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**OFFICE OF MAYOR JERRY SANDERS
CITY OF SAN DIEGO**

MEMORANDUM

DATE : January 4, 2008
TO : Council President Peters
Members of the City Council
FROM : Lisa Briggs, Policy Advisor
SUBJECT: Tuesday, January 8, 2008 City Council Meeting
Items 334 and 335

The City Attorney's Office has informed the City that Items 334 (Memorandum of Understanding with the San Diego Deputy City Attorney's Association [DCAA]) and 335 (Memorandum of Understanding with the International Association of Fire Fighters Local 145 [IAFF Local 145]) need not go forward for City Council adoption. As of this date, the contracts have expired; thus the issue is moot.

These Memorandums of Understanding (MOUs) were for the period covering July 1, 2006 thru June 30, 2007. MMBA Government Code Section 3505.1 as well as Council Policy 300-06 provide that the agreement will not be binding upon the parties unless ratified by the City Council. While not formally ratified during that time, both parties operated under the terms of those agreements for the duration of the MOUs thus executing these contracts.

For the current fiscal year, the City and both DCAA and IAFF Local 145 failed to reach agreement and, in April 2007, the City Council imposed terms and conditions upon both labor organizations for the time period covering July 1, 2007 thru June 30, 2008. As such, the terms and conditions related to the FY07 MOUs in addition to the terms imposed related to the FY08 Operating Procedures are binding on the parties.

LB/jg

OFFICE OF INDEPENDENT BUDGET ANALYST
CITY OF SAN DIEGO
MEMORANDUM

No. 07-16

DATE: November 28, 2007

TO: Honorable Council President and Members of the City Council

FROM: Andrea Tevlin, Independent Budget Analyst *Andrea T.*

SUBJECT: Water Reuse Pilot Program

On October 29, 2007, the City Council voted to move forward with implementation of a potable water reuse pilot program. The purpose of the pilot program is to demonstrate that the City can treat reclaimed water to a level that is safe for human consumption. Such a program is the first step in implementing a full scale indirect potable water reuse program, such as reservoir augmentation.

The IBA supports moving forward with a potable water reuse pilot program. The pilot study will provide valuable information on the process, procedures, and potential cost of implementing a full-scale potable water reuse program. It should be noted that moving forward with the pilot program does not commit the City to implementing a full-scale potable reuse program but is simply a means of gathering necessary information. However, not moving forward with a pilot program essentially cuts off this option entirely.

The first step in implementing a pilot program is to initiate a discussion with the California Department of Public Health (DPH) in order to get a clear understanding of what is required, and the steps that need to be taken. While it has been roughly estimated that the cost of a pilot program would be \$10 million to \$15 million, we feel that the initial discussion with DPH is necessary in order to generate more precise cost estimates.

Once the cost of the pilot program is more precisely known, different funding options may then be considered. It has been stated that implementing such a pilot program will require an additional increase in water rates. While this certainly may be an option, we are not convinced that a rate increase is the only option, particularly given that the true cost of the pilot program is still unknown. Other potential funding options may include accessing fund balances or revising the timeline for other long-range water supply capital projects. Additional analysis will be necessary to determine the full range of funding options once the the initial discussion with DPH is held and the cost of the pilot program is more precisely known.

We recommend that the Water Department initiate the dicussion with DPH and report back to the Council within three months, or some other reasonable time period, with a plan to implement a potable water reuse pilot program, including updated cost estimates, steps to impleentation, and

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Honorable Council President
and Members of the City Council
November 28, 2007

DPH requirements. This will allow for a more thorough discussion of funding options, as well as any adjustments in timeframe that may be necessary.

Andrea Tevlin
Independent Budget Analyst

cc: Mayor Jerry Sanders
Jay Goldstone, Chief Operating Officer
Jim Barrett, Water Department Director

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THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: October 31, 2007 REPORT NO: 07-177
ATTENTION: Council President and City Council
Meeting of November 5, 2007
SUBJECT: Approving and Ratifying the FY 2007 Memorandum of Understanding
REFERENCE:

REQUESTED ACTION: Approve the resolution to ratify the FY 2007 Memorandum of Understanding between the City of San Diego and the Deputy City Attorney's Association (DCAA).

