

1 [Unrepresented Employees]

2  
3 Ordinance Fixing compensation for persons employed by the City and County of San  
4 Francisco whose compensations are subject to the provisions of Section A8.409 of  
5 the Charter, in job codes not represented by an employee organization, and  
6 establishing working schedules and conditions of employment and, methods of  
7 payment, effective July 1, 2009.

8  
9 Note: Additions are single-underline italics Times New Roman;

10 deletions are strikethrough italics Times New Roman

11 Board amendment additions are double underlined.

12 Board amendment deletions are strikethrough normal.

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

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 jobcodes 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 and  
20 Management Unrepresented employees. For informational purposes, see Attachment A for  
21 a list of jobcodes designated as Miscellaneous Unrepresented and Management  
22 Unrepresented.

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9       SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

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

19       SECTION 2. WAGE RATES

20       In recognition of the severe budget crisis facing the City, there will be no general base wage

21       increases for classifications covered herein.

22       The 1283 – Director, Employee Relations Division Classification's Pay Plan shall be the same

23       the same rates of pay as the 0954 – Deputy Director IV Classification in effect July 1, 2008.

24       The 1282 – Manager, Employee Relations Division Classification's Pay Plan shall be the same

25       rates of pay as the 0932 – Manager IV Classification in effect July 1, 2008.

1       The 1281 – Senior Employee Relations Representative Classification's Pay Plan shall be the  
2       same rates of pay as the 1824 – Principal Administrative Analyst Classification in effect July 1, 2008.  
3       There shall also be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the range at  
4       which an employee may be placed upon the approval of the Employee Relations Director. Such  
5       placement is contingent upon the Employee Relations Director designation of the employee as the  
6       City's principal lead representative for a major employee group.

7       The 1280 – Employee Relations Representative Classification's Pay Plan shall be the same  
8       rates of pay as the 1244 – Senior Personnel Analyst Classification in effect as of July 1, 2008. There  
9       shall also be three additional five percent (5%) steps (Steps 1, 2 & 3) at the bottom of the range.  
10       Employees may be placed in Step 6, 7 or 8 by the approval of the Employee Relations Director. Such  
11       placement is contingent upon the Employee Relations Director's designation of the employee as  
12       having lead responsibilities in employee-employer relations matters.

13       The 1293 – Human Resources Director Classification's Pay Plan shall be the same rates of pay  
14       as the 0964 – Department Head IV Classification in effect July 1, 2008.

15       The following Mayoral Staff Classifications' Pay Plan shall be the same rates of pay as the  
16       following Classifications in effect July 1, 2008:

17 <u>0901   Mayoral Staff XIII</u>	<u>0922 Manager I</u>
18 <u>0902   Mayoral Staff XIV</u>	<u>0923 Manager II</u>
19 <u>0903   Mayoral Staff XV</u>	<u>0931 Manager III</u>
20 <u>0904   Mayoral Staff XVI</u>	<u>0932 Manager IV</u>
21 <u>0905   Mayoral Staff XVII</u>	<u>0933 Manager V</u>

### 22       SECTION 3. INTERNAL ADJUSTMENT PROCESS

23       Upon request of an Appointing Officer, the Director of the Human Resources Department may  
24       approve internal salary adjustments, subject to approval of the Board of Supervisors, during the term  
25       of the Ordinance based upon the following:

1. Standards

The following shall be the standards for internal adjustments for the wage rates for a particular jobcode:

- a) The salary for the jobcode is below the prevailing wage level in the relevant labor market as demonstrated by verifiable salary data; and/or
- b) There is an ongoing and demonstrable recruitment and/or retention problem; and/or
- c) Traditional salary relationships, which continue to be justified, have been substantially altered; and/or
- d) The duties, responsibilities and/or minimum requirements for a jobcode have been altered significantly.

2. Internal Adjustment Cap

Internal adjustment costs shall not exceed an annualized cost of .3% of the total payroll cost for the employees covered by this Ordinance.

