



# **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 #2**

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**ARTICLE I - REPRESENTATION**

- 1. **THIS COLLECTIVE BARGAINING AGREEMENT** (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representatives and the San Francisco District Attorney Investigators' Association (hereinafter "Association").

**I.A. RECOGNITION**

- 2. The City acknowledges that the Association has been properly certified as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance, for the following classifications:

*Class OT Symbol Title*

8146	L	District Attorney's Investigator
8147	L	Senior District Attorney's Investigator
8149	Z	Assistant Chief District Attorney's Investigator

- 3. Recognition shall be extended to individual classes appropriately accreted to existing bargaining units covered by this Agreement, and this Agreement shall apply prospectively to such classes.

**I.B. INTENT**

- 4. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adoption or acceptance by the Board of Supervisors by appropriate action in accord with City Charter §A8.409 and ratification by the Association.
- 5. Upon adoption, the provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City to the extent permissible by Charter §A8.409.

**I.C. OBJECTIVE OF THE CITY**

- 6. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
- 7. The Association recognizes the City's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.
- 8. Employees who work at less than acceptable levels of performance as determined by the District Attorney may be subject to disciplinary measures in accordance with any rights they may have under Government Code 3300 et seq. Nothing in this Agreement shall be construed to alter, modify, or restrict in any manner the exercise of the rights, authority or discretion conferred on the

District Attorney by Charter Section 10.104(13) which states that District Attorney's Investigators "serve at the pleasure of the appointing authority."

**I.D. MANAGEMENT RIGHTS**

9. The City shall have authority for the policies and administration of the Department and the power to organize, reorganize and manage the District Attorney's Office and its employees. Nothing in this document shall be interpreted as abrogating the Charter in any of its parts. Said authority shall include, but not be limited to, work rules and regulations. This Paragraph is not to be interpreted as a limitation on the rights of the Association under the Meyers-Milias-Brown Act.

**I.E. NO STRIKE PROVISION**

10. During the period of time this Agreement is in effect, the Association and members of the bargaining unit agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, mass absenteeism, sympathy strike, or any other disruptive activities which are detrimental to the conduct of City and County business and services.

**I.F. NEGOTIATION RESPONSIBILITY**

11. 1. Except in cases of emergency, the City/Department shall give reasonable written notice to the Association of any proposed change in matters within the scope of representation as specified in Government Code §3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
12. In cases of emergency when the City/Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the City/Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
13. 2. If the Association does not respond within fifteen (15) calendar days from the date of receipt or written notification of a proposed change as described above in subsection 1, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
14. 3. If the Association timely requests the opportunity to meet and confer as provided herein, the City/Department, with the direct assistance and participation of the Employee Relations Division, agrees to meet and confer with the Association over such proposed change or changes within fifteen (15) calendar days of such timely request, unless a longer period of time is mutually agreed upon, in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
15. 4. Except as provided in subsection 3, above, the Association agrees that it will make no proposals for change in the terms and conditions of employment of bargaining unit members for the duration of this Agreement.
16. 5. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior and existing Memoranda of Understanding,

Understandings, or Agreements, whether formal or informal, are hereby superseded or terminated in their entirety. This Agreement may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.

**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 161 (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:
18. 1. The grievance shall be presented either by the employee or by an authorized Association representative to the designated supervisor of the employee within fifteen (15) calendar days after the cause of such grievance occurs.
19. 2. The designated supervisor shall have fifteen (15) calendar days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, within fifteen (15) calendar days of receipt of the supervisor's response, the shall be presented in writing either by the employee or by an authorized Association representative to the department head or to such representative as he/she may designate.
20. 3. The department head or a designated representative shall have fifteen (15) calendar days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, within fifteen (15) calendar days of receipt of the department head's decision, the grievance shall be presented in writing either by the employee or by an authorized Association representative to the Employee Relations Division or to such representative as he/she may designate.
21. 4. The Employee Relations Division (ERD) shall have thirty (30) calendar days from date of receipt of the grievance in which to respond. If the grievance is not satisfactorily adjusted by ERD, within fifteen (15) calendar days of receipt of the ERD response, the Association has the right to advance the grievance to final and binding arbitration before an impartial arbitrator who shall be designated by mutual agreement between the Association and the Director of Human Resources. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation including preparation and post hearing briefs, if any.
22. 5. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City and County of San Francisco. It is the intent of this provision that Arbitrator Awards be implemented.