STAFF RECOMMENDATION: APPROVE THE RESOLUTION.

SUMMARY: The Mayor's Negotiating Team has met and conferred with the DCAA and reached a one year agreement on the Memoranda of Understanding with the San Diego Deputy City Attorney's Association (DCAA) regarding wages hours and other terms and conditions of employment for the period covering FY 2007, effective July 1, 2006 through June 30, 2007.

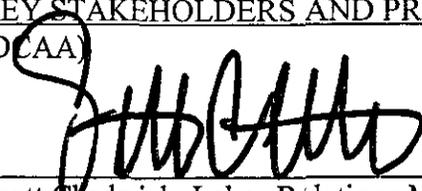
Pursuant to these negotiations, the Mayor's Negotiating Team and the DCAA have agreed to the provisions contained in the successor Memoranda of Understanding on file with the City Clerk's Office.

FISCAL CONSIDERATIONS: Costs associated with these agreements are contained in the FY 2007 budget.

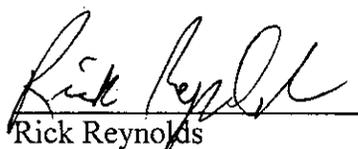
PREVIOUS COUNCIL and/or COMMITTEE ACTION: Presented in Closed Session on May 8, 2006

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: NONE

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Deputy City Attorney's Association (DCAA)



Scott Chadwick, Labor Relations Manager
Originating Department



Rick Reynolds
Deputy Chief/Chief Operating Officer

ATTACHMENT: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO AND
DEPUTY CITY ATTORNEY ASSOCIATION

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MEMORANDUM OF UNDERSTANDING

between

THE CITY OF SAN DIEGO

and

DEPUTY CITY ATTORNEY

ASSOCIATION

for the period

July 1, 2006 to June 30, 2007

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ATTORNEY GENERAL
SAN DIEGO, CA

PARTIES TO THE AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on July 1, 2006, by and between Authorized Management Representatives ["Management"] of the City of San Diego ["City"] and the City Attorney's Office, on the one hand, and the San Diego Deputy City Attorney Association ["DCAA"], on the other hand.

PURPOSE

It is the purpose of this Memorandum of Understanding ["Memorandum"], to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by the Memorandum; to provide procedures herein for an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours of employment and other terms and conditions of employment of the employees covered by this Memorandum, which agreement the parties intend jointly to submit and recommend for approval and implementation.

MEET AND CONFER

The City and the DCAA agree to meet and confer during the term of this Memorandum only to the extent required by applicable law, and if agreement is reached in such meeting and conferring, to reduce such agreement to writing, sign and seek any required ratification, implementation, and/or approval.

ARTICLE 1

Recognition

Management formally recognizes the DCAA as the exclusive representative for all deputy city attorneys employed in the City Attorney's Office. Assistant city attorneys, and those deputy city attorneys involved in labor negotiations with DCAA on behalf of management of the City Attorney's Office are excluded from the bargaining unit.

ARTICLE 2**Good Faith Bargaining**

The parties understand that creating a comprehensive Memorandum of Understanding will be a longer term project than the time currently available for collective bargaining negotiations in order to meet current budget deadlines. Therefore, the parties propose and agree to negotiate in good faith during FY07 to develop a comprehensive MOU on non-economic issues.

ARTICLE 3**Term**

The term of this modified Memorandum shall commence at 12:01 a.m. on July 1, 2006. This Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2007.

ARTICLE 4**Renegotiation**

The parties agree to reopen negotiations on the elements of Total Compensation if the City enters into an agreement with another represented employee group that provides more favorable economic terms or less detrimental economic concessions when measured against the Total Compensation provided to represented employees under this MOU.

ARTICLE 5**Salary**

No general salary increase for FY07.

Employees in the DROP program will have a pay reduction of 3.2% of base salary, to correspond to the 3.2% employee contribution to CERS by non-DROP employees.

ARTICLE 6**Flexible Benefits Plan**

The annual value of flexible benefits for employees covered under this agreement shall be \$8,575 for FY07.

