

1 [Compensation for Unrepresented Employees]

2

3 **Ordinance fixing compensation for persons employed by the City and County of San**
4 **Francisco whose compensation is 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 other terms and conditions of employment and methods of**
7 **payment effective July 1, 2018.**

8 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
9 **Additions to Codes** are in *single-underline italics Times New Roman font*.
10 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
11 **Board amendment additions** are in double-underlined Arial font.
12 **Board amendment deletions** are in ~~strikethrough Arial font~~.
13 **Asterisks (* * * *)** indicate the omission of unchanged Code
14 subsections or parts of tables.

12

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

14

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

18 Unless specifically noted, the following provisions are applicable to all employees
19 covered by this Ordinance, which includes Miscellaneous Unrepresented employees (unit
20 001) and Management Unrepresented employees (unit 002). As used in this Ordinance, the
21 term Appointing Officer shall include the Appointing Officer's designee, unless otherwise
22 specified. For informational purposes, a list of job codes designated as Miscellaneous
23 Unrepresented and Management Unrepresented is on file with the Clerk of the Board of
24 Supervisors in Board File No. 180507.

25

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 addressed
4 herein, those terms and conditions of employment that are set forth in the Charter,
5 Administrative Code, Civil Service Rules, and City policies and procedures, shall apply to
6 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 under
9 Charter Section A8.409-3, unless specifically approved by the Civil Service Commission,
10 except as such changes may affect compensation.

11
12 SECTION 2. WAGE RATES

13 A. The wage rates for job codes covered by this Ordinance for fiscal year 2018-
14 2019 shall be increased as follows:

15 Effective July 1, 2018: 3.00%

16 B. The 1283 – Director, Employee Relations Division Classification's Pay Plan shall
17 be the same range of pay as the 0954 – Deputy Director IV Classification.

18 The 1282 – Manager, Employee Relations Division Classification's Pay Plan
19 shall be the same range of pay as the 0932 – Manager IV Classification.

20 The 1281 – Senior Employee Relations Representative Classification's Pay Plan
21 shall be the same range of pay as the 1824 – Principal Administrative Analyst Classification.

22 There shall be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the range
23 for this classification. The Employee Relations Director may place employees in Step 6, 7 or
24 8, contingent upon the Employee Relations Director's designating the employee as the City's
25 principal representative for a major employee group.

1 The 1280 – Employee Relations Representative Classification’s Pay Plan shall
2 be the same range of pay as the 1244 – Senior Personnel Analyst Classification. There shall
3 also be three additional five percent (5%) steps (Steps 1, 2 & 3) at the bottom of the range.
4 The Employee Relations Director may place employees in Step 6, 7 or 8, contingent upon the
5 Employee Relations Director’s designating the employee as having lead responsibilities in
6 employee-employer relations matters.

7 The 1293 – Human Resources Director Classification’s Pay Plan shall be the
8 same range of pay as the 0964 – Department Head IV Classification.

9 C. The 1682 – Controller Classification’s Pay Plan shall be the same range of pay
10 as the 0965 – Department Head V Classification.

11 D. The Port Commission shall determine the salary for the 9399 Port Director
12 Classification, pursuant to Charter Appendix B3.581(h).

13 E. All base wage calculations shall be rounded to the nearest whole dollar, bi-
14 weekly salary.

15
16 SECTION 3. INTERNAL ADJUSTMENT PROCESS

17 Upon request of an Appointing Officer, the Human Resources Director, with the
18 concurrence of the Controller, may approve internal salary adjustments for members of the
19 Management Unit (002), except for the Mayoral Staff classifications (0881-0905), based upon
20 the following:

21 A. Standards

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

24 1. The salary for the job code is below the prevailing wage level in the relevant
25 labor market as demonstrated by verifiable salary data; and/or

1 2. There is an ongoing and demonstrable recruitment and/or retention problem for
2 the job code; and/or

3 3. Traditional salary relationships, which continue to be justified, have been
4 substantially altered; and/or

5 4. The duties, responsibilities, and/or minimum requirements for a job code have
6 been altered significantly; and/or

7 5. Adjustment is necessary to maintain comparability with similarly-situated
8 employees in represented bargaining units.

