

[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, 2014.**

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

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6	SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT	
7	A. All terms and conditions of employment not covered under this Ordinance shall	
8	continue to be subject to the City's direction and control. Unless specifically	
9	addressed herein, those terms and conditions of employment which are set forth	
10	in the Charter, Administrative Code, Civil Service Rules, policies and	
11	procedures, shall apply to employees covered by this ordinance.	
12	B. Nothing in this Ordinance shall have application to changes of Civil Service rules	
13	and matters subject to the exclusive jurisdiction of the Civil Service Commission	
14	pursuant to Charter Section A8.409-3, unless specifically approved by the Civil	
15	Service Commission, except as such changes may affect compensation.	
16	SECTION 2. WAGE RATES	
17	A. The wage rate for job codes covered by this Ordinance for fiscal year 2013-2014	
18	shall be increased as follows:	
19	Effective October 11, 2014: 3%	
20	B. The 1283 – Director, Employee Relations Division Classification's Pay Plan shall	
21	be the same range of pay as the 0954 – Deputy Director IV Classification.	
22	The 1282 – Manager, Employee Relations Division Classification's Pay Plan	
23	shall be the same range_of pay as the 0932 – Manager IV Classification.	
24	The 1281 – Senior Employee Relations Representative Classification's Pay Plan	
25	shall be the same range of pay as the 1824 – Principal Administrative Analyst	

Classification. There shall also be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the range for this classification at which an employee may be placed upon the approval of the Employee Relations Director. Such placement is contingent upon the Employee Relations Director's designation of the employee as the City's principal representative for a major employee group.

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

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

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

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

### SECTION 3. INTERNAL ADJUSTMENT PROCESS

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

(1) Standards

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

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

13           The above internal adjustment process is suspended for fiscal year 2014-15.

#### 14   SECTION 4. ACTING ASSIGNMENT PAY

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

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

- 1           (4)    The employee is assigned to perform the duties of a higher job code for longer  
2                   than eleven (11) consecutive working days; after which acting assignment pay  
3                   shall be retroactive to the first day of the assignment.
- 4           a.     If each of the above criteria are met, and upon written approval by the  
5                   Department Head, an employee shall be paid one full salary step  
6                   adjustment (approximately 5%), provided it does not exceed the  
7                   maximum step of the salary grade of the job code to which the employee  
8                   was temporarily assigned. Premiums based on percent of salary shall be  
9                   paid at a rate which includes acting assignment pay.
- 10          b.     Requests for classification or reclassification review shall not be governed  
11                   by this provision.

#### 12   SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

- 15          (1)    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  
17                   subordinate or subordinates.
- 18          (2)    The supervisor must actually supervise the technical content of subordinate  
19                   work and possess education and/or experience appropriate to the technical  
20                   assignment.
- 21          (3)    The organization is a permanent one approved by the Appointing Officer, Board  
22                   or Commission, where applicable, and is a matter of record based upon review  
23                   and investigation by the Department of Human Resources.

- 1           (4)    The job codes of both the supervisor and the subordinate are appropriate to the  
2                   organization and have a normal, logical relationship to each other in terms of  
3                   their respective duties and levels of responsibility and accountability in the  
4                   organization.
- 5           (5)    The compensation grade of the supervisor is less than one full step  
6                   (approximately 5%) over the compensation grade, exclusive of extra pay, of the  
7                   employee supervised. In determining the compensation grade of a job code  
8                   being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the  
9                   compensation grade the top step of which is closest to the flat rate so converted  
10                  shall be deemed to be the compensation grade of the flat rate job code.
- 11          (6)    The adjustment of the compensation grade of the supervisor shall not exceed  
12                   5% over the compensation, exclusive of extra pay, of the employee supervised.  
13                  If the application of this section adjusts the compensation grade of an employee  
14                  in excess of his/her immediate supervisor, whose job code is also covered by  
15                  this Ordinance the pay of such immediate supervisor shall be adjusted to an  
16                  amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid  
17                  subordinate, provided that the other applicable conditions of this section are also  
18                  met.
- 19          (7)    In no event will the Appointing Officer approve a supervisory salary adjustment  
20                   in excess of two (2) full steps (approximately 10%) over the supervisor's current  
21                   basic compensation. If in the following fiscal year a salary inequity continues to  
22                   exist, the Appointing Officer may again review the circumstances and may grant  
23                   an additional salary adjustment not to exceed two (2) full steps (approximately  
24                   10%).
- 25

