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**IDnum** 58      **Language** English      **Country** United States      **State** CA

**Union** Unrepresented employees

### Local

Occupations Represented
Multiple occupations represented

**Bargaining Agency** City and County of San Francisco

### Agency industrial classification (NAICS):

92 (Public Administration)

**BeginYear** 2001      **EndYear** open

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### Notes

### Contact

**Full text contract begins on following page.**

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[Unrepresented Employees]

**Ordinance Fixing Compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of Section A8.409 of the Charter, in classes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2001.**

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

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

Unless specifically noted, the following provisions are applicable to all employees covered by this Ordinance, which includes Miscellaneous Unrepresented employees and Management Unrepresented employees. For informational purposes, see Attachment A for a list of classifications designated as Miscellaneous Unrepresented and Management Unrepresented.

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**Section 1. General Terms and Conditions of Employment**

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

**Section 2. Wage Rates**

The wage rates for the employees covered by this Ordinance for fiscal year 2001-2002 shall be increased as follows:

Effective July 1, 2001	Effective January 5, 2002
3%	2%

In addition:

For the following classifications, effective July 1, 2001, there shall be a one time wage adjustment:

7% to Class 1130 Youth Commission Advisor, Board of Supervisors

2.5% to Class 1942 Assistant Materials Coordinator

Effective July 1, 2001 the salary for AB44 Confidential Chief Attorney II shall not be less than Class 8184 Chief Attorney II.

All base wage increases shall be rounded to the nearest salary grade.

### **Section 3. 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 classification 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.
- (3) The position to which the employee is assigned must be a budgeted position.
- (4) The employee is assigned to perform the duties of a higher classification for longer than eleven (11) consecutive working days; after which acting assignment pay shall be retroactive to the first day of the assignment.

- a. If each of the above criteria are met and upon written approval by the Department Head, an employee shall be paid a one full salary step adjustment (approximately 5%) but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes acting assignment pay.
- b. Requests for classification or reclassification review shall not be governed by this provision.

#### **Section 4. Supervisory Differential Adjustment**

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

- (1) The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
- (2) The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
- (3) The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
- (4) The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to

each other in terms of their respective duties and levels of responsibility and accountability in the organization.

- (5) The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.
- (6) The adjustment of the compensation grade of the supervisor shall not exceed 5% over the compensation exclusive of extra pay, of the employee supervised. If the application of this section adjusts the compensation grade of an employee in excess of his/her immediate supervisor, whose class is also covered by this ordinance the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
- (7) In no event will the Appointing Officer approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).



- (8) The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.
- (9) The Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

### **Section 5. Internal Adjustment Process**

Upon request of an Appointing Officer, the Director of the Human Resources Department may approve internal salary adjustments, subject to approval of the Board of Supervisors, during the term 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 classification:

- a) The salary for the classification 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 classification 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.

### **Section 6. Premium Pay**

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

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

### **Section 7. Bilingual Pay**

Unrepresented employees who are assigned by their Department to a position designated by their Department as a "Bilingual Position", subject to approval by the Human Resources Department, shall receive an additional \$35.00 in each pay period when bilingual duties are performed 5 hours or more in each week. A designated "Bilingual Position" is one in which the employee is required to translate to and from a foreign language, or sign language as used by the deaf.

### **Section 8. Project Managers**

For fiscal year 2001-2002, the wage differential that existed in 1992-93 shall be re-established between the Project Manager classifications and their related professional engineering classifications as follows:

5502 Project Manager I and 5206 Associate Civil Engineer

5504 Project Manager II and 5208 Civil Engineer

5506 Project Manager III and 5210 Senior Civil Engineer

5508 Project Manager IV and 5212 Principal Engineer

### **Section 9. Appointment and Advancement**

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

### **Section 10. Methods of Calculation**

- (1) Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
- (2) Per Diem or Hourly. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

## **Section 11. Work Schedules**

### (1) Regular Work Schedules

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

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

Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours. Employees who have been designated by their department as emergency personnel must report to work as scheduled unless otherwise notified by the Appointing Officer or designee. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of two hours,

and for hours actually worked beyond two hours, computed to the nearest one-quarter hour.

(2) Night Duty

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

(3) Alternate Work Schedules

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

(4) Voluntary Reduced Work Week

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

**Section 12. Probationary Periods**

Probationary periods shall be defined and administered by the Civil Service Commission. All permanent appointees shall serve a minimum of a six month probationary period except that the Human Resources Director may designate specific classifications which shall require up to a one year probationary period.

A probationary period may be extended by mutual written agreement between the employee and the appointing officer.

**Section 13. Overtime Compensation**

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

base hourly rate may include certain premiums for those hours actually worked at the premium rate.

