped living together and sharing economic responsibilities for common living expenses. Moreover, Mr. Ford twice engaged in affirmative and immoral acts to perpetuate this fraud by making false statements. Those occurred in his 2017 IRS declaration and a 2018 Health Services System audit review of his domestic partnership status with the ineligible dependent. As a result of these intentional and deceptive acts, he defrauded the City of at least \$166,571 in City-sponsored health benefits paid for ineligible dependents medical claims.

- London N. Breed**  
Mayor
- Sophie Maxwell**  
President
- Anson Moran**  
Vice President
- Tim Paulson**  
Commissioner
- Ed Harrington**  
Commissioner
- Newsha Ajami**  
Commissioner
- Michael Carlin**  
Acting  
General Manager





The Skelly meeting did not take place. A written response from John Chiarenza, Business Agent of local 38 responding for Mr. Ford regarding the SFPUC *Notice of Proposed Discipline and Employee Conference/Skelly Meeting* (with the understanding that Mr. Ford was provided a Lybarger Waiver by the Department) was received and presented the following information in Mr. Ford's defense:

1. "Mr. Ford realizes his mistake of not reading or fully understanding the rules of the HSS regarding his changing relationship with Ms. Fernandez, although it was his obligation to do so."
2. "Mr. Ford is hopeful to be allowed to atone for his mistakes, should he be given the chance to continue his career with the San Francisco Water Department."
3. "Mr. Ford has been a proud employee of the San Francisco Water Department for the last 18 years and has enjoyed working as a Tradesman serving the citizens of San Francisco. He regrets any negative affects that have been caused to the City or Water Department of San Francisco."

Michael Ford through his Union Representative submitted the following documents on June 2, 2021:

1. Written response to Notice of Proposed Disciplinary Action from John Chiarenza, Business Agent of local 38

#### Recommendation

After reviewing the SFPUC *Notice of Proposed Discipline and Employee Conference/Skelly Meeting* dated March 19, 2021 and the written response to the Notice of Proposed Disciplinary Action from John Chiarenza, Business Agent of Local 38 dated June 2, 2021, my recommendation is as follows:

The recommended disciplinary action of dismissal should be sustained.

#### Rationale

Although the employee did not explicitly admit to the misconduct related to the incident as described (page 1, paragraph 3) he affirmed that the misconduct did occur; and that the facts related to the incident support that the misconduct not only did occur but was deliberate; and the employee committed the misconduct as described on a more likely than not basis; and the employee presented no information to sufficiently mitigate the behavior.

# **EXHIBIT 5**

Hey Jim

I am voluntarily resigning my 7388 position as of 1:00pm 6/24/21 with the San Francisco Water Department.

Michael Ford

A handwritten signature in blue ink, appearing to read "Michael Ford", written in a cursive style.

# **EXHIBIT 6**



BAYVIEW  
 2111 LANE ST  
 SAN FRANCISCO, CA 94124-9991  
 (800)275-8777

06/29/2021 09:29 AM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.75
San Francisco, CA 94132			
Weight: 0 lb 1.30 oz			
Estimated Delivery Date Fri 07/02/2021			
Certified Mail®			\$3.60
Tracking #: 70150640000123997952			
Return Receipt			\$2.85
Tracking #: 9590 9402 3553 7305 3215 84			
<b>Total</b>			<b>\$7.20</b>
<b>Grand Total:</b>			<b>\$7.20</b>
Cash			\$8.00
Change			-\$0.80

\*\*\*\*\*  
 USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.  
 \*\*\*\*\*

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit [www.usps.com](http://www.usps.com) USPS Tracking or call

7015 0640 0001 2399 7452

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

San Francisco, CA 94132

**OFFICIAL USE**

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$2.85

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.75

**Total Postage and Fees \$7.20**

Sent To **Michael Ford**

City, State, ZIP+4® **SF, CA**

PS Form 3800, April 2015 PSN 7530-02-000-9047

0024  
62  
 SAN FRANCISCO CA BAYVIEW STATION  
 Postmark Here  
**JUN 29 2021**  
 06/29/2021  
 USPS