3. Notwithstanding the provisions of Section 3 above, all internal adjustments in fiscal year 2009-2010 shall be suspended.

SECTION 4. ACTING ASSIGNMENT PAY

The Appointing Officer/designee assigns duties to employees covered by this Ordinance.

Employees assigned by the Appointing Officer/designee to perform the full range of essential functions of a position in a higher jobcode shall receive compensation at a higher salary if all of the following conditions are met:

- (1) The assignment shall be in writing with copies to the Department of Human Resources and Controller.
- (2) The assignment shall conform to all Civil Service Commission Rules, policies and procedures.

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

12       SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

13       The Appointing Officer may adjust the compensation of a supervisory employee whose

14       compensation grade is set herein subject to the following conditions:

- 15       (1) The supervisor, as part of the regular responsibilities of his/her jobcode, supervises,
- 16       directs, is accountable for and is in responsible charge of the work of a subordinate or
- 17       subordinates.
- 18       (2) The supervisor must actually supervise the technical content of subordinate work and
- 19       possess education and/or experience appropriate to the technical assignment.
- 20       (3) The organization is a permanent one approved by the Appointing Officer, Board or
- 21       Commission, where applicable, and is a matter of record based upon review and
- 22       investigation by the Department of Human Resources.
- 23       (4) The jobcodes 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
- 25       respective duties and levels of responsibility and accountability in the organization.

- 1       (5)   The compensation grade of the supervisor is less than one full step (approximately 5%)  
2       over the compensation grade, exclusive of extra pay, of the employee supervised. In  
3       determining the compensation grade of a jobcode being paid a flat rate, the flat rate will  
4       be converted to a bi-weekly rate and the compensation grade the top step of which is  
5       closest to the flat rate so converted shall be deemed to be the compensation grade of the  
6       flat rate jobcode.
- 7       (6)   The adjustment of the compensation grade of the supervisor shall not exceed 5% over  
8       the compensation, exclusive of extra pay, of the employee supervised. If the application  
9       of this section adjusts the compensation grade of an employee in excess of his/her  
10      immediate supervisor, whose jobcode is also covered by this Ordinance the pay of such  
11      immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the  
12      base rate of his/her highest paid subordinate, provided that the other applicable  
13      conditions of this section are also met.
- 14      (7)   In no event will the Appointing Officer approve a supervisory salary adjustment in  
15      excess of two (2) full steps (approximately 10%) over the supervisor's current basic  
16      compensation. If in the following fiscal year a salary inequity continues to exist, the  
17      Appointing Officer may again review the circumstances and may grant an additional  
18      salary adjustment not to exceed two (2) full steps (approximately 10%).
- 19      (8)   The compensation adjustment is retroactive to the date the employee became eligible,  
20      but not earlier than the beginning of the current fiscal year.
- 21      (9)   The Human Resources Department shall review any changes in the conditions or  
22      circumstances that were and are relevant to the request for salary adjustment under this  
23      section.

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

- 25      (1)   When an exempt employee covered by this Ordinance is involuntarily removed or



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

6 (2) In addition to paragraph (1), when an exempt employee covered by this Ordinance is  
7 involuntarily removed or released from employment with ten (10) or more years of  
8 continuous City Service, the employee shall also receive one month's severance pay in  
9 exchange for a release signed by the employee of any and all claims arising under this  
10 Ordinance that the employee may have against the City including any officer or  
11 employee thereof. This release shall also include a waiver of any rights the employee  
12 may have to return to City employment e.g., holdover roster. This release does not  
13 affect claims or rights an employee may have independent of this Ordinance such as  
14 those rights arising under state or federal law.

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

## 23 SECTION 7. BILINGUAL PAY

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

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

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

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

9 SECTION 8. PREMIUM PAY

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

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

15 SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

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

20 Employees who enter below the salary grade maximum may advance one step following  
21 completion of the one year required service. Further increments may accrue following completion of  
22 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 has been  
24 unsatisfactory to the City. The denial of a step increase is subject to the grievance procedure;  
25 provided, however, that nothing in this section is intended to or shall make performance evaluations

1 subject to the grievance procedure.

