

File No. 100628

Committee Item No. 22

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date June 18, 2010

Board of Supervisors Meeting Date _____

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Completed by: Alisa Somera Date June 11, 2010

Completed by: _____ Date _____

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

1 [Compensation for Unrepresented Employees]

2
3 **Ordinance fixing compensation for persons employed by the City and County of San**
4 **Francisco whose compensations are subject to the provisions of Section A8.409 of the**
5 **Charter, in job codes not represented by an employee organization, and establishing**
6 **working schedules and conditions of employment and, methods of payment, effective**
7 **July 1, 2010.**

8 Note: Additions are single-underline italics Times New Roman;
9 deletions are ~~strikethrough italics Times New Roman~~.
10 Board amendment additions are double underlined.
11 Board amendment deletions are ~~strikethrough normal~~.

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

13 Pursuant to Charter Section A8.409-1, the Mayor hereby proposes and the Board of
14 Supervisors approves the wages, hours and other terms and conditions of employment set
15 forth herein to be applicable to all unrepresented job codes or positions of City employment.

16 Unless specifically noted, the following provisions are applicable to all
17 employees covered by this Ordinance, which includes Miscellaneous Unrepresented
18 employees and Management Unrepresented employees. For informational purposes, see
19 Attachment A for a list of job codes designated as Miscellaneous Unrepresented and
20 Management Unrepresented.

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1 SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

- 2 A. All terms and conditions of employment not covered under this Ordinance shall
3 continue to be subject to the City's direction and control. Unless specifically
4 addressed herein, those terms and conditions of employment which are set forth
5 in the Charter, Administrative Code, Civil Service Rules, policies and
6 procedures, shall apply to employees covered by this ordinance.
- 7 B. Nothing in this Ordinance shall have application to changes of Civil Service rules
8 and matters subject to the exclusive jurisdiction of the Civil Service Commission
9 pursuant to Charter Section A8.409-3, unless specifically approved by the Civil
10 Service Commission, except as such changes may affect compensation.

11 SECTION 2. WAGE RATES

12 A. Notwithstanding subsection (B) below, and except for the Mayoral Staff classifications
13 (0881-0905) as provided in subsection (C), in recognition of the severe budget
14 crisis facing the City, for fiscal year 2010-11, covered classifications shall contribute
15 4.62%, the value of twelve (12) furlough days, through the following concessions:

- 16 1. Continuing from fiscal year 2009-10 the deferral of the 2008-2009 general
17 base wage increases for classifications covered herein (3.5% value); and
18 2. In addition, effective July 1, 2010, wages shall be reduced by 1.25%.

19 B. The 1283 – Director, Employee Relations Division Classification's Pay Plan shall
20 be the same the same rates of pay as the 0954 – Deputy Director IV
21 Classification in effect July 1, 2008.

22 The 1282 – Manager, Employee Relations Division Classification's Pay Plan
23 shall be the same rates of pay as the 0932 – Manager IV Classification in effect
24 July 1, 2008.

25 The 1281 – Senior Employee Relations Representative Classification's Pay Plan

1 shall be the same rates of pay as the 1824 – Principal Administrative Analyst
2 Classification in effect July 1, 2008. There shall also be three additional five
3 percent (5%) steps (Steps 6, 7 & 8) at the top of the range at which an employee
4 may be placed upon the approval of the Employee Relations Director. Such
5 placement is contingent upon the Employee Relations Director designation of
6 the employee as the City’s principal lead representative for a major employee
7 group.

8 The 1280 – Employee Relations Representative Classification’s Pay Plan shall
9 be the same rates of pay as the 1244 – Senior Personnel Analyst Classification
10 in effect as of July 1, 2008. There shall also be three additional five percent (5%)
11 steps (Steps 1, 2 & 3) at the bottom of the range. Employees may be placed in
12 Step 6, 7 or 8 by the approval of the Employee Relations Director. Such
13 placement is contingent upon the Employee Relations Director’s designation of
14 the employee as having lead responsibilities in employee-employer relations
15 matters.

16 The 1293 – Human Resources Director Classification’s Pay Plan shall be the
17 same rates of pay as the 0964 – Department Head IV Classification in effect
18 July 1, 2008.

19 C. The ~~following~~ Mayoral Staff Classifications’ ~~(0881-0905) rates of pay~~ Pay Plan
20 shall be ~~reduced by 4.62%~~ the same rates of pay as the following ~~Classifications in~~
21 ~~effect July 1, 2008:~~

22 0901 ~~Mayoral Staff XIII~~ ----- 0922 ~~Manager I~~
23 0902 ~~Mayoral Staff XIV~~ ----- 0923 ~~Manager II~~
24 0903 ~~Mayoral Staff XV~~ ----- 0931 ~~Manager III~~
25 0904 ~~Mayoral Staff XVI~~ ----- 0932 ~~Manager IV~~

All base wage calculations shall be rounded to the nearest salary schedule.

SECTION 3. INTERNAL ADJUSTMENT PROCESS

Upon request of an Appointing Officer, the Director of the Human Resources Department may approve internal salary adjustments, subject to approval of the Board of Supervisors, during the term of the Ordinance based upon the following:

1. Standards

The following shall be the standards for internal adjustments for the wage rates for a particular job code:

- a) The salary for the job code is below the prevailing wage level in the relevant labor market as demonstrated by verifiable salary data; and/or
- b) There is an ongoing and demonstrable recruitment and/or retention problem; and/or
- c) Traditional salary relationships, which continue to be justified, have been substantially altered; and/or
- d) The duties, responsibilities and/or minimum requirements for a job code have been altered significantly.

2. Internal Adjustment Cap

Internal adjustment costs shall not exceed an annualized cost of .3% of the total payroll cost for the employees covered by this Ordinance.