See Reverse for Instructions

**NOTICE OF SEPARATION FROM EMPLOYMENT**

**Michael Ford**  
 NAME OF EMPLOYEE  
 ADDRESS  
**San Francisco**  
 CITY  
**CA,**  
 STATE ZIP

**6/28/2021**  
 MAILING DATE  
**SFPUC - Water Supply & Treatment**  
 DEPARTMENT/DIVISION  
**Permanent Civil Service**  
 TYPE OF APPOINTMENT:  
**Unsatisfactory Resignation**  
 TYPE OF SEPARATION

This notice is to inform you that you are separated from your employment in **Class 7388 Utility Plumber** effective close of business **Thursday, June 24, 2021** for the reasons outlined in the attached document(s).

The following checked item applies:

<input checked="" type="checkbox"/> <b>A.</b>	You may request a hearing before the Civil Service Commission on your future employability with the civil service system of the City and County of San Francisco. The Civil Service Commission has the authority to remove restrictions or impose additional restrictions on your future employability. However, the Commission <u>CANNOT</u> reverse the department's decision to terminate your employment.
<input type="checkbox"/> <b>B.</b>	As a <u>promotive probationary</u> employee (promotive status is determined by the examination announcement), you may appeal your termination to the Civil Service Commission, as provided in Civil Service Commission Rule 17, Section 17.14. The Civil Service Commission may either sustain or reverse the decision of the department to terminate your employment. They may return you to a position in the class from which promoted or return you to a list of eligibles, with conditions on future employment. They may approve, remove, modify or impose additional restrictions on your future employability, to that recommended by the Department. This provision does not apply to the uniformed ranks of the Police or Fire Departments.

You may request a hearing for review of any restrictions on your future employability (when box A above is checked) or file an appeal of your termination (when Box B above is checked) with the Civil Service Commission within twenty (20) calendar days of the mailing date of this notice or from the date of separation, whichever is later. The request must be submitted in writing to the Executive Officer, Civil Service Commission, 25 Van Ness, Suite 720, San Francisco, CA 94102 by 7/18/2021. Requests received after this date will not be considered and your right to a hearing will be forfeited. If you do not request a hearing or file an appeal, the Human Resources Director will take final administrative action and the restriction(s) recommended, if any, will be in effect.

The items checked below are the recommendations made by the department on your future employability for positions covered by the San Francisco civil service system:

<input type="checkbox"/> No restrictions on future employability.	<input checked="" type="checkbox"/> Cancel any current examination and eligibility status.
<input checked="" type="checkbox"/> Accept the resignation as certified.	<input checked="" type="checkbox"/> No future employment with this department.
<input type="checkbox"/> Dismiss from City and County service.	<input type="checkbox"/> Return name to the eligible list from which appointed to this position.
<input type="checkbox"/> Approve the separation.	<input checked="" type="checkbox"/> No future employment with the City and County of San Francisco.
<input type="checkbox"/> Future employment subject to the review and approval of the Human Resources Director after satisfactory completion of (# OF YEARS) work experience outside the City and County service.	
<input type="checkbox"/> (Applicable to promotive probationary terminations only.) Reinstatement to a position in the class from which promoted: Class (CLASS), Title (TITLE).	
<input type="checkbox"/> Other (specify):	

If this matter is subject to the Code of Civil Procedures (CCP) Section 1094.5, the time by which judicial review must be sought is set forth in CCP Section 1094.6

**SEE REVERSE SIDE**

**MUST BE COMPLETED BY DEPARTMENT:**

Rank: 6 List # 90074  
 DSW: [REDACTED]  
 Employee Organization Local 38  
**METHOD OF SERVICE:**  
 Certified Mail:  Mailed:   
 Certified Mail #: 7015 0640 0001 2399 7952  
 Hand Delivered:   
 Attachment(s)  
 DHR 1-13e

*Rachel Gindera*  
 AUTHORIZED SIGNATURE  
 for **Justine Hinderliter**  
 NAME  
**Chief People Officer, HRS, SFPUC**  
 TITLE

