

[Unrepresented Employees]

Ordinance Fixing Compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of Section A8.409 of the Charter, in classes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2001.

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

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

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

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Mayor
Supervisor Newsom

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5
6 **Section 1. General Terms and Conditions of Employment**

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

18 **Section 2. Wage Rates**

19 The wage rates for the employees covered by this Ordinance for fiscal year 2001-2002
20 shall be increased as follows:

21	Effective July 1, 2001	Effective January 5, 2002
22	3%	2%

1 In addition:

2 For the following classifications, effective July 1, 2001, there shall be a one time wage
3 adjustment:

4 7% to Class 1130 Youth Commission Advisor, Board of Supervisors

5 2.5% to Class 1942 Assistant Materials Coordinator

6
7 Effective July 1, 2001 the salary for AB44 Confidential Chief Attorney II shall not be less
8 than Class 8184 Chief Attorney II.

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

10
11 **Section 3. Acting Assignment Pay**

12 The Appointing Officer/designee assigns duties to employees covered by this
13 ordinance. Employees assigned by the Appointing Officer/designee to perform the full
14 range of essential functions of a position in a higher classification shall receive
15 compensation at a higher salary if all of the following conditions are met:

16
17 (1) The assignment shall be in writing with copies to the Department of Human
18 Resources and Controller.

19 (2) The assignment shall conform to all Civil Service Commission Rules, policies
20 and procedures.

21 (3) The position to which the employee is assigned must be a budgeted position.

1 (4) The employee is assigned to perform the duties of a higher classification for
2 longer than eleven (11) consecutive working days; after which acting
3 assignment pay shall be retroactive to the first day of the assignment.

4 a. If each of the above criteria are met and upon written approval by the
5 Department Head, an employee shall be paid a one full salary step
6 adjustment (approximately 5%) but which does not exceed the
7 maximum step of the salary schedule of the class to which temporarily
8 assigned. Premiums based on percent of salary shall be paid at a rate
9 which includes acting assignment pay.

10 b. Requests for classification or reclassification review shall not be
11 governed by this provision.

12
13 **Section 4. Supervisory Differential Adjustment**

14 The Appointing Officer may adjust the compensation of a supervisory employee whose
15 schedule of compensation is set herein subject to the following conditions:

16 (1) The supervisor, as part of the regular responsibilities of his/her class,
17 supervises, directs, is accountable for and is in responsible charge of the
18 work of a subordinate or subordinates.

19 (2) The supervisor must actually supervise the technical content of subordinate
20 work and possess education and/or experience appropriate to the technical
21 assignment.

- 1 (3) The organization is a permanent one approved by the appointing officer,
2 Board or Commission, where applicable, and is a matter of record based
3 upon review and investigation by the Department of Human Resources.
- 4 (4) The classifications of both the supervisor and the subordinate are
5 appropriate to the organization and have a normal, logical relationship to
6 each other in terms of their respective duties and levels of responsibility and
7 accountability in the organization.
- 8 (5) The compensation grade of the supervisor is less than one full step
9 (approximately 5%) over the compensation grade, exclusive of extra pay, of
10 the employee supervised. In determining the compensation grade of a
11 classification being paid a flat rate, the flat rate will be converted to a bi-
12 weekly rate and the compensation grade the top step of which is closest to
13 the flat rate so converted shall be deemed to be the compensation grade of
14 the flat rate classification.
- 15 (6) The adjustment of the compensation grade of the supervisor shall not
16 exceed 5% over the compensation exclusive of extra pay, of the employee
17 supervised. If the application of this section adjusts the compensation grade
18 of an employee in excess of his/her immediate supervisor, whose class is
19 also covered by this ordinance the pay of such immediate supervisor shall
20 be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of
21 his/her highest paid subordinate, provided that the other applicable
22 conditions of this section are also met.

1 (7) In no event will the Appointing Officer approve a supervisory salary
2 adjustment in excess of two (2) full steps (approximately 10%) over the
3 supervisor's current basic compensation. If in the following fiscal year a
4 salary inequity continues to exist, the Appointing Officer may again review
5 the circumstances and may grant an additional salary adjustment not to
6 exceed two (2) full steps (approximately 10%).

