

File No. 230563

Committee Item No. 13

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

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Committee: Government Audit and Oversight

Date: June 1, 2023

Board of Supervisors Meeting:

Date: \_\_\_\_\_

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Prepared by: Stephanie Cabrera

Date: May 23, 2023

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_



## Employee Relations

City and County of San Francisco  
Department of Human Resources

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CCSF NEGOTIATIONS 2023

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Unrepresented Employees

### Unrepresented Employees Job Codes Unit 001

001	Misc. Unrepresented Employees	1280	Employee Relations Representative	Z
001	Misc. Unrepresented Employees	1281	Senior Employee Relations Representative	Z
001	Misc. Unrepresented Employees	9530	Labor Relations Representative, SFMTA	Z
001	Misc. Unrepresented Employees	9531	Senior Labor Relations Representative, SFMTA	Z



## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2023

Unrepresented Employees

### Unrepresented Employees Job Codes Unit 002

002	Mgt. Unrepresented Employees	0881	Mayoral Staff I	N
002	Mgt. Unrepresented Employees	0882	Mayoral Staff II	N
002	Mgt. Unrepresented Employees	0883	Mayoral Staff III	Z
002	Mgt. Unrepresented Employees	0884	Mayoral Staff IV	Z
002	Mgt. Unrepresented Employees	0885	Mayoral Staff V	Z
002	Mgt. Unrepresented Employees	0886	Mayoral Staff VI	Z
002	Mgt. Unrepresented Employees	0887	Mayoral Staff VII	Z
002	Mgt. Unrepresented Employees	0888	Mayoral Staff VIII	Z
002	Mgt. Unrepresented Employees	0889	Mayoral Staff IX	Z
002	Mgt. Unrepresented Employees	0890	Mayoral Staff X	Z
002	Mgt. Unrepresented Employees	0891	Mayoral Staff XI	Z
002	Mgt. Unrepresented Employees	0892	Mayoral Staff XII	Z
002	Mgt. Unrepresented Employees	0901	Mayoral Staff XIII	Z
002	Mgt. Unrepresented Employees	0902	Mayoral Staff XIV	Z
002	Mgt. Unrepresented Employees	0903	Mayoral Staff XV	Z
002	Mgt. Unrepresented Employees	0904	Mayoral Staff XVI	Z
002	Mgt. Unrepresented Employees	0905	Mayoral Staff XVII	Z
002	Mgt. Unrepresented Employees	1282	Manager, Employee Relations Division	Z
002	Mgt. Unrepresented Employees	1283	Director, Employee Relations Division	Z
002	Mgt. Unrepresented Employees	1293	Human Resources Director	Z
002	Mgt. Unrepresented Employees	1682	Controller	Z
002	Mgt. Unrepresented Employees	9399	Port Director	Z
002	Mgt. Unrepresented Employees	9979	Labor and Employment Advisor	Z
002	Mgt. Unrepresented Employees	AB44	Confidential Chief Attorney II, (Civil & Criminal)	Z

**LEGISLATIVE DIGEST**

[Compensation for Unrepresented Employees]

**Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is 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 other terms and conditions of employment and methods of payment effective July 1, 2023.**

Existing Law

Under Charter Section A8.409-1, the Mayor proposes for approval by the Board of Supervisors 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.

Amendments to Current Law

The proposed ordinance presents the Mayor's proposed wages, hours and other terms and conditions of employment applicable to all unrepresented job codes or positions of City employment for Fiscal Year 2023-2024.

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1 [Compensation for Unrepresented Employees]

2

3 **Ordinance fixing compensation for persons employed by the City and County of San**  
4 **Francisco whose compensation is subject to the provisions of Section A8.409 of the**  
5 **Charter, in job codes not represented by an employee organization, and establishing**  
6 **working schedules and other terms and conditions of employment and methods of**  
7 **payment effective July 1, 2023.**

8 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
9 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
10 **Deletions to Codes** are in ~~*italics Times New Roman font*~~.  
11 **Board amendment additions** are in Arial font.  
12 **Board amendment deletions** are in ~~Arial font~~.  
13 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
14 subsections or parts of tables.

12

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

14

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

18 Unless specifically noted, the following provisions are applicable to all employees  
19 covered by this Ordinance, which includes Miscellaneous Unrepresented employees (unit  
20 001) and Management Unrepresented employees (unit 002). As used in this Ordinance, the  
21 term Appointing Officer shall include the Appointing Officer's designee, unless otherwise  
22 specified. For informational purposes, a list of job codes designated as Miscellaneous  
23 Unrepresented and Management Unrepresented is on file with the Clerk of the Board of  
24 Supervisors in Board File No. 230563.

