

File No. 120522

Committee Item No. 29

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date June 14, 2012

Board of Supervisors Meeting Date _____

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Completed by: Alisa Miller Date June 8, 2012

Completed by: _____ Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

1 [Compensation for 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, 2012.**

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
14 forth herein to be applicable to all unrepresented job codes or positions of City employment.

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

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17 SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

- 18 A. All terms and conditions of employment not covered under this Ordinance shall
19 continue to be subject to the City's direction and control. Unless specifically
20 addressed herein, those terms and conditions of employment which are set forth
21 in the Charter, Administrative Code, Civil Service Rules, policies and
22 procedures, shall apply to employees covered by this ordinance.
- 23 B. Nothing in this Ordinance shall have application to changes of Civil Service rules
24 and matters subject to the exclusive jurisdiction of the Civil Service Commission
25 pursuant to Charter Section A8.409-3, unless specifically approved by the Civil

1 Service Commission, except as such changes may affect compensation.

2 SECTION 2. WAGE RATES

3 A. The 1283 – Director, Employee Relations Division Classification’s Pay Plan shall
4 be the same rates of pay as the 0954 – Deputy Director IV Classification.

5 The 1282 – Manager, Employee Relations Division Classification’s Pay Plan
6 shall be rates of pay as the 0932 – Manager IV Classification.

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

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

21 The 1293 – Human Resources Director Classification’s Pay Plan shall be the
22 same rates of pay as the 0964 – Department Head IV Classification.

23 B. The 1682 – Controller Classification’s Pay Plan shall be the same rate of pay as
24 the 0965 – Department Head V Classification.

25 All base wage calculations shall be rounded to the nearest salary schedule.

1 SECTION 3. INTERNAL ADJUSTMENT PROCESS

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

6 1. Standards

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

- 9 a) The salary for the job code is below the prevailing wage level in the
10 relevant labor market as demonstrated by verifiable salary data; and/or
11 b) There is an ongoing and demonstrable recruitment and/or retention
12 problem; and/or
13 c) Traditional salary relationships, which continue to be justified, have been
14 substantially altered; and/or
15 d) The duties, responsibilities and/or minimum requirements for a job code
16 have been altered significantly; and/or
17 e) Adjustment is necessary to maintain comparability with similarly-situated
18 employees in represented bargaining units.

19 2. Internal Adjustment Cap

20 Internal adjustment costs shall not exceed an annualized cost of 0.5% of the total
21 payroll cost for the employees covered by this Ordinance, 0.25% of which is available for
22 base wage adjustments, and 0.25% of which is available for one-time adjustments

23 In light of the suspension of the 0.3% internal adjustment process during FY2009-10,
24 2010-11, and 2011-12, and in order to provide comparability with similarly-situated
25 employees in represented bargaining units for whom payments were made during those

1 periods, an additional 0.9% shall be available during FY2012-13 for one-time payments.

2 SECTION 4. ACTING ASSIGNMENT PAY

3 The Appointing Officer/designee assigns duties to employees covered by this
4 Ordinance. Employees assigned by the Appointing Officer/designee to perform the full
5 range of essential functions of a position in a higher job code shall receive compensation at
6 a higher salary if all of the following conditions are met:

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

23 SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

- 1 (1) The supervisor, as part of the regular responsibilities of his/her job code,
2 supervises, directs, is accountable for and is in responsible charge of the work
3 of a subordinate or subordinates.
- 4 (2) The supervisor must actually supervise the technical content of subordinate
5 work and possess education and/or experience appropriate to the technical
6 assignment.
- 7 (3) The organization is a permanent one approved by the Appointing Officer, Board
8 or Commission, where applicable, and is a matter of record based upon review
9 and investigation by the Department of Human Resources.
- 10 (4) The job codes of both the supervisor and the subordinate are appropriate to the
11 organization and have a normal, logical relationship to each other in terms of
12 their respective duties and levels of responsibility and accountability in the
13 organization.
- 14 (5) The compensation grade of the supervisor is less than one full step
15 (approximately 5%) over the compensation grade, exclusive of extra pay, of the
16 employee supervised. In determining the compensation grade of a job code
17 being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the
18 compensation grade the top step of which is closest to the flat rate so converted
19 shall be deemed to be the compensation grade of the flat rate job code.
- 20 (6) The adjustment of the compensation grade of the supervisor shall not exceed
21 5% over the compensation, exclusive of extra pay, of the employee supervised.
22 If the application of this section adjusts the compensation grade of an employee
23 in excess of his/her immediate supervisor, whose job code is also covered by
24 this Ordinance the pay of such immediate supervisor shall be adjusted to an
25 amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid

1 subordinate, provided that the other applicable conditions of this section are also
2 met.

3 (7) In no event will the Appointing Officer approve a supervisory salary adjustment
4 in excess of two (2) full steps (approximately 10%) over the supervisor's current
5 basic compensation. If in the following fiscal year a salary inequity continues to
6 exist, the Appointing Officer may again review the circumstances and may grant
7 an additional salary adjustment not to exceed two (2) full steps (approximately
8 10%).

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

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

14 SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED
15 EMPLOYEES):

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

22 (2) In addition to paragraph (1), when an exempt employee covered by this
23 Ordinance is involuntarily removed or released from employment with ten (10) or
24 more years of continuous City Service, the employee shall also receive one
25 month's severance pay in exchange for a release signed by the employee of any

1 and all claims arising under this Ordinance that the employee may have against
2 the City including any officer or employee thereof. This release shall also
3 include a waiver of any rights the employee may have to return to City
4 employment e.g., holdover roster. This release does not affect claims or rights
5 an employee may have independent of this Ordinance such as those rights
6 arising under state or federal law.

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

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

20
21 (5) Released employees must elect severance within thirty (30) days of notice of
22 involuntary separation/release.

23 SECTION 7. BILINGUAL PAY

24 A "designated bilingual position" is a position designated by the department subject to
25 approval by the Human Resources Department, which requires translation services

1 consisting of translating to and from a foreign language including, sign language for the
2 hearing impaired and Braille for the visually impaired.

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

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

9 SECTION 8. PREMIUM PAY

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

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

15 SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

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

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

1 performance evaluations subject to the grievance procedure.

2 SECTION 10. METHODS OF CALCULATION

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

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

12 SECTION 11. WORK SCHEDULES

13 (1) REGULAR WORK SCHEDULES

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

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

23 Employees shall receive no compensation when properly notified (2-hour notice)
24 that work applicable to the job code is not available because of inclement weather
25 conditions, shortage of supplies, traffic conditions, or other unusual circumstances.

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

8 (2) NIGHT DUTY

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

19 (3) ALTERNATE WORK SCHEDULES

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

1 schedules.

2 (4) VOLUNTARY REDUCED WORK WEEK

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

7 SECTION 12. STANDBY PAY AND PAGER PAY

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

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

18 SECTION 13. CALL BACK

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

25 Notwithstanding the general provisions of this section, call back pay shall not be

1 allowed in job codes designated by a "Z" symbol.

