File No. 120520

Committee Item No. 27
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight **Date** June 14, 2012

Board of Supervisors Meeting **Date** _____

Cmte	Board	
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☐	☐	Resolution
☒	☐	Ordinance
☐	☐	Legislative Digest
☐	☐	Budget and Legislative Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Youth Commission Report
☐	☐	Introduction Form (for hearings)
☒	☐	Department/Agency Cover Letter and/or Report
☒	☐	MOU
☐	☐	Grant Information Form
☐	☐	Grant Budget
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☐	☐	Contract/Agreement
☐	☐	Form 126 – Ethics Commission
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OTHER **(Use back side if additional space is needed)**

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Completed by: Alisa Miller **Date** June 8, 2012
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.

FILE NO. 120520 ORDINANCE NO.

[Memorandum of Understanding - Municipal Attorneys Association]

Ordinance adopting and implementing the mediated arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to be effective July 1, 2012, through June 30, 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 the mediated arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to be effective July 1, 2012, through June 30, 2014.

The mediated arbitration award establishing the Memorandum of Understanding so implemented is on file in the office of the Board of Supervisors in Board File No. 120520.

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

By: Elizabeth S. Salveson
ELIZABETH S. SALVESON
Chief Labor Attorney

MAA MEDIATED AWARD HIGHLIGHTS

Term – Two year term (July 1, 2012 to June 30, 2014).

Wages –

Fiscal Year 2012-2013 – No wage increases

Fiscal Year 2013-2014 –

- 1% on July 1, 2013
- 1% on January 4, 2014
- 1% on March 29, 2014

Structural Reform of the City's Healthcare Benefit and Cost-Sharing Structures –

- Health care cost sharing effective January 1, 2014:
  - For "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall only contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled.
  - For "medically single employees" (Employee Only) enrolled in the highest cost plan, the City shall only contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the second highest cost plan. However, in calendar year 2014 only, the City will subsidize half of the amount of the increased premium cost for "medically single employees" who elect to enroll in the highest cost plan.
- The parties will form a Joint Labor-Management Healthcare Committee to discuss healthcare issues, including a possible wellness program, with a re-opener in the second year of the contract by mutual agreement

Floating Holidays – Employees will receive a one-time award of two additional floating holidays in Fiscal Year 2012-2013.

Increase in Time to Advance from Step 1 to Step 2 – Employees appointed on or after July 1, 2012 in positions with five steps (i.e. not the deep class 8177) must now complete one year (increased from 6 months) of required service before advancing to the second step of the salary range.

Grievance Procedure – All grievances must state the basis for the grievance, the sections of the MOU believed to be violated, and the remedy sought.

KATHERINE J. THOMSON
Arbitrator
El Cerrito, California
(510) 528-3005 (Phone and FAX)

Arbitrator's Case No. 299-OLI

MEDIATED ARBITRATION AWARD

In the Matter of Interest Arbitration,

CITY AND COUNTY OF SAN FRANCISCO, Public Employer,

v.

SAN FRANCISCO MUNICIPAL ATTORNEYS ASSOCIATION, Employee Organization.

KATHERINE THOMSON
PANEL CHAIR

May 3, 2012

APPEARANCES

For the City and County of San Francisco:

Arthur A. Hartinger, Esq.
Jesse J. Lad, Esq.
Meyers, Nave, Riback, Silver & Wilson
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Oakland, CA 94607

For San Francisco Municipal Attorneys Association:

James A. Lassart, Esq.
Ropers, Majeski, Kohn & Bentley
201 Spear Street, Suite 1000
San Francisco, CA 94105

INTRODUCTION

The parties to this matter are the City and County of San Francisco ("City") and the San Francisco Municipal Attorneys Association ("MAA"). This proceeding was convened pursuant to Section A8.409 of the Charter of the City and County of San Francisco. The parties met and conferred in an attempt to reach agreement regarding a successor memorandum of understanding ("MOU") on multiple occasions between February 29 and April 16, 2012. Having not reached agreement on the terms of a successor MOU, the parties engaged in the mediation/arbitration process ("proceeding") consistent with Section A8.409-4(c) on April 24 and 25, 2012.