25

1 SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

2 A. All terms and conditions of employment not covered under this Ordinance shall  
3 continue to be subject to the City’s direction and control. Unless specifically addressed  
4 herein, those terms and conditions of employment that are set forth in the Charter,  
5 Administrative Code, Civil Service Rules, and City policies and procedures, shall apply to  
6 employees covered by this Ordinance.

7 B. Nothing in this Ordinance shall have application to changes of Civil Service rules  
8 and matters subject to the exclusive jurisdiction of the Civil Service Commission under  
9 Charter Section A8.409-3, unless specifically approved by the Civil Service Commission,  
10 except as such changes may affect compensation.

11  
12 SECTION 2. WAGE RATES

13 A. The wage rates for job codes covered by this Ordinance for fiscal year 2023-  
14 2024 shall be increased as follows:

15	Effective July 1, 2023:	2.50%
16	Effective January 6, 2024:	2.25%

17  
18 B. The 1283 – Director, Employee Relations Division Classification’s Pay Plan shall  
19 be the same range of pay as the 0954 – Deputy Director IV Classification.

20 The 1282 – Manager, Employee Relations Division Classification’s Pay Plan  
21 shall be the same range of pay as the 0932 – Manager IV Classification.

22 The 1281 – Senior Employee Relations Representative Classification’s Pay Plan  
23 shall be the same range of pay as the 1824 – Principal Administrative Analyst Classification.  
24 There shall be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the range  
25 for this classification. The Employee Relations Director may place employees in Step 6, 7 or

1 8, contingent upon the Employee Relations Director designating the employee as the principal  
2 representative for a major employee group.

3 The Pay Plan for classifications 1280 – Employee Relations Representative and  
4 9530 – Labor Relations Representative, SFMTA, shall be the same range of pay as the 1244  
5 – Senior Personnel Analyst Classification. There shall also be three additional five percent  
6 (5%) steps (Steps 1, 2 & 3) at the bottom of the range. The Employee Relations Director for  
7 classification 1280, or Director of Transportation or designee for classification 9530, has the  
8 discretion to place such employees in Steps 6, 7, or 8.

9 The 1293 – Human Resources Director Classification’s Pay Plan shall be the  
10 same range of pay as the 0964 – Department Head IV Classification.

11 C. The 1682 – Controller Classification’s Pay Plan shall be the same range of pay  
12 as the 0965 – Department Head V Classification.

13 D. The AB44 – Confidential Chief Attorney II Classification’s Pay Plan shall be five  
14 percent (5%) above the top step of Classification 8193 Chief Attorney I.

15 E. The Port Commission shall determine the salary for the 9399 Port Director  
16 Classification, pursuant to Charter Appendix B3.581(h).

17 G. All base wage calculations shall be rounded to the nearest whole dollar, bi-  
18 weekly salary.

19  
20 SECTION 3. INTERNAL ADJUSTMENT PROCESS

21 Upon request of an Appointing Officer, the Human Resources Director, with the  
22 concurrence of the Controller, may approve internal salary adjustments for members of the  
23 Management Unit (002), except for the Mayoral Staff classifications (0881-0905), based upon  
24 the following:

25 A. Standards

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

3 1. The salary for the job code is below the prevailing wage level in the relevant  
4 labor market as demonstrated by verifiable salary data; and/or

5 2. There is an ongoing and demonstrable recruitment and/or retention problem for  
6 the job code; and/or

7 3. Traditional salary relationships, which continue to be justified, have been  
8 substantially altered; and/or

9 4. The duties, responsibilities, and/or minimum requirements for a job code have  
10 been altered significantly; and/or

11 5. Adjustment is necessary to maintain comparability with similarly-situated  
12 employees in represented bargaining units.

13 B. Internal Adjustment Cap

14 Internal adjustment costs shall not exceed those offered to members of the City's  
15 bargaining unit #32.

16  
17 SECTION 4. ACTING ASSIGNMENT PAY

18 A. Employees assigned by the Appointing Officer to perform the full range of  
19 essential functions of a position in a higher job code shall receive compensation at a higher  
20 salary if all of the following conditions are met:

21 1. The assignment is in writing with copies to the Department of Human Resources  
22 and Controller.

23 2. The assignment conforms to all Civil Service Commission Rules, policies and  
24 procedures.

25 3. The position to which the employee is assigned is a budgeted position.



1           4.     The employee is assigned to perform the duties of a higher job code for longer  
2 than ten (10) consecutive working days, after which acting assignment pay shall be retroactive  
3 to the first day of the assignment.