2 SECTION 14. OVERTIME COMPENSATION

- 3 (1) Subject to sub-paragraphs 2-4 below, the Appointing Officer may require
4 employees to work longer than the regular work day or the regular work week.
5 Any time worked by an employee with proper authorization, exclusive of part-
6 time employees, in excess of forty (40) hours actually worked during a regular
7 work week shall be designated as overtime and shall be compensated at one-
8 and-one-half times the base hourly rate. For the purposes of calculating
9 overtime compensation, an employee's base hourly rate may include certain
10 premiums for those hours actually worked at the premium rate.
- 11 (2) Employees working in job codes that are designated as having a regular work
12 week of less than forty (40) hours shall not be entitled to overtime compensation
13 for work performed in excess of said specified regular hours until they exceed
14 forty (40) hours per week. Overtime shall be calculated and paid on the basis of
15 the total number of straight time hours actually worked in a week. Overtime
16 compensation so earned shall be computed subject to all the provisions and
17 conditions set forth herein.
- 18 (3) Only legal holidays, listed in Section 16 ("Holidays"), shall count as hours
19 worked for the purposes of computing overtime.
- 20 (4) Employees in non "Z" designated job codes who are required to work overtime
21 shall be paid at a rate of one and one-half times their regular base rate. An
22 employee may elect to accrue Compensatory Time Off (CTO) in lieu of overtime,
23 provided that the Appointing Officer approves of such election. In no instance
24 may an employee accrue more than two hundred forty (240) hours of CTO.
- 25 (5) Employees in job codes designated by a "Z" symbol shall not be paid for

1 overtime worked but may earn CTO at the rate of one hour for each hour worked
2 in excess of 40 hour/week. The maximum amount of CTO that may be accrued
3 is two hundred forty (240) hours. In lieu of accruing CTO during the fiscal year,
4 unrepresented department heads, the 1283 Director of Employee Relations and
5 employees in AB44 Confidential Chief Attorney II shall have the same executive
6 leave benefit applicable to employees in job codes assigned to the EM Unit. In
7 lieu of accruing CTO during the fiscal year, employees in the 1282 Manager
8 Employee Relations classification shall have the same administrative leave
9 benefit applicable to employees in job codes assigned to the M Unit.

10 SECTION 15. FAIR LABOR STANDARDS ACT

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

15 SECTION 16. HOLIDAYS

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

18 January 1 (New Year's Day)

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

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

21 the last Monday in May (Memorial Day)

22 July 4 (Independence Day)

23 the first Monday in September (Labor Day)

24 the second Monday in October (Columbus Day)

25 November 11 (Veteran's Day)

1 Thanksgiving Day

2 the day after Thanksgiving

3 December 25 (Christmas Day)

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

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

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

11 Employees are entitled to four (4) floating holidays totaling thirty-two (32) hours (pro-
12 rated for eligible part-time employees), in each fiscal year to be taken on days selected by
13 the employee subject to prior scheduling approval of the Appointing Officer. Employees
14 (both full-time and part-time) must complete six (6) months continuous service to establish
15 initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or
16 seasonal basis shall not receive floating holidays. Floating holidays may be taken in hourly
17 increments up to and including the number of hours contained in the employee's regular
18 shift. Floating holidays may be carried forward from one fiscal year to the next. The number
19 of floating holidays carried forward to a succeeding fiscal year may not exceed the total
20 number of floating holidays received in the previous fiscal year. No compensation of any
21 kind shall be earned or granted for floating holidays not taken. Employees who have
22 established initial eligibility for floating holidays and subsequently separate from City
23 employment, may at the sole discretion of the appointing authority, be granted those floating
24 holiday(s) to which the separating employee was eligible and had not yet taken off. In Fiscal
25 Year 2012-13, employees shall receive a one-time award of two (2) additional floating

1 holidays, which shall be administered in the same manner as the above-referenced floating
2 holidays. Notwithstanding other limitations in this section, any unused floating holidays
3 accrued through June 30, 2013 may be carried over to be used in fiscal year 2013-14.

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

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

17 SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED

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

25 Employees occupying positions which are exempt from the FLSA (Executive,

1 Administrative and Professional) shall not receive extra compensation for holiday work but
2 may be granted time off at the discretion of the Appointing Officer.