ARTICLE I - REPRESENTATION

23. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance.
24. Proposals to add to or change this Agreement or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Agreement or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
25. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the District Attorney or his authorized representative. Only such complaints which allege that employees are not being compensated in accordance with the provisions of this Agreement shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Agreement which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.
26. 6. Time Off for Grievances. If an employee desires the assistance of a representative of the Association in the processing of a grievance, the City agrees to permit one (1) Association representative reasonable time off during regular work hours, without loss of compensation or other benefits for this purpose. The grievant and/or authorized representative shall obtain the approval of their immediate supervisor before leaving their duty or work station or assignment for the purpose of processing a grievance.

**I.H. EMPLOYEE REPRESENTATIVES**

27. Employee representatives shall be allowed to distribute Association material and contact members on City property, provided the contact will be made during the employees' rest periods or before or after their work.
28. Up to two (2) official Association representatives shall be allowed time off without loss of pay to meet and confer with representatives of the City and County of San Francisco on matters within the scope of representation as provided in Administrative Code §16.219, which is appended for informational purposes only.

**I.I. ASSOCIATION SECURITY**

29. 1. **PAYROLL DEDUCTIONS.** The Association shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this Section represented by members of the Association, a statement of the membership dues for members in each classification, and a list of members in said classifications who have signed authorizations for payroll dues deductions. Such list of represented classifications and statement of membership dues shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. The Controller shall

ARTICLE I - REPRESENTATION

make required membership dues payroll deductions for the Association as designated from the list submitted by the Association.

30. Each pay period, the Controller shall make membership dues deductions, as appropriate, from the regular periodic payroll warrant of each Association member described above.
31. The Controller will promptly pay over to the Association all sums withheld for membership dues.
32. 2. **MAINTENANCE OF MEMBERSHIP.** Employees covered by this Agreement who have voluntarily joined the Association, and have authorized payroll deduction of dues, shall, for the administrative convenience of the parties, be permitted to revoke authorization for the deduction of Association dues only during the month of May for any year. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. Mail to the Controller, Personnel and Payroll Division, 875 Stevenson Street, San Francisco, CA 94103. The City shall deliver a copy of any revocation notice to the Association not later than July 1.
33. 3. **NOTIFICATION.** By the tenth day of each month, the City shall provide the Association with either: (1) a list, by classification, of all employees working in those classifications represented by the Association or (2) a list, by classification, of all new employees hired in the prior month in those classifications represented by the Association.



**ARTICLE II - EMPLOYEE CONDITIONS**

**II.A. NON DISCRIMINATION CLAUSE**

34. 1. The City and the Association agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, or sexual orientation, nor shall such a person be the subject of sexual or racial harassment.
35. This Paragraph shall not be construed to restrict or proscribe voluntary equal employment opportunity efforts by the Department; nor shall any rule, policy, procedure, order, action, determination or practice which pertains to the purpose, goals or requirements of a consent decree be restricted by the provisions of this Paragraph.
36. 2. Neither the City nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights pursuant to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act, and this Collective Bargaining Agreement.
37. 3. Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the City and County shall also have the right to refuse to join or participate in the activities of employee organizations.

**II.B. DISABILITIES**

38. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Agreement shall be interpreted, administered and applied in a manner consistent with such statutes. The City reserves the right to take any action necessary to comply therewith.

**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.
40. 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.D. INJURY RELATED LEAVES**

41. The City will make a good faith effort to return employees who have sustained an occupational or non-occupational injury or illness to temporary modified duty within the employee’s medical restriction. Duties of the modified assignment may differ from the employee’s regular job duties and/or from job duties regularly assigned to employees in the injured employee’s class. Where appropriate modified duty is not available within the employee’s classification, on the employee’s regular shift, and in the employee’s department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift, and/or in another department, provided the assignment must be approved by the District Attorney and does not violate Section 3303(j) of the Government Code. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration, except that alleged violations of Government Code Section 3303(j) shall be subject to grievance and/or arbitration. Modified duty assignments may not exceed three (3) months.
42. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee’s accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee’s Appointing Officer’s approval.
43. An employee who wishes to not supplement, or wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee’s normal salary unless the employee makes an alternative election as provided in this section.
44. Salary may be paid on regular time-rolls and charged against the employee’s sick leave with pay, vacation or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
45. Sick leave with pay, vacation or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
46. Nothing in this Agreement is intended to affect any rights an employee covered by this Agreement may have under Labor Code Section 4850.