2  
3 SECTION 10. METHODS OF CALCULATION

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

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

12 SECTION 11. WORK SCHEDULES

13 (1) REGULAR WORK SCHEDULES

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

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

21 Employees shall receive no compensation when properly notified (2-hour notice) that  
22 work applicable to the jobcode is not available because of inclement weather conditions,  
23 shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are  
24 not properly notified and report to work and are informed no work applicable to the jobcode is  
25 available shall be paid for a minimum of two (2) hours. Employees who have been designated

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

6 (2) NIGHT DUTY

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

16 (3) ALTERNATE WORK SCHEDULES

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

23 (4) VOLUNTARY REDUCED WORK WEEK

24 Employees subject to the approval by the Appointing Officer may voluntarily elect to  
25 work a reduced work week for a specified period of time. Such reduced work week shall not be

1 less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in  
2 accordance with such reduced work week.

### 3 SECTION 12. STANDBY PAY AND PAGER PAY

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

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

### 12 SECTION 13. CALL BACK

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

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

### 21 SECTION 14. OVERTIME COMPENSATION

22 (1) Subject to sub-paragraphs 2-4 below, the Appointing Officer may require employees to  
23 work longer than the regular work day or the regular work week. Any time worked by  
24 an employee with proper authorization, exclusive of part-time employees, in excess of  
25 forty (40) hours actually worked during a regular work week shall be designated as

1 overtime and shall be compensated at one-and-one-half times the base hourly rate. For  
2 the purposes of calculating overtime compensation, an employee's base hourly rate may  
3 include certain premiums for those hours actually worked at the premium rate.

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

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

15 (4) Employees in jobcodes designated by a "Z" symbol shall not be paid for overtime  
16 worked but may earn CTO at the rate of one hour for each hour worked in excess of 40  
17 hour/week. The maximum amount of CTO that may be accrued is two hundred forty  
18 (240) hours. In lieu of accruing CTO during the fiscal year, unrepresented department  
19 heads, the 1283 Director of Employee Relations and employees in AB44 Confidential  
20 Chief Attorney II shall have the same executive leave benefit applicable to employees in  
21 jobcodes assigned to the EM Unit. In lieu of accruing CTO during the fiscal year,  
22 employees in the 1282 Manager Employee Relations classification shall have the same  
23 administrative leave benefit applicable to employees in jobcodes assigned to the M Unit.

24 SECTION 15. FAIR LABOR STANDARDS ACT

25 To the extent that this Ordinance fails to afford employees the overtime or compensatory time

1 off benefits to which they are entitled under the Fair Labor Standards Act, this Ordinance authorizes  
2 and directs all City Departments to ensure that their employees receive, at a minimum, such Fair  
3 Labor Standards Act Benefits.

4 SECTION 16. HOLIDAYS

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

7 January 1 (New Year's Day)

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

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

10 the last Monday in May (Memorial Day)

11 July 4 (Independence Day)

12 the first Monday in September (Labor Day)

13 the second Monday in October (Columbus Day)

14 November 11 (Veteran's Day)

15 Thanksgiving Day

16 the day after Thanksgiving

17 December 25 (Christmas Day)

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

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

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

24 Employees are entitled to four (4) floating holidays totaling thirty-two (32) hours (pro-rated for  
25 eligible part-time employees), in each fiscal year to be taken on days selected by the employee subject

