

File No. 120522

Committee Item No. 29

Board Item No. 49

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date June 14, 2012

Board of Supervisors Meeting Date 6/19/12

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form (for hearings)             |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
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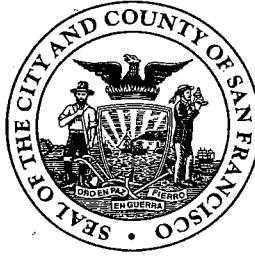
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Completed by: Alisa Miller Date June 8, 2012

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

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

BOARD of SUPERVISORS



City Hall  
Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
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## MEMORANDUM

### GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

#### SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Mark Farrell, Chair  
Government Audit and Oversight Committee

FROM: Rana Calonsag, Committee Clerk

DATE: June 15, 2012

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**  
Tuesday, June 19, 2012

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, June 19, 2012. This item was acted upon at the Committee Meeting on June 14, 2012 at 1:00 p.m., by the votes indicated.

**Item No. 29**                      **File No. 120522**

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, 2012.

#### RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Mark Farrell - Aye  
Supervisor Sean Elsbernd - Aye  
Supervisor David Chiu - Aye

cc: Board of Supervisors  
Angela Calvillo, Clerk of the Board  
Rick Caldeira, Legislative Deputy Director  
Cheryl Adams, Deputy City Attorney  
Binder Copy



**CITY AND COUNTY OF SAN FRANCISCO**  
**OFFICE OF THE CONTROLLER**

**Ben Rosenfield**  
**Controller**

**Monique Zmuda**  
**Deputy Controller**

June 14, 2012

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: File Number 120522: Unrepresented Employees Ordinance for July 01, 2012 – June 30, 2013

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of the Unrepresented Employees Ordinance. The amendment applies to the period from July 1, 2012 through June 30, 2013, affecting 116 authorized positions with a salary base of approximately \$9.1 million and an overall pay and benefits base of approximately \$11.3 million.

As seen in Attachment A, our analysis projects that this agreement will result in approximately \$2,000 of increased costs to the City during FY 2012-13. Our analysis assumes a scenario where premiums, overtime, step, and attrition grow consistent with wage changes.

If you have additional questions or concerns please contact me at 554-7500 or Drew Murrell of my staff at 554-7647.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Rosenfield". The signature is stylized and written over a horizontal line.

Ben Rosenfield  
Controller

cc: Martin Gran, ERD  
Harvey Rose, Budget Analyst

**Attachment A**

**Memorandum of Understanding from July 1, 2012 - June 30, 2013**

**Unrepresented Employees**

**Controller's Office Estimate of Costs/(Savings) FY 2012-2013**

<u>Annual Costs/(Savings)</u>	<u>FY 2012-2013</u>
<b>Wages</b>	
Increase Internal Adjustment Cap from 0.3% to 1.15% of total payroll cost (0.25% ongoing wage adjustment, 0.90% one-time payments)	\$ 14,000
<b>Wage-Related Fringe Increases/(Decreases)</b>	\$ 3,000
<b>Benefits</b>	
Increased premiums ranging from \$5 to \$15 per month for employees enrolled in the Delta Dental PPO effective January 1, 2013.	\$ (5,000)
Effective July 1, 2012 The City shall contribute \$726.04 per month for Employee Only, and 75% of the dependent rate charged to employees for Kaiser coverage at the two or more dependent level for Employees with one or more dependents	\$ (10,000)
<b>Annual Amount Increase/(Decrease)</b>	<u>\$ 2,000</u>

Controller's Office Summary of 2012 - 2014 Labor Agreements Costing  
6/14/2012

Citywide Patterns

1) Wage Increases: Three 1 % wage increases in FY 2013-14, projected to result in a 1.75% wage and variable fringe cost increase during FY 2013-14

2) Step Savings: Effective July 1, 2012 postpone advancement form Step 1 to Step 2 until the completion of 12 months of service rather than 6 months

3) Health Contributions: Effective January 2014, For "Medically Single" employees, the City will pay 90% of the cost of the medical premium capped at 90% of the cost of the second highest cost plan.

