

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, 2011.**

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 job codes or positions of City employment.

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

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5 SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

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

15 SECTION 2. WAGE RATES

- 16 A. Notwithstanding subsection (B) below, and except for the Mayoral Staff
- 17 classifications (0881-0905) as provided in subsection (C), in recognition of the
- 18 severe budget crisis facing the City, for fiscal year 2011~~0-12~~, covered
- 19 classifications shall contribute 4.62%, the value of twelve (12) furlough days,
- 20 through the following concessions:
- 21 1. Continuing from fiscal year 2009-10 the deferral of the 2008-2009 general
- 22 base wage increases for classifications covered herein (3.5% value); and
- 23 2. In addition, effective July 1, 2011~~0~~ through March 30, 2012, wages shall be
- 24 reduced by 1.25%.
- 25

1 But for these concessions, the base wage rates would be the same as in fiscal year 2009-
2 10.

3 B. 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 in
5 effect July 1, 2008.

6 The 1282 – Manager, Employee Relations Division Classification’s Pay Plan
7 shall be rates of pay as the 0932 – Manager IV Classification in effect July 1,
8 2008.

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

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

25 The 1293 – Human Resources Director Classification’s Pay Plan shall be the

1 same rates of pay as the 0964 – Department Head IV Classification in effect
2 July 1, 2008.

3 C. The Mayoral Staff Classifications' (0881-0905) rates of pay shall continue to be
4 reduced. For fiscal year 2011-12, the rate of pay shall be reduced by 4.5062%. But
5 for these concessions, the base wage rates would be the same as in fiscal year 2009-10.

6 D. EPMC "Swap" for Wages
7 Effective July 1, 2011, except for classifications 1280, 1281, 1282, 1283 and 1293 as
8 noted in Section 2.B above, all remaining classifications covered by this Ordinance shall
9 receive a base wage increase of 5.75% in exchange for paying their own employee
10 retirement contribution. The base wage increase will be applied to the pre-concession
11 wage rate; i.e., base wage rate in effect in fiscal year 2009-10.

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

13 SECTION 3. INTERNAL ADJUSTMENT PROCESS

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

17 1. Standards

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

- 20 a) The salary for the job code is below the prevailing wage level in the
21 relevant labor market as demonstrated by verifiable salary data; and/or
- 22 b) There is an ongoing and demonstrable recruitment and/or retention
23 problem; and/or
- 24 c) Traditional salary relationships, which continue to be justified, have been
25 substantially altered; and/or

1 d) The duties, responsibilities and/or minimum requirements for a job code
2 have been altered significantly.

3 2. Internal Adjustment Cap

4 Internal adjustment costs shall not exceed an annualized cost of 0.3% of the total payroll
5 cost for the employees covered by this Ordinance.

6 3. Notwithstanding the provisions of Section 3 above, ~~at the~~ the internal adjustments
7 process in fiscal year 2009-2010 shall be suspended for fiscal year 2011-12.

8 SECTION 4. ACTING ASSIGNMENT PAY

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

- 13 (1) The assignment shall be in writing with copies to the Department of Human
14 Resources and Controller.
- 15 (2) The assignment shall conform to all Civil Service Commission Rules, policies
16 and procedures.
- 17 (3) The position to which the employee is assigned must be a budgeted position.
- 18 (4) The employee is assigned to perform the duties of a higher job code for longer
19 than eleven (11) consecutive working days; after which acting assignment pay
20 shall be retroactive to the first day of the assignment.

- 21 a. If each of the above criteria are met, and upon written approval by the
22 Department Head, an employee shall be paid one full salary step
23 adjustment (approximately 5%) but which does not exceed the maximum
24 step of the salary grade of the job code to which temporarily assigned.
25 Premiums based on percent of salary shall be paid at a rate which

1 includes acting assignment pay.

2 b. Requests for classification or reclassification review shall not be governed
3 by this provision.

