

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 job codes not represented by an employee organization, and establishing**
6 **working schedules and conditions of employment and, methods of payment, effective**
7 **July 1, 2008.**

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

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

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

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

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7 SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

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

17 SECTION 2. WAGE RATES

18 In recognition of the severe budget crisis facing the City, there will be no general base

19 wage increases for classifications covered herein.

20 The 1283 – Director, Employee Relations Division Classification’s Pay Plan shall be the

21 same as the 0954 – Deputy Director IV Classification as of July 1, 2008.

22 The 1282 – Manager, Employee Relations Division Classification’s Pay Plan shall be

23 the same as the 0932 – Manager IV Classification as of July 1, 2008.

24

25

1 The 1281 – Senior Employee Relations Representative Classification’s Pay Plan shall
2 be the same as the 1824 – Principal Administrative Analyst Classification as of July 1, 2008.
3 There shall also be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the
4 range at which an employee may be placed upon the approval of the Employee Relations
5 Director. Such placement is contingent upon the Employee Relations Director designation of
6 the employee as the City’s principal lead representative for a major employee group.

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

13 The 1293 – Human Resources Director Classification’s Pay Plan shall be the same as
14 the 0964 – Department Head IV Classification as of July 1, 2008.

15 The following Mayoral Staff Classifications’ Pay Plan shall be the same as the following
16 Classifications as of July 1, 2008:

- | | |
|--------------------------------|-------------------------|
| <u>0901 Mayoral Staff XIII</u> | <u>0922 Manager I</u> |
| <u>0902 Mayoral Staff XIV</u> | <u>0923 Manager II</u> |
| <u>0903 Mayoral Staff XV</u> | <u>0931 Manager III</u> |
| <u>0904 Mayoral Staff XVI</u> | <u>0932 Manager IV</u> |
| <u>0905 Mayoral Staff XVII</u> | <u>0933 Manager V</u> |

1 SECTION 3. INTERNAL ADJUSTMENT PROCESS

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

5 1. Standards

6 The following shall be the standards for internal adjustments for the wage rates for a
7 particular jobcode:

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

16 2. Internal Adjustment Cap

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

19 SECTION 4. ACTING ASSIGNMENT PAY

20 The Appointing Officer/designee assigns duties to employees covered by this
21 Ordinance. Employees assigned by the Appointing Officer/designee to perform the full range
22 of essential functions of a position in a higher jobcode shall receive compensation at a higher
23 salary if all of the following conditions are met:
24

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

17 SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

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

- 1 (7) In no event will the Appointing Officer approve a supervisory salary adjustment in
2 excess of two (2) full steps (approximately 10%) over the supervisor's current
3 basic compensation. If in the following fiscal year a salary inequity continues to
4 exist, the Appointing Officer may again review the circumstances and may grant
5 an additional salary adjustment not to exceed two (2) full steps (approximately
6 10%).
- 7 (8) The compensation adjustment is retroactive to the date the employee became
8 eligible, but not earlier than the beginning of the current fiscal year.
- 9 (9) The Human Resources Department shall review any changes in the conditions or
10 circumstances that were and are relevant to the request for salary adjustment
11 under this section.

12 SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED
13 EMPLOYEES):

- 14
- 15 (1) When an exempt employee covered by this Ordinance is involuntarily removed or
16 released from employment, the Appointing Officer will endeavor to inform the employee
17 at least thirty (30) calendar days before his/her final day of work. Where the Appointing
18 Officer fails or declines to inform the employee a full thirty (30) days in advance, the
19 exempt employee shall receive pay in lieu of the number of days less than thirty (30)
20 upon which s/he was informed.
- 21
- 22 (2) In addition to paragraph (1), when an exempt employee covered by this Ordinance is
23 involuntarily removed or released from employment with ten (10) or more years of
24 continuous City Service, the employee shall also receive one month's severance pay in
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1 exchange for a release signed by the employee of any and all claims arising under this
2 Ordinance that the employee may have against the City including any officer or
3 employee thereof. This release shall also include a waiver of any rights the employee
4 may have to return to City employment e.g., holdover roster. This release does not
5 affect claims or rights an employee may have independent of this Ordinance such as
6 those rights arising under state or federal law.

