

1 [Compensation for Unrepresented Employees]

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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 **wages, working schedules and other terms and conditions of employment, effective**
7 **July 1, 2017.**

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 *strikethrough italics Times New Roman font*.
11 **Board amendment additions** are in double-underlined Arial font.
12 **Board amendment deletions** are in ~~strikethrough 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 001)
20 and management unrepresented employees (unit 002). For informational purposes, a list of
21 job codes designated as Miscellaneous Unrepresented and Management Unrepresented is on
22 file with the Clerk of the Board of Supervisors in Board File No. 170080.

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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 pursuant to
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 2017-
14 2018 shall be increased as follows:

15 Effective July 1, 2017: 3.00%

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

18 The 1282 – Manager, Employee Relations Division Classification's Pay Plan
19 shall be the same range of pay as the 0932 – Manager IV Classification.

20 The 1281 – Senior Employee Relations Representative Classification's Pay Plan
21 shall be the same range of pay as the 1824 – Principal Administrative Analyst Classification.

22 There shall also be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the
23 range for this classification at which an employee may be placed upon the approval of the
24 Employee Relations Director. Such placement is contingent upon the Employee Relations
25

1 Director's designation of the employee as the City's principal representative for a major
2 employee group.

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

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

15

16 SECTION 3. INTERNAL ADJUSTMENT PROCESS

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

21 A. Standards

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

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

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

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

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

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

9 B. Internal Adjustment Cap

10 Internal adjustment costs shall not exceed an annualized cost of 1.0% of the total
11 payroll cost for the employees covered by this Ordinance, 0.25% of which is available for base
12 wage adjustments, and 0.75% of which is available for one-time adjustments.

13
14 SECTION 4. ACTING ASSIGNMENT PAY

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

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

20 2. The assignment conforms to all Civil Service Commission Rules, policies and
21 procedures.

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

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

1 B. If each of the above criteria are met, and upon written approval by the
2 Appointing Officer an employee shall be paid one full salary step adjustment (approximately
3 5%) as acting assignment pay, provided that pay does not exceed the maximum step of the
4 salary grade of the job code to which the employee was temporarily assigned. Premiums
5 based on percent of salary shall be paid at a rate that includes acting assignment pay.

6 C. Requests for classification or reclassification review are not governed by this
7 provision.

8
9 SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

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

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

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

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

23 E. The compensation grade of the supervisor is less than one full step
24 (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee
25 supervised. In determining the compensation grade of a job code being paid a flat rate, the

1 flat rate will be converted to a bi-weekly rate and the compensation grade the top step of
2 which is closest to the flat rate so converted shall be deemed to be the compensation grade of
3 the flat rate job code.

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

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

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

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

21
22 SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED
23 EMPLOYEES ONLY)

24 A. When an exempt employee in the management unit (002) covered by this
25 Ordinance is involuntarily removed or released from employment, the Appointing Officer will

1 endeavor to inform the employee at least thirty (30) calendar days before his/her final day of
2 work. Where the Appointing Officer fails or declines to inform the employee a full thirty (30)
3 days in advance, the employee shall receive pay in lieu of the number of days less than thirty
4 (30) upon which he/she was informed.

5 B. In addition to paragraph (A), when an exempt employee in the management unit
6 (002) covered by this Ordinance is involuntarily removed or released from employment, the
7 employee shall also receive one week's severance pay for each full year worked, up to a
8 maximum of 26 weeks, in exchange for a release signed by the employee of any and all
9 claims arising out of the employee's employment, including but not limited to termination of
10 that employment and claims arising under this Ordinance, that the employee may have
11 against the City including any officer or employee thereof. This release shall be in a form
12 acceptable to the City and shall include a waiver of any rights the employee may have to
13 return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California
14 Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The
15 release shall exclude the right to grieve the proper amount of notice or severance pay due
16 under this section.