4 SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

- 7 (1) The supervisor, as part of the regular responsibilities of his/her job code,
8 supervises, directs, is accountable for and is in responsible charge of the work
9 of a subordinate or subordinates.
- 10 (2) The supervisor must actually supervise the technical content of subordinate
11 work and possess education and/or experience appropriate to the technical
12 assignment.
- 13 (3) The organization is a permanent one approved by the Appointing Officer, Board
14 or Commission, where applicable, and is a matter of record based upon review
15 and investigation by the Department of Human Resources.
- 16 (4) The job codes of both the supervisor and the subordinate are appropriate to the
17 organization and have a normal, logical relationship to each other in terms of
18 their respective duties and levels of responsibility and accountability in the
19 organization.
- 20 (5) The compensation grade of the supervisor is less than one full step
21 (approximately 5%) over the compensation grade, exclusive of extra pay, of the
22 employee supervised. In determining the compensation grade of a job code
23 being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the
24 compensation grade the top step of which is closest to the flat rate so converted
25 shall be deemed to be the compensation grade of the flat rate job code.

1 (6) The adjustment of the compensation grade of the supervisor shall not exceed
2 5% over the compensation, exclusive of extra pay, of the employee supervised.
3 If the application of this section adjusts the compensation grade of an employee
4 in excess of his/her immediate supervisor, whose job code is also covered by
5 this Ordinance the pay of such immediate supervisor shall be adjusted to an
6 amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid
7 subordinate, provided that the other applicable conditions of this section are also
8 met.

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

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

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

20 SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED
21 EMPLOYEES):

22 (1) When an exempt employee covered by this Ordinance is involuntarily removed
23 or released from employment, the Appointing Officer will endeavor to inform the
24 employee at least thirty (30) calendar days before his/her final day of work.

25 Where the Appointing Officer fails or declines to inform the employee a full thirty

1 (30) days in advance, the exempt employee shall receive pay in lieu of the
2 number of days less than thirty (30) upon which s/he was informed.

3 (2) In addition to paragraph (1), when an exempt employee covered by this
4 Ordinance is involuntarily removed or released from employment with ten (10) or
5 more years of continuous City Service, the employee shall also receive one
6 month's severance pay in exchange for a release signed by the employee of any
7 and all claims arising under this Ordinance that the employee may have against
8 the City including any officer or employee thereof. This release shall also
9 include a waiver of any rights the employee may have to return to City
10 employment e.g., holdover roster. This release does not affect claims or rights
11 an employee may have independent of this Ordinance such as those rights
12 arising under state or federal law.

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

22 SECTION 7. BILINGUAL PAY

23 A "designated bilingual position" is a position designated by the department subject to
24 approval by the Human Resources Department, which requires translation services
25 consisting of translating to and from a foreign language including, sign language for the

1 hearing impaired and Braille for the visually impaired.

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

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

8 SECTION 8. PREMIUM PAY

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

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

14 SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

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

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

1 SECTION 10. METHODS OF CALCULATION

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

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

11 SECTION 11. WORK SCHEDULES

12 (1) REGULAR WORK SCHEDULES

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

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

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

1 applicable to the job code is available shall be paid for a minimum of two (2) hours.
2 Employees who have been designated by their department as emergency personnel
3 must report to work as scheduled unless otherwise notified by the Appointing Officer or
4 designee. Employees who begin their shifts and are subsequently relieved of duty due
5 to the above reasons shall be paid a minimum of two (2) hours, and for hours actually
6 worked beyond two (2) hours, computed to the nearest one-quarter hour.

7 (2) NIGHT DUTY

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

18 (3) ALTERNATE WORK SCHEDULES

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

1 (4) VOLUNTARY REDUCED WORK WEEK

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

6 SECTION 12. STANDBY PAY AND PAGER PAY

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

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

17 SECTION 13. CALL BACK

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

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

1 SECTION 14. OVERTIME COMPENSATION

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

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

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

22 (4) Employees in job codes designated by a "Z" symbol shall not be paid for
23 overtime worked but may earn CTO at the rate of one hour for each hour worked
24 in excess of 40 hour/week. The maximum amount of CTO that may be accrued
25 is two hundred forty (240) hours. In lieu of accruing CTO during the fiscal year,

1 unrepresented department heads, the 1283 Director of Employee Relations and
2 employees in AB44 Confidential Chief Attorney II shall have the same executive
3 leave benefit applicable to employees in job codes assigned to the EM Unit. In
4 lieu of accruing CTO during the fiscal year, employees in the 1282 Manager
5 Employee Relations classification shall have the same administrative leave
6 benefit applicable to employees in job codes assigned to the M Unit.