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

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

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

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

13          (2)    In addition to paragraph (1), when an exempt employee covered by this  
14                   Ordinance is involuntarily removed or released from employment, the employee  
15                   shall also receive one week's severance pay for each full year worked, up to a  
16                   maximum of 26 weeks, in exchange for a release signed by the employee of any  
17                   and all claims arising out of employee's employment or termination of that  
18                   employment (including claims arising under this Ordinance) that the employee  
19                   may have against the City including any officer or employee thereof. This  
20                   release shall be in a form acceptable to the City and shall include a waiver of  
21                   any rights the employee may have to return to City employment (e.g., holdover  
22                   roster), a waiver of Section 1542 of the California Civil Code, and a waiver of  
23                   claims under the Age Discrimination in Employment Act. The release shall  
24  
25

1 exclude the right to grieve the proper amount of notice or severance pay due  
2 under this section.

3 (3) In the event an exempt employee covered by this Ordinance is involuntarily  
4 returned to a permanent job code, that employee may elect to separate from  
5 City Service and shall receive one week's severance pay for each full year  
6 worked, up to a maximum of 26 weeks, in exchange for a release signed by the  
7 employee of any and all claims arising out of employee's employment or  
8 termination of that employment (including claims arising under this Ordinance)  
9 that the employee may have against the City including any officer or employee  
10 thereof. This release shall be in a form acceptable to the City and shall include  
11 a waiver of any rights the employee may have to return to City employment  
12 (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and  
13 a waiver of claims under the Age Discrimination in Employment Act. The release  
14 shall exclude the right to grieve the proper amount of notice or severance pay  
15 due under this section.

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

22 (6) Payment of severance is dependent upon approval by the Appointing Officer,  
23 Controller and the Human Resources Director. Approval will be based on a good  
24 faith consideration of whether the employee's removal or release was  
25

1 involuntary, was initiated by the Appointing Authority, and was in the best  
2 interests of the City; and whether the termination of employment was based on  
3 conduct involving misappropriation of public funds or property, misuse or  
4 destruction of public property, mistreatment of persons, or acts which would  
5 constitute a felony or misdemeanor. Additionally, an employee eligible for  
6 severance pursuant to Sections 6.(2) or 6.(3) above may receive severance  
7 pursuant to either, but not both.

#### 8 SECTION 7. BILINGUAL PAY

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

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

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

#### 19 SECTION 8. PREMIUM PAY

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

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

1     SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

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

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

13    SECTION 10. METHODS OF CALCULATION

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

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

1     SECTION 11. WORK SCHEDULES

2             (1)     REGULAR WORK SCHEDULES

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

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

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

1           (2)     NIGHT DUTY

2           Employees, exclusive of employees in job codes which are exempt from the Fair  
3 Labor Standards Act, who, as part of their regularly scheduled work shift, are required  
4 to work any hours between (five) 5:00 p.m. and (seven) 7:00 a.m. shall receive a  
5 premium of 8½% per hour in addition to their straight time hourly base rate of pay for  
6 any and all hours worked between (five) 5:00 p.m. and (seven) 7:00 a.m. Excluded  
7 from this provision are those employees who participate in an authorized flex-time  
8 program where the work shift includes hours to be worked between the hours of (five)  
9 5:00 p.m. and (seven) 7:00 a.m. Day shift employees assigned to work during the  
10 night duty premium hours are not eligible for night duty premium. Payment of this  
11 premium shall be made for actual hours worked.