4           B.     If each of the above criteria are met, and upon written approval by the  
5 Appointing Officer an employee shall be paid one full salary step adjustment (approximately  
6 5%) as acting assignment pay, provided that pay does not exceed the maximum step of the  
7 salary grade of the job code to which the employee was temporarily assigned. Premiums  
8 based on percent of salary shall be paid at a rate that includes acting assignment pay.

9           C.     This provision does not govern requests for classification or reclassification  
10 review.

11  
12           SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

13           The Appointing Officer may adjust the compensation of a supervisory employee whose  
14 compensation grade is set by this Ordinance subject to the following conditions:

15           A.     The supervisor, as part of the regular responsibilities of his/her job code,  
16 supervises, directs, is accountable for, and is in charge of the work of a subordinate or  
17 subordinates.

18           B.     The supervisor must actually supervise the technical content of subordinate  
19 work and possess education and/or experience appropriate to the technical assignment.

20           C.     The organization is a permanent one approved by the Appointing Officer, Board,  
21 or Commission, where applicable, and is a matter of record based upon review and  
22 investigation by the Department of Human Resources.

23           D.     The job codes of both the supervisor and the subordinate are appropriate to the  
24 organization and have a normal, logical relationship to each other in terms of their respective  
25 duties and levels of responsibility and accountability in the organization.

1           E.     The compensation grade of the supervisor is less than one full step  
2 (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee  
3 supervised. In determining the compensation grade of a job code paid a flat rate, the City will  
4 convert the flat rate to a bi-weekly rate; for the compensation rate of the flat rate job code, the  
5 City shall use the compensation grade the top step of which is closest to the converted flat  
6 rate.

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

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

19           H.     The compensation adjustment is retroactive to the date the employee became  
20 eligible, but not earlier than the beginning of the current fiscal year.

21           I.     The Human Resources Department may review any changes in the conditions  
22 or circumstances that were and are relevant to the request for salary adjustment under this  
23 section.

1 SECTION 6. SEVERANCE PAY

2 A. Except as provided in Subsection (B) below, exempt employees in Management  
3 Unit (002) shall have the same thirty (30) day notice of release or pay in lieu of notice and  
4 severance pay benefits as available to members of the City's bargaining unit #32, subject to  
5 the same terms and conditions on which notice/pay in lieu of notice and severance pay is  
6 available to member of the City's bargaining unit #32.

7 B. Employees in class AB44 Confidential Chief Attorney II shall have the same  
8 thirty (30) day notice of release or pay in lieu of notice and severance pay benefits as  
9 available to members of the City's bargaining unit #31, subject to the same terms and  
10 conditions on which notice/pay in lieu of notice and severance pay is available to member of  
11 the City's bargaining unit #31.

12  
13 SECTION 7. PREMIUM PAY

14 All premiums and additional forms of compensation described in this Ordinance shall  
15 be paid only for actual hours worked.

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

19  
20 SECTION 8. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

21 Appointing Officers may appoint employees to any step, at any time, in the salary  
22 grade up to but not exceeding the maximum of the salary grade. If there are no steps within  
23 the salary grade, the Appointing Officer may appoint employees to any place within the grade  
24 at any time, providing that the placement does not exceed the salary grade maximum.

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

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

8  
9 SECTION 9. METHODS OF CALCULATION

10 A. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis  
11 shall be paid the bi-weekly salary for the position for work performed during the bi-weekly  
12 payroll period. There shall be no compensation for time not worked unless such time off is  
13 authorized time off with pay.

14 B. Per Diem or Hourly. An employee whose compensation is fixed on a per diem  
15 or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly  
16 payroll period on a bi-weekly pay grade. There shall be no compensation for time not worked  
17 unless such time off is authorized time off with pay.

18  
19 SECTION 10. WORK SCHEDULES

20 A. REGULAR WORK SCHEDULES

21 1. Regular Work Day. Unless otherwise provided in this Ordinance, a regular  
22 workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four  
23 (24) hours.

24 2. Regular Work Week. The Appointing Officer shall determine the work schedule  
25 for employees. A regular work week is a tour of duty of five (5) worked days within a seven

1 (7) day period. However, employees who are moving from one shift or one work schedule to  
2 another may be required to work in excess of five (5) working days in conjunction with  
3 changes in their work shifts or schedules.