9 B. Internal Adjustment Cap

10 Internal adjustment costs shall not exceed an annualized cost of 1.0% of the total
11 payroll cost for the employees covered by this Ordinance, 0.25% of which is available for base
12 wage adjustments, and 0.75% of which is available for one-time adjustments.

13
14 SECTION 4. ACTING ASSIGNMENT PAY

15 A. Employees assigned by the Appointing Officer to perform the full range of
16 essential functions of a position in a higher job code shall receive compensation at a higher
17 salary if all of the following conditions are met:

18 1. The assignment is in writing with copies to the Department of Human Resources
19 and Controller.

20 2. The assignment conforms to all Civil Service Commission Rules, policies and
21 procedures.

22 3. The position to which the employee is assigned is a budgeted position.

23 4. The employee is assigned to perform the duties of a higher job code for longer
24 than ten (10) consecutive working days, after which acting assignment pay shall be retroactive
25 to the first day of the assignment.

1 B. If each of the above criteria are met, and upon written approval by the
2 Appointing Officer an employee shall be paid one full salary step adjustment (approximately
3 5%) as acting assignment pay, provided that pay does not exceed the maximum step of the
4 salary grade of the job code to which the employee was temporarily assigned. Premiums
5 based on percent of salary shall be paid at a rate that includes acting assignment pay.

6 C. This provision does not govern requests for classification or reclassification
7 review.

8
9 SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

10 The Appointing Officer may adjust the compensation of a supervisory employee whose
11 compensation grade is set by this Ordinance subject to the following conditions:

12 A. The supervisor, as part of the regular responsibilities of his/her job code,
13 supervises, directs, is accountable for, and is in charge of the work of a subordinate or
14 subordinates.

15 B. The supervisor must actually supervise the technical content of subordinate
16 work and possess education and/or experience appropriate to the technical assignment.

17 C. The organization is a permanent one approved by the Appointing Officer, Board,
18 or Commission, where applicable, and is a matter of record based upon review and
19 investigation by the Department of Human Resources.

20 D. The job codes of both the supervisor and the subordinate are appropriate to the
21 organization and have a normal, logical relationship to each other in terms of their respective
22 duties and levels of responsibility and accountability in the organization.

23 E. The compensation grade of the supervisor is less than one full step
24 (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee
25 supervised. In determining the compensation grade of a job code paid a flat rate, the City will

1 convert the flat rate to a bi-weekly rate; for the compensation rate of the flat rate job code, the
2 City shall use the compensation grade the top step of which is closest to the converted flat
3 rate.

4 F. The adjustment of the compensation grade of the supervisor shall not exceed
5 5% over the compensation, exclusive of extra pay, of the employee supervised. If the
6 application of this section adjusts the compensation grade of an employee in excess of the
7 employee's immediate supervisor, whose job code is also covered by this Ordinance, the pay
8 of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the
9 base rate of the supervisor's highest paid subordinate, provided that the other applicable
10 conditions of this section are also met.

11 G. In no event will the Appointing Officer approve a supervisory salary adjustment
12 in excess of two (2) full steps (approximately 10%) over the supervisor's current base
13 compensation, exclusive of extra compensation. If in the following fiscal year a salary inequity
14 continues to exist, the Appointing Officer may again review the circumstances and may grant
15 an additional salary adjustment not to exceed two (2) full steps (approximately 10%).

16 H. The compensation adjustment is retroactive to the date the employee became
17 eligible, but not earlier than the beginning of the current fiscal year.

18 I. The Human Resources Department may review any changes in the conditions
19 or circumstances that were and are relevant to the request for salary adjustment under this
20 section.