12          (3)     ALTERNATE WORK SCHEDULES

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

20          (4)     VOLUNTARY REDUCED WORK WEEK

21          Employees subject to the approval by the Appointing Officer may voluntarily  
22 elect to work a reduced work week for a specified period of time. Such reduced work  
23 week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and  
24 sick pay shall be reduced in accordance with such reduced work week.  
25

1     SECTION 12. STANDBY PAY AND PAGER PAY

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

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

12     SECTION 13. CALL BACK

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

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

21     SECTION 14. OVERTIME COMPENSATION

- 22            (1)     Subject to sub-paragraphs 2-4 below, the Appointing Officer may require  
23                    employees to work longer than the regular work day or the regular work week.  
24                    Any time worked by an employee with proper authorization, exclusive of part-

1 time employees, in excess of forty (40) hours actually worked during a regular  
2 work week shall be designated as overtime and shall be compensated at one-  
3 and-one-half times the base hourly rate. For the purposes of calculating  
4 overtime compensation, an employee's base hourly rate may include certain  
5 premiums for those hours actually worked at the premium rate.

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

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

15 (4) Employees in non-"Z" designated job codes who are required to work overtime  
16 shall be paid at a rate of one and one-half times their regular base rate. An  
17 employee may elect to accrue Compensatory Time Off (CTO) in lieu of overtime,  
18 provided that the Appointing Officer approves of such election. In no instance  
19 may an employee accrue more than one hundred sixty (160) hours of CTO. A  
20 non-"Z" classified employee who is appointed to a position in another  
21 department shall have his or her entire compensatory time balances paid out at  
22 the rate of the underlying classification prior to appointment. A non-"Z" classified  
23 employee who is appointed to a position in a higher, non-"Z" designated  
24 classification or who is appointed to a position in a "Z" designated classification  
25

1 shall have his or her entire compensatory time balances paid out at the rate of  
2 the lower classification prior to promotion.

- 3 (5) Employees in job codes designated by a "Z" symbol shall not be paid for  
4 overtime worked but may earn CTO at the rate of one hour for each hour worked  
5 in excess of 40 hour/week. The maximum amount of CTO that may be accrued  
6 is one hundred sixty (160) hours. In lieu of accruing CTO during the fiscal year,  
7 unrepresented department heads, the 1283 Director of Employee Relations and  
8 employees in AB44 Confidential Chief Attorney II shall have the same executive  
9 leave benefit applicable to employees in job codes assigned to the EM Unit. In  
10 lieu of accruing CTO during the fiscal year, employees in the 1282 Manager  
11 Employee Relations classification shall have the same administrative leave  
12 benefit applicable to employees in job codes assigned to the M Unit.

13 SECTION 15. FAIR LABOR STANDARDS ACT

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

18 SECTION 16. HOLIDAYS

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

21 January 1 (New Year's Day)

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

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

24 the last Monday in May (Memorial Day)

1 July 4 (Independence Day)  
2 the first Monday in September (Labor Day)  
3 the second Monday in October (Columbus Day)  
4 November 11 (Veteran's Day)  
5 Thanksgiving Day  
6 the day after Thanksgiving  
7 December 25 (Christmas Day)

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

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

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

15 Employees are entitled to four (4) floating holidays totaling thirty-two (32) hours (pro-  
16 rated for eligible part-time employees), in each fiscal year to be taken on days selected by the  
17 employee subject to prior scheduling approval of the Appointing Officer. Employees (both full-  
18 time and part-time) must complete six (6) months continuous service to establish initial  
19 eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal  
20 basis shall not receive floating holidays. Floating holidays may be taken in hourly increments  
21 up to and including the number of hours contained in the employee's regular shift. Floating  
22 holidays may be carried forward from one fiscal year to the next. The number of floating  
23 holidays carried forward to a succeeding fiscal year may not exceed the total number of  
24 floating holidays received in the previous fiscal year. No compensation of any kind shall be  
25

1 earned or granted for floating holidays not taken. Employees who have established initial  
2 eligibility for floating holidays and subsequently separate from City employment, may at the  
3 sole discretion of the appointing authority, be granted to take off those floating holiday(s) to  
4 which the separating employee was eligible and had not yet taken off. Notwithstanding other  
5 limitations in this section, any unused floating holidays accrued through June 30, 2014 may be  
6 carried over to be used in fiscal year 2014-15.

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

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

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

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

1 however, that at an employee's request and with the approval of the Appointing Officer, an  
2 employee may be granted compensatory time off in lieu of paid overtime.

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

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

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

12 (2) Employees whose holidays are changed because of shift rotations shall be  
13 allowed another day off if a legal holiday falls on one of their days off.

