

File No. 100623

Committee Item No. 17

Board Item No. 33

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date June 18, 2010

Board of Supervisors Meeting Date June 22, 2010

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
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| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
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OTHER

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Addendum to the stipulated Award</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 2 to MOU, SF District Attorney Investigators' Assoc.</u> |
| * <input checked="" type="checkbox"/> | * <input checked="" type="checkbox"/> | <u>Collective Bargaining Agreement</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Controller's Report</u> |
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Completed by: Alisa Somera Date June 11, 2010

Completed by: Alisa Somera Date June 21, 2010

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

1 [Memorandum of Understanding, Amendment No. 2 – San Francisco District Attorney
2 Investigators' Association]

3
4 **Ordinance adopting and implementing the arbitration award that establishes**
5 **Amendment No. 2 to the 2006-2011 Memorandum of Understanding between the City**
6 **and County of San Francisco and the San Francisco District Attorney Investigators'**
7 **Association, by implementing specified terms and conditions of employment for**
8 **FY2010-2011.**

9 NOTE: Additions are single-underline italics Times New Roman;
10 deletions are ~~strike through italics Times New Roman~~.
11 Board amendment additions are double-underlined;
12 Board amendment deletions are ~~striketthrough normal~~.

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

13 Section 1. The Board of Supervisors hereby adopts and implements the arbitration
14 award, rendered pursuant to paragraph 219 of the Memorandum of Understanding that
15 establishes Amendment No. 2 to the 2006-2011 Memorandum of Understanding between the
16 City and County of San Francisco and the San Francisco District Attorney Investigators'
17 Association, by implementing specified terms and conditions of employment for fiscal year
18 2010-2011.

19 The arbitration award that establishes Amendment No. 2 to the Memorandum of
20 Understanding so implemented is on file in the office of the Board of Supervisors in Board File
21 No. 100623.

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

24 By: 
25 ELIZABETH S. SALVESON
Chief Labor Attorney

ADDENDUM TO THE STIPULATED AWARD DATED MAY 6, 2010

THIS ADDENDUM TO THE STIPULATED AWARD dated May 6, 2010 is made by and between the City and County of San Francisco ("City"), and the District Attorney Investigators' Association ("Union");

WHEREAS, the City and the Union entered into a Memorandum of Understanding ("MOU") for fiscal years 2006-2011;

WHEREAS, the current MOU expires on June 30, 2011, but has a re-opener provision on economics;

WHEREAS, pursuant to the MOU, the City sought to re-open, and after good faith negotiations, the parties reached impasse pursuant to Charter Section A8.409;

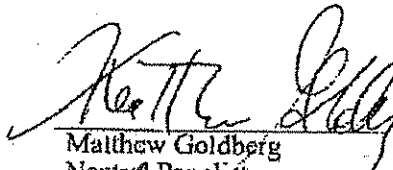
WHEREAS, after impasse, pursuant to the provisions of Charter Section A8.409-4, the parties entered into binding interest arbitration based on the factors set forth in Charter Section A8.409-4(d), including the City's financial condition;

WHEREAS, subsequent to the parties' presentation of evidence, the parties engaged in further mediation with the assistance of the Mediation-Arbitration Board ("Board"), during which the parties stipulated to the Board adopting the City's last, best, and final offer of settlement; and

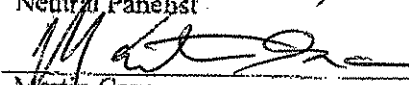
WHEREAS, in stipulating to the Award, the Board considered all of the factors in Charter Section A8.409-4(d), and found that the factors were met in the City's last, best, and final offer;

NOW, THEREFORE, the parties, with the approval of the Board and in accordance with Charter Section A8.409, agree that the Board may enter an award adopting the terms of the Memoranda of Understanding attached hereto effective July 1, 2006 through June 30, 2011.