4 3. Employees shall receive no compensation when properly notified (2-hour notice)  
5 that work applicable to the job code is not available because of inclement weather conditions,  
6 shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are  
7 not properly notified and report to work and are informed no work applicable to the job code is  
8 available shall be paid for a minimum of two (2) hours. Employees who have been  
9 designated by their department as emergency personnel must report to work as scheduled  
10 unless otherwise notified by the Appointing Officer. Employees who begin their shifts and are  
11 subsequently relieved of duty due to the above reasons shall be paid a minimum of two (2)  
12 hours, and for hours actually worked beyond two (2) hours, computed to the nearest one-  
13 quarter hour.

14 B. ALTERNATE WORK SCHEDULES

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

21 C. VOLUNTARY REDUCED WORK WEEK

22 Subject to approval by the Appointing Officer, employees covered by this Ordinance  
23 may voluntarily elect to work a reduced work week for a specified period of time. Such  
24 reduced work week shall not be less than twenty (20) hours per week. Pay, vacation,  
25

1 holidays and sick pay shall be reduced proportionately in accordance with any such reduced  
2 work week.

3  
4 SECTION 11. STANDBY PAY AND PAGER PAY

5 Employees who, as part of the duties of their positions are required by the Appointing  
6 Officer to standby when normally off duty to be instantly available to be called in for immediate  
7 emergency service for the performance of their regular duties, shall be paid ten percent (10%)  
8 of their regular straight time rate of pay for the period of such standby service. When such  
9 employees are called to perform their regular duties in emergencies during the period of such  
10 standby service, they shall be paid while engaged in such emergency service the usual rate of  
11 pay for such service.

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

14  
15 SECTION 12. CALL BACK

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

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

24  
25 SECTION 13. OVERTIME COMPENSATION

1           A.     Subject to sub-paragraphs (B) through (D) below, the Appointing Officer may  
2 require employees to work longer than the regular work day or the regular work week. Any  
3 time worked by an employee with proper authorization, exclusive of part-time employees, in  
4 excess of forty (40) hours actually worked during a regular work week shall be designated as  
5 overtime and shall be compensated at one-and-one-half times the base hourly rate.

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

12          C.     Only legal holidays, listed in Section 15 ("Holidays"), shall count as hours  
13 worked for the purposes of computing overtime.

14          D.     Employees in non-"Z" designated job codes who are required to work overtime  
15 shall be paid at a rate of one and one-half times their regular base rate. An employee may  
16 elect to accrue Compensatory Time Off ("CTO") in lieu of overtime, provided that the  
17 Appointing Officer approves that election. In no instance may an employee accrue more than  
18 one hundred sixty (160) hours of CTO. Non-"Z" classified employees who are appointed to a  
19 position in another department shall have their entire CTO balance paid out at the rate of the  
20 underlying classifications prior to appointment. Non-"Z" classified employees who are  
21 appointed to positions in a higher, non-"Z" designated classifications or who are appointed to  
22 positions in a "Z" designated classifications shall have their entire CTO balance paid out at the  
23 rate of the lower classifications prior to promotion.

24          E.     Employees in job codes designated by a "Z" symbol shall not be paid for  
25 overtime worked but may earn CTO at the rate of one hour for each hour worked in excess of

1 40 hour/week. The maximum amount of CTO that may be accrued is one hundred sixty (160)  
2 hours with exception of class 1282 Manager Employee Relations for which the maximum  
3 amount of CTO that may be accrued is one hundred (100) hours in a fiscal year. In lieu of  
4 accruing CTO during the fiscal year, unrepresented department heads, the 1283 Director of  
5 Employee Relations and employees in AB44 Confidential Chief Attorney II shall have the  
6 same Management Leave benefit applicable to employees in job codes assigned to the EM  
7 Group.

8

9 SECTION 14. FAIR LABOR STANDARDS ACT

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

14

15 SECTION 15. HOLIDAYS

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

- 19 January 1 (New Year's Day)
- 20 the third Monday in January (Martin Luther King, Jr.'s Birthday)
- 21 the third Monday in February (President's Day)
- 22 the last Monday in May (Memorial Day)
- 23 June 19 (Juneteenth)
- 24 July 4 (Independence Day)
- 25 the first Monday in September (Labor Day)



1 the second Monday in October (Indigenous Peoples Day and Italian American Heritage  
2 Day)

3 November 11 (Veteran's Day)

4 Thanksgiving Day

5 the day after Thanksgiving

6 December 25 (Christmas Day)

7 Provided however, that, if January 1, July 4, November 11 or December 25 falls on a  
8 Sunday, the Monday following is a holiday.