3 SECTION 18. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER
4 THAN MONDAY THROUGH FRIDAY

- 5 (1) Employees assigned to seven (7) day-operation departments or employees
6 working a five (5) day work week other than Monday through Friday shall be
7 allowed another day off if a holiday falls on one of their regularly scheduled days
8 off.
- 9 (2) Employees whose holidays are changed because of shift rotations shall be
10 allowed another day off if a legal holiday falls on one of their days off.
- 11 (3) Employees required to work on a holiday which falls on a Saturday or Sunday
12 shall receive holiday compensation for work on that day. Holiday compensation
13 shall not then be additionally paid for work on the Friday preceding a Saturday
14 holiday, nor on the Monday following a Sunday holiday.
- 15 (4) Sections (2) and (3) above shall apply to part-time employees on a pro-rata
16 basis. If the provisions of this section deprive an employee of the same number
17 of holidays that an employee receives who works Monday through Friday, s/he
18 shall be granted additional days off to equal such number of holidays. The
19 designation of such days off shall be by mutual agreement of the employee and
20 the appropriate employer representative. Such days off must be taken within
21 the fiscal year. In no event shall the provisions of this section result in such
22 employee receiving more or less holidays than an employee on a Monday
23 through Friday work schedule.

24 SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

25 An employee who is laid off at the close of business the day before a holiday who has

1 worked not less than five (5) previous consecutive workdays shall be paid for the holiday at
2 their normal rate of compensation.

3 SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

10 SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

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

23 SECTION 22. IN-LIEU HOLIDAYS

- 24 (1) Requests for in-lieu holidays shall be made to the appropriate management
25 representative within thirty (30) days after the holiday is earned and must be

1 taken within the fiscal year.

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

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

6 SECTION 23. PROBATIONARY PERIODS

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

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

12 SECTION 24. HEALTH AND WELFARE

13 1. MISCELLANEOUS UNIT (001)

14 For members of the miscellaneous unit (001), the City's contribution to
15 employee health, dental, and other insurance benefits will be provided as follows:

16 a. MEDICALLY SINGLE EMPLOYEES

17 For employees enrolled in the City Plan in the medically-single/Employee-Only
18 category, the City's contribution will be capped at an amount equivalent to the
19 cost of the second-highest cost plan for medically-single/Employee-Only
20 enrollees. Employees who elect to enroll in the City Plan in this category must
21 pay the difference between the capped amount of the City Plan described above
22 and the cost of City Plan coverage in the medically-single/Employee-Only
23 category.

24 b. DEPENDENT HEALTH CARE COVERAGE

25 The City will contribute up to 75% of the cost of the City's least expensive

1 medical plan's dependent health care medical costs charged to the employee for
2 the employee plus two or more dependents category. For "medically single"
3 employees, i.e., benefited employees not receiving the contribution paid by the
4 City for dependent health care benefits, the City shall contribute all of the
5 premium for the employee's own health care benefit coverage.

6 c. DENTAL HEALTH CARE COVERAGE

7 The City will provide dental contributions at the present level during the term of
8 this ordinance or modified as follows:

9 Effective January 1, 2013, employees who enroll in the Delta Dental PPO plan
10 shall pay the following premiums for the respective coverage levels: \$5/month
11 for employee-only, \$10/month for employee +1, or \$15/month for employee + 2
12 or more dependents.

13 2. MANAGEMENT UNIT (002)

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

17 SECTION 25. RETIREMENT CONTRIBUTION

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

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

1 SECTION 26. RETIREMENT RESTORATION

2 For employees who retire prior to July 1, 2013, and whose final compensation for
3 retirement purposes is impacted by the wage reduction from Fiscal Year 2011-2012 from the
4 preceding Unrepresented Ordinance, the City shall make available restoration pay in a lump
5 sum equivalent to the pensionable value of the wage reduction or wage increase deferral for
6 the period used by the applicable retirement system to determine the employee's final
7 compensation for retirement purposes (Final Compensation Period).

8 SECTION 27. PRE-RETIREMENT PLANNING SEMINAR

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

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

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

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

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

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

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

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

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

21 Employee supplementation of workers compensation payment to equal the full salary
22 the employee would have earned for the regular work schedule in effect at the
23 commencement of the workers compensation leave shall be drawn only from an employee's
24 paid leave credits including vacation, sick leave balance, or other paid leave as available.