Dated: 5/26/10


Matthew Goldberg
Neutral Panelist

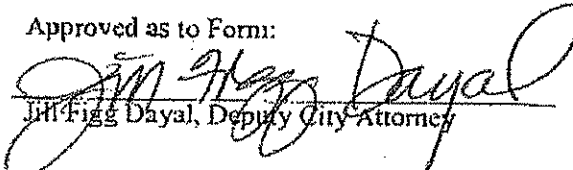
Dated: 5/26/10


Martin Gran
City Panelist/Representative

Dated: _____

Peter Nussbaum
Union Panelist/Representative

Dated: 5/26/10

Approved as to Form:

Jim Figg Dayal, Deputy City Attorney

AMENDMENT No. 2
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:

I.G. GRIEVANCE PROCEDURE

17. A grievance is any dispute, which involves the interpretation or application of any provisions of the Collective Bargaining Agreement relating to working conditions arising out of this Agreement, including the denial of a step increase under paragraph 131 (Satisfactory Performance) Disciplinary matters are excluded from the provisions of this Section. Grievances must be in writing and include: a) the name or names of the grievant, b) the basis and date of the grievance as known at the time of submission, c) the sections of the Agreement which the Association believes have been violated, and d) the remedy or solution being sought by the grievant. Failure by the Association to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the City to follow the time limits shall serve to move the grievance to the next step. Grievances shall be processed in the following manner:
-

II.C. FAIR LABOR STANDARDS ACT

39. The City agrees that it will, at a minimum, compensate in a manner and consistent with the Fair Labor Standards Act. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.

39a. The City agrees to meet with the Association regarding its analysis on the FLSA-exempt status of Classification 8149 Assistant Chief District Attorney's Investigator.

II.E. LAYOFFS

46. Advance Notice. Any employee whose position is eliminated shall be given at least thirty (30) calendar days advance written notice. The Association shall receive a copy of any layoff notice.

46a. Displacements. For Fiscal Years 2010-2011 and 2011-2012 only, the City will provide ten (10) business days notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and

department for the remainder of the notice period.

47. **Request to Meet & Confer.** Prior to any layoff, the Association shall have ten (10) calendar days from the date of the layoff notice, as specified in subsection 1 above, to make a written request to meet and confer with the City. If such request is provided, the City shall meet and confer to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.
48. The Association's rights under this provision shall not alter the effective date of the layoffs without the written agreement of the City.

II.F. LAYOFF LIMITATIONS

- 48a. 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).**
- 48b. B. Fall 2010: Between July 1, 2010 and December 31, 2010, inclusive, there will be no layoffs or layoff notices issued for employees represented by member unions of the PEC and the DAIA 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.

48c. In such event, the City will provide the PEC and the DAIA with complete and current Budget Information (as defined in Section E 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 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 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.

48d. C. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff employees represented by member unions of the PEC and the DAIA only if:

48e. (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 DAIA 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 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. 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; or

48f. (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

48g. (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.

48h. D. "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 DAIA; 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.

48i. E. Nothing in this Agreement shall waive or prejudice the right or position of the City, any PEC member union, or the DAIA with respect to layoffs and rights granted by Charter, the Civil Service Commission, MOU, or state law.

II.G. REORGANIZATION

48j. Upon ratification by each PEC-member union and the DAIA of MOU amendments implementing this agreement, the City agrees to rescind all layoffs first noticed for members of that union on or about March 5, 2010, except for layoffs from positions as to which no part-time position will be created or offered. The City further agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the City nor any individual employee organization waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification, each PEC-member union and the DAIA agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.

48k. Prior to July 1, 2012, the City agrees not to effectuate any new reorganization plan that lays off more than 20 employees in a classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.

48l. Prior to July 1, 2012, as required by MMBA and/or MOU, the City and union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.

48m. Nothing in this Agreement shall waive or prejudice the right or position of the City or any PEC member union with respect to layoffs and rights granted by Charter, the Civil Service Commission, MOU, or state law.

II.H. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

48n. The Human Resources Director agrees to work with the departments to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

48o. It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking floating holidays as described in paragraph 99a, such work will be offered to holdovers in such represented classifications.

II.I. LABOR MANAGEMENT COMMITTEE

48p. The parties have established a Joint Labor Management Committee with equal representation from both the City and the Union.