## INFORMATION FOR FORMER EMPLOYEE FOLLOWING SEPARATION

1. This document serves as the official notice of the separation to the former employee, the Civil Service Commission, and the Department of Human Resources.
2. A former promotive probationary employee who has terminated may file an appeal of the termination with the Civil Service Commission.
3. Any other separated employee may request a hearing before the Civil Service Commission only for review of any recommended restrictions on their future employability with the City and County of San Francisco.
4. Such appeals or requests for hearing must be in writing and received from the employee or the employee's representative within twenty (20) calendar days from the mailing date of this notice, or the effective date of the separation, whichever is later. The request must be submitted to the Executive Officer, Civil Service Commission, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102.
5. An employee who requests a hearing within the time limits is entitled to:
  - a) Representation by an attorney or authorized representative of her/his own choice.
  - b) Notification of date, time and place of hearing at a reasonable time in advance.
  - c) Inspection by the employee's attorney or authorized representative of those records and materials in the Civil Service Commission which relate to the separation.
6. The decision of the Civil Service Commission is final and not subject to reconsideration.
7. In the absence of a timely request for a hearing as provided above, no later request for a hearing will be considered.



SEPARATION REPORT

INSTRUCTIONS: Please complete the Separation Report to:

- 1. Document internal departmental processes. Please do not send to DHR.
- 2. Document that the employee separation is not a complete separation from City service, Separation Report must be completed by the sending department and submitted to the receiving department to be attached to the AP ESR.
- 3. To process a layoff. Please send to the DHR layoff coordinator.
- 4. To administer a settlement agreement involving the separation of the employee-submit documentation to your Client Services Representative. (Reference TER\_RZA)\*

Date of Request: 06/25/2021

Department Contact: Gregory May Email: gmay@sfgwater.org Phone: (415) 554-1647

**SECTION I: PERSONAL AND JOB INFORMATION**

Name (Last, First, M.I.): Ford, Michael, G. Employee I.D.: [REDACTED]

Job Code: 7388 Job Title: Utility Plumber

Position Number: 01118021 Hourly Rate: \$58.3500 Step: 5 Effective Date: 06/25/2021

Empl. Class: PCS Work Schedule: Full-Time

Is the employee serving a probationary period at the time of the separation?  Yes  No

Is this a complete separation from City and County Service?  Yes  No

If no, continuing in:  
Department Code: (Select One) Status: \_\_\_\_\_ Job Code: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Is employee granted leave pursuant to Civil Service Rule 120.31?  Yes  No

If no, is employee a transfer?  No  Yes, type of Transfer: (Select One)

**SECTION II: SEPARATION INFORMATION**

**Resignation**

Satisfactory Services (TER\_RSS)

Unsatisfactory Services (TER\_RUS)  
(Form DHR 1-13 must be on file)

By the appointee: I hereby freely and voluntarily resign from the above position. I request approval of this resignation as of the effective date with the full understanding that once approved, I may acquire another position in this class only as provided in the rules of the Civil Service Commission (see employee copy and CSC Rules 114&119).

\_\_\_\_\_  
Employee Signature Date

**Lay-off**

Involuntary Leave (PCS\_LIL)  Elective Involuntary Leave (PCS\_EIL)

Involuntary Lay-off (PCS\_LIO)  Voluntary Lay-off (PCS\_LVO)

(PV & EX Only): (Select One)

Reason for lay-off: (Select One)

Employee acknowledges receipt of the DHR information leaflet.

\_\_\_\_\_  
Employee Signature Date



DEPARTMENT USE ONLY

Termination

Settlement Agreement (TER\_RZA)  
\*(Separation Report and Settlement Agreement must be forwarded to Client Services Rep.)

Release from appointment:

Release from probation:

Dismissal:

Terminated for cause (TFC) (TPV,NCS, & Exempts only)

Automatic Resignation (ARS)

Never Reported to Work (DSH)

Death of an employee (DEA)

Other (Specify): \_\_\_\_\_

Retirement:

DEPARTMENT CERTIFICATION

*The Appointing Officer/Authorized Designee named below hereby certifies that the information provided on this Separation Report is accurate, complete, and in compliance with applicable CCSF rules and policies.*



415-603-8091

Appointing Officer/Authorized Designee Signature

Telephone

for

Name/Title: Justine Hinderliter, CPO

Department Number: 40 Department Name: SFPUC

Personnel File Forwarded?  Yes  No

Forwarded to:

Department: N/A Contact: N/A

DHR USE ONLY

Action Pending?  Yes  No

Analyst Name

Telephone

SR Ref Number: \_\_\_\_\_ Holdover Canvass: \_\_\_\_\_

Reference Number used for layoff actions: \_\_\_\_\_



## NOTICE OF FUTURE EMPLOYMENT RESTRICTIONS

Michael Ford  
 Employee Name  
 \_\_\_\_\_  
 Street Address  
San Francisco, CA \_\_\_\_\_  
 City State Zip

6/28/2021  
 Mailing Date  
SFPUC - Water Supply & Treatment  
 Department/Division  
Permanent Civil Service  
 Type of Appointment

This notice is to inform you that a future employment restriction is being imposed along with your separation action, or with the action of automatic resignation, reported to the Department of Human Resources separating you from your position in Class 7388, Title Utility Plumber, effective 06/25/2021, for the reasons outlined in the attached document(s).

The items checked below are the restrictions made by the department on your future employability for positions covered by the San Francisco civil service system:

<input type="checkbox"/> No Restrictions on Employment <input checked="" type="checkbox"/> Permanent Restriction <input type="checkbox"/> Conditional Restriction	<input checked="" type="checkbox"/> Citywide <input type="checkbox"/> Department(s): _____ <input type="checkbox"/> DOT/SAPP <input type="checkbox"/> Job Code(s): _____ <input checked="" type="checkbox"/> Cancel Current Examination & Eligibility Status
---	--

*Conditional restrictions may be lifted by proving you have satisfactorily met the following requirements:*

Requirement Type	Description:	Level of Measurement:	Measurement Value:
CER: Certification			
EXP: Work Experience			
LIC: Licensure			
SAP: Substance Abuse Program			
Other:			

*In addition to the noted conditional restrictions, you are also restricted from specific attributes of a job class and/or department until you satisfactorily prove you meet the requirements to lift the restriction(s) as noted below:*

Future Employment Restrictions	Description:	Level of Measurement:	Measurement Value:
001: Vehicle/Heavy Machinery			
002: Vulnerable Populations			
003: Face to Face Contact w/Public			
004: Contact w/Animals			
005: Signing/Approving City Docs			
006: Financial Instruments			
007: Confidential/Privileged Information			
008: IT Infrastructure			
009: Means of Entry to Living Spaces			
010: Pharmaceutical/Drug Inventory			
011: CDC Defined Toxins			
012: Weapons/Explosives			
013: City Property Valued > \$100			

You may request a hearing before the Civil Service Commission on your future employability with the City and County of San Francisco. The Civil Service Commission has the authority to remove restrictions or impose additional restrictions on your future employability. You may request a hearing for review of any restrictions on your future employability with the Civil Service Commission within 20 calendar days of the mailing date of this notice or from the date of separation, whichever is later. The request must be submitted in writing to the Executive Officer, Civil Service Commission, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102 by 7/18/2021. Requests received after this date will not be considered and your right to a hearing will be forfeited. If you do not request a hearing or file an appeal, the Human Resources Director will take final administrative action to confirm the restriction(s) in effect on the date of separation (Note: Future Employment Restriction(s) effective immediately).

If this matter is subject to the Code of Civil Procedures (CCP) Section 1094.5, the time by which judicial review must be sought is set forth in CCP Section 1094.6. (SEE BELOW)

List #: <u>90074</u>	Rank #: <u>6</u>	<input type="checkbox"/> Pending	<input checked="" type="checkbox"/> Final	Status of Action
DSW: <u>[REDACTED]</u>				
Emp Organization: <u>Local 38</u>		<u>Rachel Gardner</u>		
METHOD OF SERVICE:		SIGNATURE		
<input type="checkbox"/> Hand Delivered		for		
<input checked="" type="checkbox"/> Certified Mail	<u>7015 0640 0001 2399 7952</u>	<u>Justine Hinderliter</u>		
		NAME		
		<u>Chief People Officer, HRS</u>		
		TITLE		