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

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

12 13 **Section 5. Internal Adjustment Process**

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

17 1. Standards

18 The following shall be the standards for internal adjustments for the wage
19 rates for a particular classification:

- 20 a) The salary for the classification is below the prevailing wage level in
21 the relevant labor market as demonstrated by verifiable salary data;
22 and/or
23

- 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 classification 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.

Section 6. Premium Pay

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

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

Section 7. Bilingual Pay

Unrepresented employees who are assigned by their Department to a position designated by their Department as a "Bilingual Position", subject to approval by the Human Resources Department, shall receive an additional \$35.00 in each pay period when bilingual duties are performed 5 hours or more in each week. A designated

1 "Bilingual Position" is one in which the employee is required to translate to and from a
2 foreign language, or sign language as used by the deaf.

3
4 **Section 8. Project Managers**

5 For fiscal year 2001-2002, the wage differential that existed in 1992-93 shall be re-
6 established between the Project Manager classifications and their related professional
7 engineering classifications as follows:

8 5502 Project Manager I and 5206 Associate Civil Engineer

9 5504 Project Manager II and 5208 Civil Engineer

10 5506 Project Manager III and 5210 Senior Civil Engineer

11 5508 Project Manager IV and 5212 Principal Engineer

12
13 **Section 9. Appointment and Advancement**

14 Appointing Officers may appoint employees to any step, at any time, in the salary grade
15 which does not exceed the maximum of the salary grade. If there are no steps within
16 the salary grade, the Appointing Officer may appoint employees to any place within the
17 grade at any time, providing that the placement does not exceed the salary grade
18 maximum.

19
20 **Section 10. Methods of Calculation**

- 21 (1) Bi-Weekly. An employee whose compensation is fixed on a bi-weekly
22 basis shall be paid the bi-weekly salary for his/her position for work
23 performed during the bi-weekly payroll period. There shall be no

1 compensation for time not worked unless such time off is authorized time
2 off with pay.

- 3 (2) Per Diem or Hourly. An employee whose compensation is fixed on a per
4 diem or hourly basis shall be paid the daily or hourly rate for work
5 performed during the bi-weekly payroll period on a bi-weekly pay
6 schedule. There shall be no compensation for time not worked unless
7 such time off is authorized time off with pay.

8
9 **Section 11. Work Schedules**

10 (1) Regular Work Schedules

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

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

20 Employees shall receive no compensation when properly notified (2-
21 hour notice) that work applicable to the classification is not available
22 because of inclement weather conditions, shortage of supplies, traffic
23 conditions, or other unusual circumstances. Employees who are not

1 properly notified and report to work and are informed no work
2 applicable to the classification is available shall be paid for a minimum
3 of two hours. Employees who have been designated by their
4 department as emergency personnel must report to work as scheduled
5 unless otherwise notified by the Appointing Officer or designee.
6 Employees who begin their shifts and are subsequently relieved of
7 duty due to the above reasons shall be paid a minimum of two hours,
8 and for hours actually worked beyond two hours, computed to the
9 nearest one-quarter hour.

10 (2) Night Duty

11 Employees, exclusive of employees in classes which are exempt from the
12 Fair Labor Standards Act, who, as part of their regularly scheduled work
13 shift, are required to work any hours between (five) 5:00 p.m. and (seven)
14 7:00 a.m. shall receive a premium of 6¼% per hour in addition to their
15 straight time hourly base rate of pay for any and all hours worked between
16 (five) 5:00 p.m. and (seven) 7:00 a.m. Excluded from this provision are
17 those employees who participate in an authorized flex-time program
18 where the work shift includes hours to be worked between the hours of
19 (five) 5:00 p.m. and (seven) 7:00 a.m. Day shift employees assigned to
20 work during the night duty premium hours are not eligible for night duty
21 premium. Payment of this premium shall be made for actual hours
22 worked.

1 (3) Alternate Work Schedules

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

9 (4) Voluntary Reduced Work Week

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

15
16 **Section 12. Probationary Periods**

17 Probationary periods shall be defined and administered by the Civil Service
18 Commission. All permanent appointees shall serve a minimum of a six month
19 probationary period except that the Human Resources Director may designate specific
20 classifications which shall require up to a one year probationary period.