3. Notwithstanding the provisions of Section 3 above, all internal adjustments in fiscal year 2009-2010 shall be suspended.

SECTION 4. ACTING ASSIGNMENT PAY

The Appointing Officer/designee assigns duties to employees covered by this Ordinance. Employees assigned by the Appointing Officer/designee to perform the full

1 range of essential functions of a position in a higher job code shall receive compensation at
2 a higher salary if all of the following conditions are met:

- 3 (1) The assignment shall be in writing with copies to the Department of Human
4 Resources and Controller.
- 5 (2) The assignment shall conform to all Civil Service Commission Rules, policies
6 and procedures.
- 7 (3) The position to which the employee is assigned must be a budgeted position.
- 8 (4) The employee is assigned to perform the duties of a higher job code for longer
9 than eleven (11) consecutive working days; after which acting assignment pay
10 shall be retroactive to the first day of the assignment.
 - 11 a. If each of the above criteria are met, and upon written approval by the
12 Department Head, an employee shall be paid one full salary step
13 adjustment (approximately 5%) but which does not exceed the maximum
14 step of the salary grade of the job code to which temporarily assigned.
15 Premiums based on percent of salary shall be paid at a rate which
16 includes acting assignment pay.
 - 17 b. Requests for classification or reclassification review shall not be governed
18 by this provision.

19 SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

20 The Appointing Officer may adjust the compensation of a supervisory employee whose
21 compensation grade is set herein subject to the following conditions:

- 22 (1) The supervisor, as part of the regular responsibilities of his/her job code,
23 supervises, directs, is accountable for and is in responsible charge of the work
24 of a subordinate or subordinates.
- 25 (2) The supervisor must actually supervise the technical content of subordinate

1 work and possess education and/or experience appropriate to the technical
2 assignment.

3 (3) The organization is a permanent one approved by the Appointing Officer, Board
4 or Commission, where applicable, and is a matter of record based upon review
5 and investigation by the Department of Human Resources.

6 (4) The job codes of both the supervisor and the subordinate are appropriate to the
7 organization and have a normal, logical relationship to each other in terms of
8 their respective duties and levels of responsibility and accountability in the
9 organization.

10 (5) The compensation grade of the supervisor is less than one full step
11 (approximately 5%) over the compensation grade, exclusive of extra pay, of the
12 employee supervised. In determining the compensation grade of a job code
13 being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the
14 compensation grade the top step of which is closest to the flat rate so converted
15 shall be deemed to be the compensation grade of the flat rate job code.

16 (6) The adjustment of the compensation grade of the supervisor shall not exceed
17 5% over the compensation, exclusive of extra pay, of the employee supervised.
18 If the application of this section adjusts the compensation grade of an employee
19 in excess of his/her immediate supervisor, whose job code is also covered by
20 this Ordinance the pay of such immediate supervisor shall be adjusted to an
21 amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid
22 subordinate, provided that the other applicable conditions of this section are also
23 met.

24 (7) In no event will the Appointing Officer approve a supervisory salary adjustment
25 in excess of two (2) full steps (approximately 10%) over the supervisor's current

1 basic compensation. If in the following fiscal year a salary inequity continues to
2 exist, the Appointing Officer may again review the circumstances and may grant
3 an additional salary adjustment not to exceed two (2) full steps (approximately
4 10%).

5 (8) The compensation adjustment is retroactive to the date the employee became
6 eligible, but not earlier than the beginning of the current fiscal year.

7 (9) The Human Resources Department shall review any changes in the conditions
8 or circumstances that were and are relevant to the request for salary adjustment
9 under this section.

10 SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED
11 EMPLOYEES):

12 (1) When an exempt employee covered by this Ordinance is involuntarily removed
13 or released from employment, the Appointing Officer will endeavor to inform the
14 employee at least thirty (30) calendar days before his/her final day of work.
15 Where the Appointing Officer fails or declines to inform the employee a full thirty
16 (30) days in advance, the exempt employee shall receive pay in lieu of the
17 number of days less than thirty (30) upon which s/he was informed.

18 (2) In addition to paragraph (1), when an exempt employee covered by this
19 Ordinance is involuntarily removed or released from employment with ten (10) or
20 more years of continuous City Service, the employee shall also receive one
21 month's severance pay in exchange for a release signed by the employee of any
22 and all claims arising under this Ordinance that the employee may have against
23 the City including any officer or employee thereof. This release shall also
24 include a waiver of any rights the employee may have to return to City
25 employment e.g., holdover roster. This release does not affect claims or rights

1 an employee may have independent of this Ordinance such as those rights
2 arising under state or federal law.

3 (3) In the event an exempt employee covered by this Ordinance is involuntarily
4 returned to a permanent job code, that employee may elect to separate from
5 City Service and shall receive one month's severance pay in exchange for a
6 release signed by the employee of any and all claims arising under this
7 Ordinance that the employee may have against the City including any officer or
8 employee thereof. This release shall also include a waiver of any rights the
9 employee may have to return to City employment e.g., holdover roster. This
10 release does not affect claims or rights an employee may have independent of
11 this Agreement such as those rights arising under state or federal law.

12 SECTION 7. BILINGUAL PAY

13 A "designated bilingual position" is a position designated by the department subject to
14 approval by the Human Resources Department, which requires translation services
15 consisting of translating to and from a foreign language including, sign language for the
16 hearing impaired and Braille for the visually impaired.

17 An employee in a designated bilingual position who routinely and consistently provides
18 more than forty (40) hours per pay period of translation services will receive a bilingual
19 premium of sixty dollars (\$60.00) per pay period.

20 An employee in a designated bilingual position who routinely and consistently provides
21 more than ten (10) but less than forty (40) hours per pay period of translation services will
22 receive a bilingual premium of forty dollars (\$40.00) per pay period.