ARTICLE 7

Retirement Benefits

Effective July 1, 2006, employees represented by the DCAA shall increase their retirement pickup to San Diego City Employees Retirement System ["CERS"] from 3.0% to 3.2% of the employee's base salary. This retirement contribution is in addition to the 2.25% of base salary contribution made to the retirement plan by each employee now that the Employee Contribution Reserve is depleted. The 3.2% contribution increase will be applied exclusively to reduce the legally accrued UAAL, through the purchase of POBs, real estate transactions, or other means, and will be held in an escrow or comparable account pending such use.

PENSION BENEFIT RESTRUCTURE

FUTURE EMPLOYEES:

For employees hired after July 1, 2005:

- Eliminate the purchase of service provisions.
- Eliminate DROP.
- Eliminate the 13th Check benefit.
- Eliminate all formulae except 2.5% at 55

RETIREE MEDICAL BENEFITS

FUTURE EMPLOYEES:

For employees hired after July 1, 2005:

- Exclude from existing retiree medical program and create defined contribution Retiree Medical Trust with understanding that employees' right applies only to actual employee contributions and investment earnings on those contributions, but not to the benefit itself. DCAA and the City will meet and confer on Trust establishment, SPSP conversion, administration, plan design and distribution options. Pending establishment of Trust, employee contributions and City match will be held in escrow within CERS, but combined with other CERS funds for investment purposes only.

CURRENT EMPLOYEES:

For employees hired before July 1, 2005:

- Establish service qualification for retiree medical benefit:
10 years of City service = 100% benefit.
5 years of City service = 50% benefit.

ARTICLE 8**Bereavement Leave**

Up to three (3) days bereavement leave for loss of an immediate family member, once per fiscal year, effective July 1, 2005. Immediate as defined under the Family Medical Leave Act.

ARTICLE 9**Mileage Reimbursement**

Mileage reimbursement will increase to \$.48 per mile effective July 1, 2006.

ARTICLE 10**Management Rights**

Unless specifically in conflict with this MOU, all management rights shall remain vested exclusively with the City Attorney. City Attorney management rights include, but are not limited to:

- a. All rights vested in the City Attorney pursuant to Section 40 of the City of San Diego City Charter;
- b. The right to determine the mission of the office of the City Attorney and all of its departments;
- c. The right of full and exclusive control of the management of the City Attorney's office; supervision of all operations; determinations of methods, means, location and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
- d. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City Attorney's office;
- e. The right to review and inspect, without notice, all City-owned facilities, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems and filing cabinets and systems;
- f. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City Attorney work, and to contract out for work;

- g. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
- h. The right to establish and enforce employee performance standards;
- i. The right to schedule and assign work;
- j. The right to hire, fire, promote, discipline, reassign, transfer, release, layoff, terminate, demote, suspend or reduce in step or grade, all employees;
- k. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require represented attorneys to appear, respond truthfully and cooperate in good faith regarding any City or City Attorney investigation;
- l. The right to maintain order, effective and efficient operations; and
- m. The right to establish rules for the management and operation of the office of the City Attorney, *including rules to maintain discipline and efficiency.*
- n. Nothing in this Article shall be construed to limit or abrogate any constitutional or statutory rights of any employee.

ARTICLE 11

DCAA Communications

A. Bulletin Boards

The City Attorney will furnish adequate bulletin board space for the use of DCAA at reasonable locations. This will not preclude management from using other space on these bulletin boards. The Association shall limit its posting on such bulletin boards to Association affairs such as reports of official business and meeting schedules. The Association agrees not to post controversial or political material, and to remove dated material in a timely manner.

B. Mail Boxes

The Association can utilize attorney mailboxes for information related to DCAA business. The information placed in attorney mailboxes shall relate to Association affairs such as reports of official business and meeting schedules. The Association agrees not to place controversial or political material in attorney mailboxes.

C. Email

The Association can utilize the City e-mail system for DCAA business, such as reports of official business and meeting schedules. The Association agrees not to utilize the email system for controversial or political matters, and to comply with all City policies regarding the utilization of the City's email system.