SUMMARY OF PROCEEDINGS

A. Proposals

The parties submitted proposals on the following subjects:

1. MAA Proposals:

Proposal # 1: Wages

Proposal # 2: Seniority

Proposal # 3: Supervisory Differential

Proposal # 4: 24-Hour On-Call Duties

Proposal # 5: Health

Proposal # 6: Access to Benefits

Proposal #7: Life Insurance

Proposal #8: Retirement Buy-Back

Proposal #9: Voluntary Furlough

Proposal #10: Severance Timing

Proposal #11: Grievance Procedure

Proposal #12: Use of Donated Sick Time

Proposal #13: Retirement Restoration

Proposal #14: Professional Services Reimbursement

Proposal #15: Severance Pay

Proposal #16: Deep Class Steps

2. City Proposals:

Proposal # 1: Term

Proposal # 2: Furlough Days

Proposal # 3: Health Care Contributions

Proposal # 4: Longevity

Proposal # 5: Harassment and Discrimination Complaints

Proposal # 6: Grievance Procedure

Proposal # 7: Severance

Proposal # 8: Email Usage

Proposal # 9: Clean up

Proposal #10: Waiver of Sick Leave Ordinance

Proposal #11: Initial Step-Advancement for Classes with Five-Steps

Proposal #12: Life Insurance

Proposal #13: Clean up

Proposal #14: Clean up

Proposal #15: Clean up

Proposal #16: Clean up

Proposal #17: Clean up

The issues for determination were narrowed significantly from this initial list during the mediation. All subjects that were ultimately presented by the parties during the proceeding and included in this Award are specifically identified in the Mediated Award section below.

B. Charter Criteria

Charter Section A8.409-4(d) describes the factors for reaching an award for issues in

dispute between the parties during the proceeding:

- changes in the consumer price index
- comparability of employees performing similar services
- comparability of other City employees
- health and safety
- financial resources of the City, including the City's tripartite report projecting the City's financial condition for the next three fiscal years
- other demands on City and County resources
- revenue projections
- power to levy taxes and raise revenue by enhancements
- budgetary reserves
- the City's ability to meet the costs of the decision of the arbitration board

The parties exchanged and presented information regarding the Charter criteria for reaching an award, including salary and benefits data from comparison jurisdictions; consumer price index changes and wage information for MAA members; data regarding City-wide concessions during the term of the current MOU; furlough usage data for MAA members; health costs; and the Tripartite Report on the City's Financial Condition, including revenue projections, budgetary reserves, the city's ability to meet the cost of discontinuing furlough days in FY 2012-13 and wage increases between July 1, 2013 and June 30, 2014, the cost of continuing the same level of city services, and inflationary pressure on non-personnel operating costs. Information on health and safety of employees and the power to levy taxes and raise revenue was not applicable to the issues in this award.

MEDIATED AWARD

The parties narrowed the issues to be included in this Mediated Award. The following represents the Award for each issue that was presented for consideration in this Award.

ISSUE #1: TERM

The term for the successor Memorandum of Understanding is July 1, 2012 to June 30, 2014.

ISSUE #2: WAGES

Effective July 1, 2013, employees will receive a 1% salary increase. Effective January 4, 2014, employees will receive an additional 1% salary increase. Effective March 29, 2014, employees will receive a final 1% salary increase.

ISSUE #3: FLOATING HOLIDAYS

Employees will receive a one-time award of two (2) additional floating holidays in Fiscal Year 2012-2013.

ISSUE #4: HEALTH

The following shall be the health contributions for employees at the employee only level:

Employee Only: Effective January 1, 2014

- "90%-90%": The City shall pay 90% of the cost of the entire health insurance premium for Kaiser or Blue Shield, respectively, capped at the second highest cost plan (e.g., currently, Blue Shield).

- Phase-In for City Plan Enrollees:

  For calendar year 2014 only, for employees who elect City Plan (Employee-Only), the City will contribute 50% of the cost of the increase for employees in City Plan (Employee-Only) using the current FY2011-12 formula and the cost of City Plan (Employee-Only) using the formula described immediately above.

  For example: If on January 1, 2014, the employee share of the premium at Employee-Only is $700, the City will pay $350 to subsidize. As of January 1, 2015, employees will pay the entire difference between the cost of City Plan (Employee-Only) and 90% of the second highest cost plan (e.g., currently, Blue Shield).

- Wellness Committee with re-opener only by mutual agreement.

- The formula for determining dependent health care contributions will remain the same during the term of the MOU.

ISSUE #5: SICK LEAVE ORDINANCE

The following language will be added to the end of MOU paragraph 141: "San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived with respect to employees covered by this Agreement."