**II.E. LAYOFFS**

47. 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.
48. 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.

49. 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.
50. 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

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 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.

53. In such event, the City will provide the PEC and the DAIA 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 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.
54. 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:
55. (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
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.
58. 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.
59. 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**

60. 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.
61. 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.
62. 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.
63. 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.H. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES**

- 64. 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.
- 65. 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 128, such work will be offered to holdovers in such represented classifications.

**II.I. LABOR MANAGEMENT COMMITTEE**

- 66. The parties have established a Joint Labor Management Committee with equal representation from both the City and the Union.  
  
Scope:
  - 67. a. to give advice and make recommendations regarding the meaning, interpretation, or application of this Agreement;
  - 68. 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;
- 69. 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.
- 70. 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.
- 71. The Committee is specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

## ARTICLE III - PAY, HOURS AND BENEFITS

### III.A. SCHEDULES OF COMPENSATION

72. 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.
73. 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%
74. 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.
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, 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.
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, wages shall be temporarily

reduced by 5.0%, which represents an adjustment equivalent to the value of twelve (12) 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.
81. 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.

Additional Step

82. Effective July 1, 2005, a 6<sup>th</sup> salary step shall be established for employees in classifications 8146 District Attorney's Investigator, 8147 Senior District Attorney's Investigator and 8149 Assistant Chief District Attorney's Investigator. Employees who have completed at least one year of service at step 5 in one of the said classifications shall advance to step 6 on July 1, 2005.

**III.B. WORK SCHEDULES**

**1. NORMAL WORK SCHEDULES**

83. a. Unless otherwise provided in this agreement, a normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.
84. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for executive, administrative or professional employees which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four, five or six consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five-day, forty hour-a-week employees.
85. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, eighty (80) hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.
86. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such



agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

87. b. A normal work week is a tour of duty on each of five consecutive days.
88. c. City-Wide Voluntary Reduced Work Week  
Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.
89. d. Exceptions  
Effective July 1, 2010, covered employees unable to work due to inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances shall be compensated as follows:
90. (i.) Employees who receive at least 2-hours advance notice that work is not available shall receive no compensation.
91. (ii.) Employees who are not given at least 2-hours advance notice and who report to work and are informed no work is available shall be paid for a minimum of two (2) hours.
92. (iii.) Employees who begin their shift and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter (1/4) hour.

2. **PART-TIME WORK SCHEDULE**

93. A part-time work schedule is a tour of duty of less than forty hours per week.

**III.C. COMPENSATION FOR VARIOUS WORK SCHEDULES**

1. **PART-TIME WORK SCHEDULE**

94. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

**III.D. ADDITIONAL COMPENSATION**

1. **SUPERVISORY DIFFERENTIAL ADJUSTMENT**

95. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

ARTICLE III – PAY, HOURS AND BENEFITS

96. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
97. b. The organization is a permanent one approved by the appointing officer, Chief Administrative Officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
98. c. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
99. d. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
100. e. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
101. If the application of this Section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under this section are also met.
102. f. The decision of the Department of Human Resources as to whether the compensation schedule of the supervisory employee shall be adjusted in accordance with this section shall be final and shall not be grievable.
103. g. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
104. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.
105. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).

106. i. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.
107. j. An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content or subordinate work and possess education and/or experience appropriate to the technical assignment.

**2. STANDBY PAY**

108. Employees who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid 25 percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten percent (10) of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic paging device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
109. Employees assigned to standby status as part of the officer-involved shooting team shall be compensated for the period of standby status as follows: Employees may be assigned to standby when normally off-duty from 8 a.m. Monday to 8 a.m. the following Monday (“duty week”). For each duty week the employee is assigned to standby status, the employee shall receive eighteen (18) hours of compensatory time. In addition, when such employees are called to perform their regular duties in emergencies during the period of such standby status, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein.
110. If employees assigned to the child abduction unit or the arson task force are assigned to standby status when normally off-duty, the City shall notify the Association and agree to meet and confer regarding the compensation of such employees while on standby status.