ARTICLE 12

Professional Education

The City Attorney will pay State bar dues for each Deputy City Attorney ("DCA"). In addition, the City Attorney will pay the reasonable expenses for a DCA to attend professional, job-related conferences that are pre-approved by management. Pre-approval may be denied in the sole discretion of the City Attorney, and such approval will be denied if such expenses are not within the budgetary constraints of the City Attorney. In order to be reimbursed for such educational expenses, the DCA shall submit a request for approval to attend the event, along with a list of the likely expenses associated with the event, such as mileage, air fare, hotel, meals, rental car and taxi expenses. This information shall be submitted in advance of attendance, and pre-approval is required. The City Attorney may require the DCA to submit satisfactory evidence of attendance at the event, and receipts for all actual expenses incurred, in order to receive reimbursement.

In the event the City Attorney does not approve the payment of expenses for a DCA to attend a professional, job-related conference (such as in the event of budgetary constraints), the employee can still attend the conference at his or her own expense, provided such attendance is pre-approved by management, and the employee will receive his or her salary while in attendance at the conference.

ARTICLE 13

Review of Performance and Discretionary Merit Increases

The salary structure attached as Addendum 1 to this MOU will remain in effect for the term of this MOU, subject to the discretion of the City Attorney to hire new employees with special expertise or in a unique circumstance who may not be placed into this structure.

Deputy I and II

Management of the City Attorney's Office will review the performance of employees in the Deputy I and II assignments every six months, in approximately January and July. These employees will be eligible to receive a merit increase at the time of these reviews based on their performance, provided that such increases shall be in the sole and absolute discretion of the City Attorney, shall be based on merit, and shall be within the budgetary constraints of the City Attorney.

Deputy III

Management of the City Attorney's Office will review the performance of employees in the Deputy III assignment once a year, in approximately July. These employees will be eligible to receive a merit increase at the time of these reviews based on their performance, provided that such increases shall be in the sole and absolute discretion of the City Attorney, shall be based on merit, and shall be within the budgetary constraints of the City Attorney.

Deputy IV, V and Senior Deputy

Management of the City Attorney's Office will review the performance of employees in the Deputy IV, V and Senior Deputy assignments once a year, in approximately the month of that employee's anniversary date of hire by the City Attorney's office, provided that it shall be the responsibility of the employee to contact management of the City Attorney's office during their anniversary month and to request a review of their performance. These employees will be eligible to receive a merit increase at the time of these reviews based on their performance, provided that such increases shall be in the sole and absolute discretion of the City Attorney, shall be based on merit, and shall be within the budgetary constraints of the City Attorney.

Progression Between Assignments

Placement in, and progression between assignments shall be in the sole and absolute discretion of the City Attorney.

DCAA Input on Performance Evaluation Process

The parties recognize that management of the City Attorney's office needs more time to develop the performance evaluation process for employees. As such, during the term of this MOU, the City Attorney's office will work on developing a performance evaluation process for employees. DCAA will be invited to provide input on the performance evaluation process, and the City Attorney's office will consider that input in the development of the performance evaluation process.

ARTICLE 14

Grievance Procedure

This Grievance Procedure is provided for the orderly and efficient disposition of grievances. A grievance is any dispute involving the interpretation or application of this Agreement, or relating to working conditions or disciplinary action imposed by the City Attorney or his or her designee, except that this Grievance Procedure does not apply to employment terminations. This grievance procedure in no way limits the management rights of the City Attorney as expressed in Article 10 of this MOU, nor does it change the fact that all employees are employed on an at-will basis, and as such the City Attorney reserves the right, in his or her sole and absolute discretion, to discipline, demote, terminate to alter the employment relationship with any employee at will, either with or without cause or advance notice.

The parties recognize that the City has other complaint procedures. This Grievance Procedure is not intended to limit or prohibit an employee from filing a complaint under any other City policy that is applicable to that employee, nor does it prohibit an employee from filing a complaint in an administrative agency or a court of law, once the employee has exhausted this grievance procedure with respect to violations of the MOU.

The following are the steps in the Grievance Procedure:

First Step – Chief Deputy: In order to minimize the possibility of misunderstanding, an employee shall discuss the problem or grievance with the Chief Deputy of his/her unit within seven (7) business days of the occurrence of the problem creating the grievance. The Chief Deputy or his/her designee will investigate the matter and attempt to provide a solution or explanation within ten (10) business days after the employee reported the grievance, unless additional time is required under the circumstances.

