

1 [Unrepresented Employees]

2

3 Ordinance Fixing Compensation for persons employed by the City and County of San
4 Francisco whose compensations are subject to the provisions of Section A8.409 of the
5 Charter, in jobcodes not represented by an employee organization, and establishing
6 working schedules and conditions of employment and, methods of payment, effective
7 July 1, 2004.

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

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

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

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

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5 SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

6

7 A. All terms and conditions of employment not covered under this Ordinance shall continue

8 to be subject to the City's direction and control. Unless specifically addressed herein,

9 those terms and conditions of employment which are currently set forth in the Charter,

10 Administrative Code, Civil Service Rules, policies and procedures, shall apply to

11 employees covered by this ordinance.

12 B. Nothing in this Ordinance shall have application to changes of Civil Service rules and

13 matters subject to the exclusive jurisdiction of the Civil Service Commission pursuant to

14 Charter Section A8.409-3, unless specifically approved by the Civil Service Commission,

15 except as such changes may affect compensation.

16 SECTION 2. WAGE RATES

17 The wage rates for job codes covered by this Ordinance for fiscal year 2003-2004 shall remain

18 in effect for fiscal year 2004-2005.

19

20 SECTION 3. PROJECT MANAGERS

21 For fiscal year 2004-2005, the wage differential that existed in 1992-93 shall be re-established

22 between the Project Manager jobcodes and their related professional engineering jobcodes as follows:

23 5502 Project Manager I and 5206 Associate Civil Engineer

24 5504 Project Manager II and 5208 Civil Engineer

25

1 5506 Project Manager III and 5210 Senior Civil Engineer

2 5508 Project Manager IV and 5212 Principal Engineer

3 SECTION 4. INTERNAL ADJUSTMENT PROCESS

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

7 1. Standards

8 The following shall be the standards for internal adjustments for the wage rates for a
9 particular jobcode:

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

18 2. Internal Adjustment Cap

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

21 SECTION 5. ACTING ASSIGNMENT PAY

22 The Appointing Officer/designee assigns duties to employees covered by this Ordinance.
23 Employees assigned by the Appointing Officer/designee to perform the full range of essential functions
24

1 of a position in a higher jobcode shall receive compensation at a higher salary if all of the following
2 conditions are met:

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

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

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

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

11 a. If each of the above criteria are met and upon written approval by the Department
12 Head, an employee shall be paid one full salary step adjustment (approximately 5%)
13 but which does not exceed the maximum step of the salary grade of the jobcode to
14 which temporarily assigned. Premiums based on percent of salary shall be paid at a
15 rate which includes acting assignment pay.

16 b. Requests for classification or reclassification review shall not be governed by this
17 provision.

18 SECTION 6. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

21 (1) The supervisor, as part of the regular responsibilities of his/her jobcode, supervises,
22 directs, is accountable for and is in responsible charge of the work of a subordinate or
23 subordinates.
24
25

- 1 (2) The supervisor must actually supervise the technical content of subordinate work and
2 possess education and/or experience appropriate to the technical assignment.
- 3 (3) The organization is a permanent one approved by the Appointing Officer, Board or
4 Commission, where applicable, and is a matter of record based upon review and
5 investigation by the Department of Human Resources.
- 6 (4) The jobcodes of both the supervisor and the subordinate are appropriate to the
7 organization and have a normal, logical relationship to each other in terms of their
8 respective duties and levels of responsibility and accountability in the organization.
- 9 (5) The compensation grade of the supervisor is less than one full step (approximately 5%)
10 over the compensation grade, exclusive of extra pay, of the employee supervised. In
11 determining the compensation grade of a jobcode being paid a flat rate, the flat rate will be
12 converted to a bi-weekly rate and the compensation grade the top step of which is closest to
13 the flat rate so converted shall be deemed to be the compensation grade of the flat rate
14 jobcode.
- 15 (6) The adjustment of the compensation grade of the supervisor shall not exceed 5% over the
16 compensation, exclusive of extra pay, of the employee supervised. If the application of this
17 section adjusts the compensation grade of an employee in excess of his/her immediate
18 supervisor, whose jobcode is also covered by this Ordinance the pay of such immediate
19 supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of
20 his/her highest paid subordinate, provided that the other applicable conditions of this
21 section are also met.
- 22 (7) In no event will the Appointing Officer approve a supervisory salary adjustment in excess
23 of two (2) full steps (approximately 10%) over the supervisor's current basic compensation.
24 If in the following fiscal year a salary inequity continues to exist, the Appointing Officer
25