**3. CALL BACK**

111. Employees (except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - “Z” employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on standby status. The employee’s work day shall not be adjusted to avoid the payment of this minimum.

**4. ACTING ASSIGNMENT PAY**

112. Adjustment of compensation shall occur if all the following conditions are met:
- 1) The assignment shall be in writing;
  - 2) Assigned position must be budgeted;
  - 3) The employee is assigned to perform the duties of a higher classification for eleven (11) consecutive work days, after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.
113. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary grade that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.
114. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within sixty (60) calendar days of not receiving acting assignment pay.
115. An employee who is asked to perform the duties of a higher classification is entitled to have the assignment in writing.

**5. TIME OFF FOR VOTING**

116. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

**III.E. OVERTIME COMPENSATION**

117. 1. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate; provided that employees working in classifications that are designated in Section III.B. of this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
118. There shall be no eligibility for overtime compensation if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
119. The Department of Human Resources shall determine whether work in excess of eight (8)

hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.

120. No appointing officer shall require an employee not designated by a “Z” symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to subsection 2, below.
121. 2. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules. Those employees occupying positions designated "Z", shall not accumulate in excess of 480 hours calculated at time and one half.
122. Those employees subject to the provisions of the Fair Labor Standards Act and designated as “L”, who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Those employees occupying positions designated "L", shall not accumulate in excess of 480 hours calculated at time and one half.
123. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.

### **III.F. HOLIDAYS AND HOLIDAY PAY**

124. 1. A holiday is calculated based on an eight hour day. The following days are designated as holidays:
- January 1 (New Year's Day)
  - the third Monday in January (Martin Luther King, Jr.'s birthday)
  - the third Monday in February (Presidents' Day)
  - the last Monday in May (Memorial Day)
  - July 4 (Independence Day)
  - the first Monday in September (Labor Day)
  - the second Monday in October (Columbus Day)
  - November 11 (Veterans' Day)
  - Thanksgiving Day
  - the day after Thanksgiving
  - December 25 (Christmas Day)
125. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

126. 2. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.

### **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 127 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.
129. 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.
130. 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.
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.

**III.H. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

133. Employees who have established initial eligibility for floating days off and who subsequently separate from City employment, may, at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.

**III.I. HOLIDAYS THAT FALL ON A SATURDAY**

134. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

**III.J. HOLIDAY COMPENSATION FOR TIME WORKED**

135. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of Section III.E.2.
136. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of-one-and-one-half times for work on the holiday.

**III.K. HOLIDAY PAY FOR EMPLOYEES LAID OFF**

137. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

**III.L. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**

138. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
139. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay

period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

140. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

### III.M. SALARY STEP PLAN AND SALARY ADJUSTMENTS

141. 1. Appointments to positions in the City and County Service shall be at the entrance rate established for the position except as otherwise provided herein.

a. Promotive Appointment in a Higher Class

142. An employee or officer who is a permanent appointee following completion of the probationary period or six months of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

143. (1) If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

144. (2) If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.

145. (3) If the appointment deemed promotive described above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with subsections 1 & 2, above.

146. For purpose of this section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's permanent class shall be deemed promotive.



b. Non-Promotive Appointment

147. An employee or officer who is a permanent appointee following completion of the probationary period or six months of permanent service, and who accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

c. Appointment above Entrance Rate

148. Subject to the Controller's certification of available funds, and procedures to be established by the Department of Human Resources, appointments may be made by an appointing officer at any step in the salary grade under any of the following conditions:

149. (1) A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or

150. (2) Loss of compensation would result if appointee accepts position at the normal step; or

151. (3) A severe, easily demonstrated and documented recruiting and retention problem exists; or

152. (4) The appointee possesses special experience, qualifications, and/or skills, which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

d. Exempt Appointive Position

153. An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or lesser salary schedule, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Department of Human Resources.

e. Reappointment within Six Months

154. A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

2. **COMPENSATION ADJUSTMENTS**

155. When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same schedule step during the current fiscal year his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.

156. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional.

3. **FEDERAL MINIMUM WAGE**

157. Notwithstanding any of the other provisions contained herein, no employee working in a federally funded position shall be paid at a rate less than the established Federal Minimum Wage if that is a condition upon receipt of the Federal funds.

**III.N. METHODS OF CALCULATION**

1. **BI-WEEKLY**

158. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

2. **PER DIEM OR HOURLY**

159. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

**III.O. SENIORITY INCREMENTS**

1. **ENTRY AT THE FIRST STEP**

160. Permanent employees shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

2. **ENTRY AT OTHER THAN THE FIRST STEP**

161. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

3. **DATE INCREMENT DUE**

162. Increments shall accrue and become due and payable on the next day following completion of required service as a permanent employee in the class, unless otherwise provided herein.

4. **EXCEPTIONS**

163. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

164. Satisfactory Performance. For all employees hired on or after July 1, 2006, an employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall notify an affected employee at least sixty (60) calendar days prior to the employee's salary anniversary date of intent to withhold a step increase. However, if unsatisfactory performance occurs within the sixty days before the employee's salary anniversary date, the Appointing Officer shall provide notice of intent to withhold a step increase within a reasonable time. The notice shall be in writing and shall provide reason(s) and/or explanation for the denial.

165. The denial of a step increase is subject to the grievance procedure, including final and binding grievance arbitration. An employee's performance evaluation(s) may be used as evidence by either party in a grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

166. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement on the employee's salary anniversary date the following fiscal year. However, at any time before that date, the Appointing Officer, in his or her sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the Appointing Officer's decision, with no retroactive payment allowed.

167. An employee's salary anniversary date shall be unaffected by this provision.

168. In administering this subsection (a), the City affirms its commitment to a meaningful employee performance evaluation and notice process.

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

2. **DEPENDENT HEALTH CARE BENEFITS**

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.

3. **"MEDICALLY SINGLE" EMPLOYEES**

Fiscal Year 2010-11

175. 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

176. The City and its labor unions 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.
177. 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.

178. If no mutual agreement on another option is reached as described in paragraph 177, 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**

179. Employees shall pay their own employee retirement contribution in the amount of nine percent (9%) of covered gross salary.
180. 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.
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 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.

187. 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.
188. 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 1<sup>st</sup> of the fiscal year in question.

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

189. Employees in classifications 8146 District Attorney Investigator, 8147 Senior District Attorney Investigator and 8149 Assistant Chief District Attorney Investigator, and any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit, who successfully maintain the State required minimum of completing twenty-four (24) hours of POST training within a twenty (24) month period, shall receive a premium equal to Four (4%) Percent of their base rate of pay.
190. 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.

### **III.S. BILINGUAL PAY**

191. Bilingual pay, in the amount of Thirty Five Dollars (\$35.00) biweekly, shall be paid to employees who have been certified by the City as having proficiency in the Spanish or Chinese languages. Employees certified by the City as having proficiency in other languages, including sign language

for the hearing impaired and braille for the visually impaired, shall, upon the approval of their supervisor, receive such pay when they are required to utilize such skills and subject to Department of Human Resources guidelines.