21 A probationary period may be extended by mutual written agreement between the
22 employee and the appointing officer.

1 **Section 13. Overtime Compensation**

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

11 (1) Employees working in classifications that are designated as having a
12 regular work week of less than forty (40) hours shall not be entitled to
13 overtime compensation for work performed in excess of said specified
14 regular hours until they exceed forty (40) hours per week. Overtime shall
15 be calculated and paid on the basis of the total number of straight time
16 hours actually worked in a week. Overtime compensation so earned shall
17 be computed subject to all the provisions and conditions set forth herein.

18 (2) Employees occupying Fair Labor Standards Act ("FLSA") exempt
19 (executive, administrative, or professional) positions shall not be paid for
20 overtime worked but may earn CTO at the rate of one hour for each hour
21 worked in excess of 40 hour/week. The maximum amount of CTO that
22 may be accrued may be established by each appointing officer. In lieu of
23

1 accruing CTO during the fiscal year, unrepresented department heads
2 and employees in AB44 Confidential Chief Attorney II shall have the same
3 administrative time off benefit applicable to employees in classifications
4 assigned to the EM Unit.

- 5 (4) Employees not exempted from the FLSA who are required to work
6 overtime shall be paid at a rate of one and one-half times their regular
7 base rate. An employee may elect to accrue CTO in lieu of overtime,
8 provided that the Appointing Officer approves of such election. In no
9 instance may an employee accrue more than two hundred forty (240)
10 hours of CTO.

11 **Section 14. Fair Labor Standards Act**

12 To the extent that this ordinance fails to afford employees the overtime or
13 compensatory time off benefits to which they are entitled under the Fair Labor
14 Standards Act, this ordinance authorizes and directs all City Departments to ensure
15 that their employees receive, at a minimum, such Fair Labor Standards Act Benefits.

16
17 **Section 15. Standby Pay and Pager Pay**

18 Employees who, as part of the duties of their positions are required by the Appointing
19 Officer to standby when normally off duty to be instantly available to be called in for
20 immediate emergency service for the performance of their regular duties, shall be paid
21 25 percent of their regular straight time rate of pay for the period of such standby
22 service, except that employees shall be paid ten (10) percent of their regular straight
23 time rate of pay for the period of such standby service when outfitted by the department

1 with an electronic paging device. When such employees are called to perform their
2 regular duties in emergencies during the period of such standby service, they shall be
3 paid while engaged in such emergency service the usual rate of pay for such service.

4
5 The provisions authorizing standby pay do not apply to classifications designated by a
6 "Z" symbol and which would qualify for designation as executive, administrative or
7 professional under the duties test provisions of the Federal Fair Labor Standards Act.

8
9 **Section 16. Call Back**

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

16 Notwithstanding the general provisions of this section, call back pay shall not be
17 allowed in classes which are FLSA exempt (executive, administrative or professional).

18
19 **Section 17. Holidays**

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

23 January 1 (New Year's Day)

1 the third Monday in January (Martin Luther King, Jr.'s Birthday)
2 the third Monday in February (President's Day)
3 the last Monday in May (Memorial Day)
4 July 4 (Independence Day)
5 the first Monday in September (Labor Day)
6 the second Monday in October (Columbus Day)
7 November 11 (Veteran's Day)
8 Thanksgiving Day
9 the day after Thanksgiving
10 December 25 (Christmas Day)

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

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

16
17 The City shall accommodate religious belief or observance of employees as required by
18 law.

19 Employees are entitled to four (4) additional floating days off to be taken on days
20 selected by the employee subject to prior scheduling approval of the appointing officer.

21 Employees (both full-time and part-time) must complete six (6) months continuous
22 service to establish initial eligibility for the floating days off. Employees hired on an as-
23 needed, intermittent or seasonal basis shall not receive the additional floating days off.

1 Floating days off may not be carried forward from one fiscal year to the next. No
2 compensation of any kind shall be earned or granted for floating days off not taken.
3 Employees who have established initial eligibility for floating days off and subsequently
4 separate from City employment, may at the sole discretion of the appointing authority,
5 be granted those floating day(s) off to which the separating employee was eligible and
6 had not yet taken off.