7 SECTION 15. FAIR LABOR STANDARDS ACT

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

12 SECTION 16. HOLIDAYS

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

15 January 1 (New Year's Day)

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

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

18 the last Monday in May (Memorial Day)

19 July 4 (Independence Day)

20 the first Monday in September (Labor Day)

21 the second Monday in October (Columbus Day)

22 November 11 (Veteran's Day)

23 Thanksgiving Day

24 the day after Thanksgiving

25 December 25 (Christmas Day)

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

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

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

8 Employees are entitled to four (4) floating holidays totaling thirty-two (32) hours (pro-
9 rated for eligible part-time employees), in each fiscal year to be taken on days selected by
10 the employee subject to prior scheduling approval of the Appointing Officer. Employees
11 (both full-time and part-time) must complete six (6) months continuous service to establish
12 initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or
13 seasonal basis shall not receive the additional floating holidays. Floating holidays may be
14 taken in hourly increments up to and including the number of hours contained in the
15 employee's regular shift. Floating holidays may be carried forward from one fiscal year to
16 the next. The number of floating holidays carried forward to a succeeding fiscal year may
17 not exceed the total number of floating holidays received in the previous fiscal year. No
18 compensation of any kind shall be earned or granted for floating holidays not taken.
19 Employees who have established initial eligibility for floating holidays and subsequently
20 separate from City employment, may at the sole discretion of the appointing authority, be
21 granted those floating holiday(s) to which the separating employee was eligible and had not
22 yet taken off. In addition, *in lieu of base wage increases reflecting the wage concessions described*
23 *in Section 2*, employees shall receive a one-time additional twelve (12) floating holidays.
24 However, these twelve (12) floating holidays will be awarded on a quarterly basis (i.e.,
25 floating holidays will be allotted in first full pay period beginning July 1st, October 2nd,

1 January 8th, and April 16th of the fiscal year). ~~The parties agree that~~ Employees may be
2 required to take no more than five of the floating holidays for the four working days between
3 December 25, ~~2011~~ and January 1, ~~2012~~, and one day for the day prior to Thanksgiving
4 ~~2011~~, if and when the City implements Minimum Staffing Days for a covered employee's
5 work location. Notwithstanding other limitations in this section, any unused floating holidays
6 accrued ~~from July 1, 2010~~ through June 30, ~~2012~~ may be carried over to be used in fiscal
7 year ~~2012-13~~.

8 During fiscal year ~~2011-12~~, floating holidays must be used before vacation days are
9 taken; provided however that this limitation (i.e., use of floating holidays before vacation) will
10 not apply in cases in which use of the floating holiday will cause a loss of vacation due to the
11 accrual maximums. Except for days taken during Minimum Staffing days, floating holidays
12 are to be scheduled per mutual agreement, based on operational needs of the department.

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

24 SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED

25 Employees required by their respective Appointing Officer to work on any of the above-

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

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

10 SECTION 18. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER
11 THAN MONDAY THROUGH FRIDAY

- 12 (1) Employees assigned to seven (7) day-operation departments or employees
13 working a five (5) day work week other than Monday through Friday shall be
14 allowed another day off if a holiday falls on one of their regularly scheduled days
15 off.
- 16 (2) Employees whose holidays are changed because of shift rotations shall be
17 allowed another day off if a legal holiday falls on one of their days off.
- 18 (3) Employees required to work on a holiday which falls on a Saturday or Sunday
19 shall receive holiday compensation for work on that day. Holiday compensation
20 shall not then be additionally paid for work on the Friday preceding a Saturday
21 holiday, nor on the Monday following a Sunday holiday.
- 22 (4) Sections (2) and (3) above shall apply to part-time employees on a pro-rata
23 basis. If the provisions of this section deprive an employee of the same number
24 of holidays that an employee receives who works Monday through Friday, s/he
25 shall be granted additional days off to equal such number of holidays. The

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

6 SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

10 SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

17 SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

1 time off shall be rounded to the nearest hour.