**INFORMATION FOR FORMER EMPLOYEE FOLLOWING SEPARATION**

1. This document serves as an official notice of future employment restrictions imposed with the Notice of Automatic Resignation from Employment to the former employee or with a Separation Action that is subject to the provisions of a collective bargaining agreement, to the Civil Service Commission, and the Department of Human Resources.
2. A separated employee may request a hearing before the Civil Service Commission only for review of any restrictions on their future employability with the City and County of San Francisco.
3. Such appeals or requests for hearing must be in writing and received from the employee or the employee's representative by the date specified on this notice, or within twenty (20) calendar days from the mailing date of this notice, or the effective date of the separation, whichever is later. The request must be submitted to the Executive Officer, Civil Service Commission, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102.
4. An employee who requests a hearing within the time limits is entitled to:
  - a. Representation by an attorney or authorized representative of the employee's own choice.
  - b. Notification of date, time, and place of hearing at a reasonable time in advance.
  - c. Inspection by the employee's attorney or authorized representative of those records and materials on file with the Civil Service Commission which relate to the restrictions on future employability.
5. Any interested party may request that the hearing be continued or postponed.
6. The decision of the Civil Service Commission is final and not subject to reconsideration.
7. In the absence of a timely request for a hearing as provided above, no later request for a hearing will be considered.

# **EXHIBIT 7**

# RLS RAINS LUCIA STERN ST. PHALLE & SILVER, PC

Harry S. Stern  
Attorney at Law  
HStern@RLSlawyers.com

August 18, 2021

VIA ELECTRONIC MAIL [CIVILSERVICE@SFGOV.ORG] & FEDEX OVERNIGHT

Sandra Ng  
Executive Officer  
San Francisco Civil Service Commission  
25 Van Ness Avenue, Suite 720  
San Francisco, CA 94102

**Re: Michael G. Ford (Employee ID # [REDACTED])  
SFPUC – Water Supply and Treatment**


Dear Ms. Ng:

I write to follow up on my correspondence dated July 7<sup>th</sup> and my assistant Andrea Kelly's email dated August 5<sup>th</sup>. As stated in my letter, Mr. Ford intends to appeal his future employment restrictions with the Water Department. Thus, he requests a hearing before the Civil Service Commission.

Please contact my office at your earliest convenience to schedule Mr. Ford's hearing. Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

**RAINS LUCIA STERN  
ST. PHALLE & SILVER, PC**



Harry S. Stern

HSS:ak  
Cc: Client (via email)  
Joy Chen, HRS (via email)



# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

## Human Resource Services

525 Golden Gate Avenue, 3<sup>rd</sup> Floor

San Francisco, CA 94102

T 415.554.1670

*Via Email (HStern@RLSlawyers.com)*

July 23, 2021

Harry Stern  
Rains Lucia Stern St. Phalle & Silver, PC  
220 Montgomery Street, 15<sup>th</sup> Floor  
San Francisco, CA 94104

**RE: Michael Ford**

Dear Harry Stern:

This is in response to your letters dated July 7 and July 22, regarding Michael Ford, former Class 7388 Utility Plumber, with the San Francisco Public Utilities Commission (“SFPUC” or “Department”).

On March 19, 2021, the SFPUC issued Mr. Ford a *Skelly* notice to inform him that the SFPUC was proposing that he be dismissed from his employment for misconduct as described in the letter. He obtained union representation and on June 2, submitted a written response in lieu of a *Skelly* meeting through the United Association of Plumbers and Pipefitters, Local 38 (“Union”). On Thursday, June 24, and before the SFPUC made a final determination regarding the proposed termination, Mr. Ford submitted his resignation, stating: “I am voluntarily resigning my 7388 position as of 1:00pm 6/24/21 with the San Francisco Water Department,” which the SFPUC accepted. Mr. Ford was represented by the Union throughout the entire *Skelly* process and his decision to resign.

You and I then spoke by phone where the SFPUC agreed to your request to postpone his separation until Monday, June 28, which would give Mr. Ford additional time to assess his options. In that conversation, I explained to you that a voluntary resignation would sever Mr. Ford’s grievance appeal rights since no discipline would be imposed and thus no basis for a grievance would exist. I explained the same thing to Mr. Ford’s union representative that the discipline would be rendered moot if he resigned. Having received no further communication from Mr. Ford or his representative, the SFPUC separated Mr. Ford from his employment on June 28.