23 SECTION 8. PREMIUM PAY

24 All premiums and additional forms of compensation described in this ordinance shall be
25 paid only for actual hours worked.

1 There shall be no pyramiding of premiums for purposes of compensation calculations.
2 Each premium shall be calculated on the base wage rate exclusive of any and all premiums,
3 benefits and other forms of additional compensation.

4 SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

5 Appointing Officers may appoint employees to any step, at any time, in the salary
6 grade which does not exceed the maximum of the salary grade. If there are no steps within
7 the salary grade, the Appointing Officer may appoint employees to any place within the
8 grade at any time, providing that the placement does not exceed the salary grade maximum.

9 Employees who enter below the salary grade maximum may advance one step
10 following completion of the one year required service. Further increments may accrue
11 following completion of the required service at this step and at each successive step.

12 An employee's scheduled step increase may be denied if the employee's performance
13 has been unsatisfactory to the City. The denial of a step increase is subject to the grievance
14 procedure; provided, however, that nothing in this section is intended to or shall make
15 performance evaluations subject to the grievance procedure.

16 SECTION 10. METHODS OF CALCULATION

17 (1) Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis
18 shall be paid the bi-weekly salary for his/her position for work performed during
19 the bi-weekly payroll period. There shall be no compensation for time not
20 worked unless such time off is authorized time off with pay.

21 (2) Per Diem or Hourly. An employee whose compensation is fixed on a per diem
22 or hourly basis shall be paid the daily or hourly rate for work performed during
23 the bi-weekly payroll period on a bi-weekly pay grade. There shall be no
24 compensation for time not worked unless such time off is authorized time off
25 with pay.

1 SECTION 11. WORK SCHEDULES

2 (1) REGULAR WORK SCHEDULES

3 a. Regular Work Day. Unless otherwise provided, a regular workday is a tour of
4 duty of eight (8) hours of work completed within not more than twenty-four (24)
5 hours.

6 b. Regular Work Week. The Appointing Officer shall determine the work schedule
7 for employees in his/her department. A regular workweek is a tour of duty of five
8 (5) worked days within a seven day period. However, employees who are
9 moving from one shift or one work schedule to another may be required to work
10 in excess of five working days in conjunction with changes in their work shifts or
11 schedules.

12 Employees shall receive no compensation when properly notified (2-hour notice)
13 that work applicable to the job code is not available because of inclement weather
14 conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
15 Employees who are not properly notified and report to work and are informed no work
16 applicable to the job code is available shall be paid for a minimum of two (2) hours.
17 Employees who have been designated by their department as emergency personnel
18 must report to work as scheduled unless otherwise notified by the Appointing Officer or
19 designee. Employees who begin their shifts and are subsequently relieved of duty due
20 to the above reasons shall be paid a minimum of two (2) hours, and for hours actually
21 worked beyond two (2) hours, computed to the nearest one-quarter hour.

22 (2) NIGHT DUTY

23 Employees, exclusive of employees in job codes which are exempt from the Fair
24 Labor Standards Act, who, as part of their regularly scheduled work shift, are required
25 to work any hours between (five) 5:00 p.m. and (seven) 7:00 a.m. shall receive a

1 premium of 6¼% per hour in addition to their straight time hourly base rate of pay for
2 any and all hours worked between (five) 5:00 p.m. and (seven) 7:00 a.m. Excluded
3 from this provision are those employees who participate in an authorized flex-time
4 program where the work shift includes hours to be worked between the hours of (five)
5 5:00 p.m. and (seven) 7:00 a.m. Day shift employees assigned to work during the
6 night duty premium hours are not eligible for night duty premium. Payment of this
7 premium shall be made for actual hours worked.

8 (3) ALTERNATE WORK SCHEDULES

9 The Appointing Officer may enter into cost equivalent alternate work schedules
10 for some or all employees. Such alternate work schedules may include, but are not
11 limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a
12 combination of features mutually agreeable to the parties. Such changes in the work
13 schedule shall not alter the basis for, nor entitlement to, receiving the same rights and
14 privileges as those provided to employees on five (5) day, forty (40) hour a week
15 schedules.

16 (4) VOLUNTARY REDUCED WORK WEEK

17 Employees subject to the approval by the Appointing Officer may voluntarily
18 elect to work a reduced work week for a specified period of time. Such reduced work
19 week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and
20 sick pay shall be reduced in accordance with such reduced work week.

21 SECTION 12. STANDBY PAY AND PAGER PAY

22 Employees who, as part of the duties of their positions are required by the Appointing
23 Officer to standby when normally off duty to be instantly available to be called in for
24 immediate emergency service for the performance of their regular duties, shall be paid ten
25 (10) percent of their regular straight time rate of pay for the period of such standby service

1 when outfitted by the department with an electronic paging device and/or cell phone. When
2 such employees are called to perform their regular duties in emergencies during the period
3 of such standby service, they shall be paid while engaged in such emergency service the
4 usual rate of pay for such service.

5 The provisions authorizing standby pay do not apply to job codes designated by a "Z"
6 symbol.

7 SECTION 13. CALL BACK

8 Employees (except those at remote locations where City supplied housing has been
9 offered, or who are otherwise being compensated) who are called back to their work
10 locations following the completion of his/her work day and departure from his/her place of
11 employment, shall be granted a minimum of four (4) hours pay at the applicable rate or shall
12 be paid for all hours actually worked at the applicable rate, whichever is greater. This
13 section shall not apply to employees who are called back to duty when on stand-by status.

14 Notwithstanding the general provisions of this section, call back pay shall not be
15 allowed in job codes designated by a "Z" symbol.