1 to prior scheduling approval of the Appointing Officer. Employees (both full-time and part-time)  
2 must complete six (6) months continuous service to establish initial eligibility for the floating  
3 holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the  
4 additional floating holidays. Floating holidays may be taken in hourly increments up to and  
5 including the number of hours contained in the employee's regular shift. Floating holidays may be  
6 carried forward from one fiscal year to the next. The number of floating holidays carried forward to  
7 a succeeding fiscal year may not exceed the total number of floating holidays received in the previous  
8 fiscal year. No compensation of any kind shall be earned or granted for floating holidays not taken.  
9 Employees who have established initial eligibility for floating holidays and subsequently separate  
10 from City employment, may at the sole discretion of the appointing authority, be granted those  
11 floating holiday(s) to which the separating employee was eligible and had not yet taken off. In  
12 addition, in lieu of base wage increases, employees, except those in Mayoral Staff classifications  
13 (0881-0905), shall receive an additional four (4) floating holidays per fiscal year.

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

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

25 Employees required by their respective Appointing Officer to work on any of the above-



1 specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling  
2 on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-  
3 1/2) the usual rate in the amount of twelve (12) hours pay for eight (8) hours worked or a  
4 proportionate amount if less than eight (8) hours worked; provided, however, that at an employee's  
5 request and with the approval of the Appointing Officer, an employee may be granted compensatory  
6 time off in lieu of paid overtime.

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

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

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

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

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

21 (4) Sections (2) and (3) above shall apply to part-time employees on a pro-rata basis. If the  
22 provisions of this section deprive an employee of the same number of holidays that an  
23 employee receives who works Monday through Friday, s/he shall be granted additional  
24 days off to equal such number of holidays. The designation of such days off shall be by  
25 mutual agreement of the employee and the appropriate employer representative. Such

1 days off must be taken within the fiscal year. In no event shall the provisions of this  
2 section result in such employee receiving more or less holidays than an employee on a  
3 Monday through Friday work schedule.

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

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

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

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

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

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

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

1 appropriate employer representative.

2 SECTION 22. IN-LIEU HOLIDAYS

- 3 (1) Requests for in-lieu holidays shall be made to the appropriate management  
4 representative within thirty (30) days after the holiday is earned and must be taken  
5 within the fiscal year.
- 6 (2) In-lieu holidays will be assigned by the Appointing Officer or designee if not scheduled  
7 in accordance with the procedures described herein.
- 8 (3) An in-lieu holiday can be carried over into the next fiscal year only with the written  
9 approval of the Appointing Officer.

10 SECTION 23. PROBATIONARY PERIODS

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

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

15 SECTION 24. HEALTH AND WELFARE AND DENTAL COVERAGE

16 1. EMPLOYEE HEALTH CARE COVERAGE

17 The City's contribution to employee health care coverage will be set in accordance with the  
18 requirements of Charter Sections A8.423 and A8.428.

19 2. DEPENDENT HEALTH CARE COVERAGE

- 20 (A) The City's contribution for dependent health care coverage for Miscellaneous  
21 Unrepresented employees shall be \$225.00 per covered employee per month. In the  
22 event that the cost of dependent care increases, the City will adjust its pick-up level up to  
23 75% of the cost of the City's least expensive medical plan's dependent health care  
24 medical costs charged to the employee for the employee plus two or more dependents  
25 category. For "medically single" employees, i.e., benefited employees not receiving the

1 contribution paid by the City for dependent health care benefits, the City shall  
2 contribute all of the premium for the employee's own health care benefit coverage.

3 (B) The City's contribution for Management Unrepresented employees to the Flexible  
4 Benefits Plan shall be the greater amount of \$225.00 per covered employee per month  
5 or 75% per covered employee per month of the dependent rate charged to employees for  
6 Kaiser coverage at the dependent plus two or more level. The specific benefits offered  
7 are subject to change.

8 3. DENTAL HEALTH CARE COVERAGE

9 The City will provide dental contributions at the present level during the term of this ordinance.

10 SECTION 25. RETIREMENT CONTRIBUTION

11 Except for classifications 1280-1283, inclusive, and classification 1293, for the duration of this  
12 Ordinance, the City shall pick-up the full amount of the employees' portion of their retirement  
13 contribution at the current rate.