21
22 SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED
23 EMPLOYEES ONLY)

24 A. When an exempt employee in the Management Unit (002) covered by this
25 Ordinance is involuntarily removed or released from employment, the Appointing Officer will

1 endeavor to inform the employee at least thirty (30) calendar days before the employee's final
2 day of work. Where the Appointing Officer fails or declines to inform the employee a full thirty
3 (30) days in advance, the employee shall receive pay in lieu of the number of days less than
4 thirty (30) upon which he/she was informed.

5 B. In addition to paragraph (A), when an exempt employee in the Management Unit
6 (002) covered by this Ordinance is involuntarily removed or released from employment, the
7 employee shall also receive one week's severance pay for each full year worked, up to a
8 maximum of 26 weeks, in exchange for a release signed by the employee of any and all
9 claims arising out of the employee's employment, including but not limited to termination of
10 that employment and claims arising under this Ordinance, that the employee may have
11 against the City, including any City officer or employee. This release shall be in a form
12 acceptable to the City Attorney and shall include a waiver of any rights the employee may
13 have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the
14 California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act.
15 The release shall exclude the right to grieve the proper amount of notice or severance pay
16 due under this section.

17 C. In the event an exempt employee in the Management Unit (002) covered by this
18 Ordinance is involuntarily returned to a permanent job code, that employee may elect to
19 separate fully from City service and in such case shall receive one week's severance pay for
20 each full year worked, up to a maximum of 26 weeks, in exchange for a release signed by the
21 employee of any and all claims arising out of employee's employment, including but not
22 limited to termination of that employment and claims arising under this Ordinance, that the
23 employee may have against the City including any officer or employee thereof. This release
24 shall be in a form acceptable to the City Attorney and shall include a waiver of any rights the
25 employee may have to return to City employment (e.g., holdover roster), a waiver of Section

1 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in
2 Employment Act. The release shall exclude the right to grieve the proper amount of notice or
3 severance pay due under this section.

4 D. Additionally, any employee accepting severance pay under this provision shall
5 be ineligible for appointment to City service under Charter Section A8.511 ("Proposition F"
6 appointment) in the department from which he or she was released for a period of two (2)
7 years from the date of release.

8 E. Released employees must elect severance within thirty (30) days of notice of the
9 involuntary separation/release.

10 F. Payment of severance is dependent upon approval by the Appointing Officer,
11 Controller, and the Human Resources Director. Approval will be based on a good faith
12 consideration of whether the employee's removal or release was involuntary, was initiated by
13 the Appointing Officer, and was in the best interests of the City; and whether the termination
14 of employment was based on conduct involving misappropriation of public funds or property,
15 misuse or destruction of public property, mistreatment of persons, or acts which would
16 constitute a felony or misdemeanor. Additionally, an employee eligible for severance pursuant
17 to Sections 6(B) or 6(C) above may receive severance pursuant to either, but not both.

18
19 SECTION 7. BILINGUAL PAY

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

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

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

7
8 SECTION 8. PREMIUM PAY

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

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

14
15 SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

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

23 An employee's scheduled step increase may be denied if the employee's performance
24 has been unsatisfactory to the City. The denial of a step increase is subject to the grievance
25

1 procedure; provided, however, that nothing in this section is intended to or shall make
2 performance evaluations subject to the grievance procedure.

3

4 SECTION 10. METHODS OF CALCULATION

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

9 B. Per Diem or Hourly. An employee whose compensation is fixed on a per diem
10 or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly
11 payroll period on a bi-weekly pay grade. There shall be no compensation for time not worked
12 unless such time off is authorized time off with pay.

13

14 SECTION 11. WORK SCHEDULES

15 A. REGULAR WORK SCHEDULES

16 1. Regular Work Day. Unless otherwise provided in this Ordinance, a regular
17 workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four
18 (24) hours.