### **III.T. SEVERANCE PAY**

192. The City agrees that when removing or releasing a represented employee from employment, the appointing officer will endeavor to inform the employee at least fourteen (14) calendar days before his/her final day of work. In the event that the appointing officer fails or declines to inform an employee a full fourteen (14) days in advance, the employee shall receive pay in lieu of the number of days less than fourteen (14) upon which he/she was informed.
193. Due to the status of the represented employees as exempt from the City's civil service selection, appointment and removal procedures (as provided by the Charter), the City and the Association agree that in addition to the notice or pay in lieu thereof provided above, a represented employee who is removed or released from City service shall receive the following severance benefit in exchange for a release signed by the represented employee, and signed by the Association in its representative capacity for the employee, of any and all contractual claims concerning the employee's removal or release from City service that the employee or the Association may have against the City, including any officer or employee thereof:
- 0- 5 years completed service: no severance;
  - 5-15 years completed service: 1 week per completed year of service; and
  - 15 years of completed service or more: 2 weeks per completed year of service for each year in excess of 15.
194. For example, a represented employee with 6 years of completed service will receive 6 weeks of severance pay. A represented employee with 16 years of completed service will receive 17 weeks of severance pay.
195. For the purposes of this provision, "service" means paid service in job codes, 8146, 8147 or 8149 with a break of no more than two consecutive years in such service.
196. For example, if a represented employee worked for 7 years in job code 8146, had a break in service of 3 years, and returned to work and completed 5 years of service in job code 8146 and 7 years in job code 8147, he/she would be entitled to 12 weeks of severance pay.
197. For purposes of this provision, "removed or released from City service" as used in paragraph in 193. shall be interpreted and applied as follows for purposes of determining eligibility for severance pay:
198. a. A represented employee in job codes 8146, 8147, or 8149 who is reassigned to and accepts another position with the City is not entitled to severance pay;
199. b. A represented employee in job code 8132 who is reassigned to another job code (other than 8146, 8147, or 8149) may either (1) accept the reassignment and not receive severance pay or (2) treat the proposed reassignment as a release or removal from City service and receive severance pay;

200. c. A represented employee in job codes 8146, 8147, or 8149 who is reassigned to a position in job code 8132, may either (1) accept the reassignment and not receive severance pay or (2) treat the proposed reassignment as a release or removal from service and receive severance pay;
201. d. A represented employee in job code 8149 who is reassigned to job code 8146 or 8147, or a represented employee in job code 8147 who is reassigned to job code 8146, shall not be entitled to severance pay regardless of whether or not the employee chooses the reassignment.
202. Severance payments shall be made within thirty (30) days of the City receiving a fully executed release pursuant to this MOU.

**III.U. CHAPTER 12W PAID SICK LEAVE ORDINANCE**

203. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement.

**III.V. VOLUNTEER/PARENTAL RELEASE TIME**

204. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
205. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.



## ARTICLE IV - WORKING CONDITIONS

### IV.A. SAFETY EQUIPMENT AND TRAINING ACCOUNT FOR DISTRICT ATTORNEY INVESTIGATORS

206. All items in this Section apply solely to employees in classifications 8146 – District Attorney Investigator, 8147 – Senior District Attorney Investigator and 8149 – Assistant Chief District Attorney Investigator (and any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit).
207. 1. The City will budget for and make available \$4,000.00 worth of on duty and practice ammunition to the Department for distribution during each year of this Agreement.
208. 2. The City will budget for and make available up to \$1,000.00 for reimbursement of the cost to each District Attorney Investigator of miscellaneous safety equipment, as approved by the District Attorney upon the presentation of valid purchase receipts, during each fiscal year of this Agreement. Any unspent funds shall be carried over and may be used during the following year. The reimbursable miscellaneous safety equipment includes any of the following:
- One (1) off-duty weapon (i.e., .45 caliber, .40 caliber, 9mm, .38 caliber, .357 caliber, .380 caliber), holster, extra magazines or speed loader, magazine holder or speed loader holder
  - Handcuffs, handcuff keys, handcuff case
  - ASP (expandable baton 16” or 24”), holder
  - Flashlight, flashlight charger or batteries, flashlight holder
  - Shooting glasses, ear protection
  - Gun cleaning kit
  - Fanny gun pack or other type of plain clothes gun carrying case
  - Attaché case or Briefcase
  - Duffel bag/equipment bag for carrying or storing BDU gear
  - Wallet flat badge, belt holder for issued badge, plain clothes badge holder that hangs from neck chain
  - Utility folding knife
  - SFDAI polo shirts, jacket cap
  - Riot gear (helmet, shield, 36” baton and grommet)
  - Binoculars
  - Business cards (prior approval of supervisor required)
  - Tape recorder, telephone recording device
  - Cellular telephone, charger, car adapter, spare battery
  - Various books, e.g. Thomas Street Guide, California Penal Code, Criminal Investigations Manual
  - Luggage Cart
  - Vinyl portfolio or metal report folder
  - Gloves
  - Uniform patches

- Whistle
- Raingear – jacket, pants, hood
- MACE, MACE holder
- The replacement of Battle Dress Uniform items listed in paragraph 177
- Any other equipment approved by the District Attorney or his or her designee.