1 may again review the circumstances and may grant an additional salary adjustment not to
2 exceed two (2) full steps (approximately 10%).

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

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

8 SECTION 7. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED EMPLOYEES):
9

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

16
17 (2) In addition to paragraph (1.), when an exempt employee covered by this Ordinance is
18 involuntarily removed or released from employment with ten (10) or more years of
19 continuous City Service, the employee shall also receive one month's severance pay in
20 exchange for a release signed by the employee of any and all claims arising under this
21 Ordinance that the employee may have against the City including any officer or employee
22 thereof. This release shall also include a waiver of any rights the employee may have to
23 return to City employment e.g., holdover roster. This release does not effect claims or
24 rights an employee may have independent of this Ordinance such as those rights arising
25

under state or federal law.

1
2 (3) In the event an exempt employee covered by this Ordinance is involuntarily returned to a
3 permanent job code, that employee may elect to separate from City Service and shall
4 receive one month's severance pay in exchange for a release signed by the employee of
5 any and all claims arising under this Ordinance that the employee may have against the
6 City including any officer or employee thereof. This release shall also include a waiver
7 of any rights the employee may have to return to City employment e.g., holdover roster.
8 This release does not effect claims or rights an employee may have independent of this
9 Agreement such as those rights arising under state or federal law.

10
11
12 SECTION 8. BILINGUAL PAY

13 Unrepresented employees who are assigned by their Department to a position designated by
14 their Department as a "Bilingual Position", subject to approval by the Human Resources Department,
15 shall receive an additional \$35.00 in each pay period when bilingual duties are performed five (5)
16 hours or more in each week. A designated "Bilingual Position" is one in which the employee is
17 required to translate to and from a foreign language, or sign language as used by the deaf.

18
19 SECTION 9. PREMIUM PAY

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

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

1 SECTION 10. APPOINTMENT AND ADVANCEMENT

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

6 SECTION 11. METHODS OF CALCULATION

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

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

16 SECTION 12. WORK SCHEDULES

17 (1) REGULAR WORK SCHEDULES

18
19 a. Regular Work Day. Unless otherwise provided, a regular workday is a tour of duty
20 of eight (8) hours of work completed within not more than twenty-four (24) hours.

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

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

12 (2) NIGHT DUTY

13 Employees, exclusive of employees in jobcodes which are exempt from the Fair
14 Labor Standards Act, who, as part of their regularly scheduled work shift, are required
15 to work any hours between (five) 5:00 p.m. and (seven) 7:00 a.m. shall receive a
16 premium of 6¼% per hour in addition to their straight time hourly base rate of pay for
17 any and all hours worked between (five) 5:00 p.m. and (seven) 7:00 a.m. Excluded from
18 this provision are those employees who participate in an authorized flex-time program
19 where the work shift includes hours to be worked between the hours of (five) 5:00 p.m.
20 and (seven) 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
22 be made for actual hours worked.