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

24 3. Employees shall receive no compensation when properly notified (2-hour notice)
25 that work applicable to the job code is not available because of inclement weather conditions,

1 shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are
2 not properly notified and report to work and are informed no work applicable to the job code is
3 available shall be paid for a minimum of two (2) hours. Employees who have been
4 designated by their department as emergency personnel must report to work as scheduled
5 unless otherwise notified by the Appointing Officer. Employees who begin their shifts and are
6 subsequently relieved of duty due to the above reasons shall be paid a minimum of two (2)
7 hours, and for hours actually worked beyond two (2) hours, computed to the nearest one-
8 quarter hour.

9 B. ALTERNATE WORK SCHEDULES

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

16 C. VOLUNTARY REDUCED WORK WEEK

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

22

23 SECTION 12. STANDBY PAY AND PAGER PAY

24 Employees who, as part of the duties of their positions are required by the Appointing
25 Officer to standby when normally off duty to be instantly available to be called in for immediate

1 emergency service for the performance of their regular duties, shall be paid ten percent (10%)
2 of their regular straight time rate of pay for the period of such standby service when outfitted
3 by the department with an electronic paging device or cell phone. When such employees are
4 called to perform their regular duties in emergencies during the period of such standby
5 service, they shall be paid while engaged in such emergency service the usual rate of pay for
6 such service.

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

9

10 SECTION 13. CALL BACK

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

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

19

20 SECTION 14. OVERTIME COMPENSATION

21 A. Subject to sub-paragraphs (B) through (D) below, the Appointing Officer may
22 require employees to work longer than the regular work day or the regular work week. Any
23 time worked by an employee with proper authorization, exclusive of part-time employees, in
24 excess of forty (40) hours actually worked during a regular work week shall be designated as
25 overtime and shall be compensated at one-and-one-half times the base hourly rate.

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

7 C. Only legal holidays, listed in Section 16 (“Holidays”), shall count as hours
8 worked for the purposes of computing overtime.

9 D. Employees in non-"Z" designated job codes who are required to work overtime
10 shall be paid at a rate of one and one-half times their regular base rate. An employee may
11 elect to accrue Compensatory Time Off (“CTO”) in lieu of overtime, provided that the
12 Appointing Officer approves that election. In no instance may an employee accrue more than
13 one hundred sixty (160) hours of CTO. A non-“Z” classified employee who is appointed to a
14 position in another department shall have his or her entire CTO balance paid out at the rate of
15 the underlying classification prior to appointment. A non-“Z” classified employee who is
16 appointed to a position in a higher, non-“Z” designated classification or who is appointed to a
17 position in a “Z” designated classification shall have his or her entire CTO balance paid out at
18 the rate of the lower classification prior to promotion.

19 E. Employees in job codes designated by a "Z" symbol shall not be paid for
20 overtime worked but may earn CTO at the rate of one hour for each hour worked in excess of
21 40 hour/week. The maximum amount of CTO that may be accrued is one hundred sixty (160)
22 hours. In lieu of accruing CTO during the fiscal year, unrepresented department heads, the
23 1283 Director of Employee Relations and employees in AB44 Confidential Chief Attorney II
24 shall have the same executive leave benefit applicable to employees in job codes assigned to
25 the EM Unit. In lieu of accruing CTO during the fiscal year, employees in the 1282 Manager

1 Employee Relations classification shall have the same administrative leave benefit applicable
2 to employees in job codes assigned to the M Unit.

3

4 SECTION 15. FAIR LABOR STANDARDS ACT

5 To the extent that this Ordinance fails to afford employees the overtime or
6 compensatory time off benefits to which they are entitled under the Fair Labor Standards Act
7 (“FLSA”), this Ordinance authorizes and directs all City departments to ensure that their
8 employees receive, at a minimum, such FLSA benefits.