7
8 (3) In the event an exempt employee covered by this Ordinance is involuntarily returned to
9 a permanent job code, that employee may elect to separate from City Service and shall
10 receive one month's severance pay in exchange for a release signed by the employee of
11 any and all claims arising under this Ordinance that the employee may have against the
12 City including any officer or employee thereof. This release shall also include a waiver
13 of any rights the employee may have to return to City employment e.g., holdover roster.
14 This release does not affect claims or rights an employee may have independent of this
15 Agreement such as those rights arising under state or federal law.
16

17 SECTION 7. BILINGUAL PAY

18 A "designated bilingual position" is a position designated by the department subject to
19 approval by the Human Resources Department, which requires translation services consisting
20 of translating to and from a foreign language including, sign language for the hearing impaired
21 and Braille for the visually impaired.
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1 An employee in a designated bilingual position who routinely and consistently provides
2 more than forty (40) hours per pay period of translation services will receive a bilingual
3 premium of sixty dollars (\$60.00) per pay period.

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

7 SECTION 8. PREMIUM PAY

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

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

13 SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

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

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

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

3 SECTION 10. METHODS OF CALCULATION

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

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

13 SECTION 11. WORK SCHEDULES

14 (1) REGULAR WORK SCHEDULES

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

18 b. Regular Work Week. The Appointing Officer shall determine the work
19 schedule for employees in his/her department. A regular workweek is a tour
20 of duty of five (5) worked days within a seven day period. However,
21 employees who are moving from one shift or one work schedule to another
22 may be required to work in excess of five working days in conjunction with
23 changes in their work shifts or schedules.
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1 Employees shall receive no compensation when properly notified (2-hour
2 notice) that work applicable to the jobcode is not available because of
3 inclement weather conditions, shortage of supplies, traffic conditions, or
4 other unusual circumstances. Employees who are not properly notified and
5 report to work and are informed no work applicable to the jobcode is
6 available shall be paid for a minimum of two (2) hours. Employees who have
7 been designated by their department as emergency personnel must report to
8 work as scheduled unless otherwise notified by the Appointing Officer or
9 designee. Employees who begin their shifts and are subsequently relieved of
10 duty due to the above reasons shall be paid a minimum of two (2) hours, and
11 for hours actually worked beyond two (2) hours, computed to the nearest
12 one-quarter hour.

13 (2) NIGHT DUTY

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

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

23 The provisions authorizing standby pay do not apply to jobcodes designated by a "Z" symbol.
24
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1 SECTION 13. CALL BACK

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

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

10 SECTION 14. OVERTIME COMPENSATION

- 11
- 12 (1) Subject to sub-paragraphs 2-4 below, the Appointing Officer may require
13 employees to work longer than the regular work day or the regular work week.
14 Any time worked by an employee with proper authorization, exclusive of part-
15 time employees, in excess of forty (40) hours actually worked during a regular
16 work week shall be designated as overtime and shall be compensated at one-
17 and-one-half times the base hourly rate. For the purposes of calculating
18 overtime compensation, an employee's base hourly rate may include certain
19 premiums for those hours actually worked at the premium rate.
- 20
- 21 (2) Employees working in jobcodes that are designated as having a regular work
22 week of less than forty (40) hours shall not be entitled to overtime compensation
23 for work performed in excess of said specified regular hours until they exceed
24 forty (40) hours per week. Overtime shall be calculated and paid on the basis of
25

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

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

9
10 (4) Employees in jobcodes designated by a "Z" symbol shall not be paid for
11 overtime worked but may earn CTO at the rate of one hour for each hour worked
12 in excess of 40 hour/week. The maximum amount of CTO that may be accrued
13 is two hundred forty (240) hours. In lieu of accruing CTO during the fiscal year,
14 unrepresented department heads, the 1283 Director of Employee Relations, and
15 employees in AB44 Confidential Chief Attorney II shall have the same executive
16 leave benefit applicable to employees in jobcodes assigned to the EM Unit. In
17 lieu of accruing CTO during the fiscal year, employees in the 1282 Manager
18 Employee Relations classification shall have the same administrative leave
19 benefit applicable to employees in jobcodes assigned to the M Unit.

20 SECTION 15. FAIR LABOR STANDARDS ACT

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

1 SECTION 16. HOLIDAYS

2 Except when normal operations require, or in an emergency, employees shall not be
3 required to 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,
16 the Monday following is a holiday.