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

5 SECTION 22. IN-LIEU HOLIDAYS

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

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

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

13 SECTION 23. PROBATIONARY PERIODS

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

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

19 SECTION 24. HEALTH AND WELFARE AND DENTAL COVERAGE

20 1. EMPLOYEE HEALTH CARE COVERAGE

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

23 2. MEDICALLY SINGLE EMPLOYEES

24 *(For Informational Purposes Only)*

25 Effective July 1, 2011 ~~For fiscal year 2011-12~~ and thereafter, for employees enrolled in the

1 City Plan in the medically-single/Employee-Only category, the City's contribution will be
2 capped at an amount equivalent to the cost of the second-highest cost plan for
3 medically-single/Employee-Only enrollees. Employees who elect to enroll in the City
4 Plan in this category must pay the difference between the capped amount of the City
5 Plan described above and the cost of City Plan coverage in the medically-
6 single/Employee-Only category.

7 3. DEPENDENT HEALTH CARE COVERAGE

8 (A) ~~The City's contribution for dependent health care coverage for Miscellaneous~~
9 ~~Unrepresented employees shall be \$225.00 per covered employee per month. In~~
10 ~~the event that the cost of dependent care increases, t~~The City will ~~adjust~~
11 ~~contribute its pick-up level~~ up to 75% of the cost of the City's least
12 expensive medical plan's dependent health care medical costs charged
13 to the employee for the employee plus two or more dependents category.
14 For "medically single" employees, i.e., benefited employees not receiving
15 the contribution paid by the City for dependent health care benefits, the
16 City shall contribute all of the premium for the employee's own health
17 care benefit coverage.

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

24 4. DENTAL HEALTH CARE COVERAGE

25 The City will provide dental contributions at the present level during the term of this

1 ordinance.

2 5. NOTICE OF EXPECTED CHANGE IN RATES FOR DEPENDENT MEDICAL
3 COVERAGE AND DENTAL COVERAGE DURING FISCAL YEAR 2012-2013

4 In light of the City's financial condition, the City expects to advance legislation in fiscal year
5 2012-13 to reduce the City's dependent health care and dental coverage costs. The City will
6 notify employees subject to this Ordinance of the terms of such expected legislation in or before
7 May 2012. The expected legislation may include one or more of the following, or other,
8 changes:

- 9 a) Convert the "75% of Kaiser" number to a flat-rate amount;
10 b) Create a separate "75% of Kaiser" number for the employee-plus-one
11 dependent care category;
12 c) Modify dental coverage such that employees who enroll in the Delta
13 Dental PPO plan will make a bi-weekly premium contribution as follows:
14 \$2.31 bi-weekly: employee only
15 \$4.62 bi-weekly: employee + 1 dependent
16 \$6.92 bi-weekly: employee + 2 or more dependents
17 d) Replace all references to "75% of Kaiser" to "75% of the City's least
18 expensive medical plan's dependent health care medical costs."

19 SECTION 25. RETIREMENT CONTRIBUTION

20 Effective July 1, 2011, employees in classifications covered by this Ordinance shall pay their
21 own employee retirement contribution as set forth in the San Francisco Charter.

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

25 The parties acknowledge that the San Francisco Charter establishes the levels, terms

1 and conditions of retirement benefits for members of the San Francisco Employees
2 Retirement System (SFERS). The fact that the Ordinance does not specify that a certain
3 item of compensation is excluded from retirement benefits should not be construed to mean
4 that the item is included by the Retirement Board when calculating retirement benefits.

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

9 SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

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

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

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

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

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

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

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

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

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

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

1 An employee returning from disability leave will accrue sick leave at the regular rate and not
2 an accelerated rate.

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

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

10 SECTION 28. STATE DISABILITY INSURANCE (SDI) COVERAGE

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

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

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

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

1 the extent permissible by law if there is an election to pursue the complaint through the
2 grievance, it shall constitute a waiver of the right to pursue the complaint in other forums and
3 grievant shall be required to execute a written acknowledgement of the waiver in a form
4 approved by the City Attorney.

5 SECTION 30. TUITION REIMBURSEMENT

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

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

20 SECTION 31. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL 21 PSYCHOLOGISTS

22 Each regularly scheduled full-time or part-time 2576 Supervising Clinical Psychologists
23 (excluding as needed employees) may be reimbursed up to a maximum of \$2,000 per fiscal
24 year for tuition, internal or external training programs, professional conferences and
25 professional association membership relevant to the employee's current classification. The

1 funds may also be used to reimburse employees for the purchase of Personal Digital
2 Assistants, professional software, books and subscriptions. Tuition reimbursement must be
3 approved by the employee's Appointing Officer and be in accordance with procedures
4 determined by the Human Resources Director.