9

10 SECTION 16. HOLIDAYS

11 Except when normal operations require, or in an emergency, employees covered by
12 this Ordinance shall not be required to work on the following days hereby declared to be
13 holidays for such employees:

14 January 1 (New Year's Day)

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

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

17 the last Monday in May (Memorial Day)

18 July 4 (Independence Day)

19 the first Monday in September (Labor Day)

20 the second Monday in October (Indigenous Peoples Day and Italian American Heritage
21 Day)

22 November 11 (Veteran's Day)

23 Thanksgiving Day

24 the day after Thanksgiving

25 December 25 (Christmas Day)

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

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

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

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

18 Employees are entitled to five (5) floating holidays totaling forty (40) hours (pro-rated
19 for eligible part-time employees), in each fiscal year to be taken on days selected by the
20 employee subject to prior scheduling approval of the Appointing Officer. Employees (both full-
21 time and part-time) must complete six (6) months continuous service to establish initial
22 eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal
23 basis shall not receive floating holidays. Floating holidays may be taken in hourly increments
24 up to and including the number of hours contained in the employee's regular shift. Floating
25 holidays may be carried forward from one fiscal year to the next. The number of floating

1 holidays carried forward to a succeeding fiscal year may not exceed the total number of
2 floating holidays received in the previous fiscal year. No compensation of any kind shall be
3 earned or granted for floating holidays not taken. Employees who have established initial
4 eligibility for floating holidays and subsequently separate from City employment, may, at the
5 sole discretion of the Appointing Officer, be granted to take off those floating holiday(s) to
6 which the separating employee was eligible and had not yet taken off. Notwithstanding other
7 limitations in this section, any unused floating holidays accrued through June 30, 2018 may be
8 carried over to be used in fiscal year 2018-19.

9 Floating holidays are to be scheduled per mutual agreement, based on operational
10 needs of the department.

11

12 SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED

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

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

23

24

25

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

3 A. 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 allowed another
5 day off if a holiday falls on one of their regularly scheduled days off.

6 B. Employees whose holidays are changed because of shift rotations shall be
7 allowed another day off if a legal holiday falls on one of their days off.

8 C. Employees required to work on a holiday that falls on a Saturday or Sunday
9 shall receive holiday compensation for work on that day. Holiday compensation shall not then
10 be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday
11 following a Sunday holiday.

12 D. Sections (B) and (C) above shall apply to part-time employees on a pro-rata
13 basis. If the provisions of this section deprive an employee of the same number of legal
14 holidays that an employee receives who works Monday through Friday, the employee shall be
15 granted additional days off to equal such number of holidays. The designation of such days off
16 shall be by mutual agreement of the employee and the appropriate employer representative.
17 Such days off must be taken within the fiscal year. In no event shall the provisions of this
18 section result in the employee receiving more or less holidays than an employee on a Monday
19 through Friday work schedule.

20
21 SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

25

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

8
9 SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

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

1 SECTION 22. IN-LIEU HOLIDAYS

2 A. Requests for in-lieu holidays shall be made to the appropriate management
3 representative within thirty (30) days after the holiday is earned and must be taken within the
4 fiscal year.

5 B. In-lieu holidays will be assigned by the Appointing Officer if not scheduled in
6 accordance with the procedures described herein.

7 C. An in-lieu holiday can be carried over into the next fiscal year only with the
8 written approval of the Appointing Officer.

9

10 SECTION 23. PROBATIONARY PERIODS

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

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

16

17 SECTION 24. HEALTH AND WELFARE

18 The City's contribution to employee health, dental, and other insurance benefits will be
19 equivalent to those offered to members of the City's bargaining units #32.

20 In addition, employees who are Health Services System members are eligible for one
21 (1) annual VDT examination and prescribed eyewear.

22

23 SECTION 25. RETIREMENT CONTRIBUTION

24 Employees in classifications covered by this Ordinance shall pay their own employee
25 retirement contributions as set forth in the San Francisco Charter.

