

1 [Unrepresented Employees]

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3  
4 **Ordinance Fixing compensation for persons employed by the City and County of San**  
5 **Francisco whose compensations are subject to the provisions of Section A8.409 of**  
6 **the Charter, in job codes not represented by an employee organization, and**  
7 **establishing working schedules and conditions of employment and, methods of**  
8 **payment, effective July 1, 2008.**

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

14  
15 Be it ordained by the People of the City and County of San Francisco:

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

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

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9     SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

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

19     SECTION 2. WAGE RATES

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

21             increases for classifications covered herein.

22             The 1283 – Director, Employee Relations Division Classification's Pay Plan shall be the same

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

24             The 1282 – Manager, Employee Relations Division Classification's Pay Plan shall be the same

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

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

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

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

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

17 <u>0901</u>	<u>Mayoral Staff XIII</u>	<u>0922</u>	<u>Manager I</u>
18 <u>0902</u>	<u>Mayoral Staff XIV</u>	<u>0923</u>	<u>Manager II</u>
19 <u>0903</u>	<u>Mayoral Staff XV</u>	<u>0931</u>	<u>Manager III</u>
20 <u>0904</u>	<u>Mayoral Staff XVI</u>	<u>0932</u>	<u>Manager IV</u>
21 <u>0905</u>	<u>Mayoral Staff XVII</u>	<u>0933</u>	<u>Manager V</u>

22           SECTION 3. INTERNAL ADJUSTMENT PROCESS

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

1           1.     Standards

2           The following shall be the standards for internal adjustments for the wage rates for a  
3           particular jobcode:

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

12          2.     Internal Adjustment Cap

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

15           SECTION 4. ACTING ASSIGNMENT PAY

16           The Appointing Officer/designee assigns duties to employees covered by this Ordinance.

17           Employees assigned by the Appointing Officer/designee to perform the full range of essential  
18           functions of a position in a higher jobcode shall receive compensation at a higher salary if all of the  
19           following conditions are met:

- 20           (1)     The assignment shall be in writing with copies to the Department of Human Resources  
21           and Controller.  
22           (2)     The assignment shall conform to all Civil Service Commission Rules, policies and  
23           procedures.  
24           (3)     The position to which the employee is assigned must be a budgeted position.  
25           (4)     The employee is assigned to perform the duties of a higher jobcode for longer than

1 eleven (11) consecutive working days; after which acting assignment pay shall be  
2 retroactive to the first day of the assignment.

- 3 a. If each of the above criteria are met, and upon written approval by the  
4 Department Head, an employee shall be paid one full salary step adjustment  
5 (approximately 5%) but which does not exceed the maximum step of the salary  
6 grade of the jobcode to which temporarily assigned. Premiums based on percent  
7 of salary shall be paid at a rate which includes acting assignment pay.  
8 b. Requests for classification or reclassification review shall not be governed by  
9 this provision.

10 SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

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

1 determining the compensation grade of a jobcode being paid a flat rate, the flat rate will  
2 be converted to a bi-weekly rate and the compensation grade the top step of which is  
3 closest to the flat rate so converted shall be deemed to be the compensation grade of the  
4 flat rate jobcode.

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

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

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

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

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

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



1 Officer fails or declines to inform the employee a full thirty (30) days in advance, the  
2 exempt employee shall receive pay in lieu of the number of days less than thirty (30)  
3 upon which s/he was informed.

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

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

21 SECTION 7. BILINGUAL PAY

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

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

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

7           SECTION 8. PREMIUM PAY

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

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

13           SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

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

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

25           SECTION 10. METHODS OF CALCULATION

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

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

9 SECTION 11. WORK SCHEDULES

10 (1) REGULAR WORK SCHEDULES

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

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

18 Employees shall receive no compensation when properly notified (2-hour notice) that  
19 work applicable to the jobcode is not available because of inclement weather conditions,  
20 shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are  
21 not properly notified and report to work and are informed no work applicable to the jobcode is  
22 available shall be paid for a minimum of two (2) hours. Employees who have been designated  
23 by their department as emergency personnel must report to work as scheduled unless otherwise  
24 notified by the Appointing Officer or designee. Employees who begin their shifts and are  
25 subsequently relieved of duty due to the above reasons shall be paid a minimum of two (2)

1 hours, and for hours actually worked beyond two (2) hours, computed to the nearest one-  
2 quarter hour.