25 An employee returning from disability leave will accrue sick leave at the regular rate and not

1 an accelerated rate.

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

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

9 SECTION 29. STATE DISABILITY INSURANCE (SDI) COVERAGE

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

14 SECTION 30. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION
15 STATUTES

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

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

1 grievance, it shall constitute a waiver of the right to pursue the complaint in other forums and
2 grievant shall be required to execute a written acknowledgement of the waiver in a form
3 approved by the City Attorney.

4 SECTION 31. TUITION REIMBURSEMENT

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

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

19 In addition, subject to the approval of the employee's Appointing Officer, an employee
20 may also be reimbursed up to \$1,000 of the maximum funds available to them per fiscal
21 year for the purchase of Personal Digital Assistants, professional software, and books and
22 subscriptions. Tuition reimbursement must be approved by the employee's Appointing
23 Officer and be in accordance with procedures determined by the Human Resources
24 Director.

1 SECTION 32. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL
2 PSYCHOLOGISTS

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

11 SECTION 33. SPECIAL EDUCATIONAL LEAVE FOR SUPERVISING CLINICAL
12 PSYCHOLOGISTS

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

18 SECTION 34. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR
19 REGISTRATIONS

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

24 SECTION 34. BAR DUES

25 Full-time permanent exempt employees who, as a condition of employment, are

1 required to be a member of the California State Bar shall be reimbursed for his/her annual
2 mandatory minimum California State Bar dues.

3 SECTION 35. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

6 SECTION 36. LIFE INSURANCE

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

10 SECTION 37. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

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

14 SECTION 38. LONG TERM DISABILITY

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

21 SECTION 39. PARENTAL RELEASE TIME

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

1 In order to qualify for Parental leave, the employee must give reasonable notice to
2 his/her immediate supervisor prior to taking the time off. The employee must provide written
3 verification from the school or licensed child day care facility that he/she participated in
4 school/child care related activities on a specific date and at a particular time, if requested by
5 management. The employee may utilize either existing vacation, compensatory time off, or
6 personal (unpaid) leave to account for absences after the two (2) paid hours per semester
7 have been used. If both of the child's parents are employed by the City at the same
8 worksite, the entitlement to a planned absence applies only to the parent who first gives
9 notice.

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

11 SECTION 40. MILEAGE REIMBURSEMENT

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

14 SECTION 41. GRIEVANCE PROCEDURE

15 Definition:

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

20 General Provisions:

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

23 If the supervisor or Appointing Officer fails to respond within the required time limits,
24 the grievant may then present the grievance in writing to the next higher step. If the grievant
25 fails to present the grievance to the next higher step within the required time limits, then the

1 grievance will be considered to be resolved.

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

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

6 Procedure:

7 Step I Immediate Supervisor

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

11 If a solution to the grievance, satisfactory to the employee and immediate supervisor is
12 not 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
14 within fifteen (15) calendar days of the facts or event giving rise to the grievance or within
15 fifteen (15) calendar days from such time as the employee should have known of the
16 occurrence thereof.

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

19 Step II Department Head/Designee

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

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

4 Step III Director, Employee Relations Division

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

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


12 SECTION 42. SAVINGS CLAUSE

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

17 Recodifications may have rendered the references to specific Civil Service Rules and
18 Charter sections contained herein incorrect. Such terms will be read as if they accurately
19 referenced the same sections in their newly codified form as of July 1, 2012.