Second Step – Assistant City Attorney: If an employee does not receive a satisfactory answer or resolution as a result of the First Step of this procedure, the employee or the DCAA will reduce the grievance to writing and present the grievance to the Assistant City Attorney or his or her designee within five (5) business days after receiving the explanation from the Chief Deputy referred to in the First Step of this procedure. After receiving the written grievance, the Assistant City Attorney or his or her designee will promptly schedule a meeting to provide the employee and/or the Union with an opportunity to present the problem personally. Within ten (10) business days after that meeting or such longer period as is required under the circumstances to properly investigate and/or consider the matter, the Assistant City Attorney or his or her designee will provide the employee with a verbal or written response to the grievance.

Third Step – City Attorney: If an employee is not satisfied with the decision at the Second Step of this procedure, he or she may request in writing, within five (5) business days after receiving the response from the Assistant City Attorney at the Second Step of this procedure, an appointment to meet with the City Attorney or his or her designee, who will discuss the problem with the employee and investigate the basis for the grievance. The City Attorney or his or her designee will provide either a verbal or written decision to the employee within 10 business days after that meeting, unless he or she determines that additional time is required under the circumstances. The decision at this step shall be the final decision of the City Attorney with regard to the grievance.

It is the City Attorney's intention to be fair and impartial in order to establish the smoothest working relationship possible. No employee will be discriminated or retaliated against, or in any way penalized, for using this procedure.

ARTICLE 15**Employment Termination Meeting**

Any employee who has been terminated by the City Attorney's office may, within five (5) business days of his or her termination, request a meeting with the City Attorney or his or her designee, in order to discuss with the City Attorney or his or her designee, the termination decision. The City Attorney or his or her designee will meet with the employee within ten (10) business days of such a request to discuss the decision.

Nothing in this Article or this MOU in any way limits the management rights of the City Attorney as expressed in Article 10 of this MOU, nor does it change the fact that all employees are employed on an at-will basis, and as such the City Attorney reserves the right, in his or her sole and absolute discretion, to discipline, demote, terminate to alter the employment relationship with any employee at will, either with or without cause or advance notice.

ARTICLE 16**Inspection of Employee Personnel File**

Each employee may inspect the contents of his or her personnel file at reasonable times and at reasonable intervals, provided sufficient advance notice is given to management of the City Attorney's office of the desire to do so. Such inspection is limited to those records which an employee has the right to inspect under California Labor Code section 1198.5.

A copy of any document which reflects negatively on an employee's performance that is placed in the employee's personnel file shall also be provided to the employee. At the employee's request, the City Attorney's office will place into an employee's personnel file a brief written response to any such document.

ARTICLE 17**DCAA Matters**

The DCAA may, with the prior approval of management, be granted the use of City Attorney meeting room facilities for meetings of its members. Such meetings shall not be held during work hours.

The City Attorney agrees to provide DCAA with an opportunity to make non-controversial presentations to new employees represented by DCAA regarding the role and purpose of DCAA. These presentations will not exceed one-half hour.

The City Attorney recognizes the right of DCAA to designate employee representatives from the employees in the bargaining unit. The DCAA shall reserve the right to designate the method of

selection of employee representatives. The DCAA shall notify management of the City Attorney's office in writing of the names of its employee representatives, and shall also provide notice in writing of any changes regarding employee representatives and who they are replacing.

On an annual basis, the City will distribute a form to all employees represented by DCAA. This form will give these employees an opportunity to indicate that they do, or do not, wish to disclose their home addresses to DCAA. The City will provide home addresses to DCAA for those employees who authorize it, and DCAA agrees to hold those addresses in confidence. The City will provide mailing labels of the bargaining unit to DCAA no more than twice per fiscal year. The labels will be applied at the labor relations office and postage and assembly will be the responsibility of DCAA.

ARTICLE 18

Association Dues

A. Employee's Responsibilities

All employees in the bargaining unit shall have the choice of either becoming a member of DCAA, or of being a non-member and paying an agency fee or conscientious objector fee. All new employees to the bargaining unit shall within thirty (30) days of their employment by the City Attorney have the choice of either becoming a member of DCAA, or of being a non-member and paying an agency fee or conscientious objector fee. The City Attorney's office will also notify DCAA within thirty days of the identity of these new employees.

