

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller
Micki Callahan, Director, Department of Human Resources

FROM: Erica Major, Assistant Clerk, Government Audit and Oversight Committee
Board of Supervisors

DATE: May 23, 2016

SUBJECT: LEGISLATION INTRODUCED - MOUs

The Board of Supervisors' Government Audit and Oversight Committee has received the following legislation, which is being referred to your department for review and report.

File No. 160547

Ordinance adopting and implementing Amendment No. 1 to the FYs 2014-2017 Memorandum of Understanding between the City and County of San Francisco and International Federation of Professional and Technical Engineers, Local 21 by implementing specified terms and conditions of employment for FYs 2016-2017.

File No. 160548

Ordinance adopting and implementing Amendment No. 1 to the FYs 2014-2017 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, by implementing specified terms and conditions of employment for FYs 2016-2017.

File No. 160549

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and, methods of payment, effective July 1, 2016.

These matters are anticipated to be heard in Committee on **Thursday, June 16, 2016**.

Please submit your reports to myself at the Clerk of the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Todd Rydstrom, Office of the Controller
 Andrew Murrell, Office of the Controller
 Susan Gard, Department of Human Resources
 Lawanna Preston, Department of Human Resources
 Lucy Chu, Department of Human Resources

1 [Memorandum of Understanding - International Federation of Professional and Technical
2 Engineers, Local 21]

3 **Ordinance adopting and implementing Amendment No. 1 to the FYs 2014-2017**

4 **Memorandum of Understanding between the City and County of San Francisco and**
5 **International Federation of Professional and Technical Engineers, Local 21 by**
6 **implementing specified terms and conditions of employment for FYs 2016-2017.**

7

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 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 1
16 to the 2014-2017 Memorandum of Understanding between the City and County of San
17 Francisco and International Federation of Professional and Technical Engineers, Local 21 by
18 implementing specified terms and conditions of employment for FYs 2016-2017.

19

20 Amendment No. 1 to the 2014-2017 Memorandum of Understanding so implemented is
21 on file with the Clerk of the Board of Supervisors in Board File No. 160547.

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1 APPROVED AS TO FORM:
2 DENNIS J. HERRERA, City Attorney

3 By: 
4 KATHARINE HOBIN PORTER
5 Chief Labor Attorney
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1 [Memorandum of Understanding - Service Employees International Union, Local 1021]

2

3 **Ordinance adopting and implementing Amendment No. 1 to the FYs 2014-2017**

4 **Memorandum of Understanding between the City and County of San Francisco and**
5 **Service Employees International Union, Local 1021, by implementing specified terms**
6 **and conditions of employment for FYs 2016-2017.**

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16 to the 2014-2017 Memorandum of Understanding between the City and County of San
17 Francisco and Service Employees International Union, Local 1021 by implementing specified
18 terms and conditions of employment for FYs 2016-2017.

19

20 Amendment No. 1 to the 2014-2017 Memorandum of Understanding so implemented is
21 on file with the Clerk of the Board of Supervisors in Board File No. 160548.

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1 APPROVED AS TO FORM:
2 DENNIS J. HERRERA, City Attorney

3 By:



4 KATHARINE HOBIN PORTER
5 Chief Labor Attorney

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1 [Compensation for Unrepresented Employees]

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3 **Ordinance fixing compensation for persons employed by the City and County of San**
4 **Francisco whose compensation is subject to the provisions of Charter, Section A8.409,**
5 **in job codes not represented by an employee organization, and establishing working**
6 **schedules and other terms and conditions of employment and, methods of payment,**
7 **effective July 1, 2016.**

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13 **Asterisks (* * * *)** indicate the omission of unchanged Code
14 subsections or parts of tables.

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

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

19 Unless specifically noted, the following provisions are applicable to all employees
20 covered by this Ordinance, which includes Miscellaneous Unrepresented employees and
21 Management Unrepresented employees. For informational purposes, a list of job codes
22 designated as Miscellaneous Unrepresented and Management Unrepresented is on file with
23 the Clerk of the Board of Supervisors in Board File No. 160549.

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 pursuant to
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 rate for job codes covered by this Ordinance for fiscal year 2016-2017
14 shall be increased as follows:

15 Effective July 1, 2016: 3.25%

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 also be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the
23 range for this classification at which an employee may be placed upon the approval of the
24 Employee Relations Director. Such placement is contingent upon the Employee Relations
25

1 Director's designation of the employee as the City's principal representative for a major
2 employee group.

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

9 The 1293 – Human Resources Director Classification's Pay Plan shall be the
10 same range of pay as the 0964 – Department Head IV Classification.