- (1) Employees working in classifications that are designated as having a regular work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified regular hours until they exceed forty (40) hours per week. Overtime shall be calculated and paid on the basis of the total number of straight time hours actually worked in a week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
- (2) Employees occupying Fair Labor Standards Act ("FLSA") exempt (executive, administrative, or professional) positions shall not be paid for overtime worked but may earn CTO at the rate of one hour for each hour worked in excess of 40 hour/week. The maximum amount of CTO that may be accrued may be established by each appointing officer. In lieu of accruing CTO during the fiscal year, unrepresented department heads and employees in AB44 Confidential Chief Attorney II shall have the same administrative time off benefit applicable to employees in classifications assigned to the EM Unit.
- (4) Employees not exempted from the FLSA who are required to work overtime shall be paid at a rate of one and one-half times their regular base rate. An employee may elect to accrue CTO in lieu of overtime, provided that the Appointing Officer approves of such election. In no

instance may an employee accrue more than two hundred forty (240) hours of CTO.

#### **Section 14. Fair Labor Standards Act**

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

#### **Section 15. Standby Pay and Pager Pay**

Employees who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available to be called in for immediate emergency service for the performance of their regular duties, shall be paid 25 percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the department with an electronic paging device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service.

The provisions authorizing standby pay do not apply to classifications designated by a "Z" symbol and which would qualify for designation as executive, administrative or professional under the duties test provisions of the Federal Fair Labor Standards Act.



## **Section 16. Call Back**

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

Notwithstanding the general provisions of this section, call back pay shall not be allowed in classes which are FLSA exempt (executive, administrative or professional).

## **Section 17. Holidays**

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

January 1 (New Year's Day)

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

the third Monday in February (President's Day)

the last Monday in May (Memorial Day)

July 4 (Independence Day)

the first Monday in September (Labor Day)

the second Monday in October (Columbus Day)

November 11 (Veteran's Day)

Thanksgiving Day

the day after Thanksgiving

December 25 (Christmas Day)

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

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

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

Employees are entitled to four (4) additional floating days off to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer.

Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating days off.

Floating days off may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for floating days off not taken.

Employees who have established initial eligibility for floating days off and subsequently separate from City employment, may at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.

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

### **Section 18. Holiday Compensation for Time Worked**

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

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

**Section 19. Holidays for Employees on Work Schedules Other Than Monday Through Friday**

- (1) 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.
- (2) 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.
- (3) Employees required to work on a holiday which 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.
- (4) Sections (2) and (3) 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 holidays that an employee receives who works Monday through Friday, s/he 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 fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

### **Section 20. 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 their normal rate of compensation.

### **Section 21. Employees Not Eligible for Holiday Compensation**

Persons employed for holiday work only, or persons employed on a part-time work schedule which 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 22. 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. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. 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 23. In-Lieu Holidays**

- (1) 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.
- (2) In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein
- (3) An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.

### **Section 24. Health and Welfare and Dental Insurance**

#### **1. City Contribution**

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

The level of the City's contribution to health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428. Covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System except as set forth in Administrative Code Section 16.701(b).

2. Dependent Health Care

The City's contribution for dependent health care coverage for Miscellaneous Unrepresented employees shall be \$225.00 per covered employee per month. In the event that the cost of dependent care increases, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical costs charged to the employee for the employee plus two or more dependents category.

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

For "medically single" employees, i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits, the City shall contribute all of the premium for the employee's own health care benefit coverage.

## **Section 25. Retirement Contribution**

The City shall pick up the full amount of the employees' contribution to retirement.

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

## **Section 26. Pre-Retirement Planning Seminar**

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

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

All such seminars must be located within the Bay Area.

This section shall not be subject to the grievance procedure.



## **Section 27. Worker's Compensation and Return to Work**

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

An employee who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the

regular work schedule. Use of compensatory time requires the employee's Appointing Officer's approval.

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

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

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

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

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

**Section 28. State Disability Insurance (SDI) Coverage**

Upon a statement by a majority of employees in a classification, or by the sole incumbent in a single “A” position or by the majority of employees in a multi “A” position, requesting that they be enrolled in the State Disability Program, the City shall take all necessary action to enroll affected employees therein.

**Section 29. Compliance with Disability and Anti-Discrimination Statutes**

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

**Section 30. Tuition Reimbursement**

The City will allocate \$10,000 for the Tuition Reimbursement Program for employees covered by this Ordinance. Employees shall not be reimbursed for more than \$500. Classes which will enhance an employee’s work skills shall be considered as qualifying for tuition reimbursement. Tuition reimbursement must be approved by the employee’s Appointing Officer and be in accordance with procedures determined by the Human Resources Director.

### **Section 31. Renewal Fees for Certifications, Licenses or Registrations**

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

### **Section 32. Bar Dues**

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

### **Section 33. Training, Career Development and Incentives**

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

### **Section 34. Life Insurance**

The City shall provide life insurance in the amount of \$50,000 for Management Unrepresented Employees.

### **Section 35. Safety Equipment & Protective Clothing**

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

### **Section 36. Long Term Disability**

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

### **Section 37. Parental Release Time**

Upon proper advance notification, covered employees may be granted up to forty (40) hours Parental Leave for fiscal year 2001-2002 - 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. Parental leave shall not exceed eight (8) hours in any calendar month of the year.