16 SECTION 14. OVERTIME COMPENSATION

17 (1) Subject to sub-paragraphs 2-4 below, the Appointing Officer may require
18 employees to work longer than the regular work day or the regular work week.
19 Any time worked by an employee with proper authorization, exclusive of part-
20 time employees, in excess of forty (40) hours actually worked during a regular
21 work week shall be designated as overtime and shall be compensated at one-
22 and-one-half times the base hourly rate. For the purposes of calculating
23 overtime compensation, an employee's base hourly rate may include certain
24 premiums for those hours actually worked at the premium rate.

25 (2) Employees working in job codes that are designated as having a regular work

1 week of less than forty (40) hours shall not be entitled to overtime compensation
2 for work performed in excess of said specified regular hours until they exceed
3 forty (40) hours per week. Overtime shall be calculated and paid on the basis of
4 the total number of straight time hours actually worked in a week. Overtime
5 compensation so earned shall be computed subject to all the provisions and
6 conditions set forth herein.

7 (3) Employees in non "Z" designated job codes who are required to work overtime
8 shall be paid at a rate of one and one-half times their regular base rate. An
9 employee may elect to accrue Compensatory Time Off (CTO) in lieu of overtime,
10 provided that the Appointing Officer approves of such election. In no instance
11 may an employee accrue more than two hundred forty (240) hours of CTO.

12 (4) Employees in job codes designated by a "Z" symbol shall not be paid for
13 overtime worked but may earn CTO at the rate of one hour for each hour worked
14 in excess of 40 hour/week. The maximum amount of CTO that may be accrued
15 is two hundred forty (240) hours. In lieu of accruing CTO during the fiscal year,
16 unrepresented department heads, the 1283 Director of Employee Relations and
17 employees in AB44 Confidential Chief Attorney II shall have the same executive
18 leave benefit applicable to employees in job codes assigned to the EM Unit. In
19 lieu of accruing CTO during the fiscal year, employees in the 1282 Manager
20 Employee Relations classification shall have the same administrative leave
21 benefit applicable to employees in job codes assigned to the M Unit.

22 SECTION 15. FAIR LABOR STANDARDS ACT

23 To the extent that this Ordinance fails to afford employees the overtime or
24 compensatory time off benefits to which they are entitled under the Fair Labor Standards
25 Act, this Ordinance authorizes and directs all City Departments to ensure that their

1 employees receive, at a minimum, such Fair Labor Standards Act Benefits.

2 SECTION 16. HOLIDAYS

3 Except when normal operations require, or in an emergency, employees shall not be
4 required to work on the following days hereby declared to be holidays for such employees:

5 January 1 (New Year's Day)

6 the third Monday in January (Martin Luther King, Jr.'s Birthday)

7 the third Monday in February (President's Day)

8 the last Monday in May (Memorial Day)

9 July 4 (Independence Day)

10 the first Monday in September (Labor Day)

11 the second Monday in October (Columbus Day)

12 November 11 (Veteran's Day)

13 Thanksgiving Day

14 the day after Thanksgiving

15 December 25 (Christmas Day)

16 Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday,
17 the Monday following is a holiday.

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

21 The City shall accommodate religious belief or observance of employees as required
22 by law.

23 Employees are entitled to four (4) floating holidays totaling thirty-two (32) hours (pro-
24 rated for eligible part-time employees), in each fiscal year to be taken on days selected by
25 the employee subject to prior scheduling approval of the Appointing Officer. Employees

1 (both full-time and part-time) must complete six (6) months continuous service to establish
2 initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or
3 seasonal basis shall not receive the additional floating holidays. Floating holidays may be
4 taken in hourly increments up to and including the number of hours contained in the
5 employee's regular shift. Floating holidays may be carried forward from one fiscal year to
6 the next. The number of floating holidays carried forward to a succeeding fiscal year may
7 not exceed the total number of floating holidays received in the previous fiscal year. No
8 compensation of any kind shall be earned or granted for floating holidays not taken.
9 Employees who have established initial eligibility for floating holidays and subsequently
10 separate from City employment, may at the sole discretion of the appointing authority, be
11 granted those floating holiday(s) to which the separating employee was eligible and had not
12 yet taken off. In addition, in lieu of base wage increases, employees, *except those in Mayoral*
13 *Staff classifications (0881-0905), shall receive an one-time additional twelve (12) four (4) floating*
14 *holidays per fiscal year. However, these twelve (12) floating holidays will be awarded on a quarterly*
15 *basis (i.e., floating holidays will be allotted in first full pay period beginning July 1st, October 2nd,*
16 *January 8th, and April 16th of the fiscal year). The parties agree that employees may be required to*
17 *take no more than five of the floating holidays for the four working days between December 25, 2010*
18 *and January 1, 2011, and one day for the day prior to Thanksgiving 2010, if and when the City*
19 *implements Minimum Staffing Days for a covered employee's work location. Notwithstanding other*
20 *limitations in this section, any unused floating holidays accrued from July 1, 2010 through June 30,*
21 *2011 may be carried over to be used in fiscal year 2011-12.*
22 *During fiscal year 2010-11, floating holidays must be used before vacation days are taken;*
23 *provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in*
24 *cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums.*
25 *Except for days taken during Minimum Staffing days, floating holidays are to be scheduled per*

1 mutual agreement, based on operational needs of the department.

2 For those employees assigned to a work week of Monday through Friday, and in the
3 event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday;
4 provided, however, that except where the Governor declares that such preceding Friday
5 shall be a legal holiday, each department head shall make provision for the staffing of public
6 offices under his/her jurisdiction on such preceding Friday so that said public offices may
7 serve the public as provided in the Administrative Code (Section 16.4). Those employees
8 who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday
9 shall be allowed a day off in lieu thereof as scheduled by the Appointing Officer in the
10 current fiscal year. The City shall provide one week's advance notice to employees
11 scheduled to work on the observed holiday, except in cases of unforeseen operational
12 needs.