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

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

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

1 time and part-time) must complete six (6) months continuous service to establish initial
2 eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal
3 basis shall not receive the additional floating holidays. Floating holidays may be taken in
4 hourly increments up to and including the number of hours contained in the employee's
5 regular shift. Floating holidays may be carried forward from one fiscal year to the next. The
6 number of floating holidays carried forward to a succeeding fiscal year may not exceed the
7 total number of floating holidays received in the previous fiscal year. No compensation of any
8 kind shall be earned or granted for floating holidays not taken. Employees who have
9 established initial eligibility for floating holidays and subsequently separate from City
10 employment, may at the sole discretion of the appointing authority, be granted those floating
11 holiday(s) to which the separating employee was eligible and had not yet taken off. In
12 addition, in lieu of base wage increases, employees, except those in Mayoral Staff
13 classifications (0881-0905), shall receive an additional four (4) floating holidays per fiscal
14 year.

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

25

1 SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED

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

9 Employees occupying positions which 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 SECTION 18. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER
13 THAN MONDAY THROUGH FRIDAY

- 14
- 15 (1) 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
17 allowed another day off if a holiday falls on one of their regularly scheduled days
18 off.
- 19 (2) Employees whose holidays are changed because of shift rotations shall be
20 allowed another day off if a legal holiday falls on one of their days off.
- 21 (3) Employees required to work on a holiday which falls on a Saturday or Sunday
22 shall receive holiday compensation for work on that day. Holiday compensation
23 shall not then be additionally paid for work on the Friday preceding a Saturday
24 holiday, nor on the Monday following a Sunday holiday.
- 25

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

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

11 SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

15 SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

1 SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

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

14 SECTION 22. IN-LIEU HOLIDAYS

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

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

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

1 SECTION 23. PROBATIONARY PERIODS

2 Probationary periods shall be defined and administered by the Civil Service Commission. All
3 permanent appointees shall serve a minimum of a one (1) year probationary period.

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

6 SECTION 24. HEALTH AND WELFARE AND DENTAL COVERAGE

7 1. EMPLOYEE HEALTH CARE COVERAGE

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

10 2. DEPENDENT HEALTH CARE COVERAGE

11 (A) The City's contribution for dependent health care coverage for Miscellaneous

12 Unrepresented employees shall be \$225.00 per covered employee per month. In the
13 event that the cost of dependent care increases, the City will adjust its pick-up level up to
14 75% of the cost of Kaiser's dependent health care medical costs charged to the
15 employee for the employee plus two or more dependents category.

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

19 (B) The City's contribution for Management Unrepresented employees to the Flexible Benefits

20 Plan shall be the greater amount of \$225.00 per covered employee per month or 75%
21 per covered employee per month of the dependent rate charged to employees for Kaiser
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1 coverage at the dependent plus two or more level. The specific benefits offered are
2 subject to change.

3 **3. DENTAL HEALTH CARE COVERAGE**

4
5 The City will provide dental contributions at the present level during the term of this
6 ordinance.

7
8 **SECTION 25. RETIREMENT CONTRIBUTION**

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

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

17 Any City pick-up of an employee's retirement contribution shall not be considered as a
18 part of an employee's compensation for the purpose of computing straight time earnings,
19 compensation for overtime worked, premium pay, or retirement benefits; nor shall such
20 contributions be taken into account in determining the level of any other benefit which is a
21 function of or percentage of salary.

1 SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

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

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

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

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

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

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

1 not be eligible for any other additional compensation (premiums) and or out of jobcode assignment pay
2 as may be provided under this Ordinance.

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

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

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

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

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

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

7 SECTION 28. STATE DISABILITY INSURANCE (SDI) COVERAGE

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

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 SECTION 30. TUITION REIMBURSEMENT

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

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

10 SECTION 31. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL
11 PSYCHOLOGISTS

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

20 SECTION 32. SPECIAL EDUCATIONAL LEAVE FOR SUPERVISING CLINICAL
21 PSYCHOLOGISTS

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

4 SECTION 33. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR
5 REGISTRATIONS

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

9 SECTION 34. BAR DUES

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

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14 SECTION 35. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

17
18 SECTION 36. LIFE INSURANCE

19 The City shall provide life insurance in the amount of \$50,000 for all employees
20 covered by this Ordinance.

21 SECTION 37. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

22 All employees covered by this Ordinance shall be provided with safety equipment and
23 protective clothing in accordance with Cal-OSHA requirements and as deemed appropriate by
24 and authorized by the Appointing Officer or designee.
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1 SECTION 38. LONG TERM DISABILITY

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

8 SECTION 39. PARENTAL RELEASE TIME

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

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

18 The employee may utilize either existing vacation, compensatory time off, or personal
19 (unpaid) leave to account for absences after the two (2) paid hours per semester have been
20 used. If both of the child's parents are employed by the City at the same worksite, the
21 entitlement to a planned absence applies only to the parent who first gives notice.