11 C. The 1682 – Controller Classification's Pay Plan shall be the same range of pay
12 as the 0965 – Department Head V Classification.

13 D. All base wage calculations shall be rounded to the nearest salary schedule.
14

15 SECTION 3. INTERNAL ADJUSTMENT PROCESS

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

20 A. Standards

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

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

1 2. There is an ongoing and demonstrable recruitment and/or retention problem;
2 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. The Appointing Officer or designee assigns duties to employees covered by this
16 Ordinance. Employees assigned by the Appointing Officer or designee to perform the full
17 range of essential functions of a position in a higher job code shall receive compensation at a
18 higher salary if all of the following conditions are met:

19 1. The assignment shall be in writing with copies to the Department of Human
20 Resources and Controller.

21 2. The assignment shall conform to all Civil Service Commission Rules, policies
22 and procedures.

23 3. The position to which the employee is assigned must be a budgeted position.
24
25

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

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

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

12

13 SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

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

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

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

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

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

10 F. The adjustment of the compensation grade of the supervisor shall not exceed
11 5% over the compensation, exclusive of extra pay, of the employee supervised. If the
12 application of this section adjusts the compensation grade of an employee in excess of his/her
13 immediate supervisor, whose job code is also covered by this Ordinance the pay of such
14 immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base
15 rate of his/her highest paid subordinate, provided that the other applicable conditions of this
16 section are also met.

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

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

1 I. The Human Resources Department shall review any changes in the conditions
2 or circumstances that were and are relevant to the request for salary adjustment under this
3 section.

4
5 SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED
6 EMPLOYEES)

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

13 B. In addition to paragraph (A), when an exempt employee covered by this
14 Ordinance is involuntarily removed or released from employment, the employee shall also
15 receive one week's severance pay for each full year worked, up to a maximum of 26 weeks, in
16 exchange for a release signed by the employee of any and all claims arising out of
17 employee's employment or termination of that employment (including claims arising under this
18 Ordinance) that the employee may have against the City including any officer or employee
19 thereof. This release shall be in a form acceptable to the City and shall include a waiver of
20 any rights the employee may have to return to City employment (e.g., holdover roster), a
21 waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age
22 Discrimination in Employment Act. The release shall exclude the right to grieve the proper
23 amount of notice or severance pay due under this section.

24 C. In the event an exempt employee covered by this Ordinance is involuntarily
25 returned to a permanent job code, that employee may elect to separate from City service and

1 shall receive one week's severance pay for each full year worked, up to a maximum of 26
2 weeks, in exchange for a release signed by the employee of any and all claims arising out of
3 employee's employment or termination of that employment (including claims arising under this
4 Ordinance) that the employee may have against the City including any officer or employee
5 thereof. This release shall be in a form acceptable to the City and shall include a waiver of
6 any rights the employee may have to return to City employment (e.g., holdover roster), a
7 waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age
8 Discrimination in Employment Act. The release shall exclude the right to grieve the proper
9 amount of notice or severance pay due under this section.

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

14 E. Released employees must elect severance within thirty (30) days of notice of
15 involuntary separation/release.

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

1 SECTION 7. BILINGUAL PAY

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

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

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

12
13 SECTION 8. PREMIUM PAY

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

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

19
20 SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

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

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

8 9 SECTION 10. METHODS OF CALCULATION

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

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

18 19 SECTION 11. WORK SCHEDULES

20 A. REGULAR WORK SCHEDULES

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

23 2. Regular Work Week. The Appointing Officer shall determine the work schedule
24 for employees in his/her department. A regular workweek is a tour of duty of five (5) worked
25 days within a seven (7) day period. However, employees who are moving from one shift or

1 one work schedule to another may be required to work in excess of five (5) working days in
2 conjunction with changes in their work shifts or schedules.