17 C. In the event an exempt employee in the management unit (002) covered by this
18 Ordinance is involuntarily returned to a permanent job code, that employee may elect to
19 separate fully from City service and in such case shall receive one week's severance pay for
20 each full year worked, up to a maximum of 26 weeks, in exchange for a release signed by the
21 employee of any and all claims arising out of employee's employment, including but not
22 limited to termination of that employment and claims arising under this Ordinance, that the
23 employee may have against the City including any officer or employee thereof. This release
24 shall be in a form acceptable to the City and shall include a waiver of any rights the employee
25 may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the

1 California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act.
2 The release shall exclude the right to grieve the proper amount of notice or severance pay
3 due under this section.

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

8 E. Released employees must elect severance within thirty (30) days of notice of the
9 involuntary separation/release.

10 F. Payment of severance is dependent upon approval by the Appointing Officer,
11 Controller and the Human Resources Director. Approval will be based on a good faith
12 consideration of whether the employee's removal or release was involuntary, was initiated by
13 the Appointing Officer, and was in the best interests of the City; and whether the termination
14 of employment was based on conduct involving misappropriation of public funds or property,
15 misuse or destruction of public property, mistreatment of persons, or acts which would
16 constitute a felony or misdemeanor. Additionally, an employee eligible for severance pursuant
17 to Sections 6 (B) or 6 (C) above may receive severance pursuant to either, but not both.

18
19 SECTION 7. BILINGUAL PAY

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

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

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

7
8 SECTION 8. PREMIUM PAY

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

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

14
15 SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

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

23 An employee's scheduled step increase may be denied if the employee's performance
24 has been unsatisfactory to the City. The denial of a step increase is subject to the grievance
25

1 procedure; provided, however, that nothing in this section is intended to or shall make
2 performance evaluations subject to the grievance procedure.

3

4 SECTION 10. METHODS OF CALCULATION

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

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

13

14 SECTION 11. WORK SCHEDULES

15 A. REGULAR WORK SCHEDULES

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

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

24 3. Employees shall receive no compensation when properly notified (2-hour notice)
25 that work applicable to the job code is not available because of inclement weather conditions,

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

9 B. NIGHT DUTY

10 Employees covered by this Ordinance who, as part of their regularly scheduled work
11 shift, are required to work any hours between 5:00 p.m. and 7:00 a.m. shall receive a
12 premium of 8½ % per hour in addition to their straight time hourly base rate of pay for any and
13 all hours worked between 5:00 p.m. and 7:00 a.m. Excluded from this provision are those
14 employees (1) who are exempt from the Fair Labor Standards Act or (2) who participate in an
15 authorized flex-time or alternative work schedule program where the work shift includes hours
16 to be worked between the hours of 5:00 p.m. and 7:00 a.m. Day shift employees assigned to
17 work during the night duty premium hours are not eligible for night duty premium. Payment of
18 this premium shall be made for actual hours worked.

19 C. ALTERNATE WORK SCHEDULES

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

1 D. VOLUNTARY REDUCED WORK WEEK

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

6
7 SECTION 12. STANDBY PAY AND PAGER PAY

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

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

18
19 SECTION 13. CALL BACK

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

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

3
4 SECTION 14. OVERTIME COMPENSATION

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

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

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

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

1 the underlying classification prior to appointment. A non-“Z” classified employee who is
2 appointed to a position in a higher, non-“Z” designated classification or who is appointed to a
3 position in a “Z” designated classification shall have his or her entire CTO balance paid out at
4 the rate of the lower classification prior to promotion.

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

14
15 SECTION 15. FAIR LABOR STANDARDS ACT

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

20
21 SECTION 16. HOLIDAYS

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

25 January 1 (New Year's Day)

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

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

3 the last Monday in May (Memorial Day)

4 July 4 (Independence Day)

5 the first Monday in September (Labor Day)

6 the second Monday in October (Columbus Day)