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

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

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

24 Employees are entitled to five (5) floating holidays totaling forty (40) hours (pro-rated  
25 for eligible part-time employees), in each fiscal year to be taken on days selected by the

1 employee subject to prior scheduling approval of the Appointing Officer. Employees hired on  
2 an as-needed, intermittent or seasonal basis shall not receive floating holidays. Floating  
3 holidays may be taken in hourly increments up to and including the number of hours  
4 contained in the employee's regular shift. Floating holidays shall be carried forward from one  
5 fiscal year to the next. The number of floating holidays carried forward to a succeeding fiscal  
6 year may not exceed the total number of floating holidays received in the previous fiscal year.  
7 No compensation of any kind shall be earned or granted for floating holidays not taken.  
8 Employees who have established initial eligibility for floating holidays and subsequently  
9 separate from City employment, may, at the sole discretion of the Appointing Officer, be  
10 granted to take off those floating holiday(s) to which the separating employee was eligible and  
11 had not yet taken off. The number of floating holidays carried forward to a succeeding fiscal  
12 year shall not exceed the total number of floating holidays received in the previous fiscal year.

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

15

#### 16 SECTION 16. HOLIDAY COMPENSATION FOR TIME WORKED

17 Employees required by their respective Appointing Officer to work on any of the  
18 holidays specified in Section 15 or to substitute holidays excepting Fridays observed as  
19 holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1)  
20 additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12)  
21 hours pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours  
22 worked; provided, however, that at an employee's request and with the approval of the  
23 Appointing Officer, an employee may be granted CTO in lieu of paid overtime.

24

25

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

5 SECTION 17. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER  
6 THAN MONDAY THROUGH FRIDAY

7 A. Employees assigned to seven (7) day-operation departments or employees  
8 working a five (5) day work week other than Monday through Friday shall be allowed another  
9 day off if a holiday falls on one of their regularly scheduled days off.

10 B. Employees whose holidays are changed because of shift rotations shall be  
11 allowed another day off if a legal holiday falls on one of their days off.

12 C. Employees required to work on a holiday that falls on a Saturday or Sunday  
13 shall receive holiday compensation for work on that day. Holiday compensation shall not then  
14 be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday  
15 following a Sunday holiday.

16 D. Sections (B) and (C) above shall apply to part-time employees on a pro-rata  
17 basis. If the provisions of this section deprive an employee of the same number of legal  
18 holidays that an employee receives who works Monday through Friday, the employee shall be  
19 granted additional days off to equal such number of holidays. The designation of such days off  
20 shall be by mutual agreement of the employee and the appropriate employer representative.  
21 Such days off must be taken within the current or next fiscal year. In no event shall the  
22 provisions of this section result in the employee receiving more or less holidays than an  
23 employee on a Monday through Friday work schedule.  
24  
25

1 SECTION 18. 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  
3 worked not less than five (5) previous consecutive workdays shall be paid for the holiday at  
4 the employee’s normal rate of compensation.

5  
6 SECTION 19. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

13  
14 SECTION 20. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

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

1 SECTION 21. IN-LIEU HOLIDAYS

2 A. Requests for in-lieu holidays shall be made to the appropriate management  
3 representative within thirty (30) days after the holiday is earned and must be taken within the  
4 fiscal year.

5 B. In-lieu holidays will be assigned by the Appointing Officer if not scheduled in  
6 accordance with the procedures described herein.

7 C. An in-lieu holiday shall be carried over into the next fiscal year.  
8

9 SECTION 22. PROBATIONARY PERIODS

10 Probationary periods shall be defined and administered by the Civil Service  
11 Commission. All permanent civil service appointees shall serve a minimum of 2,080 hours  
12 probationary period.

13 A probationary period may be extended by mutual written agreement between the  
14 employee and the Appointing Officer.  
15

16 SECTION 23. HEALTH AND WELFARE

17 The City's contributions to employee health, dental, and other insurance benefits will be  
18 equivalent to those offered to members of the City's bargaining unit #32.

19 In addition, employees who are Health Services System members are eligible for one  
20 (1) annual VDT examination and prescribed eyewear.  
21

22 SECTION 24. RETIREMENT CONTRIBUTION

23 Employees in classifications covered by this Ordinance shall pay retirement  
24 contributions as set forth in the San Francisco Charter.  
25

1           The parties acknowledge that the San Francisco Charter establishes the levels, terms  
2 and conditions of retirement benefits for members of the San Francisco City and County  
3 Employees Retirement System (“SFERS”). The fact that the Ordinance does not specify that  
4 a certain item of compensation is excluded from retirement benefits does not and should not  
5 be construed to mean that SFERS includes the compensation when calculating retirement  
6 benefits.