1 (3) ALTERNATE WORK SCHEDULES

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

9 (4) VOLUNTARY REDUCED WORK WEEK

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

14 SECTION 13. STANDBY PAY AND PAGER PAY

15 Employees who, as part of the duties of their positions are required by the Appointing Officer to
16 standby when normally off duty to be instantly available to be called in for immediate emergency
17 service for the performance of their regular duties, shall be paid twenty-five (25) percent of their
18 regular straight time rate of pay for the period of such standby service, except that employees shall be
19 paid ten (10) percent of their regular straight time rate of pay for the period of such standby service
20 when outfitted by the department with an electronic paging device and/or cell phone. When such
21 employees are called to perform their regular duties in emergencies during the period of such standby
22 service, they shall be paid while engaged in such emergency service the usual rate of pay for such
23 service.
24
25

1 The provisions authorizing standby pay do not apply to jobcodes designated by a "Z" symbol.

2
3 SECTION 14. CALL BACK

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

10
11 Notwithstanding the general provisions of this section, call back pay shall not be allowed in
12 jobcodes designated by a "Z" symbol.

13 SECTION 15. OVERTIME COMPENSATION

14
15 (1) Subject to sub-paragraphs 2-4 below, the Appointing Officer may require employees to
16 work longer than the regular work day or the regular work week. Any time worked by
17 an employee with proper authorization, exclusive of part-time employees, in excess of
18 forty (40) hours actually worked during a regular work week shall be designated as
19 overtime and shall be compensated at one-and-one-half times the base hourly rate. For
20 the purposes of calculating overtime compensation, an employee's base hourly rate may
21 include certain premiums for those hours actually worked at the premium rate.

22
23 (2) Employees working in jobcodes that are designated as having a regular work week of
24 less than forty (40) hours shall not be entitled to overtime compensation for work
25 performed in excess of said specified regular hours until they exceed forty (40) hours

1 per week. Overtime shall be calculated and paid on the basis of the total number of
2 straight time hours actually worked in a week. Overtime compensation so earned shall
3 be computed subject to all the provisions and conditions set forth herein.

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

9 (4) Employees in jobcodes designated by a "Z" symbol shall not be paid for overtime
10 worked but may earn (CTO) at the rate of one hour for each hour worked in excess of 40
11 hour/week. The maximum amount of CTO that may be accrued is two hundred forty
12 (240) hours. In lieu of accruing CTO during the fiscal year, unrepresented department
13 heads and employees in AB44 Confidential Chief Attorney II shall have the same
14 administrative time off benefit applicable to employees in jobcodes assigned to the EM
15 Unit.

16
17 SECTION 16. FAIR LABOR STANDARDS ACT

18
19 To the extent that this Ordinance fails to afford employees the overtime or compensatory time
20 off benefits to which they are entitled under the Fair Labor Standards Act, this Ordinance authorizes
21 and directs all City Departments to ensure that their employees receive, at a minimum, such Fair Labor
22 Standards Act Benefits.

1 SECTION 17. HOLIDAYS

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

4 January 1 (New Year's Day)

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

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

7 the last Monday in May (Memorial Day)

8 July 4 (Independence Day)

9 the first Monday in September (Labor Day)

10 the second Monday in October (Columbus Day)

11 November 11 (Veteran's Day)

12 Thanksgiving Day

13 the day after Thanksgiving

14 December 25 (Christmas Day)

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

17
18 In addition, included shall be any day declared to be a holiday by proclamation of the Mayor
19 after such day has heretofore been declared a holiday by the Governor of the State of California or the
20 President of the United States.

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

22
23 Employees are entitled to four (4) additional floating days off to be taken on days selected by
24 the employee subject to prior scheduling approval of the Appointing Officer. Employees (both full-time
25 and part-time) must complete six (6) months continuous service to establish initial eligibility for the

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

7 For the duration of this Ordinance, employees shall receive five (5) additional floating holidays
8 in recognition of resuming payment of their retirement contributions. The floating holidays granted in
9 this paragraph shall be administered as set forth in the above paragraph.

