

AMENDMENT No. 1
TO THE 2014-2019 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
MUNICIPAL ATTORNEYS ASSOCIATION

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors:

ARTICLE III - PAY, HOURS AND BENEFITS

III.E. WORK SCHEDULES

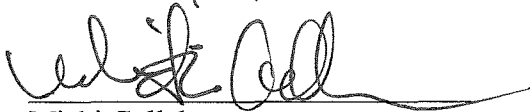
1. Benefit Accrual. For purposes of accrual of benefits, a regular biweekly pay period consists of eighty (80) hours.
2. Alternative Work Schedule. By mutual agreement, the City and MAA may enter into cost-equivalent alternate work schedules for some or all represented attorneys. Such alternate work schedules may include, but are not limited to, core hours, flex-time, full-time workweek of less than five (5) days, or a combination of features mutually agreeable to the parties. Such changes in work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to represented attorneys on a five (5) day, forty (40) hour week schedule.
3. Voluntary Reduced Workweek. Subject to the approval of the Appointing Officer, represented attorneys may voluntarily elect to work a reduced workweek for a specified period of time. Such reduced workweek shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced workweek. Subject to the approval of the Appointing Officer, represented attorneys working a reduced workweek may also elect to job share. Appointing Officers may grant (at their discretion) requests for reduced workweeks due to parenting or other childcare reasons. At the request of MAA, an Appointing Officer shall meet to discuss the role of reduced work schedules in his or her department.
4. Mandatory Time Off. There shall be no mandatory unpaid administrative leave (furlough) of any duration for represented attorneys.
5. Standby – District Attorney’s Office – PILOT PROGRAM
 - a. Represented attorneys may volunteer or be assigned to serve on a standby list established at the discretion of the District Attorney, in order to consult or respond regarding Officer Involved Shootings/In-Custody Deaths, Search Warrant Review or Homicides (collectively referred to as “Standby Duty”). Attorneys on such a standby list must be on call and available outside of regular business hours, ready to report for duty, and shall be subject to any rules or regulations established by the District Attorney.
 - b. Such designated attorneys on Standby Duty shall receive eight (8) hours of administrative leave per week of Standby Duty. Administrative leave time granted under this section shall be capped at forty (40) hours per calendar year for any attorney on Standby Duty and shall be in addition to any administrative leave time granted under Article III.I. of this MOU. The total combined balance of administrative leave under this section plus administrative leave granted under Article III.I. cannot exceed eighty (80) hours.

c. This Pilot Program shall expire, with no further meet and confer required, on June 30, ~~2017~~ 2019 unless the parties mutually agree to extend the program. The parties will meet during the third year of this MOU to evaluate the program, including its costs and benefits.

6. Committee. The parties agree to establish a committee for the purpose of discussing attorney work schedules, the entry of time on City timesheets and related issues. The committee shall consist of members from the Department of Human Resources, and MAA members in the City Attorney's Office, the District Attorney's Office, the Public Defender's Office, and any other individual deemed necessary to discuss issues taken up by the committee.

FOR THE CITY

Date: 5/4/17



Micki Callahan,
Human Resources Director

FOR THE UNION

Date: _____

Sean Connolly,
President, Municipal Attorneys' Association

Date: 05-03-17



Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 5/2/17



Moira Walsh
Managing Attorney