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

13 B. NIGHT DUTY

14 Employees, exclusive of employees in job codes that are exempt from the Fair Labor
15 Standards Act, who, as part of their regularly scheduled work shift, are required to work any
16 hours between 5:00 p.m. and 7:00 a.m. shall receive a premium of 8½ % per hour in addition
17 to their straight time hourly base rate of pay for any and all hours worked between 5:00 p.m.
18 and 7:00 a.m. Excluded from this provision are those employees who participate in an
19 authorized flex-time program where the work shift includes hours to be worked between the
20 hours of 5:00 p.m. and 7:00 a.m. Day shift employees assigned to work during the night duty
21 premium hours are not eligible for night duty premium. Payment of this premium shall be
22 made for actual hours worked.

23 C. ALTERNATE WORK SCHEDULES

24 The Appointing Officer may enter into cost equivalent alternate work schedules for
25 some or all employees covered by this Ordinance. Such alternate work schedules may

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

5 D. VOLUNTARY REDUCED WORK WEEK

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

10
11 SECTION 12. STANDBY PAY AND PAGER PAY

12 Employees who, as part of the duties of their positions are required by the
13 Appointing Officer to standby when normally off duty to be instantly available to be called in
14 for immediate emergency service for the performance of their regular duties, shall be paid ten
15 percent (10%) of their regular straight time rate of pay for the period of such standby service
16 when outfitted by the department with an electronic paging device and/or cell phone. When
17 such employees are called to perform their regular duties in emergencies during the period of
18 such standby service, they shall be paid while engaged in such emergency service the usual
19 rate of pay for such service.

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

22
23 SECTION 13. CALL BACK

24 Except for employees at remote locations where City supplied housing has been
25 offered, or who are otherwise being compensated, an employee who is called back to his or

1 her work location following the completion of his/her work day and departure from his/her
2 place of employment shall be granted a minimum of four (4) hours pay at the applicable rate
3 or shall be paid for all hours actually worked at the applicable rate, whichever is greater. This
4 section shall not apply to employees who are called back to duty when on stand-by status.

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

7 8 SECTION 14. OVERTIME COMPENSATION

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

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

22 C. Only legal holidays, listed in Section 16 ("Holidays"), shall count as hours
23 worked for the purposes of computing overtime.

24 D. Employees in non-"Z" designated job codes who are required to work overtime
25 shall be paid at a rate of one and one-half times their regular base rate. An employee may

1 elect to accrue Compensatory Time Off (“CTO”) in lieu of overtime, provided that the
2 Appointing Officer approves that election. In no instance may an employee accrue more than
3 one hundred sixty (160) hours of CTO. A non-“Z” classified employee who is appointed to a
4 position in another department shall have his or her entire CTO balance paid out at the rate of
5 the underlying classification prior to appointment. A non-“Z” classified employee who is
6 appointed to a position in a higher, non-“Z” designated classification or who is appointed to a
7 position in a “Z” designated classification shall have his or her entire CTO balance paid out at
8 the rate of the lower classification prior to promotion.

9 E. Employees in job codes designated by a "Z" symbol shall not be paid for
10 overtime worked but may earn CTO at the rate of one hour for each hour worked in excess of
11 40 hour/week. The maximum amount of CTO that may be accrued is one hundred sixty (160)
12 hours. In lieu of accruing CTO during the fiscal year, unrepresented department heads, the
13 1283 Director of Employee Relations and employees in AB44 Confidential Chief Attorney II
14 shall have the same executive leave benefit applicable to employees in job codes assigned to
15 the EM Unit. In lieu of accruing CTO during the fiscal year, employees in the 1282 Manager
16 Employee Relations classification shall have the same administrative leave benefit applicable
17 to employees in job codes assigned to the M Unit.

18

19 SECTION 15. FAIR LABOR STANDARDS ACT

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

1 SECTION 16. HOLIDAYS

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

5 January 1 (New Year's Day)

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

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

8 the last Monday in May (Memorial Day)

9 July 4 (Independence Day)

10 the first Monday in September (Labor Day)

11 the second Monday in October (Columbus Day)

12 November 11 (Veteran's Day)

13 Thanksgiving Day

14 the day after Thanksgiving

15 December 25 (Christmas Day)

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

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

21 For those employees assigned to a work week of Monday through Friday, and in the
22 event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday;
23 provided, however, that except where the Governor declares that such preceding Friday shall
24 be a legal holiday, each department head shall make provision for the staffing of public offices
25 under his/her jurisdiction on such preceding Friday so that said public offices may serve the

1 public as provided in the Administrative Code Section 16.4. Those employees who work on a
2 Friday that is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a
3 day off in lieu thereof as scheduled by the Appointing Officer in the current fiscal year. The
4 City shall provide one week's advance notice to employees scheduled to work on the
5 observed holiday, except in cases of unforeseen operational needs.