Mr. Ford may request a hearing before the Civil Service Commission (“CSC”) on his future employability with the civil service system of the City and County of San Francisco but his separation with the SFPUC is final.

Please contact me at (415)516-9858 or [jjchen@sfgwater.org](mailto:jjchen@sfgwater.org) if you have any additional questions.

**London N. Breed**  
Mayor

**Sophie Maxwell**  
President

**Anson Moran**  
Vice President

**Tim Paulson**  
Commissioner

**Ed Harrington**  
Commissioner

**Newsha Ajami**  
Commissioner

**Michael Carlin**  
Acting  
General Manager

**OUR MISSION:** To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.

PUC 0306



Sincerely,

A handwritten signature in black ink, appearing to read "Joy Chen", with a long horizontal flourish extending to the right.

**Joy Chen**  
Pr. Human Resources Analyst  
Employee & Labor Relations, HRS

Cc: Derek Kim, Deputy Chief People Officer, HRS  
Bonita Decker and Gregory May, Employee Life Cycle, HRS  
Official Employment Personnel File – M. Ford





# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

*Sent via Email*

## NOTICE OF RECEIPT OF APPEAL

DATE: July 9, 2021  
REGISTER NO.: 0105-21-7  
APPELLANT: MICHAEL G. FORD

Carol Isen  
Human Resources Director  
Department of Human Resources  
1 South Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, CA 94103

Dear Carol Isen:

The Civil Service Commission has received the attached letter from Harry S. Stern, Attorney on behalf of Michael G. Ford, requesting a hearing on his future employability with the City and County of San Francisco. Your review and action are required.

If this matter is not timely or appropriate, please submit CSC Form 13 "Action Request on Pending Appeal/Request," with supporting information and documentation to my attention by email at [civilservice@sfgov.org](mailto:civilservice@sfgov.org). CSC Form 13 is available on the Civil Service Commission's website at [www.sfgov.org/CivilService](http://www.sfgov.org/CivilService) under "Forms."

In the event that Michael G. Ford's appeal is timely and appropriate, the department is required to submit a staff report in response to the appeal within sixty (60) days so that the matter may be resolved in a timely manner. Accordingly, **the staff report is due no later than 11 a.m. on September 23, 2021**, so that it may be heard by the Civil Service Commission at its meeting on October 4, 2021. If you will be unable to transmit the staff report by the September 23<sup>rd</sup> deadline, or if required departmental representatives will not be available to attend the October 4<sup>th</sup> meeting, please notify me by use of CSC Form 13 as soon as possible, with information regarding the reason for the postponement and a proposed alternate submission and/or hearing date.



You may contact me at [Sandra.Eng@sfgov.org](mailto:Sandra.Eng@sfgov.org) or (628) 652-1100 if you have any questions. For more information regarding staff report requirements, meeting procedures or future meeting dates, please visit the Commission's website at [www.sfgov.org/CivilService](http://www.sfgov.org/CivilService).

Sincerely,

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG  
Executive Officer

Attachment

Cc: Jeanne Buick, Department of Human Resources  
Kate Howard, Department of Human Resources  
Mawuli Tugbenyoh, Department of Human Resources  
Michael Carlin, Public Utilities Commission  
Justine Hinderliter, Public Utilities Commission



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

*Sent via Email*

July 9, 2021

Harry S. Stern, Attorney  
RAINS LUCIA STERN  
ST. PHALLE & SILVER, PC  
220 Montgomery Street, 15<sup>th</sup> Floor  
San Francisco, CA 94014  
[hstern@rlslawyers.com](mailto:hstern@rlslawyers.com)

**Subject: Register No. 0105-21-7: Requesting on behalf of Michael G. Ford a Hearing on his Future Employability with the City and County of San Francisco.**

Dear Harry S. Stern:

This is in response to your appeal submitted to the Civil Service Commission on July 7, 2021, on behalf of Michael G. Ford requesting a hearing on your future employability with the City and County of San Francisco. Your appeal has been forwarded to the Department of Human Resources for investigation and response to the Civil Service Commission.

