

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 **working schedules and other terms and conditions of employment and methods of**
7 **payment effective July 1, 2022.**

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.

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

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

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

1 SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

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

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

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12 SECTION 2. WAGE RATES

13 A. The wage rates for job codes covered by this Ordinance for fiscal year 2022-
14 2023 shall be increased as follows:

15 Effective July 1, 2022: 5.25%

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 be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the range
23 for this classification. The Employee Relations Director may place employees in Step 6, 7 or
24 8, contingent upon the Employee Relations Director designating the employee as the principal
25 representative for a major employee group.

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

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

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

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

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

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

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19 SECTION 3. INTERNAL ADJUSTMENT PROCESS

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

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

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

13 B. Internal Adjustment Cap

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

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17 SECTION 4. ACTING ASSIGNMENT PAY

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

- 21 1. The assignment is in writing with copies to the Department of Human Resources
22 and Controller.
- 23 2. The assignment conforms to all Civil Service Commission Rules, policies and
24 procedures.
- 25 3. The position to which the employee is assigned is a budgeted position.

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

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

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

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12 SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

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

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

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

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

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

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

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

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

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

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1 SECTION 6. SEVERANCE PAY

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

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

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13 SECTION 7. PREMIUM PAY

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

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

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20 SECTION 8. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

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

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

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9 SECTION 9. METHODS OF CALCULATION

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

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

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19 SECTION 10. WORK SCHEDULES

20 A. REGULAR WORK SCHEDULES

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

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

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

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

14 B. ALTERNATE WORK SCHEDULES

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

21 C. VOLUNTARY REDUCED WORK WEEK

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

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4 SECTION 11. STANDBY PAY AND PAGER PAY

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

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

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15 SECTION 12. CALL BACK

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

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

24
25 SECTION 13. OVERTIME COMPENSATION

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

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

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

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

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

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

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9 SECTION 14. FAIR LABOR STANDARDS ACT

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

14

15 SECTION 15. HOLIDAYS

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

19 January 1 (New Year's Day)

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

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

22 the last Monday in May (Memorial Day)

23 June 19 (Juneteenth)

24 July 4 (Independence Day)

25 the first Monday in September (Labor Day)

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

3 November 11 (Veteran's Day)

4 Thanksgiving Day

5 the day after Thanksgiving

6 December 25 (Christmas Day)

7 Provided however, that, if January 1, June 19, July 4, November 11 or December 25
8 falls on a Sunday, the Monday following is a holiday.

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

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

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

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

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

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

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15 SECTION 16. HOLIDAY COMPENSATION FOR TIME WORKED

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

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

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

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

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

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

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

SECTION 18. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

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SECTION 19. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

SECTION 20. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

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

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

SECTION 21. IN-LIEU HOLIDAYS

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

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

3 C. An in-lieu holiday shall be carried over into the next fiscal year.
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5 SECTION 22. PROBATIONARY PERIODS

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

9 A probationary period may be extended by mutual written agreement between the
10 employee and the Appointing Officer.
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12 SECTION 23. HEALTH AND WELFARE

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

15 In addition, employees who are Health Services System members are eligible for one
16 (1) annual VDT examination and prescribed eyewear.
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18 SECTION 24. RETIREMENT CONTRIBUTION

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

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

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4 SECTION 25. PRE-RETIREMENT PLANNING SEMINAR

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

8 Employees must provide at least two (2) weeks advance notice of their desire to attend
9 a retirement planning seminar to the appropriate supervisor. An employee who has timely
10 requested release time shall be released from work to attend the seminar unless staffing
11 requirements or other department exigencies require the employee's attendance at work on
12 the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
13 All such seminars must be located within the Bay Area.

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

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16 SECTION 26. WORKER'S COMPENSATION AND RETURN TO WORK

17 The City will make a good faith effort to return employees who have sustained an
18 occupational injury or illness to temporary modified duty within the employee's medical
19 restriction. Duties of the modified assignment may differ from the employee's regular job
20 duties or from job duties regularly assigned to employees in the injured employee's job code.
21 Where appropriate modified duty is not available within the employee's job code, on the
22 employee's regular shift, and in the employee's department, the employee may be temporarily
23 assigned pursuant to this section to work in another job code, on a different shift, and/or in
24 another department, subject to the approval of the Appointing Officer. The decision to provide
25 modified duty and/or the impact of such decisions shall not be subject to grievance or

1 arbitration. Modified duty assignments may not exceed three (3) months. An employee
2 assigned to a modified duty assignment shall the regular base rate of pay and shall not be
3 eligible for any other additional compensation (premiums) or out of class assignment pay as
4 may be provided under this Ordinance.