209. The above list of reimbursable safety equipment can be updated periodically with the mutual consent of the District Attorney and the Association.

210. In addition, the City will permit these monies to be made available to reimburse each District Attorney Investigator for all P.O.S.T. Certified trainings and the following non-P.O.S.T. trainings:

- California Department of Justice – Organized Crime Training
- National White Collar Crime Center Training
- California Welfare Fraud Investigators Training
- California State District Attorney Investigator Training
- Child Abduction and Recovery Training
- Child Abduction Intervention and Resource Training
- California Arson Investigators Training
- Environmental/Hazard Material Investigators Training
- California Sexual Assault Investigators Training
- High Tech Crime Investigators Training
- Cyber Crime Training
- California Insurance Fraud Training
- Real Estate Fraud Training
- Narcotics-related Training
- Elder Abuse Training
- Domestic Violence Training
- Northern California Fraud Investigators Training
- Training offered at the FBI National Academy and Federal Law Enforcement Center
- Training on Interviewing and Preparing Children for Court
- Training by the California Law Enforcement Association of Background Investigation
- Consumer Fraud Training

211. The above list of reimbursable trainings can be updated periodically with the mutual consent of the District Attorney and the Association. All such trainings must be approved by the District Attorney in advance and will be reimbursed according to the Controller’s reimbursement guidelines.

212. 4. The City will provide each District Attorney Investigator with peace officer status (classes 8146, 8147 and 8149 and any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit) with body armor, specifically

soft body armor vests, that meet the National Institute of Justice Standard 0101.03 and a minimum threat level protection IIIA. Soft body armor replacement shall be made available in accord with the manufacturer's recommended replacement schedule.

213. The City agrees to provide each District Attorney Investigator in classifications 8146, 8147 and 8149, who is new to City employment, with the following items:

Battle Dress Uniform (BDU)

ITEM	QUANTITY
BDU Top – LAPD Blue	1 (one)
BDU Pant – LAPD Blue Includes (a) custom embroidery with STAR and NAME, (b) shoulder patches	1 (one)
Boots – Rocky Black	1 (one)
Windbreaker (Raid Jacket)	1 (one)
Uniform Jacket	1 (one)
Nylon Duty Belt	1 (one)
Nylon Pant Belt	1 (one)
Nylon Mag Pouch	1 (one)
Nylon Cuff Case	1 (one)
Nylon Keepers	4 pack (four)
Nylon Radio Holder	1 (one)
26” Baton	1 (one)
Baton Grommet	1 (one)
Holster	1 (one)
.40 Caliber Semi-Automatic Handgun	1 (one)

214. The City shall establish a \$5,000.00 training fund to be used to provide training to employees covered by this Agreement that is relevant to the job of District Attorney Investigator. All such trainings must be approved in advance by the District Attorney and costs will be reimbursed according to the Controller's reimbursement guidelines. Once the \$5,000.00 cap has been reached, no further funds will be made available.

## ARTICLE V - SCOPE

### V.A. SCOPE OF AGREEMENT

215. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This agreement may be modified, but only in writing, upon the mutual consent of the parties.
216. In the event the City seeks to institute any change in methods or operations within the scope of representation, which it believes is not covered by this Agreement, the City shall so notify the Association and shall meet and confer with the Association pursuant to the provisions of the Meyers-Milias-Brown Act prior to instituting such change.

### V.B. DURATION OF AGREEMENT

217. The term of this Agreement shall be from July 1, 2006 through and inclusive of June 30, 2011, with no reopeners except as specifically provided herein.
218. 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 economics. This re-opener is subject to the impasse resolution procedures and timelines set forth in Charter Section A8.409, et seq.

### V.C. SEVERABILITY

219. Should any part hereof or any provision herein contained be declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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 Salvesson**  
Chief Labor Attorney

## ATTACHMENT A – Compensation Grades

**For current rates of pay, please refer to the City and County of San Francisco’s Compensation Manual located at <http://www.sfgov.org/site/uploadedfiles/dhr/compmanl.pdf> or the searchable Compensation Manual located at .**