13 SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED

14 Employees required by their respective Appointing Officer to work on any of the above-
15 specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays
16 falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time
17 and one-half (1-1/2) the usual rate in the amount of twelve (12) hours pay for eight (8) hours
18 worked or a proportionate amount if less than eight (8) hours worked; provided, however,
19 that at an employee's request and with the approval of the Appointing Officer, an employee
20 may be granted compensatory time off in lieu of paid overtime.

21 Employees occupying positions which are exempt from the FLSA (Executive,
22 Administrative and Professional) shall not receive extra compensation for holiday work but
23 may be granted time off at the discretion of the Appointing Officer.
24
25

1 SECTION 18. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER
2 THAN MONDAY THROUGH FRIDAY

- 3 (1) Employees assigned to seven (7) day-operation departments or employees
4 working a five (5) day work week other than Monday through Friday shall be
5 allowed another day off if a holiday falls on one of their regularly scheduled days
6 off.
- 7 (2) Employees whose holidays are changed because of shift rotations shall be
8 allowed another day off if a legal holiday falls on one of their days off.
- 9 (3) Employees required to work on a holiday which falls on a Saturday or Sunday
10 shall receive holiday compensation for work on that day. Holiday compensation
11 shall not then be additionally paid for work on the Friday preceding a Saturday
12 holiday, nor on the Monday following a Sunday holiday.
- 13 (4) Sections (2) and (3) above shall apply to part-time employees on a pro-rata
14 basis. If the provisions of this section deprive an employee of the same number
15 of holidays that an employee receives who works Monday through Friday, s/he
16 shall be granted additional days off to equal such number of holidays. The
17 designation of such days off shall be by mutual agreement of the employee and
18 the appropriate employer representative. Such days off must be taken within
19 the fiscal year. In no event shall the provisions of this section result in such
20 employee receiving more or less holidays than an employee on a Monday
21 through Friday work schedule.

22 SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

23 An employee who is laid off at the close of business the day before a holiday who has
24 worked not less than five (5) previous consecutive workdays shall be paid for the holiday at
25 their normal rate of compensation.

1 SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

2 Persons employed for holiday work only, or persons employed on a part-time work
3 schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons
4 employed on an intermittent part-time work schedule (not regularly scheduled), or persons
5 employed on as-needed, seasonal or project basis for less than six (6) months continuous
6 service, or persons on leave without pay status both immediately preceding and immediately
7 following the legal holiday shall not receive holiday pay.

8 SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

9 Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly
10 pay period shall be entitled to holiday pay on a proportionate basis.

11 Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in
12 a bi-weekly pay period, therefore, part-time employees, as defined in the immediately
13 preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours
14 regularly worked in a bi-weekly pay period. Holiday time off shall be determined by
15 calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period
16 immediately preceding the pay period in which the holiday falls. The computation of holiday
17 time off shall be rounded to the nearest hour.

18 The proportionate amount of holiday time off shall be taken in the same fiscal year in
19 which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the
20 employee and the appropriate employer representative.

21 SECTION 22. IN-LIEU HOLIDAYS

22 (1) Requests for in-lieu holidays shall be made to the appropriate management
23 representative within thirty (30) days after the holiday is earned and must be
24 taken within the fiscal year.

25 (2) In-lieu holidays will be assigned by the Appointing Officer or designee if not

1 scheduled in accordance with the procedures described herein.

- 2 (3) An in-lieu holiday can be carried over into the next fiscal year only with the
3 written approval of the Appointing Officer.

4 SECTION 23. PROBATIONARY PERIODS

5 Probationary periods shall be defined and administered by the Civil Service
6 Commission. All permanent appointees shall serve a minimum of 2,080 hours probationary
7 period.

8 A probationary period may be extended by mutual written agreement between the
9 employee and the Appointing Officer.

10 SECTION 24. HEALTH AND WELFARE AND DENTAL COVERAGE

11 1. EMPLOYEE HEALTH CARE COVERAGE

12 The City's contribution to employee health care coverage will be set in accordance with
13 the requirements of Charter Sections A8.423 and A8.428.

14 2. *MEDICALLY SINGLE EMPLOYEES*

15 *(For Informational Purposes Only)*

16 *For fiscal year 2011-12 and thereafter, for employees enrolled in the City Plan in the*
17 *medically-single/Employee-Only category, the City's contribution will be capped at an amount*
18 *equivalent to the cost of the second-highest cost plan for medically-single/Employee-Only*
19 *enrollees. Employees who elect to enroll in the City Plan in this category must pay the*
20 *difference between the capped amount of the City Plan described above and the cost of City*
21 *Plan coverage in the medically-single/Employee-Only category.*

22 3.2 DEPENDENT HEALTH CARE COVERAGE

- 23 (A) The City's contribution for dependent health care coverage for Miscellaneous
24 Unrepresented employees shall be \$225.00 per covered employee per month.
25 In the event that the cost of dependent care increases, the City will adjust its

1 pick-up level up to 75% of the cost of the City's least expensive medical plan's
2 dependent health care medical costs charged to the employee for the employee
3 plus two or more dependents category. For "medically single" employees, i.e.,
4 benefited employees not receiving the contribution paid by the City for
5 dependent health care benefits, the City shall contribute all of the premium for
6 the employee's own health care benefit coverage.

7 (B) The City's contribution for Management Unrepresented employees to the
8 Flexible Benefits Plan shall be the greater amount of \$225.00 per covered
9 employee per month or 75% per covered employee per month of the dependent
10 rate charged to employees for Kaiser coverage at the dependent plus two or
11 more level. The specific benefits offered are subject to change.