Table	Table Name	FY 2012-13 Total		FY 2013-14 Total	
		Wages & Premium	Variable Fringe	Wages & Premium	Variable Fringe
000	Consolidated Crafts	\$ 30,000	\$ -	\$ 844,000	\$ 229,000
001	Unrepresented Employees	\$ 14,000	\$ 3,000	\$ -	\$ -
003	Operating Engineers, Local 3	\$ -	\$ -	\$ -	\$ -
006	Electrical Workers, Local 6	\$ 492,000	\$ 108,000	\$ (15,000)	\$ 21,000
021	Local 21	\$ 62,000	\$ (16,000)	\$ (17,000)	\$ 255,000
038	Plumbing and Pipefitting Industry	\$ 16,000	\$ -	\$ -	\$ 1,643,000
039	Stationary Engineers	\$ -	\$ -	\$ -	\$ 136,000
121	Service Employees International Union	\$ 6,048,000	\$ (39,000)	\$ (35,000)	\$ 265,000
130	Machinists Union	\$ 12,000	\$ -	\$ (6,051,000)	\$ 1,981,000
163*	Physicians and Dentists	\$ 2,514,000	\$ 486,000	\$ (9,000)	\$ 55,000
200	TWU Local 200	\$ -	\$ -	\$ -	\$ 589,000
251	TWU Local 250-A, TWU - Miscellaneous	\$ 7,000	\$ -	\$ -	\$ 8,000
252	TWU Local 250-A, TWU - Auto Service Worker	\$ (9,000)	\$ -	\$ -	\$ 38,000
261	Laborers	\$ (69,000)	\$ 144,000	\$ -	\$ 12,000
311	Municipal Attorneys	\$ (2,000)	\$ (1,000)	\$ (47,000)	\$ 444,000
351	Municipal Executives Association	\$ -	\$ -	\$ -	\$ 286,000
419	DA Investigators	\$ -	\$ -	\$ (79,000)	\$ 541,000
498	SF Deputy Sheriff's Association	\$ 5,000	\$ -	\$ (2,000)	\$ 13,000
499	SF Sheriff's Managers and Supervisors	\$ -	\$ -	\$ (47,000)	\$ 268,000
651	SF Probation Officers	\$ 873,000	\$ (849,000)	\$ (6,000)	\$ 46,000
791	Staff / Per Diem Nurses	\$ (54,000)	\$ -	\$ -	\$ (773,000)
856	Teamsters - Multi - Unit	\$ 113,000	\$ (108,000)	\$ -	\$ 412,000
858**	Supervising Nurses	\$ 25,000	\$ -	\$ (5,000)	\$ (78,000)
965	Supervising Probation Officers	\$ -	\$ -	\$ (3,000)	\$ 85,000
969	Institutional Police Officers	\$ -	\$ -	\$ -	\$ 7,000
		\$ 3,489,000	\$ 37,571,000		

\* The MOUs with the Physicians and Dentists are split into two groups: one for bargaining unit 17 and one for bargaining unit 18 and run for three years from July 1, 2012 through June 30, 2015  
\*\* The MOU with Supervising Nurses is for three years from July 1, 2012 through June 30, 2015

[Compensation for Unrepresented Employees]

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, 2012.

Note: Additions are single-underline italics Times New Roman; deletions are ~~striketrough italics Times New Roman~~. Board amendment additions are double underlined. Board amendment deletions are ~~striketrough normal~~.

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

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

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

TABLE OF CONTENTS

SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT..... 3
SECTION 2. WAGE RATES..... 4
SECTION 3. INTERNAL ADJUSTMENT PROCESS ..... 5
SECTION 4. ACTING ASSIGNMENT PAY ..... 6
SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT ..... 6

1	SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED EMPLOYEES):	8
2	SECTION 7. BILINGUAL PAY.....	9
3	SECTION 8. PREMIUM PAY .....	10
4	SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS.....	10
5	SECTION 10. METHODS OF CALCULATION.....	11
6	SECTION 11. WORK SCHEDULES .....	11
7	(1) REGULAR WORK SCHEDULES .....	11
8	(2) NIGHT DUTY.....	12
9	(3) ALTERNATE WORK SCHEDULES .....	12
10	(4) VOLUNTARY REDUCED WORK WEEK .....	13
11	SECTION 12. STANDBY PAY AND PAGER PAY .....	13
12	SECTION 13. CALL BACK.....	13
13	SECTION 14. OVERTIME COMPENSATION.....	14
14	SECTION 15. FAIR LABOR STANDARDS ACT.....	15
15	SECTION 16. HOLIDAYS .....	15
16	SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED.....	17
17	SECTION 18. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY .....	18
18	SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF.....	18
19	SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION.....	19
20	SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS.....	19
21	SECTION 22. IN-LIEU HOLIDAYS.....	19
22	SECTION 23. PROBATIONARY PERIODS.....	20
23	SECTION 24. HEALTH AND WELFARE .....	20
24	1. MISCELLANEOUS UNIT (001).....	20
25	a. MEDICALLY SINGLE EMPLOYEES.....	20
	b. DEPENDENT HEALTH CARE COVERAGE.....	20
	c. DENTAL HEALTH CARE COVERAGE.....	21
	2. MANAGEMENT UNIT (002).....	21
	SECTION 25. RETIREMENT CONTRIBUTION.....	21
	SECTION 26. RETIREMENT RESTORATION .....	22