ISSUE #6: GRIEVANCE PROCEDURES

The following language will be added to the Grievance Procedure in Article I.H:

35a. All grievances shall state the basis of the grievance, the sections of the MOU believed to be violated, and the remedy sought.

Paragraph 48 of the MOU shall be amended to state as follows:

48. Selection of the Arbitrator
When a matter is appealed to arbitration, the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon, the parties shall request that the State Mediation and Conciliation Service ("SMCS") or the American Arbitration Association ("AAA") provide the parties with a list of seven (7) potential arbitrators, provided, that if any party fails to join in a mutual request to the SMCS or AAA to provide a list of potential Arbitrators within ten (10) days after a written request to do so, then the remaining party or parties may make the request. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter. If a party refuses to respond within a reasonable time (not to exceed thirty (30) days) after receiving a written request by any other party to participate in striking names from the list as provided herein, then the remaining party or parties may pursue all appropriate remedies to obtain selection of the Arbitrator.

ISSUE #7: SEVERANCE PAY

The following language will replace paragraph MOU 75: "The City shall supply a draft of the release described in paragraph 72 within twenty (20) days of an attorneys' separation from City service. Severance payments shall be made within thirty (30) days of the City receiving a fully executed release pursuant to this MOU."

ISSUE #8: ACCESS TO BENEFITS

The City agrees to make available to MAA those benefits available to MEA members as part of the MEA's Management Cafeteria Plan, if feasible and permissible; provided, however, that MAA understands that the benefits made available will not be a part of a cafeteria plan; participation must be cost neutral; and the benefits must be actually available outside a cafeteria plan. If necessary the parties will meet mid-contract to discuss any issues concerning availability of benefits.

ISSUE #9: STEP PROGRESSION

The following language will be added at the end of paragraph 106 and applied to classifications with 5 steps: "Effective July 1, 2012, employees appointed on or after July 1, 2012 shall advance to the second step and to each successive step upon completion of the one (1) year required service."

ISSUE #10: EVALUATION OF MAA PROPOSAL 8

The parties agree to separately evaluate the feasibility of the MAA proposal that its members be allowed to use accrued unused vacation to satisfy any retirement shortage or to complete a buyback for previous public service before they leave City employment. The parties agree to meet and discuss this proposal if requested by the MAA by May 1, 2013. If a meeting is timely requested by the MAA, it shall take place no later than July 1, 2013.

ISSUE #11: TENTATIVE AGREEMENTS

The parties agree to make all the clean-up changes included in City Proposal Nos. 9, 13, 14, 15, 16 and 17, attached as Exhibit A.

Dated: May 3, 2012.

By: Katherine J. Thomson
Arbitrator/Mediator

A

March 30, 2012

City Proposal 9 – Citywide Clean up – EPMC Swap

~~**III.O. RETIREMENT PICK-UP**~~

166. ~~Effective July 1, 2006, represented employees agree to pay their own retirement contribution in an amount equal to seven and one half percent (7.5%) of covered gross salary. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up the remaining one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.~~

167. ~~A represented attorney's wage rate shall not be reduced by the aforesaid contributions when computing vacation, holiday, retirement and any other benefit which is a function, or percentage, of salary.~~

168. ~~Any City pick-up of an employee's retirement contribution shall not be considered as part of a represented attorney's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.~~

italics = moved existing language	**bold, double underline** = new language
~~*struck out, italics*~~ = existing language prior section	~~struck out~~ = removed language

EXHIBIT A

April 4, 2012

City Proposal 13 – Citywide Clean up – Payroll/Personnel Services Division

22. ~~Dues Deductions. Dues deductions, once initiated, shall continue until the authorization~~ is revoked, in writing, by the represented attorney. For the administrative convenience of the City and MAA, a represented attorney may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two-week period prior to the expiration of this agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, ~~875 Stevenson St.~~ **One South Van Ness Avenue, 8th Floor**, San Francisco CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to MAA within two (2) weeks of receipt.