1 The parties acknowledge that the San Francisco Charter establishes the levels, terms
2 and conditions of retirement benefits for members of the San Francisco City and County
3 Employees Retirement System (“SFERS”). The fact that the Ordinance does not specify that
4 a certain item of compensation is excluded from retirement benefits does not and should not
5 be construed to mean that SFERS includes the compensation when calculating retirement
6 benefits.

7

8 SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

9 Subject to development, availability, and scheduling by SFERS, employees shall be
10 allowed not more than one (1) day to attend a pre-retirement planning seminar sponsored by
11 SFERS.

12 Employees must provide at least two (2) weeks advance notice of their desire to attend
13 a retirement planning seminar to the appropriate supervisor. An employee who has timely
14 requested release time shall be released from work to attend the seminar unless staffing
15 requirements or other department exigencies require the employee’s attendance at work on
16 the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

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

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

19

20 SECTION 27. WORKER’S COMPENSATION AND RETURN TO WORK

21 The City will make a good faith effort to return employees who have sustained an
22 occupational injury or illness to temporary modified duty within the employee’s medical
23 restriction. Duties of the modified assignment may differ from the employee’s regular job
24 duties or from job duties regularly assigned to employees in the injured employee’s job code.
25 Where appropriate modified duty is not available within the employee’s job code, on the

1 employee's regular shift, and in the employee's department, the employee may be temporarily
2 assigned pursuant to this section to work in another job code, on a different shift, and/or in
3 another department, subject to the approval of the Appointing Officer. The decision to provide
4 modified duty and/or the impact of such decisions shall not be subject to grievance or
5 arbitration. Modified duty assignments may not exceed three (3) months. An employee
6 assigned to a modified duty assignment shall receive his or her regular base rate of pay and
7 shall not be eligible for any other additional compensation (premiums) or out of class
8 assignment pay as may be provided under this Ordinance.

9 An employee who is absent because of an industrial disability and who is receiving
10 Temporary Disability, Vocational Rehabilitation Maintenance Allowance, or State Disability
11 Insurance, may request to supplement the amount of disability indemnity payment with salary
12 to be charged against the employee's accumulated unused sick leave with pay credit balance,
13 CTO, vacation, or other paid leave as available, so as to equal the normal salary the
14 employee would have earned for the regular work schedule. Use of CTO for this purpose
15 requires approval from the employee's Appointing Officer.

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

22 Employee supplementation of worker's compensation payments to equal the full salary
23 the employee would have earned for the regular work schedule in effect when the worker's
24 compensation leave began shall be drawn only from an employee's paid leave credits
25

1 including vacation, sick leave, or other paid leave as available. An employee returning from
2 disability leave will accrue sick leave at the regular rate and not an accelerated rate.

3 Salary may be paid on regular time-rolls and charged against the employee’s sick
4 leave with pay, vacation, or CTO credit balance during any period before the determination of
5 eligibility for disability indemnity payment without requiring a signed option by the employee.
6 Sick leave with pay, vacation, or CTO credits shall be used to supplement disability indemnity
7 pay at the minimum rate of one (1) hour units.

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

10
11 SECTION 28. STATE DISABILITY INSURANCE COVERAGE

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

16
17 SECTION 29. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION
18 STATUTES

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

23 A complaint of discrimination may, at the option of the employee, be processed through
24 the grievance procedure of this Ordinance, or through the applicable Civil Service rules, the
25 City Administrative Code, and federal and state law. If the employee elects to pursue

1 remedies for discrimination complaints outside the procedure of this Ordinance, that election
2 shall constitute a waiver of the right to pursue that complaint through the grievance process
3 under this Ordinance. To the extent permissible by law, if there is an election to pursue the
4 complaint through the grievance process under this Ordinance, that election shall constitute a
5 waiver of the right to pursue the complaint in other forums and the employee shall be required
6 to execute a written acknowledgement of the waiver in a form approved by the City Attorney.
7

8 SECTION 30. TUITION REIMBURSEMENT

9 The City will allocate \$30,000 for the Tuition Reimbursement Program for employees
10 covered by this Ordinance. Employees covered by this Ordinance may be reimbursed up to a
11 maximum of \$2,500 for tuition, registration fees, books and other materials for internal or
12 external training programs that will enhance the employee’s work skills, professional
13 conferences, professional association memberships and desired licenses relevant to the
14 employee’s current classification. Tuition reimbursement must be approved by the employee’s
15 Appointing Officer and be in accordance with procedures determined by the Human
16 Resources Director.