3 (2) NIGHT DUTY

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

13 (3) ALTERNATE WORK SCHEDULES

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

20 (4) VOLUNTARY REDUCED WORK WEEK

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

25 SECTION 12. STANDBY PAY AND PAGER PAY

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

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

9        SECTION 13. CALL BACK

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

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

18       SECTION 14. OVERTIME COMPENSATION

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

- 1           (2) Employees working in jobcodes that are designated as having a regular work week of  
2 less than forty (40) hours shall not be entitled to overtime compensation for work  
3 performed in excess of said specified regular hours until they exceed forty (40) hours  
4 per week. Overtime shall be calculated and paid on the basis of the total number of  
5 straight time hours actually worked in a week. Overtime compensation so earned shall  
6 be computed subject to all the provisions and conditions set forth herein.
- 7           (3) Employees in non "Z" designated jobcodes who are required to work overtime shall be  
8 paid at a rate of one and one-half times their regular base rate. An employee may elect  
9 to accrue Compensatory Time Off (CTO) in lieu of overtime, provided that the  
10 Appointing Officer approves of such election. In no instance may an employee accrue  
11 more than two hundred forty (240) hours of CTO.
- 12           (4) Employees in jobcodes designated by a "Z" symbol shall not be paid for overtime  
13 worked but may earn CTO at the rate of one hour for each hour worked in excess of 40  
14 hour/week. The maximum amount of CTO that may be accrued is two hundred forty  
15 (240) hours. In lieu of accruing CTO during the fiscal year, unrepresented department  
16 heads, the 1283 Director of Employee Relations, and employees in AB44 Confidential  
17 Chief Attorney II shall have the same executive leave benefit applicable to employees in  
18 jobcodes assigned to the EM Unit. In lieu of accruing CTO during the fiscal year,  
19 employees in the 1282 Manager Employee Relations classification shall have the same  
20 administrative leave benefit applicable to employees in jobcodes assigned to the M Unit.

21           SECTION 15. FAIR LABOR STANDARDS ACT

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

1           SECTION 16. HOLIDAYS

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

4           January 1 (New Year's Day)

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

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

7           the last Monday in May (Memorial Day)

8           July 4 (Independence Day)

9           the first Monday in September (Labor Day)

10          the second Monday in October (Columbus Day)

11          November 11 (Veteran's Day)

12          Thanksgiving Day

13          the day after Thanksgiving

14          December 25 (Christmas Day)

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

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

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

21          Employees are entitled to four (4) floating holidays totaling thirty-two (32) hours (pro-rated for  
22 eligible part-time employees), in each fiscal year to be taken on days selected by the employee subject  
23 to prior scheduling approval of the Appointing Officer. Employees (both full-time and part-time)  
24 must complete six (6) months continuous service to establish initial eligibility for the floating  
25 holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the

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

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

#### 21 SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED

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



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

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

7 SECTION 18. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN  
8 MONDAY THROUGH FRIDAY

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

1           SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

5           SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

12           SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

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

24           SECTION 22. IN-LIEU HOLIDAYS

25           (1)   Requests for in-lieu holidays shall be made to the appropriate management

1 representative within thirty (30) days after the holiday is earned and must be taken  
2 within the fiscal year.

- 3 (2) In-lieu holidays will be assigned by the Appointing Officer or designee if not scheduled  
4 in accordance with the procedures described herein.  
5 (3) An in-lieu holiday can be carried over into the next fiscal year only with the written  
6 approval of the Appointing Officer.

7 SECTION 23. PROBATIONARY PERIODS

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

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

12 SECTION 24. HEALTH AND WELFARE AND DENTAL COVERAGE

13 1. EMPLOYEE HEALTH CARE COVERAGE

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

16 2. DEPENDENT HEALTH CARE COVERAGE

- 17 (A) The City's contribution for dependent health care coverage for Miscellaneous  
18 Unrepresented employees shall be \$225.00 per covered employee per month. In the  
19 event that the cost of dependent care increases, the City will adjust its pick-up level up to  
20 75% of the cost of Kaiser's dependent health care medical costs charged to the  
21 employee for the employee plus two or more dependents category.

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

- 25 (B) The City's contribution for Management Unrepresented employees to the Flexible

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

5 3. DENTAL HEALTH CARE COVERAGE

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

7 SECTION 25. RETIREMENT CONTRIBUTION

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

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

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

20 SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

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

24 Employees must provide at least two (2) weeks advance notice of their desire to attend a  
25 retirement planning seminar to the appropriate supervisor. An employee shall be released from work

1 to attend the seminar unless staffing requirements or other Department exigencies require the  
2 employee's attendance at work on the day or days such seminar is scheduled. Release time shall not  
3 be unreasonably withheld.

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

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

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

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

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

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

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

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

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

19 SECTION 28. STATE DISABILITY INSURANCE (SDI) COVERAGE

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

24 SECTION 29. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION STATUTES

25 This Ordinance shall be interpreted, administered and applied in a manner that complies with

1 the provisions of federal, state and local disability and anti-discrimination statutes. The City shall  
2 have the right to take whatever action it deems appropriate to ensure compliance with such laws.