12 ~~4.3.~~ DENTAL HEALTH CARE COVERAGE

13 The City will provide dental contributions at the present level during the term of this
14 ordinance.

15 SECTION 25. RETIREMENT CONTRIBUTION

16 Except for classifications 1280-1283, inclusive, and classification 1293, for the duration
17 of this Ordinance, the City shall pick-up the full amount of the employees' portion of their
18 retirement contribution at the current rate.

19 The parties acknowledge that the San Francisco Charter establishes the levels, terms
20 and conditions of retirement benefits for members of the San Francisco Employees
21 Retirement System (SFERS). The fact that the Ordinance does not specify that a certain
22 item of compensation is excluded from retirement benefits should not be construed to mean
23 that the item is included by the Retirement Board when calculating retirement benefits.

24 Any City pick-up of an employee's retirement contribution shall not be considered as a
25 part of an employee's compensation for the purpose of computing straight time earnings,

1 compensation for overtime worked, premium pay, or retirement benefits; nor shall such
2 contributions be taken into account in determining the level of any other benefit which is a
3 function of or percentage of salary.

4 SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

5 Subject to development, availability and scheduling by SFERS and PERS, employees
6 shall be allowed not more than one (1) day to attend a pre-retirement planning seminar
7 sponsored by SFERS or PERS.

8 Employees must provide at least two (2) weeks advance notice of their desire to attend
9 a retirement planning seminar to the appropriate supervisor. An employee shall be released
10 from work to attend the seminar unless staffing requirements or other Department
11 exigencies require the employee's attendance at work on the day or days such seminar is
12 scheduled. Release time shall not be unreasonably withheld.

13 All such seminars must be located within the Bay Area.

14 This section shall not be subject to the grievance procedure.

15 SECTION 27. WORKER'S COMPENSATION AND RETURN TO WORK

16 The City will make a good faith effort to return employees who have sustained an
17 occupational injury or illness to temporary modified duty within the employee's medical
18 restriction. Duties of the modified assignment may differ from the employee's regular job
19 duties and/or from job duties regularly assigned to employees in the injured employee's job
20 code. Where appropriate modified duty is not available within the employee's job code, on
21 the employee's regular shift, and in the employee's department, the employee may be
22 temporarily assigned pursuant to this section to work in another job code, on a different shift,
23 and/or in another department, subject to the approval of the Appointing Officer or designee.
24 The decision to provide modified duty and/or the impact of such decisions shall not be
25 subject to grievance or arbitration. Modified duty assignments may not exceed three (3)

1 months. An employee assigned to a modified duty assignment shall receive their regular
2 base rate of pay and shall not be eligible for any other additional compensation (premiums)
3 and or out of job code assignment pay as may be provided under this Ordinance.

4 An employee who is absent because of an occupational disability and who is receiving
5 Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability
6 Insurance, may request that the amount of disability indemnity payment be supplemented
7 with salary to be charged against the employee's accumulated unused sick leave with pay
8 credit balance at the time of disability, compensatory time off, or vacation, so as to equal the
9 normal salary the employee would have earned for the regular work schedule. Use of
10 compensatory time requires the employee's Appointing Officer's approval.

11 An employee who wishes not to supplement, or who wishes to supplement with
12 compensatory time or vacation, must submit a written request to the Appointing Officer or
13 designee within seven (7) calendar days following the first date of absence. Disability
14 indemnity payments will be automatically supplemented with sick pay credits (if the
15 employee has sick pay credits and is eligible to use them) to provide up to the employee's
16 normal salary unless the employee makes an alternative election as provided in this section.

17 Employee supplementation of workers compensation payment to equal the full salary
18 the employee would have earned for the regular work schedule in effect at the
19 commencement of the workers compensation leave shall be drawn only from an employee's
20 paid leave credits including vacation, sick leave balance, or other paid leave as available.
21 An employee returning from disability leave will accrue sick leave at the regular rate and not
22 an accelerated rate.

23 Salary may be paid on regular time-rolls and charged against the employee's sick
24 leave with pay, vacation, or compensatory time credit balance during any period prior to the
25 determination of eligibility for disability indemnity payment without requiring a signed option

1 by the employee. Sick leave with pay, vacation, or compensatory time credits shall be used
2 to supplement disability indemnity pay at the minimum rate of one (1) hour units.

3 This section clarifies and supersedes any conflicting provisions of the Civil Service
4 Commission Rules which are within the Charter authority of the Board of Supervisors.

5 SECTION 28. STATE DISABILITY INSURANCE (SDI) COVERAGE

6 Upon a statement by a majority of employees in a job code, or by the sole incumbent in
7 a single "A" position or by the majority of employees in a multi "A" position, requesting that
8 they be enrolled in the State Disability Program, the City shall take all necessary action to
9 enroll affected employees therein.

10 SECTION 29. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION 11 STATUTES

12 This Ordinance shall be interpreted, administered and applied in a manner that
13 complies with the provisions of federal, state and local disability and anti-discrimination
14 statutes. The City shall have the right to take whatever action it deems appropriate to
15 ensure compliance with such laws.

16 A complaint of discrimination may, at the option of the employee be processed through
17 the grievance procedure of this Ordinance, or through the applicable Civil Service rules, the
18 City Administrative Code and federal and state law. If the employee elects to pursue
19 remedies for discrimination complaints outside the procedure of this Ordinance, it shall
20 constitute a waiver of the right to pursue that complaint through the grievance process. To
21 the extent permissible by law if there is an election to pursue the complaint through the
22 grievance, it shall constitute a waiver of the right to pursue the complaint in other forums and
23 grievant shall be required to execute a written acknowledgement of the waiver in a form
24 approved by the City Attorney.
25

1 SECTION 30. TUITION REIMBURSEMENT

2 The City will allocate \$15,000 for the Tuition Reimbursement Program for employees
3 covered by this Ordinance. Employees covered under this Unrepresented Ordinance may
4 be reimbursed up to a maximum of \$2,000 for tuition, registration fees, books and other
5 materials for internal or external training programs which will enhance an employee's work
6 skills, professional conferences, professional association memberships and desired licenses
7 relevant to the employee's current classification. Tuition reimbursement must be approved
8 by the employee's Appointing Officer and be in accordance with procedures determined by
9 the Human Resources Director.