17 Subject to approval by the Appointing Officer and to the extent funds are available,
18 employees may utilize up to \$1,000 of the funds available to them under this section to pay for
19 the cost of reasonable and necessary travel and lodging for approved training. Travel
20 reimbursement rates shall be as specified in the Controller’s current travel policy.

21 In addition, subject to the approval of the Appointing Officer, an employee may also be
22 reimbursed up to \$1,000 of the maximum funds available to them for the purchase of
23 handheld electronic devices (e.g. smartphones, tablets), laptop computers, professional
24 software, and books and subscriptions for use in the performance of their City duties. Tuition
25

1 reimbursement must be approved by the employee's Appointing Officer and be in accordance
2 with procedures determined by the Human Resources Director.

3
4 SECTION 31. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR
5 REGISTRATIONS

6 When a certificate, license or registration is required by the Civil Service Commission
7 as a minimum qualification for City employment in a position covered by this Ordinance, the
8 City will reimburse the employee for the amount of the mandatory fee for the renewal of such
9 certificate, license or registration.

10
11 SECTION 32. BAR DUES

12 Full-time permanent exempt employees covered by this Ordinance who, as a condition
13 of employment, are required to be a member of the California State Bar shall be reimbursed
14 for annual mandatory minimum California State Bar dues.

15
16 SECTION 33. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

17 Employees covered by this Ordinance shall be on paid status when assigned to attend
18 required educational programs scheduled during normal working hours.

19
20 SECTION 34. LIFE INSURANCE

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

1 SECTION 35. 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 by
4 and authorized by the Appointing Officer.

5
6 SECTION 36. PARENTAL LEAVE

7 Upon proper advance notification, employees covered by this Ordinance may be
8 granted up to forty (40) hours parental leave per fiscal year, four (4) hours of which will be
9 paid leave to participate in the activities of a school or licensed child day care facility of any of
10 the employee’s children. An employee may take two (2) hours of paid leave between July 1 to
11 December 31, and another two (2) hours paid leave from January 1 to June 30. In addition,
12 parental leave shall not exceed eight (8) hours in any calendar month of the year.

13 In order to qualify for parental leave, the employee must give reasonable notice to his
14 or her immediate supervisor before taking the time off. The employee must provide written
15 verification from the school or licensed child day care facility that he/she participated in
16 school/child care related activities on a specific date and at a particular time, if requested by
17 management. The employee may utilize either existing vacation, CTO, or personal (unpaid)
18 leave to account for absences qualifying for parental leave after he or she has used the paid
19 leave hours as provided above. If both of the child’s parents are employed by the City at the
20 same worksite, the entitlement to a planned absence on parental leave applies only to the
21 parent who first gives notice.

22 Denial of parental leave under this section is not subject to the grievance process.
23
24
25

1 SECTION 37. MILEAGE REIMBURSEMENT

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

4
5 SECTION 38. GRIEVANCE PROCEDURE

6 A. Definition:

7 A grievance shall be defined as any dispute that involves the interpretation or
8 application of this Ordinance. The grievance must state the circumstances about which the
9 grievant claims to be aggrieved, the section(s) of the Ordinance that the grievant believes
10 were violated, and the remedy or solution sought by the grievant.

11 B. General Provisions:

12 In no event shall a grievance include a claim for money relief for more than a thirty (30)
13 working day period before the grievant initiated the grievance.