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

19
20 **Section 18. Holiday Compensation for Time Worked**

21 Employees required by their respective Appointing Officer to work on any of the above-
22 specified or to substitute holidays excepting Fridays observed as holidays in lieu of
23 holidays falling on Saturday, shall be paid extra compensation of one (1) additional

1 day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours'
2 pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours
3 worked; provided, however, that at an employee's request and with the approval of the
4 appointing officer, an employee may be granted compensatory time off in lieu of paid
5 overtime.

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

9
10 **Section 19. Holidays for Employees on Work Schedules Other Than Monday**
11 **Through Friday**

12 (1) Employees assigned to seven (7) day-operation departments or employees
13 working a five (5) day work week other than Monday through Friday shall be
14 allowed another day off if a holiday falls on one of their regularly scheduled
15 days off.

16 (2) Employees whose holidays are changed because of shift rotations shall be
17 allowed another day off if a legal holiday falls on one of their days off.

18 (3) Employees required to work on a holiday which falls on a Saturday or
19 Sunday shall receive holiday compensation for work on that day. Holiday
20 compensation shall not then be additionally paid for work on the Friday
21 preceding a Saturday holiday, nor on the Monday following a Sunday
22 holiday.

1 (4) Sections (2) and (3) above shall apply to part-time employees on a pro-rata
2 basis.

3 If the provisions of this section deprive an employee of the same number of
4 holidays that an employee receives who works Monday through Friday, s/he
5 shall be granted additional days off to equal such number of holidays. The
6 designation of such days off shall be by mutual agreement of the employee
7 and the appropriate employer representative. Such days off must be taken
8 within the fiscal year. In no event shall the provisions of this section result in
9 such employee receiving more or less holidays than an employee on a
10 Monday through Friday work schedule.

11
12 **Section 20. Holiday Pay for Employees Laid Off**

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

16
17 **Section 21. Employees Not Eligible for Holiday Compensation**

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

1
2 **Section 22. Part-time Employees Eligible for Holidays**

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

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

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

15
16 **Section 23. In-Lieu Holidays**

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

20 (2) In-lieu days will be assigned by the appointing officer or designee if not
21 scheduled in accordance with the procedures described herein

22 (3) An in-lieu holiday can be carried over into the next fiscal year only with the
23 written approval of the appointing officer.

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Section 24. Health and Welfare and Dental Insurance

1. City Contribution

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

The level of the City's contribution to health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428. Covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System except as set forth in Administrative Code Section 16.701(b).

2. Dependent Health Care

The City's contribution for dependent health care coverage for Miscellaneous Unrepresented employees shall be \$225.00 per covered employee per month. In the event that the cost of dependent care increases, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical costs charged to the employee for the employee plus two or more dependents category.

The City's contribution for dependent health care coverage for Management Unrepresented employees to the Flexible Benefits Plan shall be the greater amount of \$225.00 per covered employee per month or 75% per covered employee per month of the dependent rate charged to

1 employees for Kaiser coverage at the dependent plus two or more level.

2 The specific benefits offered are subject to change.

3 For "medically single" employees, i.e., benefited employees not receiving
4 the contribution paid by the City for dependent health care benefits, the
5 City shall contribute all of the premium for the employee's own health care
6 benefit coverage.

7
8 **Section 25. Retirement Contribution**

9 The City shall pick up the full amount of the employees' contribution to retirement.

10
11 The parties acknowledge that the San Francisco Charter establishes the levels, terms
12 and conditions of retirement benefits for members of the San Francisco Employees
13 Retirement System (SFERS). The fact that the Ordinance does not specify that a
14 certain item of compensation is excluded from retirement benefits should not be
15 construed to mean that the item is included by the Retirement Board when calculating
16 retirement benefits.

17
18 **Section 26. Pre-Retirement Planning Seminar**

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

22 Employees must provide at least two (2) weeks advance notice of their desire to attend
23 a retirement planning seminar to the appropriate supervisor. An employee shall be

1 released from work to attend the seminar unless staffing requirements or other
2 Department exigencies require the employee's attendance at work on the day or days
3 such seminar is scheduled. Release time shall not be unreasonably withheld.