10 In addition, subject to approval by the Appointing Officer or designee and to the extent
11 funds are available, employees may utilize up to \$1,000 of the funds available to them for
12 that fiscal year under this section to pay for up to one-half of the cost of reasonable and
13 necessary travel and lodging for approved training. Travel reimbursement rates shall be as
14 specified in the Controller's travel policy memo; however, Tuition Reimbursement funds may
15 not be used for food.

16 SECTION 31. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL
17 PSYCHOLOGISTS

18 Each regularly scheduled full-time or part-time 2576 Supervising Clinical Psychologists
19 (excluding as needed employees) may be reimbursed up to a maximum of \$2,000 per fiscal
20 year for tuition, internal or external training programs, professional conferences and
21 professional association membership relevant to the employee's current classification. The
22 funds may also be used to reimburse employees for the purchase of Personal Digital
23 Assistants, professional software, books and subscriptions. Tuition reimbursement must be
24 approved by the employee's Appointing Officer and be in accordance with procedures
25 determined by the Human Resources Director.

1 SECTION 32. SPECIAL EDUCATIONAL LEAVE FOR SUPERVISING CLINICAL
2 PSYCHOLOGISTS

3 Each regular full time or part time 2576 Supervising Clinical Psychologist (excluding as
4 needed employees) shall be allowed the required number of hours of educational leave with
5 pay for re-licensure to attend formally organized courses, institutes, workshops or classes to
6 fulfill re-licensure requirements, as authorized and approved by the Appointing Officer or
7 designee.

8 SECTION 33. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR
9 REGISTRATIONS

10 When a certificate, license or registration is required by the Civil Service
11 Commission as a minimum qualification for City employment, the City will reimburse the
12 employee for the amount of the mandatory fee for the renewal of such certificate, license or
13 registration.

14 SECTION 34. BAR DUES

15 Full-time permanent exempt employees who, as a condition of employment, are
16 required to be a member of the California State Bar shall be reimbursed for his/her annual
17 mandatory minimum California State Bar dues.

18 SECTION 35. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

19 Unrepresented employees shall be on paid status when assigned to attend required
20 educational programs scheduled during normal working hours.

21 SECTION 36. LIFE INSURANCE

22 Upon becoming eligible to participate in the Health Service System under San
23 Francisco Administrative Code Section 16.700, the City shall provide life insurance in the
24 amount of \$50,000 for all employees covered by this Ordinance.
25

1 SECTION 37. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

2 All employees covered by this Ordinance shall be provided with safety equipment and
3 protective clothing in accordance with Cal-OSHA requirements and as deemed appropriate
4 by and authorized by the Appointing Officer or designee.

5 SECTION 38. LONG TERM DISABILITY

6 The City, at its own cost, shall provide to Miscellaneous Unrepresented Employees a
7 Long Term Disability (LTD) benefit that provides, after a one hundred and eighty (180) day
8 elimination period, sixty percent salary (60%) (subject to integration) up to age sixty-five
9 (65). Employees who are receiving or who are eligible to receive LTD shall be eligible to
10 participate in the City's Catastrophic Illness Program only to the extent allowed for in the
11 ordinance governing such program.

12 SECTION 39. PARENTAL RELEASE TIME

13 Upon proper advance notification, covered employees may be granted up to forty (40)
14 hours Parental Leave per fiscal year four (4) hours of which will be paid leave to participate
15 in the activities of a school or licensed child day care facility of any of the employee's
16 children. Parental leave shall not exceed eight (8) hours in any calendar month of the year.

17 In order to qualify for Parental leave, the employee must give reasonable notice to
18 his/her immediate supervisor prior to taking the time off. The employee must provide written
19 verification from the school or licensed child day care facility that he/she participated in
20 school/child care related activities on a specific date and at a particular time, if requested by
21 management. The employee may utilize either existing vacation, compensatory time off, or
22 personal (unpaid) leave to account for absences after the two (2) paid hours per semester
23 have been used. If both of the child's parents are employed by the City at the same
24 worksite, the entitlement to a planned absence applies only to the parent who first gives
25 notice.

1 Denial of Parental Leave under this section is not subject to the grievance process.

2 SECTION 40. MILEAGE REIMBURSEMENT

3 Covered employees shall be reimbursed at the Controller's certified rate per mile when
4 required to use their personal vehicle for City business.

5 SECTION 41. MUNICIPAL TRANSPORTATION AGENCY (MTA) INCENTIVE
6 PROGRAMS

7 Covered MTA (Municipal Transportation Agency) service critical job codes and 'A'
8 positions
9 shall be eligible to participate in the MTA Performance Incentive Program and the
10 Attendance
11 Incentive Program.

12 SECTION 42. GRIEVANCE PROCEDURE

13 Definition:

14 A Grievance shall be defined as any dispute which involves the interpretation or
15 application of this Ordinance. The grievance must state the circumstances on which the
16 grievant claims to be aggrieved, the section(s) of the Ordinance which the grievant believes
17 violated and the remedy or solution being sought by the grievant.

18 General Provisions:

19 In no event shall a grievance include a claim for money relief for more than a thirty (30)
20 working day period prior to the initiation of the grievance.

21 If the supervisor or Appointing Officer fails to respond within the required time limits,
22 the grievant may then present the grievance in writing to the next higher step. If the grievant
23 fails to present the grievance to the next higher step within the required time limits, then the
24 grievance will be considered to be resolved.