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

19 Any City pick-up of an employee's retirement contribution shall not be considered as a part of  
20 an employee's compensation for the purpose of computing straight time earnings, compensation for  
21 overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into  
22 account in determining the level of any other benefit which is a function of or percentage of salary.

23 SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

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

1 or PERS.

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

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

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

9 SECTION 27. WORKER'S COMPENSATION AND RETURN TO WORK

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

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

1 disability, compensatory time off, or vacation, so as to equal the normal salary the employee would  
2 have earned for the regular work schedule. Use of compensatory time requires the employee's  
3 Appointing Officer's approval.

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

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

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

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

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

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

1 therein.

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

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

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

14 SECTION 30. TUITION REIMBURSEMENT

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

22 In addition, subject to approval by the Appointing Officer or designee and to the extent funds  
23 are available, employees may utilize up to \$1,000 of the funds available to them for that fiscal year  
24 under this section to pay for up to one-half of the cost of reasonable and necessary travel and lodging  
25 for approved training. Travel reimbursement rates shall be as specified in the Controller's travel

1 policy memo; however, Tuition Reimbursement funds may not be used for food.

2 SECTION 31. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL  
3 PSYCHOLOGISTS

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

11 SECTION 32. SPECIAL EDUCATIONAL LEAVE FOR SUPERVISING CLINICAL  
12 PSYCHOLOGISTS

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

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

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

21 SECTION 34. BAR DUES

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



1        SECTION 35. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

4        SECTION 36. LIFE INSURANCE

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

8        SECTION 37. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

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

12       SECTION 38. LONG TERM DISABILITY

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

19       SECTION 39. PARENTAL RELEASE TIME

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

24       In order to qualify for Parental leave, the employee must give reasonable notice to his/her  
25       immediate supervisor prior to taking the time off. The employee must provide written verification

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

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

8 SECTION 40. MILEAGE REIMBURSEMENT

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

11 SECTION 41. MUNICIPAL TRANSPORTATION AGENCY (MTA) INCENTIVE PROGRAMS

12 Covered MTA (Municipal Transportation Agency) service critical jobcodes and 'A' positions  
13 shall be eligible to participate in the MTA Performance Incentive Program and the Attendance  
14 Incentive Program.

15 SECTION 42. GRIEVANCE PROCEDURE

16 Definition:

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

21 General Provisions:

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

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

1 present the grievance to the next higher step within the required time limits, then the grievance will  
2 be considered to be resolved.

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

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

7 Procedure:

8 Step I Immediate Supervisor

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

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

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

19 Step II Department Head/Designee

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

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

3 Step III Director, Employee Relations Division

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

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

10 SECTION 43. SAVINGS CLAUSE

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

15 Recodifications may have rendered the references to specific Civil Service Rules and Charter  
16 sections contained herein incorrect. Such terms will be read as if they accurately referenced the  
17 same sections in their newly codified form as of July 1, 2009.

18  
19 This Ordinance shall be effective July 1, 2009.

20 APPROVED AS TO FORM:

21 DENNIS J. HERRERA, City Attorney

22  
23 By:



24 ELIZABETH SALVESON

25 Chief Labor Attorney

**ATTACHMENT A**

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

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

1229	Special Examiner	001
1280	Emp Relations Rep	001
1281	Sr Emp Relations Rep	001
1867	Assistant Performance Auditor	001
1942	Asst Materials Coordinator	001
2561	Optometrist	001
2576	Sprv Clincl Psychologist	001
2782	Laundry Superintendent	001
2966	Welfare Fraud Investigator	001
2967	Sup Welfare Fraud Investigator	001
3238	Dance Instructor	001
3246	Pianist	001
3438	Arborist Technician Supv II	001
3650	Medical Records Librarian	001
7350	Trans and Dist Line Worker	001
8168	Parking Hearing Supervisor	001
8229	Assoc Dir of Museum Sec Svcs	001
8247	Emergency Planning Coordinator	001

