

File No. 110652

Committee Item No. 25  
Board Item No. 22

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

Committee: Government Audit and Oversight

Date: June 9, 2011

Board of Supervisors Meeting

Date: 6.28.11

**Cmte Board**

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Resolution                                   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget Analyst Report                        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form (for hearings)             |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU                                          |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement (Approved as to Form)     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
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**OTHER**

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Completed by: Andrea S. Ausberry

Date June 2, 2011

Completed by: AS

Date 6-13-11

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

[Memorandum of Understanding, Amendment No. 3 - San Francisco District Attorney  
Investigators' Association]

Ordinance adopting and implementing Amendment No. 3 to the 2006-2011

Memorandum of Understanding between the City and County of San Francisco and the  
San Francisco District Attorney Investigators' Association, by extending the term of the  
Memorandum of Understanding through June 30, 2012, and implementing specified  
terms and conditions of employment for FY2011-2012.

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 strike-through-normal.

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

Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 3  
to the 2006-2011 Memorandum of Understanding between the City and County of San

Francisco and the San Francisco District Attorney Investigators' Association, by extending the  
term of the Memorandum of Understanding through June 30, 2012 and implementing

specified terms and conditions of employment for fiscal year 2011-2012.

Amendment No. 3 to the Memorandum of Understanding so implemented is on file in  
the office of the Board of Supervisors in Board File No. 110652.

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney



By:

ELIZABETH S. SALVESSON

Chief Labor Attorney

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OFFICE OF THE MAYOR  
SAN FRANCISCO



EDWIN M. LEE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: *EO* Mayor Edwin M. Lee *EL*  
RE: Memorandum of Understanding, Amendment No. 3 – San Francisco  
District Attorney Investigators' Association  
DATE: May 17, 2011

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RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2011 MAY 17 AM 11:20  
BY *AB*

Dear Madame Clerk:

Attached for introduction to the Board of Supervisors is the ordinance adopting and implementing Amendment No. 3 to the 2006-2012 Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, by implementing specified terms and conditions of employment for FY2011-2012.

I request that this item be calendared in Government Audit & Oversight Committee.

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



AMENDMENT No. 3  
TO THE 2006-2011 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
THE SAN FRANCISCO DISTRICT ATTORNEY INVESTIGATORS'  
ASSOCIATION

The parties hereby amend and extend the Memorandum of Understanding as follows:

**II.F. LAYOFF LIMITATIONS**

51. A. Spring 2010: Between the date of this Agreement and June 30, 2010, inclusive, layoffs of employees represented by member unions of the PEC and the DAIA that result in complete loss of City employment will be limited to four hundred twenty-five (425) positions, including notices already issued. The member unions of the PEC are as follows: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; Building Inspectors' Association; Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories, and Canada, Local 16; International Association of Bridge, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Auto, Marine and Specialty Painters, Local Union No. 1176; Pile Drivers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; Teamsters, Local 853; San Francisco Fire Fighters Union, Local 798, IAFF, AFL-CIO; International Federation of Professional and Technical Employees, AFL-CIO, Local 21; Municipal Executives' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO; United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38; Service Employees International Union, Local 1021; San Francisco Deputy Probation Officers' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers; Teamsters, Local 856; Transport Workers' Union, AFL-CIO, Local 200(Non-MTA); San Francisco Institutional Police Officers' Association; and Transport Workers' Union, Local 250-A (Non-MTA 7410 and Multi-Unit).
52. B. Fall 2010: Between July 1, 2010 and December 31, 2010, inclusive, there

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2011 MAY 17 AM 10:52  
BY: [Signature]

will be no layoffs or layoff notices issued for employees represented by member unions of the PEC and the DATA unless the City does not receive the revenue projected in the FY 2010-11 Joint Report for SB 188 (\$30 million) or does not receive the projected FMAP extension (an additional \$22.5 million), and except as provided in Section C.(3) below.

In such event, the City will provide the PEC and the DATA with complete and current Budget Information (as defined in Section D below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC and the DATA. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or MOU. The purpose of the meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts and measures to increase City revenue) and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for FY 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.

Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff employees represented by member unions of the PEC and the DATA only if:

(1) The Three-Month Budget Status Report, Six-Month Budget Status Report, and Nine-Month Budget Status Report show a cumulative FY 2010-11 General Fund deficit of greater than \$25 million. Credit towards the \$25 million cumulative deficit will be given for solving any mid-year deficit without layoffs. Such credit will be in the amount of the deficit reduction achieved without layoffs. Mid-year layoffs may be used to reduce the deficit above \$25 million, but may not account for more than sixty (60) percent of the solutions used to balance the deficit above \$25 million. In the event of layoffs, the City will provide the PEC and the DATA with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC and the DATA. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or MOU. The purpose of the meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In

55.

C. 54.

53.

the event the City receives additional General Fund revenue for FY 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or

56. (2) The projected deficit in the FY 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC and the DAIA with complete and current Budget Information supporting the need for FY 2010-11 layoffs in addition to any layoffs under Section C.(1) above. Immediately after issuing any layoff notices to reduce the projected FY 2011-12 General Fund deficit, the City will schedule a meeting with the PEC and the DAIA. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or MOU. The purpose of the meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or

57. (3) The Annual Salary Ordinance (ASO) passed as part of the City's adopted budget includes mid-year layoffs during FY 2010-11, based on positions authorized in the ASO, which were included in the Mayor's proposed budget, in which case such layoffs may also proceed.

**57a. C.a. Fiscal Year 2011-12: The City agrees to provide the PEC with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional**

In addition to the increase in base wages set forth in the paragraph above, base wages shall be increased by 7.5% effective July 1, 2006 in recognition of the employees' agreement to pay their own employee retirement contribution to CalPERS in the amount of 9% of covered gross salary. Pursuant to Section III.Q of the 2003-2006 Collective Bargaining Agreement between the City and the Association, the City was scheduled to begin paying the entire employee retirement contribution, in the amount of 9% of covered gross salary, on June 30, 2006. Instead of the City picking up the entire employee retirement contribution

74.

Effective December 27, 2008  
3.5%

Effective June 28, 2008  
2.0%

Effective December 30, 2006  
2.5%

Base wages shall be increased as follows:

73.

Compensation for the respective classifications of employment shall be paid for services under a normal work schedule as defined in Section III hereof. Compensations listed are gross amounts and are paid on a biweekly basis unless otherwise specified. The salary grade plan of seniority increments is contained herein. Wage rates are set forth in Attachment A.

72.

III.A. SCHEDULES OF COMPENSATION

Nothing in this Agreement shall waive or prejudice the right or position of the City, any PEC member union, or the DATA with respect to layoffs and rights granted by Charter, the Civil Service Commission, MOU, or state law.

59. E.

"Budget Information", for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three-Month, Six-Month, and Nine-Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current monthly and year-to-date balance sheets for each Enterprise Department employing members of PEC unions and the DATA; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of FTEs supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.

58. D.

Layoffs



in the amount of 9% of covered gross salary, the Association, on behalf of the employees, has elected to take a cost neutral equivalent of 7.45% as a wage increase. The City has agreed to round the 7.45% figure to 7.5%, and grant a 7.5% wage increase beginning on July 1, 2006.

75. In addition to the increase in base wages set forth in, there shall be a one-time market rate adjustment of 1% effective July 1, 2006.
76. All base wage increases shall be rounded to the nearest salary grade.
77. During FY 2010-11 and FY 2011-12, the parties agree to economic concessions of twelve (12) unpaid furlough days for each employee. The unpaid time off will be "smoothed" by implementation of a reduction in pay. Except as otherwise provided herein, the economic terms contained herein, including furlough days, smoothed wage concessions and the granting of additional floating holidays, will expire at close of business ~~June 10, 2011~~ May 11, 2012.
78. The City's payroll system requires wages to be calculated and paid in increments of one-quarter percent (.25%). In order to implement the annual 4.62% wage concession associated with the twelve (12) unpaid furlough days, the parties agree to the following adjustments:
79. Effective July 10, 2010 through close of business ~~June 10, 2011~~ May 11, 2012, wages shall be temporarily reduced by 5.0%, which represents an adjustment equivalent to the value of twelve (12) furlough days.
- 79a. However, in the event the City's Fiscal Year 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in Fiscal Year 2011-12 to be less than \$261 million, employee contributions for fiscal year 2011-12 shall be reduced according to the following schedule:**
- (1) Deficit of \$150-\$261 million: employees shall contribute the value of five (5) unpaid furlough days.**
  - (2) Deficit from \$100 up to \$150 million: employees shall contribute the value of three (3) unpaid furlough days.**
  - (3) Deficit less than \$100 million: employees shall not contribute any unpaid furlough days.**
80. All base wage calculations shall be rounded to the nearest salary schedule. All wages shall be restored to their original levels, (i.e., as if the concessions agreed to herein had not been made), on ~~June 11, 2011~~ May 12, 2012.
81. For FY 2010-11 and 2011-2012 only, vacation, vested sick leave, and severance payments for employees who elect severance pursuant to the terms of their MOU

or who elect involuntary layoff will not reflect reductions in an employee's hourly rate that were implemented as part of this Agreement.