6 The City shall accommodate religious belief or observance of employees as required
7 by law.

8 Employees are entitled to five (5) floating holidays totaling forty (40) hours (pro-rated
9 for eligible part-time employees), in each fiscal year to be taken on days selected by the
10 employee subject to prior scheduling approval of the Appointing Officer. Employees (both full-
11 time and part-time) must complete six (6) months continuous service to establish initial
12 eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal
13 basis shall not receive floating holidays. Floating holidays may be taken in hourly increments
14 up to and including the number of hours contained in the employee's regular shift. Floating
15 holidays may be carried forward from one fiscal year to the next. The number of floating
16 holidays carried forward to a succeeding fiscal year may not exceed the total number of
17 floating holidays received in the previous fiscal year. No compensation of any kind shall be
18 earned or granted for floating holidays not taken. Employees who have established initial
19 eligibility for floating holidays and subsequently separate from City employment, may, at the
20 sole discretion of the Appointing Officer, be granted to take off those floating holiday(s) to
21 which the separating employee was eligible and had not yet taken off. Notwithstanding other
22 limitations in this section, any unused floating holidays accrued through June 30, 2016 may be
23 carried over to be used in fiscal year 2016-17.

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

1 SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED

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

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

12
13 SECTION 18. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER
14 THAN MONDAY THROUGH FRIDAY

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

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

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

24 D. Sections (B) and (C) above shall apply to part-time employees on a pro-rata
25 basis. If the provisions of this section deprive an employee of the same number of legal

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

7
8 **SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF**

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

12
13 **SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION**

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

20
21 **SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**

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

24 Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in
25 a bi-weekly pay period, therefore, part-time employees, as defined in the immediately

1 preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours
2 regularly worked in a bi-weekly pay period. Holiday time off shall be determined by
3 calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period
4 immediately preceding the pay period in which the holiday falls. The computation of holiday
5 time off shall be rounded to the nearest hour.

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

9
10 SECTION 22. IN-LIEU HOLIDAYS

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

14 B. In-lieu holidays will be assigned by the Appointing Officer or designee if not
15 scheduled in accordance with the procedures described herein.

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

18
19 SECTION 23. PROBATIONARY PERIODS

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

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

1 SECTION 24. HEALTH AND WELFARE

2 A. MISCELLANEOUS UNIT (001)

3 Effective through July 1 2016 through December 31, 2016, for members of the
4 miscellaneous unit (001), the City's contribution to employee health, dental, and other
5 insurance benefits will be equivalent to those offered to members of the City's bargaining units
6 #7 and #8. Effective January 1, 2017, for members of the miscellaneous unit (001), the City's
7 contribution to employee health, dental, and other insurance benefits will be equivalent to
8 those offered to members of the City's bargaining units #32.

9 B. MANAGEMENT UNIT (002)

10 As to the members of the management unit (002), health, dental, and other insurance
11 benefits, including flexible spending ("cafeteria") benefits, will be equivalent to those offered to
12 members of the City's bargaining unit #32.

13 C. VDT EXAMINATION

14 Employees who are Health Services System members are eligible for one (1) annual
15 VDT examination and prescribed eyewear.

16
17 SECTION 25. RETIREMENT CONTRIBUTION

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

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

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SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

Subject to development, availability and scheduling by SFERS and the California Public Employees Retirement System (“CalPERS”), employees shall be allowed not more than one (1) day to attend a pre-retirement planning seminar sponsored by SFERS or CalPERS.

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

All such seminars must be located within the Bay Area.

This section shall not be subject to the grievance procedure.

SECTION 27. WORKER’S COMPENSATION AND RETURN TO WORK

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

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

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

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

17 Employee supplementation of worker's 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 worker's compensation leave shall be drawn only from an employee's
20 paid leave credits including vacation, sick leave balance, or other paid leave as available. An
21 employee returning from disability leave will accrue sick leave at the regular rate and not an
22 accelerated rate.

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

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

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

5 6 SECTION 28. STATE DISABILITY INSURANCE COVERAGE

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

11 12 SECTION 29. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION 13 STATUTES

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

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

1 waiver of the right to pursue the complaint in other forums and the employee shall be required
2 to execute a written acknowledgement of the waiver in a form approved by the City Attorney.