7 November 11 (Veteran's Day)

8 Thanksgiving Day

9 the day after Thanksgiving

10 December 25 (Christmas Day)

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

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

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

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

3 Employees are entitled to five (5) floating holidays totaling forty (40) hours (pro-rated
4 for eligible part-time employees), in each fiscal year to be taken on days selected by the
5 employee subject to prior scheduling approval of the Appointing Officer. Employees (both full-
6 time and part-time) must complete six (6) months continuous service to establish initial
7 eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal
8 basis shall not receive floating holidays. Floating holidays may be taken in hourly increments
9 up to and including the number of hours contained in the employee's regular shift. Floating
10 holidays may be carried forward from one fiscal year to the next. The number of floating
11 holidays carried forward to a succeeding fiscal year may not exceed the total number of
12 floating holidays received in the previous fiscal year. No compensation of any kind shall be
13 earned or granted for floating holidays not taken. Employees who have established initial
14 eligibility for floating holidays and subsequently separate from City employment, may, at the
15 sole discretion of the Appointing Officer, be granted to take off those floating holiday(s) to
16 which the separating employee was eligible and had not yet taken off. Notwithstanding other
17 limitations in this section, any unused floating holidays accrued through June 30, 2017 may be
18 carried over to be used in fiscal year 2017-18.

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

21
22 **SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED**

23 Employees required by their respective Appointing Officer to work on any of the
24 holidays specified in Section 16 or to substitute holidays excepting Fridays observed as
25 holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1)

1 additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12)
2 hours pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours
3 worked; provided, however, that at an employee's request and with the approval of the
4 Appointing Officer, an employee may be granted CTO in lieu of paid overtime.

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

8

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

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

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

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

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

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

3
4 SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

8
9 SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

16
17 SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

1 immediately preceding the pay period in which the holiday falls. The computation of holiday
2 time off shall be rounded to the nearest hour.

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

6
7 SECTION 22. IN-LIEU HOLIDAYS

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

11 B. In-lieu holidays will be assigned by the Appointing Officer or designee if not
12 scheduled in accordance with the procedures described herein.

13 C. An in-lieu holiday can be carried over into the next fiscal year only with the
14 written approval of the Appointing Officer.

15
16 SECTION 23. PROBATIONARY PERIODS

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

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

1 SECTION 24. HEALTH AND WELFARE

2 For employees who are Health Services System members, the City’s contribution to
3 employee health, dental, and other insurance benefits will be equivalent to those offered to
4 members of the City’s bargaining unit #32.

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

7

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 City and County
13 Employees Retirement System (“SFERS”). The fact that the Ordinance does not specify that
14 a certain item of compensation is excluded from retirement benefits does not and should not
15 be construed to mean that the San Francisco Retirement Board includes the compensation
16 when calculating retirement benefits.

17

18 SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

19 Subject to development, availability and scheduling by SFERS and the California
20 Public Employees Retirement System (“CalPERS”), employees shall be allowed not more
21 than one (1) day to attend a pre-retirement planning seminar sponsored by SFERS or
22 CalPERS.

23 Employees must provide at least two (2) weeks advance notice of their desire to attend
24 a retirement planning seminar to the appropriate supervisor. An employee who has timely
25 requested release time shall be released from work to attend the seminar unless staffing

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

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

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

5
6 SECTION 27. WORKER'S COMPENSATION AND RETURN TO WORK

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

20 An employee who is absent because of an occupational disability and who is receiving
21 Temporary Disability, Vocational Rehabilitation Maintenance Allowance, or State Disability
22 Insurance, may request to supplement the amount of disability indemnity payment with salary
23 to be charged against the employee's accumulated unused sick leave with pay credit balance
24 at the time of disability, CTO, or vacation, so as to equal the normal salary the employee
25

1 would have earned for the regular work schedule. Use of CTO for this purpose requires
2 approval from the employee's Appointing Officer.

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

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

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

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

22
23 **SECTION 28. STATE DISABILITY INSURANCE COVERAGE**

24 Upon a statement by a majority of employees in a job code, or by the sole incumbent in
25 a single "A" position or by the majority of employees in a multi "A" position, requesting that

1 they be enrolled in the State Disability Program, the City shall take all necessary action to
2 enroll affected employees therein.

3
4 SECTION 29. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION
5 STATUTES

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

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

19
20 SECTION 30. TUITION REIMBURSEMENT

21 The City will allocate \$30,000 for the Tuition Reimbursement Program for employees
22 covered by this Ordinance. Employees covered by this Ordinance may be reimbursed up to a
23 maximum of \$2,500 for tuition, registration fees, books and other materials for internal or
24 external training programs that will enhance the employee's work skills, professional
25 conferences, professional association memberships and desired licenses relevant to the

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

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

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

14

15 SECTION 31. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR
16 REGISTRATIONS

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

21

22 SECTION 32. BAR DUES

23 Full-time permanent exempt employees covered by this Ordinance who, as a condition
24 of employment, are required to be a member of the California State Bar shall be reimbursed
25 for annual mandatory minimum California State Bar dues.