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

20 SECTION 18. HOLIDAY COMPENSATION FOR TIME WORKED

21
22 Employees required by their respective Appointing Officer to work on any of the above-
23 specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on
24 Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-1/2)
25 the usual rate in the amount of twelve (12) hours pay for eight (8) hours worked or a proportionate

1 amount if less than eight (8) hours worked; provided, however, that at an employee's request and with
2 the approval of the Appointing Officer, an employee may be granted compensatory time off in lieu of
3 paid overtime.

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

7 SECTION 19. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN
8 MONDAY THROUGH FRIDAY

9
10 (1) Employees assigned to seven (7) day-operation departments or employees working a five
11 (5) day work week other than Monday through Friday shall be allowed another day off if a
12 holiday falls on one of their regularly scheduled days off.

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

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

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

20 If the provisions of this section deprive an employee of the same number of holidays that an
21 employee receives who works Monday through Friday, s/he shall be granted additional
22 days off to equal such number of holidays. The designation of such days off shall be by
23 mutual agreement of the employee and the appropriate employer representative. Such days
24 off must be taken within the fiscal year. In no event shall the provisions of this section
25

1 result in such employee receiving more or less holidays than an employee on a Monday
2 through Friday work schedule.

3 SECTION 20. HOLIDAY PAY FOR EMPLOYEES LAID OFF

4
5 An employee who is laid off at the close of business the day before a holiday who has worked
6 not less than five (5) previous consecutive workdays shall be paid for the holiday at their normal rate of
7 compensation.

8 SECTION 21. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

9
10 Persons employed for holiday work only, or persons employed on a part-time work schedule
11 which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent
12 part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or
13 project basis for less than six (6) months continuous service, or persons on leave without pay status
14 both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

15 SECTION 22. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

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

4 SECTION 23. IN-LIEU HOLIDAYS

5
6 (1) Requests for in-lieu holidays shall be made to the appropriate management representative
7 within thirty (30) days after the holiday is earned and must be taken within the fiscal year.

8 (2) In-lieu holidays will be assigned by the Appointing Officer or designee if not scheduled in
9 accordance with the procedures described herein.

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

12 SECTION 24. PROBATIONARY PERIODS

13 Probationary periods shall be defined and administered by the Civil Service Commission. All
14 permanent appointees shall serve a minimum of a six (6) month probationary period except that the
15 Human Resources Director may designate specific jobcodes which shall require up to a one (1) year
16 probationary period.

17
18 A probationary period may be extended by mutual written agreement between the employee and
19 the Appointing Officer.

20 SECTION 25. HEALTH AND WELFARE AND DENTAL COVERAGE

21
22 1. EMPLOYEE HEALTH CARE COVERAGE

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

1 2. DEPENDENT HEALTH CARE COVERAGE

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

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

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

15 3. DENTAL HEALTH CARE COVERAGE

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

17 SECTION 26. RETIREMENT CONTRIBUTION

18 For the duration of this Ordinance, employees shall pay their own retirement contributions in
19 an amount equal to 7.5% of covered gross salary.

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

3 SECTION 27. PRE-RETIREMENT PLANNING SEMINAR

4
5 Subject to development, availability and scheduling by SFERS and PERS, employees shall be
6 allowed not more than one (1) day to attend a pre-retirement planning seminar sponsored by SFERS or
7 PERS.

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

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

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

15 SECTION 28. WORKER'S COMPENSATION AND RETURN TO WORK

16
17 The City will make a good faith effort to return employees who have sustained an occupational
18 injury or illness to temporary modified duty within the employee's medical restriction. Duties of the
19 modified assignment may differ from the employee's regular job duties and/or from job duties regularly
20 assigned to employees in the injured employee's jobcode. Where appropriate modified duty is not
21 available within the employee's jobcode, on the employee's regular shift, and in the employee's
22 department, the employee may be temporarily assigned pursuant to this section to work in another
23 jobcode, on a different shift, and/or in another department, subject to the approval of the Appointing
24 Officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not
25 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 their regular base rate of pay and shall
2 not be eligible for any other additional compensation (premiums) and or out of jobcode assignment pay
3 as may be provided under this Ordinance.