14 If the supervisor or Appointing Officer fails to respond within the required time limits
15 specified in paragraph C below, the grievant may then present the grievance in writing to the
16 next higher step. If the grievant fails to present the grievance to the next higher step within
17 the required time limits, then the grievance is considered withdrawn.

18 The parties may extend the time limits set forth in this grievance procedure by mutual
19 written agreement.

20 Any deadline date under this section that falls on a Saturday, Sunday or a legal holiday
21 listed in Section 16 shall be continued to the next business day.

1 C. 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 assigns,
5 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 further.
8 The employee shall submit a written statement of the grievance to the immediate supervisor
9 within fifteen (15) calendar days of the facts or event giving rise to the grievance or within
10 fifteen (15) calendar days from such time as the employee should have known of the
11 occurrence thereof. The discussion with the supervisor described in the preceding paragraph
12 does not extend the time to submit the written grievance.

13 The immediate supervisor will make every effort to arrive at a prompt resolution by
14 investigating the issue. He or she shall respond within ten (10) calendar days.

15 Step II Department Head or Designee

16 If the employee is not satisfied with the decision rendered at Step 1, the employee shall
17 submit the grievance in writing to the department head or designee within fifteen (15) calendar
18 days of receiving notification of the Step 1 decision or the due date for the Step 1 decision.
19 The grievance shall include a specific description of the basis for the claim, the Ordinance
20 section(s) believed violated and the resolution desired, and an explanation of why the Step I
21 response is insufficient. The parties shall meet within fifteen (15) calendar days, unless a
22 mutually agreed upon alternative is established. The Appointing Officer shall, within fifteen
23 (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the
24 date the meeting is held, whichever comes later, respond in writing to the grievance,
25 specifying his or her reason(s) for concurring with or denying the grievance.

1 Step III Director, Employee Relations Division

2 If the employee is not satisfied with the decision of the Appointing Officers, the
3 employee shall submit the grievance to the Employee Relations Director within fifteen (15)
4 calendar days after receipt of the Appointing Officer’s decision or the date that decision was
5 due. The employee shall state why the Step II response is insufficient.

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

10
11 SECTION 39. PAPERLESS PAY POLICY

12 A. The Citywide Paperless Pay Policy will apply to all employees covered by this
13 Ordinance.

14 B. Under the policy, all employees shall be able to access their pay advices
15 electronically, and print them in a confidential manner. Employees without computer access
16 shall be able to receive hard copies of their pay advices through their payroll offices upon
17 request.

18 C. Under the policy, all employees (regardless of start date) will have two options for
19 receiving pay: direct deposit or pre-loaded bank card.

20
21 SECTION 40. SUBSTANCE ABUSE PREVENTION POLICY

22 All employees covered by this Ordinance shall be subject to post-accident testing as
23 defined in the City’s Substance Abuse Prevention Policy (“SAPP”). All employees covered by
24 this Ordinance who perform safety-sensitive functions as defined by the SAPP shall be
25

1 subject to reasonable suspicion testing as defined in the SAPP. The City's SAPP is posted on
2 the Department of Human Resources website.

3
4 SECTION 41. SAVINGS CLAUSE

5 If a court of competent jurisdiction rules that any provision of this Ordinance is invalid,
6 that ruling shall not invalidate the remaining provisions, which shall remain in full force and
7 effect for the duration of this Ordinance.

8
9 SECTION 42. EFFECTIVE AND OPERATIVE DATES. This Ordinance shall become
10 effective upon enactment, and shall become operative on July 1, 2018. Enactment occurs
11 when the Mayor signs the Ordinance, the Mayor returns the Ordinance unsigned or does not
12 sign the Ordinance within ten days of receiving it, or the Board of Supervisors overrides the
13 Mayor's veto of the Ordinance.

14
15 APPROVED AS TO FORM:
16 DENNIS J. HERRERA, City Attorney

17 By: _____
18 KATHARINE HOBIN PORTER
19 Deputy City Attorney

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