5 SECTION 32. SPECIAL EDUCATIONAL LEAVE FOR SUPERVISING CLINICAL
6 PSYCHOLOGISTS

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

12 SECTION 33. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR
13 REGISTRATIONS

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

18 SECTION 34. BAR DUES

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

22 SECTION 35. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

25

1 SECTION 36. LIFE INSURANCE

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

5 SECTION 37. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

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

9 SECTION 38. LONG TERM DISABILITY

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

16 SECTION 39. PARENTAL RELEASE TIME

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

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

1 personal (unpaid) leave to account for absences after the two (2) paid hours per semester
2 have been used. If both of the child's parents are employed by the City at the same
3 worksite, the entitlement to a planned absence applies only to the parent who first gives
4 notice.

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

6 SECTION 40. MILEAGE REIMBURSEMENT

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

9 SECTION 41. MUNICIPAL TRANSPORTATION AGENCY (MTA) INCENTIVE 10 PROGRAMS

11 Covered MTA (Municipal Transportation Agency) service critical job codes and 'A'
12 positions shall be eligible to participate in the MTA Performance Incentive Program and the
13 Attendance Incentive Program.

14 SECTION 42. 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 43. 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, 2011.

20 This Ordinance shall be effective July 1, 2011.

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

24 By: _____
25 ELIZABETH SALVESON
Chief Labor Attorney

ATTACHMENT A

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

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

Job Code	Description	Union Code
1229	Special Examiner	001
1280	Employee Relations Representative	001
1281	Senior Emp Relations Representative	001
1867	Auditor I	001
1942	Asst Materials Coordinator	001
2561	Optometrist	001
2576	Sprv Clinical Psychologist	001
2966	Welfare Fraud Investigator	001
2967	Sup Welfare Fraud Investigator	001
3238	Dance Instructor	001
3246	Pianist	001
3438	Arborist Technician Supv II	001
3650	Medical Records Librarian	001
8168	Parking Hearing Supervisor	001
8229	Assoc Dir of Museum Sec Svcs	001
8247	Emergency Planning Coordinator	001
8282	Sr Environ Control Off	001
8446	Court Alternative Specialist 1	001

1	9916	Public Svc Aide-Public Works	001
2	AA53	Mgr, Parking Citation Program	001
3	AC34	Project Analyst	001
4	AC35	Bd/Comm Secretary 3	001
5	AC41	Operations Program Associate	001
6	AC42	Grants Finance Associate	001
7	AC43	Grants Associate	001
8	AC44	Grant Funding Prgrm Associate	001
9	AC45	CIP Outreach Coordinator	001
10	1495	Clerk 2	001
11	9144	Investigator, Taxi & Access Svcs	001
12	2782	Laundry Superintendent	001
13	0881	Mayoral Staff I	002
14	0882	Mayoral Staff II	002
15	0883	Mayoral Staff III	002
16	0884	Mayoral Staff IV	002
17	0885	Mayoral Staff V	002
18	0886	Mayoral Staff VI	002
19	0887	Mayoral Staff VII	002
20	0888	Mayoral Staff VIII	002
21	0889	Mayoral Staff IX	002
22	0890	Mayoral Staff X	002
23	0891	Mayoral Staff XI	002
24	0892	Mayoral Staff XII	002
25	0901	Mayoral Staff XIII	002

1	0902	Mayoral Staff XIV	002
2	0903	Mayoral Staff XV	002
3	0904	Mayoral Staff XVI	002
4	0905	Mayoral Staff XVII	002
5	1282	Manager, Employee Relations Div	002
6	1283	Director, Emp Relations Div	002
7	1293	Human Resources Director	002
8	1849	Prog Mgr, Bus & Econ Develop	002
9	3234	Marina Manager	002
10	5646	Environ Program Mgr I	002
11	8137	Chf Victim/Witness Invstgtor	002
12	AB44	Cfdntal Chf Atty 2,(Cvl&Crml)	002
13	AC37	Principal Area Manager	002
14	AC38	Assistant Superintendent, Rec	002
15	AC39	Manager, Marina Operations	002
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