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

11 An employee who wishes not to supplement, or who wishes to supplement with compensatory
12 time or 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 automatically
14 supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to
15 provide up to the employee's normal salary unless the employee makes an alternative election as
16 provided in this section.

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

23 Salary may be paid on regular time-rolls and charged against the employee's sick leave with
24 pay, vacation, or compensatory time 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 compensatory time credits shall be used to supplement
2 disability indemnity pay at the minimum rate of one (1) hour units.

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

5 SECTION 29. STATE DISABILITY INSURANCE (SDI) COVERAGE
6

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

11 SECTION 30. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION STATUTES
12

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

16 SECTION 31. TUITION REIMBURSEMENT
17

18 The City will allocate \$10,000 for the Tuition Reimbursement Program for employees covered by this
19 Ordinance. Employees shall not be reimbursed for more than \$700.00. Classes which will enhance an
20 employee's work skills shall be considered as qualifying for tuition reimbursement. Tuition
21 reimbursement must be approved by the employee's Appointing Officer and be in accordance with
22 procedures determined by the Human Resources Director.
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1 SECTION 37. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

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

5 SECTION 38. LONG TERM DISABILITY

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

12 SECTION 39. PARENTAL RELEASE TIME

13
14 Upon proper advance notification, covered employees may be granted up to forty (40) hours
15 Parental Leave for fiscal year 2004-2005 - four (4) hours of which will be paid leave to participate in
16 the activities of a school or licensed child day care facility of any of the employee's children. Parental
17 leave shall not exceed eight (8) hours in any calendar month of the year.

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

22 The employee may utilize either existing vacation, compensatory time off, or personal (unpaid)
23 leave to account for absences after the two (2) paid hours per semester have been used. If both of the
24
25

1 child's parents are employed by the City at the same worksite, the entitlement to a planned absence
2 applies only to the parent who first gives notice.

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

4 SECTION 40. MILEAGE REIMBURSEMENT

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

8 SECTION 41. PILOT WELLNESS PROGRAM

9 The City's pilot "wellness incentive program" to promote workforce attendance shall continue.

10 Any full-time employee leaving the employment of the City upon service or disability retirement
11 may receive payment of a portion of accrued sick leave credits at the time of separation.

12 The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick
13 leave credits at the time of separation times the number of whole years of continuous employment times
14 an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick
15 leave credits, as set forth under Civil Service Commission Rules, shall not be included in this
16 computation.

17 Example of Calculation:

18 Employee A retires with 20 years of service.

19 Employee A has a sick leave balance of 500 hours.

20 Employee A has a base salary rate of \$25.00 per hour at the time of separation.

21 Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%.

22 50% x 500 hours = 250 hours.

1 250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

2 The number of hours for which an employee may receive cash payments shall not
3 exceed one thousand forty (1040) hours, including any vested sick leave.

4 A wellness incentive bonus payment shall not be considered as part of an employee's
5 compensation for the purpose of computing retirement benefits.

6
7 SECTION 42. MUNICIPAL TRANSPORTATION AGENCY (MTA) INCENTIVE PROGRAMS

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

11
12 SECTION 43. GRIEVANCE PROCEDURE

13 Definition:

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

18 General Provisions:

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

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

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

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

5 Procedure:

6
7 Step I Immediate Supervisor

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

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

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

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

18 Step II Department Head/Designee

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

1 or within ten (10) calendar days of the date the meeting is held, whichever comes later, respond in
2 writing to the grievance, specifying his/her reason(s) for concurring with or denying the grievance.

3 Step III Director, Employee Relations Division

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

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

10 SECTION 44. SAVINGS CLAUSE

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

15 Recodifications may have rendered the references to specific Civil Service Rules and Charter
16 sections contained herein incorrect. Such terms will be read as if they accurately referenced the same
17 sections in their newly codified form as of July 1, 2004.
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This Ordinance shall be effective July 1, 2004.