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

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

6
7 **Section 27. Worker's Compensation and Return to Work**

8 The City will make a good faith effort to return employees who have sustained an
9 occupational injury or illness to temporary modified duty within the employee's medical
10 restriction. Duties of the modified assignment may differ from the employee's regular
11 job duties and/or from job duties regularly assigned to employees in the injured
12 employee's class. Where appropriate modified duty is not available within the
13 employee's classification, on the employee's regular shift, and in the employee's
14 department, the employee may be temporarily assigned pursuant to this section to work
15 in another classification, on a different shift, and/or in another department, subject to
16 the approval of the Appointing Officer or designee. The decision to provide modified
17 duty and/or the impact of such decisions shall not be subject to grievance or arbitration.

18 Modified duty assignments may not exceed three (3) months. An employee assigned
19 to a modified duty assignment shall receive their regular base rate of pay and shall not
20 be eligible for any other additional compensation (premiums) and or out of class
21 assignment pay as may be provided under this Ordinance.

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

9
10 An employee who wishes not to supplement, or who wishes to supplement with
11 compensatory time or vacation, must submit a written request to the Appointing Officer
12 or designee within seven (7) calendar days following the first date of absence.
13 Disability indemnity payments will be automatically supplemented with sick pay credits
14 (if the employee has sick pay credits and is eligible to use them) to provide up to the
15 employee's normal salary unless the employee makes an alternative election as
16 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
20 employee's paid leave credits including vacation, sick leave balance, or other paid
21 leave as available. An employee returning from disability leave will accrue sick leave at
22 the regular rate and not an accelerated rate.

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

5
6 Sick leave with pay, vacation, or compensatory time credits shall be used to
7 supplement disability indemnity pay at the minimum rate of one (1) hour units.

8 This provision clarifies and supersedes any conflicting provisions of the Civil Service
9 Commission Rules which are within the Charter authority of the Board of Supervisors.

10
11 **Section 28. State Disability Insurance (SDI) Coverage**

12 Upon a statement by a majority of employees in a classification, or by the sole
13 incumbent in a single "A" position or by the majority of employees in a multi "A"
14 position, requesting that they be enrolled in the State Disability Program, the City shall
15 take all necessary action to enroll affected employees therein.

16
17 **Section 29. Compliance with Disability and Anti-Discrimination Statutes**

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

1 **Section 30. Tuition Reimbursement**

2 The City will allocate \$10,000 for the Tuition Reimbursement Program for employees
3 covered by this Ordinance. Employees shall not be reimbursed for more than \$500.
4 Classes which will enhance an employee's work skills shall be considered as qualifying
5 for tuition reimbursement. Tuition reimbursement must be approved by the employee's
6 Appointing Officer and be in accordance with procedures determined by the Human
7 Resources Director.

8
9 **Section 31. Renewal Fees for Certifications, Licenses or Registrations**

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

14
15 **Section 32. Bar Dues**

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

19
20 **Section 33. Training, Career Development and Incentives**

21 Unrepresented employees shall be on paid status when assigned to attend required
22 educational programs scheduled during normal working hours.
23

1 **Section 34. Life Insurance**

2 The City shall provide life insurance in the amount of \$50,000 for Management
3 Unrepresented
4 Employees.

5
6 **Section 35. Safety Equipment & Protective Clothing**

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

10
11 **Section 36. Long Term Disability**

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

18
19 **Section 37. Parental Release Time**

20 Upon proper advance notification, covered employees may be granted up to forty (40)
21 hours Parental Leave for fiscal year 2001-2002 - four (4) hours of which will be paid
22 leave to participate in the activities of a school or licensed child day care facility of any
23

1 of the employee's children. Parental leave shall not exceed eight (8) hours in any
2 calendar month of the year.

3 In order to qualify for Parental leave, the employee must give reasonable notice to
4 his/her immediate supervisor prior to taking the time off. The employee must provide
5 written verification from the school or licensed child day care facility that he/she
6 participated in school/child care related activities on a specific date and at a particular
7 time, if requested by management.

8
9 The employee may utilize either existing vacation, compensatory time off, or personal
10 (unpaid) leave to account for absences after the two (2) paid hours per semester have
11 been used. If both of the child's parents are employed by the City at the same worksite,
12 the entitlement to a planned absence applies only to the parent who first gives notice.
13 Denial of Parental Leave under this section is not subject to the grievance process.