20 This Ordinance shall be effective July 1, 2012.

21
22 APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

23 By: 
24 ELIZABETH SALVESON
25 Chief Labor Attorney

Mayor Edwin M. Lee
BOARD OF SUPERVISORS

1 **ATTACHMENT A**

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

3 001 = Miscellaneous Unrep. Job Codes 002 = Management Unrep. Job Codes

4

Job Code	Description	Union Code
5 1229	Special Examiner	001
6 1280	Employee Relations Representative	001
7 1281	Senior Emp Relations Representative	001
8 1942	Asst Materials Coordinator	001
9 2561	Optometrist	001
10 2576	Sprv Clinical Psychologist	001
11 2966	Welfare Fraud Investigator	001
12 2967	Sup Welfare Fraud Investigator	001
13 3246	Pianist	001
14 3438	Arborist Technician Supv II	001
15 8168	Parking Hearing Supervisor	001
16 8247	Emergency Planning Coordinator	001
17 8446	Court Alternative Specialist 1	001
18 9144	Investigator, Taxi & Access Svcs	001
19 9530	Labor Relations Rep, SFMTA	001
20 9531	Sr. Labor Relations Rep, SFMTA	001
21 9916	Public Svc Aide-Public Works	001
22 AC35	Bd/Comm Secretary 3	001
23 0881	Mayoral Staff I	002
24 0882	Mayoral Staff II	002
25 0883	Mayoral Staff III	002

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<u>Job Code</u>	<u>Description</u>	<u>Union Code</u>
0884	Mayoral Staff IV	002
0885	Mayoral Staff V	002
0886	Mayoral Staff VI	002
0887	Mayoral Staff VII	002
0888	Mayoral Staff VIII	002
0889	Mayoral Staff IX	002
0890	Mayoral Staff X	002
0891	Mayoral Staff XI	002
0892	Mayoral Staff XII	002
0901	Mayoral Staff XIII	002
0902	Mayoral Staff XIV	002
0903	Mayoral Staff XV	002
0904	Mayoral Staff XVI	002
0905	Mayoral Staff XVII	002
1282	Manager, Employee Relations Div	002
1283	Director, Emp Relations Div	002
1293	Human Resources Director	002
1682	Controller	002
1849	Prog Mgr, Bus & Econ Develop	002
8137	Chf Victim/Witness Invstgor	002
AB44	Cfdntal Chf Atty 2,(Cvl&Crmnl)	002
AC38	Assistant Superintendent, Rec	002



2012-2013 Unrepresented Ordinance Summary

1. **Term** – 1-year Ordinance (July 1, 2012 – June 30, 2013).
2. **Wages** – No base wage increases.
3. **Severance Pay (Management Unrepresented)** – An employee taking severance will be ineligible for assignments under Proposition F in his/her former department for a period of two years from the date of retirement. Effective July 1, 2012, the released employee must elect severance within 30 days of notice of involuntary separation/release.
4. **Overtime Compensation** - Only legal holidays shall count as hours worked for the purpose of computing overtime.
5. **Holidays** –Employees shall receive a one-time award of two additional floating holidays.
6. **Attachment “A” – List of Unrepresented Job Codes Pursuant to Charter Section A8.409.1**
 - Effective July 1, 2012, class 1632 Controller will be established in the management unit (002).
7. **Internal Adjustment Process** – For all classifications covered under this Ordinance, except for the Mayoral Staff classifications (0881-0905), the following shall apply:
 - Limit Internal Adjustment Process to employees in Management unit (002), in an amount not to exceed 0.5% annually, 0.25% of which will be available for ongoing wage adjustments, and the remainder to be available for one-time adjustments.
 - Amend process to provide for submission of proposed adjustments by Appointing Authority on a biannual basis, subject to approval by Controller and Human Resources Director.
 - Amend approval standards to include “In order to ensure comparability with similarly-situated employees in represented bargaining units.”
 - In light of the 3-year suspension of 0.3% maximum for adjustments, provide 0.9% of salary available for one-time payments.
8. **Tuition Reimbursement**—Delete limitation as to use for the cost of reasonable and necessary travel and lodging for approved training for both miscellaneous (001) and management (002) units, and provide that \$50 per diem may be submitted when travelling on approved training. In addition, subject to the approval by the employee’s Appointing Officer, an employee may also use up to \$1,000 of the funds available to purchase Personal Digital Assistants, professional software, and books and subscriptions, to the extent that these items would be used in the performance of their City duties.