14 (3) Employees required to work on a holiday which falls on a Saturday or Sunday  
15 shall receive holiday compensation for work on that day. Holiday compensation  
16 shall not then be additionally paid for work on the Friday preceding a Saturday  
17 holiday, nor on the Monday following a Sunday holiday.

18 (4) Sections (2) and (3) above shall apply to part-time employees on a pro-rata  
19 basis. If the provisions of this section deprive an employee of the same number  
20 of holidays that an employee receives who works Monday through Friday, s/he  
21 shall be granted additional days off to equal such number of holidays. The  
22 designation of such days off shall be by mutual agreement of the employee and  
23 the appropriate employer representative. Such days off must be taken within  
24 the fiscal year. In no event shall the provisions of this section result in such  
25

1 employee receiving more or less holidays than an employee on a Monday  
2 through Friday work schedule.

3 SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

7 SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

14 SECTION 21. 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. Holiday time off shall be determined by  
21 calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period  
22 immediately preceding the pay period in which the holiday falls. The computation of holiday  
23 time off shall be rounded to the nearest hour.

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

#### 4   SECTION 22. IN-LIEU HOLIDAYS

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

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

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

#### 12   SECTION 23. PROBATIONARY PERIODS

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

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

#### 18   SECTION 24. HEALTH AND WELFARE

##### 19          (1)   MISCELLANEOUS UNIT (001)

20               For members of the miscellaneous unit (001), the City's contribution to  
21               employee health, dental, and other insurance benefits will be equivalent to those  
22               offered to members of the City's bargaining units #7 and #8.

1           (2)     MANAGEMENT UNIT (002)

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

5           (3)     VDT EXAMINATION

6           Employees who are Health Services System members are eligible for one (1)  
7           annual VDT examination and prescribed eyewear.

8     SECTION 25. RETIREMENT CONTRIBUTION

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

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

16     SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

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

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

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

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

3 **SECTION 27. WORKER'S COMPENSATION AND RETURN TO WORK**

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

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

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

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

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

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

## 20   SECTION 28. STATE DISABILITY INSURANCE (SDI) COVERAGE

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

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

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

6             A complaint of discrimination may, at the option of the employee be processed through  
7     the grievance procedure of this Ordinance, or through the applicable Civil Service rules, the  
8     City Administrative Code and federal and state law. If the employee elects to pursue remedies  
9     for discrimination complaints outside the procedure of this Ordinance, it shall constitute a  
10    waiver of the right to pursue that complaint through the grievance process. To the extent  
11    permissible by law if there is an election to pursue the complaint through the grievance, it shall  
12    constitute a waiver of the right to pursue the complaint in other forums and grievant shall be  
13    required to execute a written acknowledgement of the waiver in a form approved by the City  
14    Attorney.

15    SECTION 30. TUITION REIMBURSEMENT

16            The City will allocate \$25,000 for the Tuition Reimbursement Program for employees  
17    covered by this Ordinance. Employees covered under this Unrepresented Ordinance may be  
18    reimbursed up to a maximum of \$2,500 for tuition, registration fees, books and other materials  
19    for internal or external training programs which will enhance an employee's work skills,  
20    professional conferences, professional association memberships and desired licenses  
21    relevant to the employee's current classification. Tuition reimbursement must be approved by  
22    the employee's Appointing Officer and be in accordance with procedures determined by the  
23    Human Resources Director.

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

7 In addition, subject to the approval of the employee's Appointing Officer, an employee  
8 may also be reimbursed up to \$1,000 of the maximum funds available to them per fiscal year  
9 for the purchase of handheld electronic devices (e.g. smartphones, tablets), laptop computers,  
10 professional software, and books and subscriptions for use in the performance of their City  
11 duties. Tuition reimbursement must be approved by the employee's Appointing Officer and be  
12 in accordance with procedures determined by the Human Resources Director.

#### 13 SECTION 31. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL 14 PSYCHOLOGISTS

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

1 SECTION 32. SPECIAL EDUCATIONAL LEAVE FOR SUPERVISING CLINICAL  
2 PSYCHOLOGISTS

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

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

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

13 SECTION 34. BAR DUES

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

17 SECTION 35. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

20 SECTION 36. 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 37. 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 or designee.