B. Implementation of Agency Shop

1. Notice to Employees

The City has provided current employees in the unit, and will provide any employees hired into the bargaining unit, with an authorization notice provided by DCAA advising them that an election has resulted in an Agency Shop arrangement and that all employees must either join DCAA, pay an agency fee to DCAA, or execute a written declaration setting forth a bona fide religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues, or an agency fee, or a charitable contribution equal to the agency fee, if that is appropriate. Affected employees shall have thirty (30) calendar days from the date of receipt of this notice and authorization to fully execute and return it to the City. DCAA can request the City Attorney to terminate any employee who refuses to comply with this Article. In this event, the City Attorney will give the employee notice that they must comply with the Article within 30 days, or their employment will be terminated. If the employee fails to comply with this Article after receipt of such notice, the City Attorney will then terminate the Employee at DCAA's request. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. An employee may only revoke a dues deduction authorization by delivering the written notice of revocation to the DCAA and the City.

2. Notice to City of Dues and Agency Fees

DCAA will give the City sixty (60) days advance written notice of any changes to the amount of dues and agency service fees to be deducted.

3. Sufficiency of Employee's Earnings

The employee's earnings must be sufficient, after all other legally required but not voluntary, deductions are made, to cover the amount of the dues or fees authorized. When an employee is in an unpaid status for an entire pay period, no withholding shall be made from future earnings to cover the missed pay period. In the case of an employee in an unpaid status during part of a pay period, whose salary is insufficient to cover the full withholding, no deduction shall be made. All other legally required deductions, including health care deductions, shall have priority over dues and agency service fees.

4. Deductions/Remittance of Dues and Fees

Payment of dues and/or agency service fees shall be by regular payroll deductions only. Remittance of the aggregate amount of all dues and service fees shall be made to DCAA by the City on a bi-weekly basis. DCAA shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

5. Employee Lists

The City shall also provide with each payment a list of represented employees paying the membership fees and a list of employees paying service fees, and/or conscientious objector fee. All such lists shall contain the employee's name and amount deducted. DCAA will maintain this list in confidence.

6. Notice to Fee Payers

In accordance with the law DCAA shall be responsible to provide such fee payers an annual explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. DCAA will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker, not chosen by DCAA, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

DCAA will provide to the City sufficient copies of the notices required under this section (with postage paid) at the appropriate time each year, and the City shall forward these notices to all fair share service fee payers within thirty (30) days of the City's receipt of the notices, and to all new employees at the time of hire.

C. Employee's Right to Conscientious Objection

An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining and financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a

condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees, or Agency Shop fees, to pay sums equal to the dues, initiation fees, or Agency Shop fees, to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)3 of the Internal Revenue Code, chosen by the employee from the list designated in paragraph D below.

D. Designation of Nonreligious, Non-Labor Charitable Funds

Employees who are eligible conscientious objectors as described in paragraph C above must designate one of the following nonreligious, non-labor charitable funds to which his/her contributions in lieu of dues/agency fees shall be paid:

United Way, Inc.
San Diego Volunteer Lawyer Program
Legal Aid Society of San Diego, Inc.

Declaration of or applications for religious exemption, with supporting documentation, shall be submitted to DCAA and shall be processed promptly. If the application for religious exemption is challenged by DCAA, the deduction to the designated charity shall commence but shall be held in escrow by DCAA pending DCAA's resolution of the challenge. Charitable contributions as a substitute for the payment of dues or an agency fee shall be made only by regular payroll deductions.

E. Indemnification

DCAA shall indemnify, defend, and hold the City of San Diego and the City Attorney and their officials, representatives, and agents harmless against any claims, suits, attorney's fees, or any other form of liability as a result of the City making dues deductions pursuant to this Article. Further, DCAA agrees to indemnify and hold the City of San Diego, and the City Attorney, and their officials, representatives, and agents harmless for any loss or damage arising from the DCAA's actions or inactions under this Article.