Scope:

48q. a. to give advice and make recommendations regarding the meaning, interpretation, or application of this Agreement;

48r. b. to give advice and make recommendations regarding issues which both the City and the Union agree to submit to the Joint Labor Management Committee;

48s. The Joint Labor Management Committee shall meet at a minimum on a quarterly basis, and otherwise as needed. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.

48t. The Committee will begin with a review of workload. The parties recognize that though workload fluctuates for various reasons, an employee's normal workload should conform to a regular 40-hour workweek to the extent possible.

48u. The Committee is specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

III.A. SCHEDULES OF COMPENSATION

49. 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.

50. Base wages shall be increased as follows:

Effective December 30, 2006
2.5%

Effective June 28, 2008
2.0%

Effective December 27, 2008
3.5%

51. 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 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.

52. 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.

53. All base wage increases shall be rounded to the nearest salary grade.

53a. During FY 2010-11, 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 floating holidays, will expire at close of business June 10, 2011.

53b. 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:

53c. Effective July 10, 2010 through close of business June 10, 2011, wages shall be temporarily reduced by 5.0%, which represents an adjustment equivalent to the value of twelve (12) furlough days.

53d. 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.

53e. For FY 2010-11, 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

99. Four 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 99b below. No compensation of any kind shall be earned or granted for floating days off not taken off.

99a. 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.

- 99b. Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, 2011 may be carried over to be used in FY 2011-2012, FY 2012-13 and FY 2013-14.
- 99c. During FY 2010-11, FY 2011-12, FY 2012-13 and FY 2013-14, 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.
- 99d. 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.
- 99e. 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.
-

III.P. ADDITIONAL BENEFITS

136. 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
137. a. The City agrees to maintain its contribution for health and dental benefits at present levels for the life of the agreement.
138. 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 partners of these bargaining unit members.

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

140. 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.

2. **DEPENDENT HEALTH CARE BENEFITS**

141. 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.

3. **"MEDICALLY SINGLE" EMPLOYEES**

Fiscal Year 2010-11

142. For "medically single"/Employee Only employees, (i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits), the City shall contribute all of the premium for the employee's own health care benefit coverage.

Fiscal Year 2011-12 and Thereafter

142a. The City and the PEC will establish a labor-management committee to begin meeting no later than October 1, 2010, concluding before December 31, 2010, to identify changes to MOU-negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care cost, beginning Fiscal Year 2011-12. Should a mutual agreement be reached through the labor-management committee, the DAIA shall adopt such agreement.

142b. Should the committee not reach mutual agreement on another option, the following goes into effect for the DAIA: for Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically single/Employee-Only category, the City's contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically single/Employee-Only enrollees. Employees who elect to enroll in the City Plan in this category must pay the difference between the capped amount of the City Plan described above and the cost of City Plan coverage in the medically single/Employee-Only category.

142c. If no mutual agreement on another option is reached as described in paragraph 142b, and if an employee's work location reasonably requires him

or her to reside in a county in which there is no City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City Plan.

III.Q. RETIREMENT PICK-UP

143. Employees shall pay their own employee retirement contribution in the amount of nine percent (9%) of covered gross salary.
144. Pursuant to San Francisco Administrative Code Section 16.61-1(4)(a), the 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.
145. 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.
146. 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.
147. 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.
148. All such seminars must be located within the Bay Area.
149. This section shall not be subject to the grievance procedure.

Retirement Restoration

- 149a. For employees who retire prior to July 1, 2012 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, 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.

149b. Should employees who retire prior to July 1, 2012 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. 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 1st of the fiscal year in question.

FOR THE ASSOCIATION

FOR THE CITY

Maura Duffy

Date

President

Micki Callahan

Date

Human Resources Director

Department of Human Resources

Peter Nussbaum, Esq.