8282	<i>Sr Environ Control Off</i>	001
8446	<i>Court Alternative Specialist 1</i>	001
9914	<i>Public Service Aide-Admin</i>	001
9916	<i>Public Svc Aide-Public Works</i>	001
9920	<i>Publ Svc Aide-Asst to Prof</i>	001
9922	<i>PS Aide to Prof</i>	001
AC34	<i>Project Analyst</i>	001
AC35	<i>Bd/Comm Secretary 3</i>	001
AC41	<i>Operations Program Associate</i>	001
AC42	<i>Grants Finance Associate</i>	001
AC43	<i>Grants Associate</i>	001
AC44	<i>Grant Funding Prgrm Associate</i>	001
AC45	<i>CIP Outreach Coordinator</i>	001
0881	<i>Mayoral Staff I</i>	002
0882	<i>Mayoral Staff II</i>	002
0883	<i>Mayoral Staff III</i>	002
0884	<i>Mayoral Staff IV</i>	002
0885	<i>Mayoral Staff V</i>	002
0886	<i>Mayoral Staff VI</i>	002
0887	<i>Mayoral Staff VII</i>	002
0888	<i>Mayoral Staff VIII</i>	002

0889	<i>Mayoral Staff IX</i>	002
0890	<i>Mayoral Staff X</i>	002
0891	<i>Mayoral Staff XI</i>	002
0892	<i>Mayoral Staff XII</i>	002
0901	<i>Mayoral Staff XIII</i>	002
0902	<i>Mayoral Staff XIV</i>	002
0903	<i>Mayoral Staff XV</i>	002
0904	<i>Mayoral Staff XVI</i>	002
0905	<i>Mayoral Staff XVII</i>	002
1282	<i>Mgr Emp Relations Div</i>	002
1283	<i>Dir Emp Relations Div</i>	002
1293	<i>Human Resources Director</i>	002
1849	<i>Prog Mgr, Bus &amp; Econ Develop</i>	002
3234	<i>Marina Manager</i>	002
5646	<i>Environ Program Mgr I</i>	002
8137	<i>Chf Victim/Witness Invstgtor</i>	002
AB44	<i>Cfdntal Chf Atty 2, (Cvl &amp; Crmnl)</i>	002
AC37	<i>Principal Area Manager</i>	002
AC38	<i>Assistant Superintendent, Rec</i>	002
AC39	<i>Manager, Marina Operations</i>	002



# City and County of San Francisco

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

## Tails

## Ordinance

**File Number:** 090650

**Date Passed:**

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of Section A8.409 of the Charter, in job codes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2009.

June 16, 2009 Board of Supervisors — PASSED ON FIRST READING

Ayes: 10 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Mar, Maxwell,  
Mirkarimi

Excused: 1 - Elsbernd

June 23, 2009 Board of Supervisors — FINALLY PASSED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar,  
Maxwell, Mirkarimi



File No. 090650

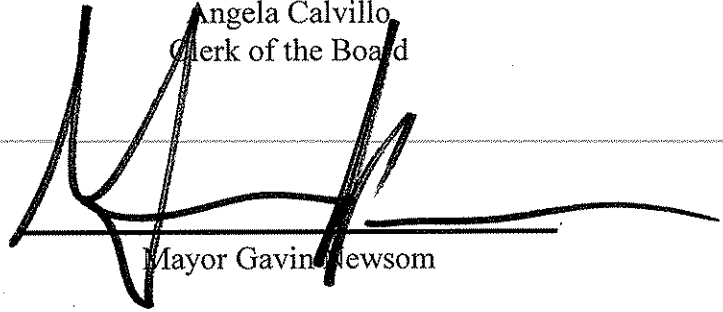
I hereby certify that the foregoing Ordinance  
was **FINALLY PASSED** on June 23, 2009 by  
the Board of Supervisors of the City and  
County of San Francisco.



Angela Calvillo  
Clerk of the Board



Date Approved



Mayor Gavin Newsom