F. No Concerted Action

During the term of this MOU, DCAA agrees not to engage in any concerted action, and the City Attorney agrees not to engage in a lockout. Further, in the event of any concerted action authorized by DCAA at any time which encourages employees to withhold their services to the City, the City Attorney shall have the right to immediately cease the collection and remittance of dues to DCAA.

ARTICLE 19

Employee Rights

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of DCAA (outside of work time).

No employees shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The parties, in the conduct of their affairs, shall apply the provisions of this Memorandum equally to all employees covered hereby without favor or discrimination because of race, color, sexual orientation, sex, age, disability, national origin, pregnancy, political or religious opinions or affiliations.

ARTICLE 20

Savings Clause

If any part or provision of this Memorandum is in conflict or inconsistent with applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by an agency or court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memorandum shall not be affected thereby.

ARTICLE 21

Holidays

I. Fixed Holidays will be:

- A. January 1;
- B. Third Monday in January, known as "Dr. Martin Luther King, Jr.'s Birthday";
- C. Third Monday in February, known as "Presidents' Day";
- D. March 31, known as "Cesar Chavez Day";
- E. Last Monday in May, known as "Memorial Day";
- F. July 4;
- G. First Monday in September, known as "Labor Day";
- H. November 11, known as "Veterans Day";
- I. Fourth Thursday in November, known as "Thanksgiving Day"; and
- J. December 25.

If the City Council changes City holidays, the parties will re-negotiate the holidays for employees.

If January 1st, March 31st, July 4th, November 11th, or December 25th fall on a Sunday, the Monday following is the City-observed holiday, and if they fall on a Saturday, the preceding Friday is the City-observed holiday.

II. Floating Holiday

In each fiscal year covered by the term of this Memorandum each eligible employee available for a duty assignment on July 1, (as defined in Personnel Regulation H-2) shall accrue credit for hours of holiday time equal to the hours worked in the employee's normal work day of up to eight (8) hours. Each employee accruing such time shall comply with the following conditions:

- A. Employee must schedule prior to June 1;
- B. It must be a one time absence and it must be used before the last day of the last full pay period in June; and
- C. At a time convenient to the City Attorney or his or her designee.

ARTICLE 22

Direct Deposit

The City Attorney agrees to offer direct deposit of employee paychecks. All employees will be required to provide authorization to the City Auditor to electronically deposit their paychecks to a financial institution of their choice (subject to electronic compatibility).

ARTICLE 23

Transportation

- A. Employees who utilize the Concourse Parkade and pay on a monthly basis will be charged 50% of the prevailing general public monthly rate.
- B. The City will provide 75% reimbursement up to \$100 to those employees who wish to purchase monthly passes for transportation on the public bus and/or trolley and commuter rail service, or who ride bicycles to work and utilize bicycle lockers. Such passes will be for the exclusive use of the employee/purchaser. The City will provide an equal amount to employees who utilize the bay ferry and to employees participating in a City approved vanpool program. Employees must utilize these subsidized transportation services to commute to and from work at least three days a week to be eligible for reimbursements. Employees in violation of these provisions shall have their Transportation Incentives discontinued.
- C. The City will provide reimbursement to employees who utilize the Concourse Parkade and carry riders. The rate of reimbursement will be calculated so that an employee who carries three riders will receive free parking.

ARTICLE 24

Recognition of City Policies

During the term of this MOU, all existing City policies and administrative regulations currently applicable to Deputy City Attorneys will remain in effect.

ARTICLE 25

Jury Duty Scheduling

When feasible and appropriate, management agrees to make reasonable adjustments in an employee's work schedule when the employee is assigned to jury duty.

ARTICLE 26

Notice of Termination

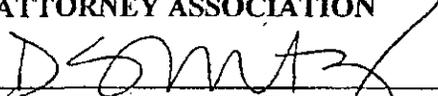
For any employee covered by this Agreement who has been employed for at least two years, the City Attorney agrees to provide three (3) weeks advance notice before terminating such employee, or three (3) weeks pay in lieu of notice. In either case, the employee will take appropriate steps to transition his or her duties to other attorneys in the office during this three week period.

(The remainder of this page has been left intentionally blank.)