1	SECTION 27. PRE-RETIREMENT PLANNING SEMINAR .....	22
2	SECTION 28. WORKER'S COMPENSATION AND RETURN TO WORK.....	22
3	SECTION 29. STATE DISABILITY INSURANCE (SDI) COVERAGE.....	24
4	SECTION 30. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION STATUTES .....	24
5	SECTION 31. TUITION REIMBURSEMENT.....	25
6	SECTION 32. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL PSYCHOLOGISTS.....	26
7	SECTION 33. SPECIAL EDUCATIONAL LEAVE FOR SUPERVISING CLINICAL .....	26
8	PSYCHOLOGISTS.....	26
9	SECTION 34. BAR DUES .....	26
10	SECTION 35. TRAINING, CAREER DEVELOPMENT AND INCENTIVES .....	27
11	SECTION 36. LIFE INSURANCE.....	27
12	SECTION 37. SAFETY EQUIPMENT & PROTECTIVE CLOTHING.....	27
13	SECTION 38. LONG TERM DISABILITY .....	27
14	SECTION 40. MILEAGE REIMBURSEMENT .....	28
15	SECTION 41. GRIEVANCE PROCEDURE .....	28
16	SECTION 42. SAVINGS CLAUSE .....	30

SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

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



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

2 SECTION 2. WAGE RATES

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

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

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

14 The 1280 – Employee Relations Representative Classification's Pay Plan shall  
15 be the same rates of pay as the 1244 – Senior Personnel Analyst Classification.

16 There shall also be three additional five percent (5%) steps (Steps 1, 2 & 3) at  
17 the bottom of the range. Employees may be placed in Step 6, 7 or 8 by the  
18 approval of the Employee Relations Director. Such placement is contingent  
19 upon the Employee Relations Director's designation of the employee as having  
20 lead responsibilities in employee-employer relations matters.

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

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

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

1 SECTION 3. INTERNAL ADJUSTMENT PROCESS

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

6 1. Standards

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

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

19 2. Internal Adjustment Cap

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

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

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

2 SECTION 4. ACTING ASSIGNMENT PAY

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

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

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

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

12 (4) The employee is assigned to perform the duties of a higher job code for longer  
13 than eleven (11) consecutive working days; after which acting assignment pay  
14 shall be retroactive to the first day of the assignment.

15 a. If each of the above criteria are met, and upon written approval by the  
16 Department Head, an employee shall be paid one full salary step  
17 adjustment (approximately 5%) but which does not exceed the maximum  
18 step of the salary grade of the job code to which temporarily assigned.

19 Premiums based on percent of salary shall be paid at a rate which  
20 includes acting assignment pay.

21 b. Requests for classification or reclassification review shall not be governed  
22 by this provision.

23 SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 23 SECTION 7. BILINGUAL PAY

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

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

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

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

#### 9 SECTION 8. PREMIUM PAY

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

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

#### 15 SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

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

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

1 performance evaluations subject to the grievance procedure.

2 SECTION 10. METHODS OF CALCULATION

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

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

12 SECTION 11. WORK SCHEDULES

13 (1) REGULAR WORK SCHEDULES

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

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

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



1 Employees who are not properly notified and report to work and are informed no work  
2 applicable to the job code is available shall be paid for a minimum of two (2) hours.

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

8 (2) NIGHT DUTY

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

19 (3) ALTERNATE WORK SCHEDULES

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

1 schedules.

2 (4) VOLUNTARY REDUCED WORK WEEK

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

7 SECTION 12. STANDBY PAY AND PAGER PAY

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

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

18 SECTION 13. CALL BACK

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

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

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

2 SECTION 14. OVERTIME COMPENSATION

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

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

18 (3) Only legal holidays, listed in Section 16 ("Holidays"), shall count as hours  
19 worked for the purposes of computing overtime.

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

25 (5) Employees in job codes designated by a "Z" symbol shall not be paid for

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

#### 10 SECTION 15. FAIR LABOR STANDARDS ACT

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

#### 15 SECTION 16. HOLIDAYS

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

18 January 1 (New Year's Day)

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

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

21 the last Monday in May (Memorial Day)

22 July 4 (Independence Day)

23 the first Monday in September (Labor Day)

24 the second Monday in October (Columbus Day)

25 November 11 (Veteran's Day)

1 Thanksgiving Day  
2 the day after Thanksgiving  
3 December 25 (Christmas Day)

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

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

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

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

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

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

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

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

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

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

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

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

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

24 SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

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

### 3 SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

### 10 SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

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

### 23 SECTION 22. IN-LIEU HOLIDAYS

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



1 taken within the fiscal year.