7

8           SECTION 25. PRE-RETIREMENT PLANNING SEMINAR

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

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 who has timely  
14 requested release time shall be released from work to attend the seminar unless staffing  
15 requirements or other department exigencies require the employee’s attendance at work on  
16 the day or days such seminar is 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

20           SECTION 26. WORKER’S COMPENSATION AND RETURN TO WORK

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

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

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

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

22 Employee supplementation of worker's compensation payments to equal the full salary  
23 the employee would have earned for the regular work schedule in effect when the worker's  
24 compensation leave began shall be drawn only from an employee's paid leave credits  
25

1 including vacation, sick leave, or other paid leave as available. An employee returning from  
2 disability leave will accrue sick leave at the regular rate and not an accelerated rate.

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

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

10  
11 SECTION 27. STATE DISABILITY INSURANCE COVERAGE

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

16  
17 SECTION 28. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION  
18 STATUTES

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

23 A complaint of discrimination may, at the option of the employee, be processed through  
24 the grievance procedure of this Ordinance, or through the applicable Civil Service rules, the  
25 City Administrative Code, and federal and state law. If the employee elects to pursue



1 remedies for discrimination complaints outside the grievance procedure of this Ordinance, that  
2 election shall constitute a waiver of the right to pursue that complaint through the grievance  
3 process under this Ordinance. To the extent permissible by law, if there is an election to  
4 pursue the complaint through the grievance process under this Ordinance, that election shall  
5 constitute a waiver of the right to pursue the complaint in other forums and the employee shall  
6 be required to execute a written acknowledgement of the waiver in a form approved by the  
7 City Attorney.

8

9 SECTION 29. TUITION REIMBURSEMENT

10 The City will allocate \$30,000 for the Tuition Reimbursement Program for employees  
11 covered by this Ordinance. Employees covered by this Ordinance may be reimbursed up to a  
12 maximum of \$2,500 for tuition, registration fees, books and other materials for internal or  
13 external training programs that will enhance the employee's work skills, professional  
14 conferences, professional association memberships and desired licenses relevant to the  
15 employee's current classification. Tuition reimbursement must be approved by the employee's  
16 Appointing Officer and be in accordance with procedures determined by the Human  
17 Resources Director.

18 Subject to approval by the Appointing Officer and to the extent funds are available,  
19 employees may utilize up to \$1,000 of the funds available to them under this section to pay for  
20 the cost of reasonable and necessary travel and lodging for approved training. Travel  
21 reimbursement rates shall be as specified in the Controller's current travel policy.

22 In addition, subject to the approval of the Appointing Officer, an employee may also be  
23 reimbursed up to \$1,000 of the maximum funds available to them for the purchase of personal  
24 electronic devices (e.g. smartphones, tablets), laptop computers, professional software, and  
25 books and subscriptions for use in the performance of their City duties. Tuition

1 reimbursement must be approved by the employee's Appointing Officer and be in accordance  
2 with procedures determined by the Human Resources Director.

3  
4 SECTION 30. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR  
5 REGISTRATIONS

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

10  
11 SECTION 31. BAR DUES

12 Full-time permanent exempt employees covered by this Ordinance who, as a condition  
13 of employment, are required to be a member of the California State Bar shall be reimbursed  
14 for annual mandatory minimum California State Bar dues, plus one subcommittee.

15  
16 SECTION 32. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

17 Employees covered by this Ordinance shall be on paid status when assigned to attend  
18 required educational programs scheduled during normal working hours.

19  
20 SECTION 33. LIFE INSURANCE

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

1 SECTION 34. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

2 All employees covered by this Ordinance shall be provided with safety equipment and  
3 protective clothing in accordance with Cal-OSHA requirements and as deemed appropriate by  
4 and authorized by the Appointing Officer.

5  
6 SECTION 35. PARENTAL LEAVE

7 Upon proper advance notification, employees covered by this Ordinance may be  
8 granted up to forty (40) hours parental leave per fiscal year, four (4) hours of which will be  
9 paid leave to participate in the activities of a school or licensed child day care facility of any of  
10 the employee’s children. An employee may take two (2) hours of paid leave between July 1 to  
11 December 31, and another two (2) hours paid leave from January 1 to June 30. In addition,  
12 parental leave shall not exceed eight (8) hours in any calendar month of the year.