3 SECTION 30. TUITION REIMBURSEMENT

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

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

16 SECTION 31. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL  
17 PSYCHOLOGISTS

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

25 SECTION 32. SPECIAL EDUCATIONAL LEAVE FOR SUPERVISING CLINICAL

1 PSYCHOLOGISTS

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

6 SECTION 33. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR REGISTRATIONS

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

10 SECTION 34. BAR DUES

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

14 SECTION 35. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

17 SECTION 36. LIFE INSURANCE

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

20 SECTION 37. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

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

24 SECTION 38. LONG TERM DISABILITY

25 The City, at its own cost, shall provide to Miscellaneous Unrepresented Employees a Long



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

6 SECTION 39. PARENTAL RELEASE TIME

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

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

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

20 SECTION 40. MILEAGE REIMBURSEMENT

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

23 SECTION 41. MUNICIPAL TRANSPORTATION AGENCY (MTA) INCENTIVE PROGRAMS

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

1 Incentive Program.

2 SECTION 42. GRIEVANCE PROCEDURE

3 Definition:

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

8 General Provisions:

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

11 If the supervisor or Appointing Officer fails to respond within the required time limits, the  
12 grievant may then present the grievance in writing to the next higher step. If the grievant fails to  
13 present the grievance to the next higher step within the required time limits, then the grievance will  
14 be considered to be resolved.

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

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

19 Procedure:

20 Step I Immediate Supervisor

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

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

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

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

6 Step II Department Head/Designee

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

15 Step III Director, Employee Relations Division

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

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

22 SECTION 43. SAVINGS CLAUSE

23 Should any part hereof or any provision herein be declared invalid by any decree of court of  
24 competent jurisdiction, such invalidation of such part or portion of this Ordinance shall not  
25 invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force

1 and effect for the duration of this ordinance.

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

5  
6 This Ordinance shall be effective July 1, 2008.

7  
8 APPROVED AS TO FORM:

9 DENNIS J. HERRERA, City Attorney

10  
11 By:



12 ELIZABETH SALVESON

13 Chief Labor Attorney

**ATTACHMENT A**

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

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

1229	Special Examiner	001
1280	Emp Relations Rep	001
1281	Sr Emp Relations Rep	001
1867	Assistant Performance Auditor	001
1942	Asst Materials Coordinator	001
2561	Optometrist	001
2576	Sprv Clincal Psychologist	001
2782	Laundry Superintendent	001
2966	Welfare Fraud Investigator	001
2967	Sup Welfare Fraud Investigator	001
3238	Dance Instructor	001
3246	Pianist	001
3438	Arborist Technician Supv II	001
3650	Medical Records Librarian	001
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
9914	Public Service Aide-Admin	001
9916	Public Svc Aide-Public Works	001
9920	Publ Svc Aide-Asst to Prof	001
9922	PS Aide to Prof	001
AC34	Project Analyst	001
AC35	Bd/Comm Secretary 3	001
AC41	Operations Program Associate	001
AC42	Grants Finance Associate	001
AC43	Grants Associate	001
AC44	Grant Funding Prgrm Associate	001
AC45	CIP Outreach Coordinator	001
0881	Mayoral Staff I	002
0882	Mayoral Staff II	002
0883	Mayoral Staff III	002

0884	<i>Mayoral Staff IV</i>	002
0885	<i>Mayoral Staff V</i>	002
0886	<i>Mayoral Staff VI</i>	002
0887	<i>Mayoral Staff VII</i>	002
0888	<i>Mayoral Staff VIII</i>	002
0889	<i>Mayoral Staff IX</i>	002
0890	<i>Mayoral Staff X</i>	002
0891	<i>Mayoral Staff XI</i>	002
0892	<i>Mayoral Staff XII</i>	002
0901	<i>Mayoral Staff XIII</i>	002
0902	<i>Mayoral Staff XIV</i>	002
0903	<i>Mayoral Staff XV</i>	002
0904	<i>Mayoral Staff XVI</i>	002
0905	<i>Mayoral Staff XVII</i>	002
1282	<i>Mgr Emp Relations Div</i>	002
1283	<i>Dir Emp Relations Div</i>	002
1293	<i>Human Resources Director</i>	002
1849	<i>Prog Mgr, Bus &amp; Econ Develop</i>	002
3234	<i>Marina Manager</i>	002
5646	<i>Environ Program Mgr I</i>	002
8137	<i>Chf Victim/Witness Invstgtor</i>	002
AB44	<i>Cfdntal Chf Atty 2, (Cvl&amp;Crmnl)</i>	002
AC37	<i>Principal Area Manager</i>	002
AC38	<i>Assistant Superintendent, Rec</i>	002
AC39	<i>Manager, Marina Operations</i>	002



# City and County of San Francisco

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

## Tails

## Ordinance

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**File Number:** 080697

**Date Passed:**

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of Section A8.409 of the Charter, in job codes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2008.

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June 24, 2008 Board of Supervisors — PASSED ON FIRST READING

Ayes: 11 - Alioto-Pier, Ammiano, Chu, Daly, Dufty, Elsbernd, Maxwell,  
McGoldrick, Mirkarimi, Peskin, Sandoval

July 8, 2008 Board of Supervisors — FINALLY PASSED

Ayes: 10 - Alioto-Pier, Chu, Daly, Dufty, Elsbernd, Maxwell, McGoldrick,  
Mirkarimi, Peskin, Sandoval  
Excused: 1 - Ammiano

File No. 080697

I hereby certify that the foregoing Ordinance  
was **FINALLY PASSED** on July 8, 2008 by  
the Board of Supervisors of the City and  
County of San Francisco.



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Angela Calvillo  
Clerk of the Board



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Mayor Gavin Newsom

7.11.08

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Date Approved