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

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

#### 6 SECTION 23. PROBATIONARY PERIODS

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

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

#### 12 SECTION 24. HEALTH AND WELFARE

##### 13 1. MISCELLANEOUS UNIT (001)

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

##### 16 a. MEDICALLY SINGLE EMPLOYEES

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

##### 24 b. DEPENDENT HEALTH CARE COVERAGE

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

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

6 c. DENTAL HEALTH CARE COVERAGE

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

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

13 2. MANAGEMENT UNIT (002)

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

17 SECTION 25. RETIREMENT CONTRIBUTION

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

20 The parties acknowledge that the San Francisco Charter establishes the levels, terms  
21 and conditions of retirement benefits for members of the San Francisco Employees  
22 Retirement System (SFERS). The fact that the Ordinance does not specify that a certain  
23 item of compensation is excluded from retirement benefits should not be construed to mean  
24 that the item is included by the Retirement Board when calculating retirement benefits.  
25

1 SECTION 26. RETIREMENT RESTORATION

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

8 SECTION 27. PRE-RETIREMENT PLANNING SEMINAR

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

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

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

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

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

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

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

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

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

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

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

1 an accelerated rate.

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

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

9 SECTION 29. STATE DISABILITY INSURANCE (SDI) COVERAGE

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

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

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

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

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

#### 4 SECTION 31. TUITION REIMBURSEMENT

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

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

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

1 SECTION 32. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL  
2 PSYCHOLOGISTS

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

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

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

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

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

24 SECTION 34. BAR DUES

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

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

3 SECTION 35. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

6 SECTION 36. LIFE INSURANCE

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

10 SECTION 37. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

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

14 SECTION 38. LONG TERM DISABILITY

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

21 SECTION 39. PARENTAL RELEASE TIME

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



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

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

#### 11 SECTION 40. MILEAGE REIMBURSEMENT

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

#### 14 SECTION 41. GRIEVANCE PROCEDURE

15 Definition:

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

20 General Provisions:

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

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

1 grievance will be considered to be resolved.

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

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

6 Procedure:

7 Step I Immediate Supervisor.

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

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

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

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

19 Step II Department Head/Designee

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

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

4 Step III Director, Employee Relations Division

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

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

12 SECTION 42. SAVINGS CLAUSE

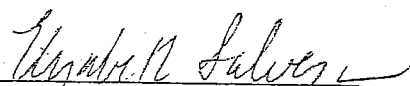
13 Should any part hereof or any provision herein be declared invalid by any decree of  
14 court of competent jurisdiction, such invalidation of such part or portion of this Ordinance  
15 shall not invalidate the remaining portions hereof and the remaining portions hereof shall  
16 remain in full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

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

20 This Ordinance shall be effective July 1, 2012.

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

23 By:

  
24 ELIZABETH SALVESON  
25 Chief Labor Attorney

Mayor Edwin M. Lee  
BOARD OF SUPERVISORS

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**ATTACHMENT A**

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

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

<u>Job Code</u>	<u>Description</u>	<u>Union Code</u>
1229	Special Examiner	001
1280	Employee Relations Representative	001
1281	Senior Emp Relations Representative	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
3246	Pianist	001
3438	Arborist Technician Supv II	001
8168	Parking Hearing Supervisor	001
8247	Emergency Planning Coordinator	001
8446	Court Alternative Specialist 1	001
9144	Investigator, Taxi & Access Svcs	001
9530	Labor Relations Rep, SFMTA	001
9531	Sr. Labor Relations Rep, SFMTA	001
9916	Public Svc Aide-Public Works	001
AC35	Bd/Comm Secretary 3	001
0881	Mayoral Staff I	002
0882	Mayoral Staff II	002
0883	Mayoral Staff III	002

	Job Code	Description	Union Code
1			
2	0884	Mayoral Staff IV	002
3	0885	Mayoral Staff V	002
4	0886	Mayoral Staff VI	002
5	0887	Mayoral Staff VII	002
6	0888	Mayoral Staff VIII	002
7	0889	Mayoral Staff IX	002
8	0890	Mayoral Staff X	002
9	0891	Mayoral Staff XI	002
10	0892	Mayoral Staff XII	002
11	0901	Mayoral Staff XIII	002
12	0902	Mayoral Staff XIV	002
13	0903	Mayoral Staff XV	002
14	0904	Mayoral Staff XVI	002
15	0905	Mayoral Staff XVII	002
16	1282	Manager, Employee Relations Div	002
17	1283	Director, Emp Relations Div	002
18	1293	Human Resources Director	002
19	1682	Controller	002
20	1849	Prog Mgr, Bus & Econ Develop	002
21	8137	Chf Victim/Witness Invstgtor	002
22	AB44	Cfdntal Chf Atty 2,(Cvl&Crmnl)	002
23	AC38	Assistant Superintendent, Rec	002
24			
25			

Mayor Edwin M. Lee  
 BOARD OF SUPERVISORS



2012-2013 Unrepresented Ordinance Summary

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