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

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

18 Employee supplementation of worker's compensation payments to equal the full salary
19 the employee would have earned for the regular work schedule in effect when the worker's
20 compensation leave began shall be drawn only from an employee's paid leave credits
21 including vacation, sick leave, or other paid leave as available. An employee returning from
22 disability leave will accrue sick leave at the regular rate and not an accelerated rate.

23 Salary may be paid on regular time-rolls and charged against the employee's sick
24 leave with pay, vacation, or CTO credit balance during any period before the determination of
25 eligibility for disability indemnity payment without requiring a signed option by the employee.

1 Sick leave with pay, vacation, or CTO credits shall be used to supplement disability indemnity
2 pay at the minimum rate of one (1) hour units.

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

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6 SECTION 27. STATE DISABILITY INSURANCE COVERAGE

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

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12 SECTION 28. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION
13 STATUTES

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

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

1 be required to execute a written acknowledgement of the waiver in a form approved by the
2 City Attorney.

3
4 SECTION 29. TUITION REIMBURSEMENT

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

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

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

1 SECTION 30. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR
2 REGISTRATIONS

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

7

8 SECTION 31. BAR DUES

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

12

13 SECTION 32. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

16

17 SECTION 33. LIFE INSURANCE

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

21

22 SECTION 34. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

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

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SECTION 35. 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 employees must give reasonable notice to their immediate supervisors before taking the time off. The employee must provide written verification from the school or licensed child day care facility confirming that the employee participated in school/child care related activities on a specific date and at a particular time, if requested by management. The employee may utilize either existing vacation, CTO, or personal (unpaid) leave to account for absences qualifying for parental leave after the employee has used the paid leave hours as provided above. If both of the child’s parents are employed by the City at the same worksite, the entitlement to a planned absence on parental leave applies only to the parent who first gives notice.

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

SECTION 36. MILEAGE REIMBURSEMENT

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

SECTION 37. GRIEVANCE PROCEDURE

A. Definition:

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

5 B. General Provisions:

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

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

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

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

16 C. Procedure:

17 Step I Immediate Supervisor

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

21 If a solution to the grievance, satisfactory to the employee and immediate supervisor, is
22 not accomplished by the informal discussion, the employee may pursue the matter further.
23 The employee shall submit a written statement of the grievance to the immediate supervisor
24 within fifteen (15) calendar days of the facts or event giving rise to the grievance or within
25 fifteen (15) calendar days from such time as the employee should have known of the

1 occurrence thereof. The discussion with the supervisor described in the preceding paragraph
2 does not extend the time to submit the written grievance.

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

5 Step II Department Head or Designee

6 If the employee is not satisfied with the decision rendered at Step 1, the employee shall
7 submit the grievance in writing to the department head or designee within fifteen (15) calendar
8 days of receiving notification of the Step 1 decision or the due date for the Step 1 decision.
9 The grievance shall include a specific description of the basis for the claim, the Ordinance
10 section(s) believed violated and the resolution desired, and an explanation of why the Step I
11 response is insufficient. The parties shall meet within fifteen (15) calendar days, unless a
12 mutually agreed upon alternative is established. The Appointing Officer shall, within fifteen
13 (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the
14 date the meeting is held, whichever comes later, respond in writing to the grievance,
15 specifying the reason(s) for concurring with or denying the grievance.

16 Step III Director, Employee Relations Division

17 If the employee is not satisfied with the decision of the Appointing Officers, the
18 employee shall submit the grievance to the Employee Relations Director within fifteen (15)
19 calendar days after receipt of the Appointing Officer's decision or the date that decision was
20 due. The employee shall state why the Step II response is insufficient.

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

1 SECTION 38. PAPERLESS PAY POLICY

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

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

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

10
11 SECTION 39. SUBSTANCE ABUSE PREVENTION POLICY

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

17
18
19 SECTION 40. SAVINGS CLAUSE

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

23
24 SECTION 41. EFFECTIVE AND OPERATIVE DATES. This Ordinance shall become

25 effective upon enactment and shall become operative on July 1, 2022. Enactment occurs

1 when the Mayor signs the Ordinance, the Mayor returns the Ordinance unsigned or does not
2 sign the Ordinance within ten days of receiving it, or the Board of Supervisors overrides the
3 Mayor's veto of the Ordinance.

4
5 APPROVED AS TO FORM:
6 DAVID CHIU, City Attorney

7 By: _____
8 JONATHAN ROLNICK
9 Chief Labor Attorney

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