### III.G. HOLIDAY ELIGIBILITY

127. Four (4) floating days off in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer subject to prior scheduling approval of the appointing officer. Employees (both full time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off may not be carried forward from one fiscal year to the next except with the approval of the Appointing Authority, or as provided in paragraph 129 below. No compensation of any kind shall be earned or granted for floating days off not taken off.

128. Effective July 1, 2010 for FY 2010-11, in recognition of the value of wage concessions during the year, employees 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 99 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, when the City has implemented Minimum Staffing Days.

128a. Effective July 1, 2011 for Fiscal Year 2011-12, in recognition of the value of wage concessions during that year, employees 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 127 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 paragraph 79a 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, when the City has implemented Minimum Staffing Days.

129. Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, ~~2011~~ 2012 may be carried over to be used in FY 2011-2012, FY 2012-13, and FY 2013-14, and 2014-15.
130. During FY 2010-11, FY 2011-12, FY 2012-13 and FY 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, floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.
131. It is presumed that employees will generally be allowed to take floating holidays at a rate of one per month, and that such days shall be scheduled by mutual agreement. Any disputes regarding scheduling of floating holidays shall be appealed to the Director of Employee Relations or his/her designee, who will be the final arbiter of any such dispute.
132. 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, the City will notify the DAIA which divisions or units within the District Attorney's Office have been slated for Minimum Staffing days and/or reduced staffing. If the DAIA 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 the DAIA via this process. If the DAIA finds DHR's response inadequate, it may elevate its concerns to the Mayor, who will be the final arbiter of any such dispute.
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### **III.P. ADDITIONAL BENEFITS**

169. The following contributions shall not be considered as a part of an employee'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.
1. **HEALTH AND WELFARE AND DENTAL INSURANCE**
170. a. The City agrees to maintain its contribution for health and dental benefits at present levels for the life of the agreement.
171. b. Benefits that are made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic

- 180. Pursuant to San Francisco Administrative Code Section 16.61-1(4)(a), the
- 179. Employees shall pay their own employee retirement contribution in the amount of nine percent (9%) of covered gross salary.

III.Q. RETIREMENT PICK-UP

174b. If Unions representing the majority of City and County of San Francisco employees agreeing to such change(s) receive any increase to compensation, increase to benefits, and/or extension of the term of their MOU in exchange for modifying dependent health care benefits as described above, the parties agree that the same terms shall be provided to the DATA bargaining unit.

174a. If, prior to June 30, 2012, Unions representing the majority of City and County of San Francisco employees agree to change current dependent health care coverage benefits (i.e., MOU health care benefits in place as of April 20, 2011) as described immediately below, then the parties agree to implement the same terms. These two potential changes are: (1) changing the current "75% of Kaiser" family rate language to a flat rate of \$692.02 per month (FY 2011-12 rate); and/or (2) refining the "75% of Kaiser" formula to apply to Employee-plus-1, separately from the Employee-plus-2 or more rate. Any change other than the above will require the mutual agreement of the parties.

174. The City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent coverage exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charged for the employee plus two or more dependents category.

2. DEPENDENT HEALTH CARE BENEFITS

173. d. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

172. c. Hepatitis B Vaccine. The City shall provide at its expense Hepatitis B vaccine immunization for all bargaining unit members.

partners of these bargaining unit members.

Association has elected to place all employees covered by this agreement into a full retirement status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.

181. Although not a mandatory subject of bargaining, if requested in writing by the Union, the City agrees to meet and confer with the Union over a mutually satisfactory amendment to the City's contract with PERS to effect safety retirement improvements for represented employees. As set forth in Charter Section A8.506-2, any contract amendment shall be cost neutral. As set forth in Charter Sections A8.409-5 and A8.506-2, the parties acknowledge that any disputes remaining after meet and confer on a PERS contract amendment are not subject to the impasse resolution procedures in Charter Section A8.409.
182. Retirement Seminar Release Time. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this agreement to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
183. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
184. All such seminars must be located within the Bay Area.
185. This section shall not be subject to the grievance procedure.