14
15 **Section 38. Mileage Reimbursement**

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

18
19 **Section 39. Municipal Transportation Agency (MTA) Incentive Programs**

20 Covered MTA (Municipal Transportation Agency) service critical classifications and 'A'
21 positions shall be eligible to participate in the MTA Performance Incentive Program and
22 the Attendance Incentive Program.

1 **Section 40. Grievance Procedure**

2 Definition

3 A Grievance shall be defined as any dispute which involves the interpretation or
4 application of this Ordinance.

5 The grievance must state the circumstances on which the grievant claims to be
6 aggrieved, the section(s) of the Ordinance which the grievant believes violated and the
7 remedy or solution being sought by the grievant.

8 General Provisions

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

11
12 If the supervisor or appointing officer fails to respond within the required time limits, the
13 grievant may then present the grievance in writing to the next higher step. If the
14 grievant fails to present the grievance to the next higher step within the required time
15 limits, then the grievance will be considered to be resolved.

16
17 The time limits set forth in this grievance procedure may be extended by mutual
18 agreement between the parties.

19
20 Any deadline date under this section that falls on a Saturday, Sunday or Holiday shall
21 be continued to the next business day.

1 Procedure

2 Step I Immediate Supervisor

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

6 If a solution to the grievance, satisfactory to the employee and immediate supervisor is
7 not accomplished by the informal discussion, the employee may pursue the matter
8 further.

9 The employee shall submit a written statement of the grievance to the immediate
10 supervisor within fifteen (15) calendar days of the facts or event giving rise to the
11 grievance or within fifteen (15) calendar days from such time as the employee should
12 have known of the occurrence thereof.

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

15
16 Step II Department Head/Designee

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

1 calendar days of the date the meeting is held, whichever comes later, respond in writing
2 to the grievance, specifying his/her reason(s) for concurring with or denying the
3 grievance.

4
5 Step III Director, Employee Relations Division

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

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

14
15 **Savings Clause**

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

20
21 Recodifications may have rendered the references to specific Civil Service Rules and
22 Charter sections contained herein incorrect. Such terms will be read as if they
23 accurately referenced the same sections in their newly codified form as of July 1, 2001.

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This Ordinance shall be effective July 1, 2001.

APPROVED AS TO FORM:

LOUISE RENNE, CITY ATTORNEY

By Judith M. Ross
Chief Labor Attorney



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails Ordinance

File Number: 010587

Date Passed:

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of Section A8.409 of the Charter, in classes not represented by an employee organization, and establishing Working Schedules and Conditions of Employment and Methods of Payment, effective July 1, 2001.

April 30, 2001 Board of Supervisors — PASSED, ON FIRST READING

Ayes: 10 - Ammiano, Daly, Gonzalez, Hall, Leno, Maxwell, McGoldrick,
Newsom, Peskin, Yee

Absent: 1 - Sandoval

May 7, 2001 Board of Supervisors — FINALLY PASSED

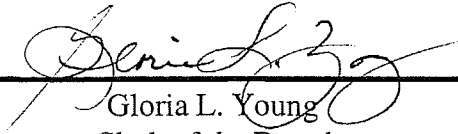
Ayes: 11 - Ammiano, Daly, Gonzalez, Hall, Leno, Maxwell, McGoldrick,
Newsom, Peskin, Sandoval, Yee

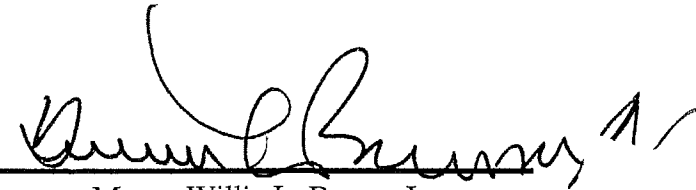
File No. 010587

I hereby certify that the foregoing Ordinance
was **FINALLY PASSED** on May 7, 2001 by
the Board of Supervisors of the City and
County of San Francisco.

MAY 18 2001

Date Approved


Gloria L. Young
Clerk of the Board


Mayor Willie L. Brown Jr.