25 The time limits set forth in this grievance procedure may be extended by mutual

1 agreement between the parties.

2 Any deadline date under this section that falls on a Saturday, Sunday or Holiday shall
3 be continued to the next business day.

4 Procedure:

5 Step I Immediate Supervisor

6 An employee having a grievance must first discuss it with the employee's immediate
7 supervisor. The employee's immediate supervisor is the individual who immediately
8 assigns, reviews or directs the work of an employee.

9 If a solution to the grievance, satisfactory to the employee and immediate supervisor is
10 not accomplished by the informal discussion, the employee may pursue the matter further.
11 The employee shall submit a written statement of the grievance to the immediate supervisor
12 within fifteen (15) calendar days of the facts or event giving rise to the grievance or within
13 fifteen (15) calendar days from such time as the employee should have known of the
14 occurrence thereof.

15 The immediate supervisor will make every effort to arrive at a prompt resolution by
16 investigating the issue. He/she shall respond within five (5) calendar days.

17 Step II Department Head/Designee

18 If the employee is not satisfied with the decision rendered, the employee shall submit
19 the grievance in writing to the department head or designee within fifteen (15) calendar days
20 of receiving notification of that decision. The grievance shall include a specific description of
21 the basis for the claim, the Ordinance section(s) believed violated and the resolution
22 desired. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed,
23 upon alternative is established. The Department Head/designee shall, within fifteen (15)
24 calendar days of receipt of the written grievance, or within ten (10) calendar days of the date
25 the meeting is held, whichever comes later, respond in writing to the grievance, specifying

1 his/her reason(s) for concurring with or denying the grievance.

2 Step III Director, Employee Relations Division

3 If the employee is not satisfied with the decision of the Department Head/designee, the
4 employee shall submit the grievance to the Employee Relations Director within fifteen (15)
5 calendar days after receipt of the Department's decision.

6 The Director shall have thirty (30) calendar days after receipt of the written grievance in
7 which to review and seek resolution of the grievance and to render a decision concurring
8 with or denying the grievance. The Employee Relations Director's decision shall be final
9 and binding.


10 SECTION 43. SAVINGS CLAUSE

11 Should any part hereof or any provision herein be declared invalid by any decree of
12 court of competent jurisdiction, such invalidation of such part or portion of this Ordinance
13 shall not invalidate the remaining portions hereof and the remaining portions hereof shall
14 remain in full force and effect for the duration of this ordinance.

15 Recodifications may have rendered the references to specific Civil Service Rules and
16 Charter sections contained herein incorrect. Such terms will be read as if they accurately
17 referenced the same sections in their newly codified form as of July 1, 2010 ~~2009~~.

18 This Ordinance shall be effective July 1, 2010 ~~2009~~.

19
20 APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

21 By: 
22 ELIZABETH SALVESON
23 Chief Labor Attorney
24
25

ATTACHMENT A

LIST OF UNREPRESENTED JOB CODES PURSUANT TO CHARTER SECTION A8.409.1.

001 = Miscellaneous Unrep. Job Codes 002 = Management Unrep. Job Codes

<u>Job Code</u>	<u>Description</u>	<u>Union Code</u>
1229	Special Examiner	001
1280	Employee Relations Representative	001
1281	Senior Emp Relations Representative	001
1867	Auditor I	001
1942	Asst Materials Coordinator	001
2561	Optometrist	001
2576	Sprv Clinical Psychologist	001
2966	Welfare Fraud Investigator	001
2967	Sup Welfare Fraud Investigator	001
3238	Dance Instructor	001
3246	Pianist	001
3438	Arborist Technician Supv II	001
3650	Medical Records Librarian	001
8168	Parking Hearing Supervisor	001
8229	Assoc Dir of Museum Sec Svcs	001
8247	Emergency Planning Coordinator	001
8282	Sr Environ Control Off	001
8446	Court Alternative Specialist 1	001
9916	Public Svc Aide-Public Works	001

1	AA53	Mgr, Parking Citation Program	001
2	AC34	Project Analyst	001
3	AC35	Bd/Comm Secretary 3	001
4	AC41	Operations Program Associate	001
5	AC42	Grants Finance Associate	001
6	AC43	Grants Associate	001
7	AC44	Grant Funding Prgrm Associate	001
8	AC45	CIP Outreach Coordinator	001
9	1495	Clerk 2	001
10	9144	Investigator, Taxi & Access Svcs	001
11	2782	Laundry Superintendent	001
12	0881	Mayoral Staff I	002
13	0882	Mayoral Staff II	002
14	0883	Mayoral Staff III	002
15	0884	Mayoral Staff IV	002
16	0885	Mayoral Staff V	002
17	0886	Mayoral Staff VI	002
18	0887	Mayoral Staff VII	002
19	0888	Mayoral Staff VIII	002
20	0889	Mayoral Staff IX	002
21	0890	Mayoral Staff X	002
22	0891	Mayoral Staff XI	002
23	0892	Mayoral Staff XII	002
24	0901	Mayoral Staff XIII	002
25	0902	Mayoral Staff XIV	002

1	0903	Mayoral Staff XV	002
2	0904	Mayoral Staff XVI	002
3	0905	Mayoral Staff XVII	002
4	1282	Manager, Employee Relations Div	002
5	1283	Director, Emp Relations Div	002
6	1293	Human Resources Director	002
7	1849	Prog Mgr, Bus & Econ Develop	002
8	3234	Marina Manager	002
9	5646	Environ Program Mgr I	002
10	8137	Chf Victim/Witness Invstgtor	002
11	AB44	Cfdntal Chf Atty 2,(Cvl&Crmnl)	002
12	AC37	Principal Area Manager	002
13	AC38	Assistant Superintendent, Rec	002
14	AC39	Manager, Marina Operations	002
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