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SECTION 33. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

SECTION 34. LIFE INSURANCE

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

SECTION 35. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

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

SECTION 36. PARENTAL LEAVE

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

In order to qualify for parental leave, the employee must give reasonable notice to his or her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in

1 school/child care related activities on a specific date and at a particular time, if requested by
2 management. The employee may utilize either existing vacation, CTO, or personal (unpaid)
3 leave to account for absences qualifying for parental leave after he or she has used the paid
4 leave hours as provided above. If both of the child's parents are employed by the City at the
5 same worksite, the entitlement to a planned absence on parental leave applies only to the
6 parent who first gives notice.

7 Denial of parental leave under this section is not subject to the grievance process.

8

9 SECTION 37. MILEAGE REIMBURSEMENT

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

12

13 SECTION 38. GRIEVANCE PROCEDURE

14 A. Definition:

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

19 B. General Provisions:

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

22 If the supervisor or Appointing Officer fails to respond within the required time limits
23 specified in paragraph C below, the grievant may then present the grievance in writing to the
24 next higher step. If the grievant fails to present the grievance to the next higher step within
25 the required time limits, then the grievance will be considered withdrawn.

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

3 Any deadline date under this section that falls on a Saturday, Sunday or a legal holiday
4 listed in Section 16 shall be continued to the next business day.

5 C. Procedure:

6 Step I Immediate Supervisor

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

10 If a solution to the grievance, satisfactory to the employee and immediate supervisor, is
11 not accomplished by the informal discussion, the employee may pursue the matter further.
12 The employee shall submit a written statement of the grievance to the immediate supervisor
13 within fifteen (15) calendar days of the facts or event giving rise to the grievance or within
14 fifteen (15) calendar days from such time as the employee should have known of the
15 occurrence thereof. The discussion with the supervisor described in the preceding paragraph
16 does not extend the time to submit the written grievance.

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

19 Step II Department Head or Designee

20 If the employee is not satisfied with the decision rendered at Step 1, the employee shall
21 submit the grievance in writing to the department head or designee within fifteen (15) calendar
22 days of receiving notification of the Step 1 decision or the due date for the Step 1 decision.
23 The grievance shall include a specific description of the basis for the claim, the Ordinance
24 section(s) believed violated and the resolution desired. The parties shall meet within fifteen
25 (15) calendar days, unless a mutually agreed upon alternative is established. The department

1 head or designee shall, within fifteen (15) calendar days of receipt of the written grievance, or
2 within ten (10) calendar days of the date the meeting is held, whichever comes later, respond
3 in writing to the grievance, specifying his or her reason(s) for concurring with or denying the
4 grievance.

5 Step III Director, Employee Relations Division

6 If the employee is not satisfied with the decision of the department head or designee,
7 the employee shall submit the grievance to the Employee Relations Director within fifteen (15)
8 calendar days after receipt of the department's decision or the date that decision was due.

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

13
14 SECTION 39. PAPERLESS PAY POLICY

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

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

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

1 SECTION 40. SUBSTANCE ABUSE PREVENTION POLICY

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

7
8 SECTION 41. SAVINGS CLAUSE

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

13 Recodifications may have rendered the references to specific Civil Service Rules and
14 Charter sections contained herein incorrect. Such terms will be read as if they accurately
15 referenced the same sections in their newly codified form as of July 1, 2017.

16
17 SECTION 42. EFFECTIVE AND OPERATIVE DATES. This ordinance shall become
18 effective upon enactment, and shall become operative on July 1, 2017. Enactment occurs
19 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not
20 sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the
21 Mayor’s veto of the ordinance.

1 APPROVED AS TO FORM:
2 DENNIS J. HERRERA, City Attorney

3 By: _____
4 KATHARINE HOBIN PORTER
5 Deputy City Attorney

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