Retirement Restoration

186. For employees who retire prior to July 1, ~~2012~~ 2013 and whose final compensation for retirement purposes is impacted by the wage reduction described in Section III.A. the City will make available restoration pay in a lump sum equivalent to the pensionable value of the wage reduction described in Section III.A. for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period). For employees who retire prior to July 1, ~~2011~~ 2012, post-retirement payouts of vacation and vested sick leave will be made at the employee's normal (pre-reduction or non-wage-deferred) hourly rate, although nothing herein requires the San Francisco Employees Retirement System, or any applicable retirement system, to include payouts of vacation or vested sick leave in retirement calculations.
187. Should employees who retire prior to July 1, ~~2012~~ 2013 wish to receive retirement restoration, they must, at least thirty (30) days prior to the last date of employment, agree to re-designate any floating holidays they have taken during the Final Compensation Period in excess of four to vacation days upon retirement.

<u>John Noble</u> Representative for the Association	<u>Martin R. Gran</u> Employee Relations Director
Date	Date

<u>Maura Duffy</u> President	<u>Micki Callahan</u> Human Resources Director Department of Human Resources
Date	Date

FOR THE ASSOCIATION

FOR THE CITY

- 217. If the Controller certifies that the projected Fiscal Year 2010-2011 deficit for the City is over \$100 million, the City may, at its option, re-open the MOU on economies. This re-opener is subject to the impasse resolution procedures and timelines set forth in Charter Section A8.409, et seq.
- 216. The term of this Agreement shall be from July 1, 2006 through and inclusive of June 30, 2012, with no reopeners except as specifically provided herein.

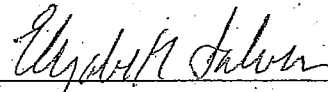
**V.B. DURATION OF AGREEMENT**

- 189. Any employee who (1) was hired as a 8146 District Attorney Investigator, 8147 Senior District Attorney Investigator or 8149 Assistant Chief District Attorney Investigator (or any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit) before July 1, 1990, or (2) possesses a valid Advanced POST Certificate, shall receive a premium equal to Six Percent (6%) of his/her base rate of pay. Any employee who receives the 6% premium shall not receive the 4% premium described in paragraph 146 188.

**III.R. POST AND/OR EDUCATION PREMIUM PAY**

This redesignation shall not apply to floating holidays carried over from a prior fiscal year. Once they have taken four floating holidays during the Final Compensation Period, such employees will not be eligible to take any floating holidays during the last 30 days of their employment except for floating holidays accrued before July 1<sup>st</sup> of the fiscal year in question.

APPROVED AS TO FORM:  
DENNIS J. HERRERA, CITY ATTORNEY



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**Elizabeth Salveson**  
Chief Labor Attorney







**CITY AND COUNTY OF SAN FRANCISCO**  
**OFFICE OF THE CONTROLLER**

**Ben Rosenfield**  
**Controller**

**Monique Zmuda**  
**Deputy Controller**

June 1, 2011

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: File Number 110652: Amendment to the Memorandum of Understanding (MOU) with the San Francisco District Attorney Investigator's Association

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of the MOU between the City and County of San Francisco and the San Francisco District Attorney Investigator's Association. The amendment applies to the period commencing July 1, 2011 through June 30, 2012, affecting 40 authorized positions with a salary base of approximately \$4.2 million and an overall pay and benefits base of approximately \$5.7 million.

Based on our analysis, the ordinance will result in a \$240,120 cost savings in FY 2011-12. The savings will be realized through a 4.62% annualized wage reduction in exchange for 12 floating furlough days. The MOU continues the wage reduction and furloughs that are in effect during FY 2010-11, which were scheduled to expire on June 10, 2011.

If you have additional questions or concerns please contact me at 554-7500 or Michelle Allersma of my staff at 554-4792.

Sincerely,

Ben Rosenfield  
Controller

cc: Martin Gran, ERD  
Harvey Rose, Budget Analyst

	<u>Annual Costs/(Savings)</u>	<u>FY 2011-2012</u>
Wages		
12 floating furlough days in exchange for a temporary 4.62% (annual) wage concession		(\$193,880)
Wage-Related Fringe Increases/(Decreases)		<u>(\$46,240)</u>
Total Estimated Incremental Costs/(Savings)		<u><u>(\$240,120)</u></u>