13 In order to qualify for parental leave, the employees must give reasonable notice to  
14 their immediate supervisors before taking the time off. The employee must provide written  
15 verification from the school or licensed child day care facility confirming that the employee  
16 participated in school/child care related activities on a specific date and at a particular time, if  
17 requested by management. The employee may utilize either existing vacation, CTO, or  
18 personal (unpaid) leave to account for absences qualifying for parental leave after the  
19 employee has used the paid leave hours as provided above. If both of the child’s parents are  
20 employed by the City at the same worksite, the entitlement to a planned absence on parental  
21 leave applies only to the parent who first gives notice.

22 Denial of parental leave under this section is not subject to the grievance process.  
23  
24  
25

1 SECTION 36. MILEAGE REIMBURSEMENT

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

4  
5 SECTION 37. GRIEVANCE PROCEDURE

6 A. Definition:

7 A grievance shall be defined as any dispute that involves the interpretation or  
8 application of this Ordinance. The grievance must state the circumstances about which the  
9 grievant claims to be aggrieved, the section(s) of the Ordinance that the grievant believes  
10 were violated, and the remedy or solution sought by the grievant.

11 B. General Provisions:

12 In no event shall a grievance include a claim for money relief for more than a thirty (30)  
13 working day period before the grievant initiated the grievance.

14 If the supervisor or Appointing Officer fails to respond within the required time limits  
15 specified in paragraph C below, the grievant may then present the grievance in writing to the  
16 next higher step. If the grievant fails to present the grievance to the next higher step within  
17 the required time limits, then the grievance is considered withdrawn.

18 The parties may extend the time limits set forth in this grievance procedure by mutual  
19 written agreement.

20 Any deadline date under this section that falls on a Saturday, Sunday or a legal holiday  
21 listed in Section 15 shall be continued to the next business day.

22 C. Procedure:

23 Step I Immediate Supervisor

24 An employee having a grievance must first discuss it with the employee's immediate  
25 supervisor. The employee's immediate supervisor is the individual who immediately assigns,

1 reviews or directs the work of an employee.

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

4 The employee shall submit a written statement of the grievance to the immediate supervisor  
5 within fifteen (15) calendar days of the facts or event giving rise to the grievance or within  
6 fifteen (15) calendar days from such time as the employee should have known of the  
7 occurrence thereof. The discussion with the supervisor described in the preceding paragraph  
8 does not extend the time to submit the written grievance.

9 The immediate supervisor will make every effort to arrive at a prompt resolution by  
10 investigating the issue. The supervisor shall respond within ten (10) calendar days.

11 Step II Department Head or Designee

12 If the employee is not satisfied with the decision rendered at Step 1, the employee shall  
13 submit the grievance in writing to the department head or designee within fifteen (15) calendar  
14 days of receiving notification of the Step 1 decision or the due date for the Step 1 decision.

15 The grievance shall include a specific description of the basis for the claim, the Ordinance  
16 section(s) believed violated and the resolution desired, and an explanation of why the Step I  
17 response is insufficient. The parties shall meet within fifteen (15) calendar days, unless a  
18 mutually agreed upon alternative is established. The Appointing Officer shall, within fifteen  
19 (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the  
20 date the meeting is held, whichever comes later, respond in writing to the grievance,  
21 specifying the reason(s) for concurring with or denying the grievance.

22 Step III Director, Employee Relations Division

23 If the employee is not satisfied with the decision of the Appointing Officers, the  
24 employee shall submit the grievance to the Employee Relations Director within fifteen (15)

25

1 calendar days after receipt of the Appointing Officer’s decision or the date that decision was  
2 due. The employee shall state why the Step II response is insufficient.

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

7  
8 SECTION 38. PAPERLESS PAY POLICY

9 A. The Citywide Paperless Pay Policy will apply to all employees covered by this  
10 Ordinance.

11 B. Under the policy, all employees shall be able to access their pay advices  
12 electronically, and print them in a confidential manner. Employees without computer access  
13 shall be able to receive hard copies of their pay advices through their payroll offices upon  
14 request.

15 C. Under the policy, all employees (regardless of start date) will have two options for  
16 receiving pay: direct deposit or pre-loaded bank card.

17  
18 SECTION 39. SUBSTANCE ABUSE PREVENTION POLICY

19 All employees covered by this Ordinance shall be subject to post-accident testing as  
20 defined in the City’s Substance Abuse Prevention Policy (“SAPP”). All employees covered by  
21 this Ordinance who perform safety-sensitive functions as defined by the SAPP shall be  
22 subject to reasonable suspicion testing as defined in the SAPP. The City’s SAPP is posted on  
23 the Department of Human Resources website.

1 SECTION 40. SAVINGS CLAUSE

2 If a court or administrative body of competent jurisdiction rules that any provision of this  
3 Ordinance is invalid, that ruling shall not invalidate the remaining provisions, which shall  
4 remain in full force and effect for the duration of this Ordinance.