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April 4, 2012

City Proposal 14 – Clean up – Professional Services Reimbursement

184. ~~For the duration of this Agreement, with the exception of the minimum State bar dues, all funds to Professional Services Reimbursement allowances will be dedicated to fund the change in health coverage described in the Health Section in paragraph 158 of this Agreement. The City will continue to pay represented attorneys' Bar dues on an expense reimbursement basis. This provision will expire close of business June 30, 2012.~~

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~~*struck out, italics*~~ = existing language prior section	~~struck out~~ = removed language

DEPARTMENT OF HUMAN RESOURCES
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2012

Municipal Attorneys' Association

April 4, 2012

City Proposal 15 – Clean up – Floating Holidays before Vacation

125. ~~During~~ Fiscal Years ~~2010-11, 2011-12,~~ 2012-13, 2013-14 and 2014-15, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. ~~Except for days taken during Minimum Staffing Days,~~ ~~f~~Floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.

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April 4, 2012

City Proposal 16 – Clean up – "New Plan" Employees

88. ~~Effective June 30, 2009 through the end of Fiscal Year 2009-2010, "new plan" employees (i.e., employees who become members in SFERS on or after November 2, 1976 shall be required to contribute the value of five (5) unpaid furlough days each fiscal year, the implementation of which will occur through uniform payroll smoothing over the fiscal year. The furlough program described herein shall sunset at the close of business June 30, 2010.~~

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122. ~~Effective July 1, 2010 for Fiscal Year 2010-11, in recognition of the value of wage concessions during the year, "new plan" employees (i.e., employees who became members in SFERS on or after November 2, 1976) shall receive a one-time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph 121 above. However, these floating holidays will be awarded on a quarterly basis (i.e. three floating holidays will be allotted in first full pay period beginning on July 1st, October 2nd, January 8th, and April 16th of the fiscal year). The parties agree that employees may be required to take no more than five of the floating holidays for the four working days between December 25, 2010 and January 1, 2011, and one day for the day prior to Thanksgiving 2010, if and when the departments have implemented Minimum Staffing Days.~~

123. ~~Effective July 1, 2011 for Fiscal Year 2011-12, in recognition of the value of wage concessions during that year, "new plan" employees (i.e., employees who became members in SFERS on or after November 2, 1976) shall receive a one-time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph 121 above. These floating holidays will be on a quarterly basis (i.e. three floating holidays will accrue in first full pay period on July 1st, October 1st, January 7th, and April 14th of the fiscal year). If the number of unpaid furlough days (or equivalent) for the year is reduced by operation of the provisions of Section 89 above, the number of additional floating holidays will be reduced in a corresponding manner. The parties agree that employees may be required to take no more than five of the floating holidays for the four days working days between December 25, 2011 and January 1, 2012, and one day for the day prior to Thanksgiving 2011, if and when the departments have implemented Minimum Staffing Days.~~

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~~*struck out, italics*~~ = existing language prior section	~~struck out~~ = removed language

DEPARTMENT OF HUMAN RESOURCES
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2012

Municipal Attorneys' Association

April 4, 2012

City Proposal 17 – Minimum Staffing Days

126. ~~The City will evaluate City departments or divisions for which Minimum Staffing Days are appropriate. Minimum Staffing Days may take the form of complete closures or minimum staffing. On or before August 1, 2010 and August 1, 2011, the City will notify MAA which divisions have been slated for Minimum Staffing Days and/or reduced staffing. If MAA has any concerns regarding the list, it must make its concerns known to DHR within fourteen (14) calendar days. DHR agrees to discuss any concerns raised by MAA via this process. The Minimum Staffing Days currently identified and agreed to by the City and MAA are the non-holiday work days between Christmas and New Years and the Wednesday prior to the Thanksgiving weekend – five (5) days.~~

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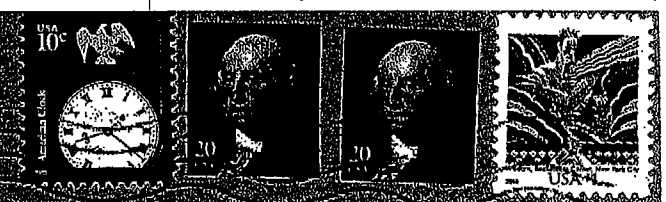

Katherine J. Thomson
Arbitrator, Mediator, Factfinder
3020 El Cerrito Plaza, #333
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Received
MAY 01 '12
meyers|nave

** Complete copy of document is located in

File No. 120520

MEMORANDUM OF UNDERSTANDING

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

MUNICIPAL ATTORNEYS ASSOCIATION

FOR THE PERIOD

JULY 1, 2012 to JUNE 30, 2014

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