22 Denial of Parental Leave under this section is not subject to the grievance process.
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1 SECTION 40. MILEAGE REIMBURSEMENT

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

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

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

9 SECTION 42. GRIEVANCE PROCEDURE

10 Definition:

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

15 General Provisions:

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

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

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

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

3 Procedure:

4 Step I Immediate Supervisor

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

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

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

15 Step II Department Head/Designee

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

24 Step III Director, Employee Relations Division

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

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

7 **SECTION 43. SAVINGS CLAUSE**

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

12 Recodifications may have rendered the references to specific Civil Service Rules and
13 Charter sections contained herein incorrect. Such terms will be read as if they accurately
14 referenced the same sections in their newly codified form as of July 1, 2008.

1 *This Ordinance shall be effective July 1, 2008.*

2

3 APPROVED AS TO FORM:
4 DENNIS J. HERRERA, City Attorney

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By: _____
6 ELIZABETH SALVESON
7 Chief Labor Attorney

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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	<i>Special Examiner</i>	001
1280	<i>Emp Relations Rep</i>	001
1281	<i>Sr Emp Relations Rep</i>	001
1867	<i>Assistant Performance Auditor</i>	001
1942	<i>Asst Materials Coordinator</i>	001
2561	<i>Optometrist</i>	001
2576	<i>Sprv Clinical Psychologist</i>	001
2782	<i>Laundry Superintendent</i>	001
2966	<i>Welfare Fraud Investigator</i>	001
2967	<i>Sup Welfare Fraud Investigator</i>	001
3238	<i>Dance Instructor</i>	001
3246	<i>Pianist</i>	001
3438	<i>Arborist Technician Supv II</i>	001
3650	<i>Medical Records Librarian</i>	001
8168	<i>Parking Hearing Supervisor</i>	001
8229	<i>Assoc Dir of Museum Sec Svcs</i>	001
8247	<i>Emergency Planning Coordinator</i>	001
8282	<i>Sr Environ Control Off</i>	001
8446	<i>Court Alternative Specialist 1</i>	001
9914	<i>Public Service Aide-Admin</i>	001
9916	<i>Public Svc Aide-Public Works</i>	001
9920	<i>Publ Svc Aide-Asst to Prof</i>	001

1	9922	PS Aide to Prof	001
	AC34	Project Analyst	001
2	AC35	Bd/Comm Secretary 3	001
	AC41	Operations Program Associate	001
3	AC42	Grants Finance Associate	001
	AC43	Grants Associate	001
4	AC44	Grant Funding Prgrm Associate	001
5	AC45	CIP Outreach Coordinator	001
6	0881	Mayoral Staff I	002
	0882	Mayoral Staff II	002
7	0883	Mayoral Staff III	002
	0884	Mayoral Staff IV	002
8	0885	Mayoral Staff V	002
9	0886	Mayoral Staff VI	002
10	0887	Mayoral Staff VII	002
	0888	Mayoral Staff VIII	002
11	0889	Mayoral Staff IX	002
12	0890	Mayoral Staff X	002
	0891	Mayoral Staff XI	002
13	0892	Mayoral Staff XII	002
14	0901	Mayoral Staff XIII	002
	0902	Mayoral Staff XIV	002
15	0903	Mayoral Staff XV	002
16	0904	Mayoral Staff XVI	002
	0905	Mayoral Staff XVII	002
17	1282	Mgr Emp Relations Div	002
18	1283	Dir Emp Relations Div	002
	1293	Human Resources Director	002
19	1849	Prog Mgr, Bus & Econ Develop	002
20	3234	Marina Manager	002
	5646	Environ Program Mgr I	002
21	8137	Chf Victim/Witness Invstgtor	002
22	AB44	Cfdntal Chf Atty 2,(Cvl&Crml)	002
	AC37	Principal Area Manager	002
23	AC38	Assistant Superintendent, Rec	002
24	AC39	Manager, Marina Operations	002
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