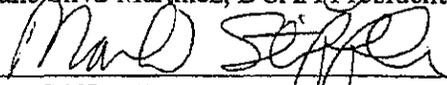
IN WITNESS WHEREOF, the undersigned agree to submit this Memorandum of Understanding effective July 1, 2006 – June 30, 2007, to the appropriate bodies.

Date: June 30, 2006

SAN DIEGO DEPUTY CITY ATTORNEY ASSOCIATION



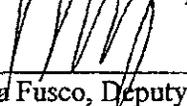
Diane Silva-Martinez, DCAA President



Mark Stiffler, Deputy City Attorney



Cindy Davis, Head Deputy City Attorney

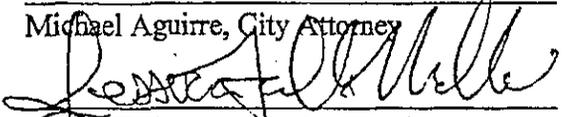


Patricia Fusco, Deputy City Attorney and DCAA Treasurer

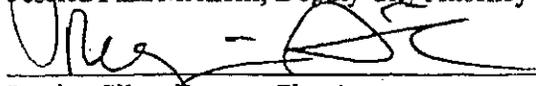
OFFICE OF THE CITY ATTORNEY



Michael Aguirre, City Attorney

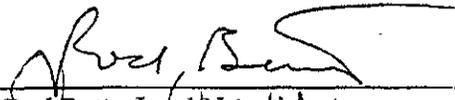


Jessica Falk Michelli, Deputy City Attorney

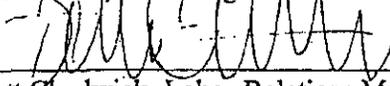


Regina Silva, Deputy City Attorney

CITY OF SAN DIEGO



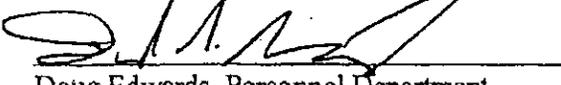
J. Rod Betts, Lead Negotiator



Scott Chadwick, Labor Relations Manager



Lisa Briggs, Policy Advisor to the Mayor



Doug Edwards, Personnel Department

001975

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE ON) 01/08
334

TO: CITY ATTORNEY
2. FROM (ORIGINATING DEPARTMENT): LABOR RELATIONS
3. DATE: 10/19/2006

4. SUBJECT: Approving and Ratifying FY 2007 Memorandum of Understanding

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.) Scott Chadwick, 619-236-6313, MS 56L
6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.) Lisa Briggs, 619-236-6568, MS 11A
7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND					9. ADDITIONAL INFORMATION / ESTIMATED COST: Costs associated with the agreements are contained in the FY 2007 budget.
DEPT.					
ORGANIZATION					
OBJECT ACCOUNT					
JOB ORDER					
C.I.P. NUMBER					
AMOUNT					

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT			8	DEPUTY CHIEF		
2				9	ACOO	<i>Ben Lyell</i>	10/19/06
3				10	CITY ATTORNEY	<i>Reston Bolton</i>	11/19/07
4	LIAISON OFFICE	<i>SC</i>	11/7	11	ORIGINATING DEPARTMENT	<i>[Signature]</i>	11/19/06
5					DOCKET COORD: <i>[Signature]</i> 10/25	COUNCIL LIAISON: <i>[Signature]</i>	
6					<input checked="" type="checkbox"/> COUNCIL PRESIDENT	<input type="checkbox"/> SPOB	<input type="checkbox"/> CONSENT
7					<input type="checkbox"/> REFER TO:	COUNCIL DATE: 12/13/07	

11. PREPARATION OF: RESOLUTION(S) ORDINANCE(S) AGREEMENT(S) DEED(S)

Prepare Resolution to approve the FY 2007 Memorandum of Understanding for the Deputy City Attorney's Association (DCAA).

11A. STAFF RECOMMENDATIONS:
Approve the Resolution

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): NONE

COMMUNITY AREA(S): NONE

ENVIRONMENTAL IMPACT: This activity is not a project and therefore exempt from CEQA guidelines Section 15060 (c)(3).

HOUSING IMPACT: NONE

OTHER ISSUES: NONE