APPROVED AS TO FORM:

DENNIS J. HERRERA, CITY ATTORNEY

By 

Linda M. Ross, Chief Labor Attorney

ATTACHMENT A

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

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

1229	Special Examiner	001
1942	Asst Materials Coordinator	001
2561	Optometrist	001
2576	Sprv Clinical Psychologist	001
2782	Laundry Superintendent	001
2966	Welfare Fraud Investigator	001
2967	Sup Welfare Fraud Investigator	001
3238	Dance Instructor	001
3246	Pianist	001
3438	Arborist Technician Supv II	001
3650	Medical Records Librarian	001
5502	Project Manager 1	001
5504	Project Manager 2	001
5506	Project Manager 3	001
8168	Parking Hearing Supervisor	001
8229	Assoc Dir of Museum Sec Svcs	001
8247	Emergency Planning Coordinator	001
8259	Criminalist I	001
8263	Crime Lab Mgr	001
8282	Sr Environ Control Off	001
8446	Court Alternative Specialist 1	001
9914	Public Service Aide-Admin	001
9916	Public Svc Aide-Public Works	001
9920	Publ Svc Aide-Asst to Prof	001
9922	PS Aide to Prof	001
AB27	Sctry, Comm on the Environment	001
AC34	Project Analyst	001
AC35	Bd/Comm Secretary 3	001
AC41	Operations Program Associate	001

1	AC42	Grants Finance Associate	001
	AC43	Grants Associate	001
2	AC44	Grant Funding Prgrm Associate	001
3	AC45	CIP Outreach Coordinator	001
	0881	Mayoral Staff I	002
4	0882	Mayoral Staff II	002
5	0883	Mayoral Staff III	002
	0884	Mayoral Staff IV	002
6	0885	Mayoral Staff V	002
7	0886	Mayoral Staff VI	002
	0887	Mayoral Staff VII	002
8	0888	Mayoral Staff VIII	002
9	0889	Mayoral Staff IX	002
	0890	Mayoral Staff X	002
10	0891	Mayoral Staff XI	002
	0892	Mayoral Staff XII	002
11	0901	Mayoral Staff XIII	002
12	0902	Mayoral Staff XIV	002
13	0903	Mayoral Staff XV	002
	0904	Mayoral Staff XVI	002
14	0905	Mayoral Staff XVII	002
	1283	Dir Emp Relations Div	002
15	1293	Human Resources Director	002
16	1849	Prog Mgr, Bus & Econ Develop	002
	2953	Chief Deputy Director, DHS	002
17	3234	Marina Manager	002
18	5508	Project Manager 4	002
	5646	Environ Program Mgr I	002
19	8137	Chf Victim/Witness Invstgtor	002
20	9251	Public Relations Mgr	002
	A006	Parking Bureau Chief	002
21	AB44	Cfdntal Chf Atty 2,(Cvl&Crmnl)	002
22	AC27	Dir. of Airfield Development	002
	AC37	Principal Area Manager	002
23	AC38	Assistant Superintendent, Rec	002
24	AC39	Manager, Marina Operations	002
25			



City and County of San Francisco

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

Tails

Ordinance

File Number: 040389

Date Passed:

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of Section A8.409 of the Charter, in jobcodes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2004.

April 20, 2004 Board of Supervisors — PASSED ON FIRST READING

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Gonzalez, Hall, Ma, Maxwell, McGoldrick, Peskin, Sandoval

April 27, 2004 Board of Supervisors — FINALLY PASSED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Gonzalez, Hall, Ma, Maxwell, McGoldrick, Peskin, Sandoval

File No. 040389

I hereby certify that the foregoing Ordinance was FINALLY PASSED on April 27, 2004 by the Board of Supervisors of the City and County of San Francisco.

MAY 06 2004

Date Approved

Adelle Santos

for Gloria L. Young
Clerk of the Board

[Signature]

Mayor Gavin Newsom