5     SECTION 38. LONG TERM DISABILITY

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

12    SECTION 39. PARENTAL RELEASE TIME

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

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

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

2 SECTION 40. MILEAGE REIMBURSEMENT

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

5 SECTION 41. GRIEVANCE PROCEDURE

6 Definition:

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

11 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 prior to the initiation of the grievance.

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

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

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

22 Procedure:

23 Step I Immediate Supervisor

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

4           If a solution to the grievance, satisfactory to the employee and immediate supervisor is  
5 not accomplished by the informal discussion, the employee may pursue the matter further.  
6 The employee shall submit a written statement of the grievance to the immediate supervisor  
7 within fifteen (15) calendar days of the facts or event giving rise to the grievance or within  
8 fifteen (15) calendar days from such time as the employee should have known of the  
9 occurrence thereof.

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

12   Step II Department Head/Designee

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

22   Step III Director, Employee Relations Division  
23  
24  
25

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

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

#### 8   SECTION 42. PAPERLESS PAY POLICY

9           (1) Upon the date that the Controller establishes a Citywide Paperless Pay Policy, this  
10 policy will apply to all employees covered by this Ordinance.

11          (2) Under the policy, all employees shall be able to access their pay advices  
12 electronically, and print them in a confidential manner. Employees without  
13 computer access shall be able to receive hard copies of their pay advices through  
14 their payroll offices upon request. Upon implementation of the policy, other than for  
15 employees described in the preceding sentence, paper pay advices will no longer  
16 be available.

17          (3) Under the policy, all employees (regardless of start date) will have two options for  
18 receiving pay: direct deposit or bank card. Employees not signing up for either  
19 option will be defaulted into bank cards.

#### 20   SECTION 43. SUBSTANCE ABUSE PREVENTION POLICY

21          All employees covered by this Ordinance shall be subject to post-accident testing as  
22 defined in the City's Substance Abuse Prevention Policy ("SAPP"). All employees covered by  
23 this Ordinance who perform safety-sensitive functions as defined by the SAPP shall be  
24  
25

1 subject to reasonable suspicion testing as defined in the SAPP. The City's SAPP is posted on  
2 the Department of Human Resources website.

3 SECTION 44. SAVINGS CLAUSE

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

8 Recodifications may have rendered the references to specific Civil Service Rules and  
9 Charter sections contained herein incorrect. Such terms will be read as if they accurately  
10 referenced the same sections in their newly codified form as of July 1, 2013.

11 This Ordinance shall be effective July 1, 2014.

12  
13 APPROVED AS TO FORM:  
14 DENNIS J. HERRERA, City Attorney

15 By: \_\_\_\_\_  
16 ELIZABETH SALVESON  
17 Chief Labor Attorney  
18 n:\labor\as2013\0002058\00847183.doc  
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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

<b>Job</b>		<b>Union</b>
<b>Code</b>	<b>Description</b>	<b>Code</b>
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 Clinclal 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

1	<b>Job</b>		<b>Union</b>
2	<b>Code</b>	<b>Description</b>	<b>Code</b>
3	0882	Mayoral Staff II	002
4	0883	Mayoral Staff III	002
5	0884	Mayoral Staff IV	002
6	0885	Mayoral Staff V	002
7	0886	Mayoral Staff VI	002
8	0887	Mayoral Staff VII	002
9	0888	Mayoral Staff VIII	002
10	0889	Mayoral Staff IX	002
11	0890	Mayoral Staff X	002
12	0891	Mayoral Staff XI	002
13	0892	Mayoral Staff XII	002
14	0901	Mayoral Staff XIII	002
15	0902	Mayoral Staff XIV	002
16	0903	Mayoral Staff XV	002
17	0904	Mayoral Staff XVI	002
18	0905	Mayoral Staff XVII	002
19	1282	Manager, Employee Relations Div	002
20	1283	Director, Emp Relations Div	002
21	1293	Human Resources Director	002
22	1682	Controller	002
23	1849	Prog Mgr, Bus & Econ Develop	002
24			
25	AB44	Cfdntal Chf Atty 2,(Cvl&Crml)	002

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