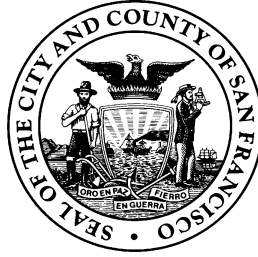
5  
6 SECTION 41. EFFECTIVE AND OPERATIVE DATES. This Ordinance shall become  
7 effective upon enactment and shall become operative on July 1, 2023. Enactment occurs  
8 when the Mayor signs the Ordinance, the Mayor returns the Ordinance unsigned or does not  
9 sign the Ordinance within ten days of receiving it, or the Board of Supervisors overrides the  
10 Mayor’s veto of the Ordinance.

11 APPROVED AS TO FORM:  
12 DAVID CHIU, City Attorney

13  
14 By:                                 /s/                                  
15 JONATHAN C. ROLNICK  
16 Chief Labor Attorney

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BOARD of SUPERVISORS



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## MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: Stephanie Cabrera, Assistant Committee Clerk  
Government Audit and Oversight Committee, Board of Supervisors

DATE: May 22, 2023

SUBJECT: LEGISLATION INTRODUCED

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced Mayor London Breed on May 16, 2023:

1. File No. [230561](#) **Municipal Executives' Association, Fire Successor MOU (July 1, 2023, through June 30, 2026)**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association - Fire, to be effective July 1, 2023, through June 30, 2026.
2. File No. [230562](#) **Municipal Executives' Association, Police Successor MOU (July 1, 2023, through June 30, 2026)**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association - Police, to be effective July 1, 2023, through June 30, 2026.
3. File No. [230563](#) **Unrepresented Employees Ordinance (July 1, 2023, through June 30, 2024)**  
Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is 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 other terms and conditions of employment and methods of payment effective July 1, 2023.
4. File No. [230448](#) **San Francisco Fire Fighters, Local 798 Unit 1 – MOU Amendment #1 (Overtime)**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO, Unit 1, to be effective July 1, 2023, through June 30, 2026.



5. File No. [230449](#) **San Francisco Fire Fighters, Local 798 Unit 2 – MOU Amendment #1 (Overtime)**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO, Unit 2, to be effective July 1, 2023, through June 30, 2026.
6. File No. [230564](#) **SEIU, Local 1021, Miscellaneous – MOU Amendment #2 (Classification Studies And Equity Adjustments Side Letter)**  
Ordinance adopting and implementing the Second Amendment to the 2022-2024 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, effective July 1, 2023, to adopt a side letter agreement to undertake classification studies and equity adjustments for certain represented classifications.
7. File No. [230565](#) **SEIU, Local 1021, Miscellaneous – MOU Amendment #3 (Dispatchers Step Adjustment)**  
Ordinance adopting and implementing the Third Amendment to the 2022-2024 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union Local 1021, effective July 1, 2023, to amend  
the compensation provision for 8238 Public Safety Communications Dispatcher and 8239 Senior Police Communications Dispatcher to provide an additional sixth salary step to both classifications.
8. File No. [230566](#) **SEIU, Local 1021, Miscellaneous – MOU Amendment #4 (ER Retention Payment)**  
Ordinance adopting and implementing the Fourth Amendment to the 2022-2024 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, effective July 1, 2023, to adopt a side letter agreement for a retention payment program for certain Human Services Agency employees who provide child welfare emergency response services.
9. File No. [230567](#) **Municipal Executives' Association – MOU Amendment #1 (ER Retention Payment)**  
Ordinance adopting and implementing the First Amendment to the 2022-2024 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, effective July 1, 2023, to adopt a side letter agreement for a retention payment program for certain Human Services Agency employees who provide child welfare emergency response services.
10. File No. [230568](#) **Municipal Executives' Association – MOU Amendment #2 (Airport Parking)**  
Ordinance adopting and implementing the Second Amendment to the 2022-2024 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, effective July 1, 2023, to adopt a side letter agreement to reinstate the Airport Employee Transit Pilot Program at San Francisco International Airport.

These matters are being forwarded to you for a cost analysis.

Please forward your analysis to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: [Stephanie.Cabrera@sfgov.org](mailto:Stephanie.Cabrera@sfgov.org).

2023 MOU Referral

May 22, 2023

Monday, May 22, 2023

Page 3

cc: Todd Rystrom, Office of the Controller  
Michelle Allersma, Office of the Controller  
Carol Lu, Office of the Controller