If your appeal is timely and appropriate, the department will submit its staff report on this matter to the Civil Service Commission in the near future to request that it be scheduled for hearing. The Civil Service Commission generally meets on the 1st and 3rd Mondays of each month. You will receive notice of the meeting and the department's staff report on your appeal two Fridays before the hearing date via email, as you have requested on your appeal form.

The Civil Service Commission has the authority to remove restrictions or impose additional restrictions on your future employability. However, the Commission CANNOT reverse the department's decision to terminate Michael G. Ford's employment. In the meantime, you may wish to compile any additional information you would like to submit to the Commission in support of your position. The deadline for receipt in the Commission office of any additional information you may wish to submit is 5:00 p.m. on the Tuesday preceding the meeting date by email to [civilservice@sfgov.org](mailto:civilservice@sfgov.org). Please be sure to redact your submission for any confidential or sensitive information (e.g., home addresses, home or cellular phone numbers, social security numbers, dates of birth, etc.), as it will be considered a public document.

You may contact me by email at [Sandra.Eng@sfgov.org](mailto:Sandra.Eng@sfgov.org) or by phone at (628) 652-1100 if you have any questions. You may also access the Civil Service Commission's meeting calendar, and information regarding staff reports and meeting procedures, on the Commission's website at [www.sfgov.org/CivilService](http://www.sfgov.org/CivilService).

Sincerely,

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG  
Executive Officer

# RLS RAINS LUCIA STERN ST. PHALLE & SILVER, PC

Harry S. Stern  
Attorney at Law  
HStern@RLSlawyers.com

July 7, 2021

VIA ELECTRONIC MAIL [CIVILSERVICE@SFGOV.ORG] & FEDEX OVERNIGHT

Sandra Ng  
Executive Officer  
San Francisco Civil Service Commission  
25 Van Ness Avenue, Suite 720  
San Francisco, CA 94102

**Re: Michael G. Ford (Employee ID # [REDACTED])  
SFPUC – Water Supply and Treatment**

Dear Ms. Ng:

Department of Human Resources mailed a Notice of Future Employment Restrictions to Mr. Ford on June 28, 2021. Although Mr. Ford is still attempting to sort out his status with the Water Department (there is a significant legal dispute concerning the propriety of his asserted resignation), out of an abundance of caution, I am filing this appeal of his future employment restrictions on his behalf.

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

RAINS LUCIA STERN  
ST. PHALLE & SILVER, PC



Harry S. Stern

HSS:ak  
Cc: Client (via email)

220 Montgomery Street | 15<sup>th</sup> Floor | San Francisco, CA 94104 | T 415.341.9341 | F 925.609.1690  
ENCINO | FRESNO | LOS ANGELES | ONTARIO | PLEASANT HILL | SACRAMENTO  
SAN FRANCISCO | SANTA MONICA | TRUCKEE  
[www.RLSlawyers.com](http://www.RLSlawyers.com)

PUC 0311

# RLS RAINS LUCIA STERN ST. PHALLE & SILVER, PC

Harry S. Stern  
Attorney at Law  
HStern@RLSlawyers.com

July 7, 2021

VIA ELECTRONIC MAIL [GMAY@SF WATER.ORG] & FIRST CLASS MAIL

Gregory May  
City and County of San Francisco  
Water Department – San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 3<sup>rd</sup> Floor  
San Francisco, CA 94102

**Re: Michael G. Ford (Utility Plumber)**

Mr. May:

I am assisting Mr. Ford regarding his employment with the Water Department. I am in receipt of a copy of an unsigned Separation Report. Mr. Ford remains uncertain about his status with the City. In light of certain deficits (that I would like to formally bring to the Department's attention) he did not knowingly, intelligently and voluntarily waive his right to contest his proposed discharge from his permanent position.

It is my request that we set up a meeting to discuss additional factors that may not have been addressed at his *Skelly* hearing.

Please contact me at your earliest convenience to discuss this matter. Thank you in advance.

Sincerely,

**RAINS LUCIA STERN  
ST. PHALLE & SILVER, PC**

Harry S. Stern

HSS:ak  
Cc: Client (via email)