3 4 SECTION 30. TUITION REIMBURSEMENT

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

13 Subject to approval by the Appointing Officer or designee and to the extent funds are
14 available, employees may utilize up to \$1,000 of the funds available to them under this section
15 to pay for the cost of reasonable and necessary travel and lodging for approved training.
16 Travel reimbursement rates shall be as specified in the Controller's travel policy memo;
17 however, a \$50 per diem will be allowed for meals required when on travel status for
18 approved training.

19 In addition, subject to the approval of the employee's Appointing Officer, an employee
20 may also be reimbursed up to \$1,000 of the maximum funds available to them for the
21 purchase of handheld electronic devices (e.g. smartphones, tablets), laptop computers,
22 professional software, and books and subscriptions for use in the performance of their City
23 duties. Tuition reimbursement must be approved by the employee's Appointing Officer and be
24 in accordance with procedures determined by the Human Resources Director.

1 SECTION 31. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR
2 REGISTRATIONS

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

7
8 SECTION 32. BAR DUES

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

12
13 SECTION 33. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

16
17 SECTION 34. LIFE INSURANCE

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

21
22 SECTION 35. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

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

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SECTION 36. LONG TERM DISABILITY

Effective July 1 2016 through December 31, 2016, the City, at its own cost, shall provide to Miscellaneous Unrepresented Employees a Long Term Disability (“LTD”) benefit that provides, after a one hundred and eighty (180) day elimination period, sixty percent salary (60%) (subject to integration) up to age sixty-five (65). Employees who are receiving or who are eligible to receive LTD shall be eligible to participate in the City’s Catastrophic Illness Program only to the extent allowed for in the ordinance governing such program.

SECTION 37. PARENTAL LEAVE

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

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

1 Denial of parental leave under this section is not subject to the grievance process.

2
3 SECTION 38. MILEAGE REIMBURSEMENT

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

6
7 SECTION 39. GRIEVANCE PROCEDURE

8 A. Definition:

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

13 B. General Provisions:

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

16 If the supervisor or Appointing Officer fails to respond within the required time limits
17 specified in paragraph C below, the grievant may then present the grievance in writing to the
18 next higher step. If the grievant fails to present the grievance to the next higher step within
19 the required time limits, then the grievance will be considered to be resolved.

20 The time limits set forth in this grievance procedure may be extended by mutual
21 agreement between the parties.

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

24 C. Procedure:

25 Step I Immediate Supervisor

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

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

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

12 Step II Department Head or Designee

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

22 Step III Director, Employee Relations Division

23 If the employee is not satisfied with the decision of the department head or designee,
24 the employee shall submit the grievance to the Employee Relations Director within fifteen (15)
25 calendar days after receipt of the department's decision.

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

5 6 SECTION 40. PAPERLESS PAY POLICY

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

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

13 C. Under the policy, all employees (regardless of start date) will have two options for
14 receiving pay: direct deposit or bank card.

15 16 SECTION 41. SUBSTANCE ABUSE PREVENTION POLICY

17 All employees covered by this Ordinance shall be subject to post-accident testing as
18 defined in the City's Substance Abuse Prevention Policy ("SAPP"). All employees covered by
19 this Ordinance who perform safety-sensitive functions as defined by the SAPP shall be
20 subject to reasonable suspicion testing as defined in the SAPP. The City's SAPP is posted on
21 the Department of Human Resources website.

22 23 SECTION 42. SAVINGS CLAUSE

24 Should any part hereof or any provision herein be declared invalid by any decree of
25 court of competent jurisdiction, such invalidation of such part or portion of this Ordinance shall

1 not invalidate the remaining portions hereof and the remaining portions hereof shall remain in
2 full force and effect for the duration of this Ordinance.

3 Recodifications may have rendered the references to specific Civil Service Rules and
4 Charter sections contained herein incorrect. Such terms will be read as if they accurately
5 referenced the same sections in their newly codified form as of July 1, 2016.
6

7 SECTION 43. EFFECTIVE AND OPERATIVE DATES. This ordinance shall become
8 effective upon enactment, and shall become operative on July 1, 2016. Enactment occurs
9 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not
10 sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the
11 Mayor's veto of the ordinance.

12 APPROVED AS TO FORM:
13 DENNIS J. HERRERA, City Attorney

14 By: 
15 KATHARINE HOBIN PORTER
16 Chief Labor Attorney

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