Date

Counsel for the Association

Martin R. Gran

Date

Employee Relations Director

Ileana Samanc

Date

Chief Negotiator

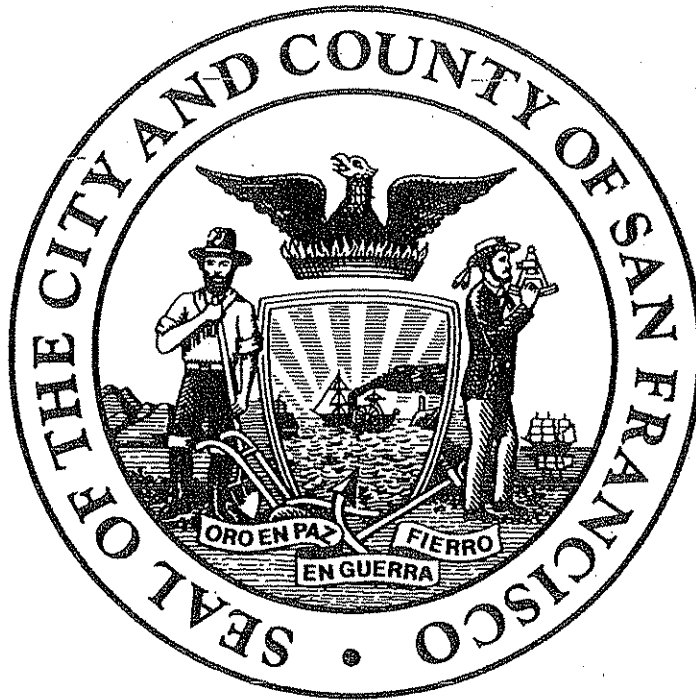
APPROVED AS TO FORM:

DENNIS J. HERRERA, CITY ATTORNEY



Elizabeth Salveson

Chief Labor Attorney



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

THE SAN FRANCISCO DISTRICT ATTORNEY
INVESTIGATORS' ASSOCIATION

JULY 1, 2006– JUNE 30, 2011

Revised Per Amendment #1

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CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Monique Zmuda
Deputy Controller

June 16, 2010

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 100623: Amendment #2 to the Memorandum of Understanding (MOU) with the San Francisco District Attorney Investigators' Association

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of the Amendment (amendment) to the MOU between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association (DAIA). The amendment applies to the period commencing July 1, 2010 through June 30, 2011, affecting 41 authorized positions with a salary base of approximately \$3.4 million and an overall pay and benefits base of approximately \$4.2 million. The arbitration award for DAIA includes the provisions agreed to by members of the Public Employees Committee of the San Francisco Labor Council (PEC).

The amendment to the MOU extends the contract through FY2010-11. Based on our analysis, the amendment will result in a \$322,000 savings in FY2010-11. Employees' wages will be reduced by 5% over the period of July 10, 2010 through June 10, 2011. The amendment provides that employees who retire during the term of the amended MOU whose compensation is impacted by the furlough will receive a payment equaling the pensionable value of the unpaid days that impact the retirement benefit. This will result in a cost to the City that will be determined by San Francisco Employees' Retirement System and is dependent on each retiree's circumstances.

The health benefits provisions included in the DAIA arbitration award would not result in savings in FY2011-12, as there are currently no employees in the bargaining unit that fall under the most expensive plan.

The cost of continuing existing health and dental benefits provided in the agreement will increase by approximately \$8,000 in FY 2010-2011. If you have additional questions or concerns please contact me at 554-7500 or Peg Stevenson of my staff at 554-7522.

Sincerely,


Ben Rosenfield
Controller

cc: Martin Gran, ERD
Harvey Rose, Budget Analyst

Amendment 2, MOU extension through Jun 30, 2011
San Francisco District Attorney, Investigator
Estimated Costs/(Savings) FY 2010-2012
Controller's Office

Annual Costs/(Savings)

FY 2010-2011

Wages

12 furlough days smoothed across the year: 5%
wage reduction from July 10, 2010-June 10, 2011 (\$268,696)

Wage-Related Fringe Increases/(Decreases)

(\$53,487)

Benefits

Cap on City contribution for medically single
employees on City Plan health coverage

Annual Amount Increase/(Decrease)

(\$322,183)

Budgeted Estimates for Cost Increase in Existing Benefits

\$7,582