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

participated in 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, compensatory time off, or personal (unpaid) leave to account for absences after the two (2) paid hours per semester have been used. If both of the child's parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.

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

### **Section 38. 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 39. Municipal Transportation Agency (MTA) Incentive Programs**

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

### **Section 40. Grievance Procedure**

Definition

A Grievance shall be defined as any dispute which involves the interpretation or application of this Ordinance.

The grievance must state the circumstances on which the grievant claims to be aggrieved, the section(s) of the Ordinance which the grievant believes violated and the remedy or solution being sought by the grievant.

#### General Provisions

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

If the supervisor or appointing officer fails to respond within the required time limits, the grievant may then present the grievance in writing to the next higher step. If the grievant fails to present the grievance to the next higher step within the required time limits, then the grievance will be considered to be resolved.

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

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

#### Procedure

##### Step I Immediate Supervisor

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

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

The employee shall submit a written statement of the grievance to the immediate supervisor within fifteen (15) calendar days of the facts or event giving rise to the grievance or within fifteen (15) calendar days from such time as the employee should have known of the occurrence thereof.

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

#### Step II Department Head/Designee

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



writing to the grievance, specifying his/her reason(s) for concurring with or denying the grievance.

### Step III. Director, Employee Relations Division

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

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

### **Savings Clause**

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

Recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein incorrect. Such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 2001.

This Ordinance shall be effective July 1, 2001.

APPROVED AS TO FORM:

LOUISE RENNE, CITY ATTORNEY

By \_\_\_\_\_

Chief Labor Attorney

## Attachment A

### 0001 = Miscellaneous Unrepresented Classification

### 0002 = Management Unrepresented Classification

1130	YOUTH COMMISSION ADVISOR, BOARD OF SUPERVISORS	0001
1229	SPECIAL EXAMINER	0001
1283	DIRECTOR, EMPLOYEE RELATIONS DIVISION	0002
1293	HUMAN RESOURCES DIRECTOR	0002
1379	SPECIAL ASSISTANT XX	0002
1437	SHELTER OFFICE ASSISTANT SUPERVISOR	0001
1471	ELECTIONS WORKER	0001
1766	MEDIA PRODUCTION TECHNICIAN	0001
1767	MEDIA PROGRAMMING SPECIALIST	0001
1769	MEDIA PRODUCTION SUPERVISOR	0001
1849	MAYOR'S PROGRAM MANAGER	0002
1942	ASSISTANT MATERIALS COORDINATOR	0001
2561	OPTOMETRIST	0001
2576	SUPERVISING CLINICAL PSYCHOLOGIST	0001
2782	LAUNDRY SUPERINTENDENT	0001
2953	CHIEF DEPUTY DIRECTOR, DEPT. OF HUMAN SERVICES	0002
2978	CONTRACT COMPLIANCE OFFICER II	0002
3234	MARINA MANAGER	0002
3238	DANCE INSTRUCTOR	0001
3246	PIANIST	0001
3376	ANIMAL CARE ASSISTANT SUPERVISOR	0001
3378	FIELD SERVICES ASSISTANT SUPERVISOR	0001
3438	TREE TOPPER SUPERVISOR II	0001
3650	MEDICAL RECORDS LIBRARIAN	0001
5502	PROJECT MANAGER I	0001
5504	PROJECT MANAGER II	0001
5506	PROJECT MANAGER III	0001
5508	PROJECT MANAGER IV	0002
7212	AUTOMOTIVE TRANSIT EQUIPMENT SUPERVISOR	0002
5630	WATER & POWER ANALYST I	0001
8121	TRANSIT FARE SUPERVISOR/INSPECTOR	0001
8137	CHIEF VICTIM/WITNESS INVESTIGATOR	0002
8168	PARKING HEARING SUPERVISOR	0001
8222	HOUSING AUTHORITY POLICE OFFICER	0001
8247	EMERGENCY PLANNING COORDINATOR	0001
8263	CRIME LABORATORY MANAGER	0001
8282	SENIOR ENVIRONMENTAL CONTROL OFFICER	0001
8446	COURT ALTERNATIVE SPECIALIST I	0001
9914	PUBLIC SERVICE AIDE - ADMINISTRATION	0001

9916	PUBLIC SERVICE AIDE - PUBLIC WORKS	0001
9920	PUBLIC SERVICE AIDE - ASSISTANT TO PROFESSIONALS	0001
9922	PUBLIC SERVICE AIDE - ASSOCIATE TO PROFESSIONALS	0001
A006	PARKING BUREAU CHIEF	0002
A100	PARKING ENFORCEMENT SUPERVISOR	0001
AB27	SECRETARY, COMMISSION ON THE ENVIRONMENT	0001

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AA81	EXECUTIVE DIRECTOR, ETHICS COMMISSION	0002
AB27	SECRETARY, COMMISSION ON THE ENVIRONMENT	0001
AB44	CONFIDENTIAL CHIEF ATTORNEY II, (CIVIL & CRIMINAL)	0002
AC01	EXECUTIVE ASSISTANT I	0001
AC02	EXECUTIVE ASSISTANT II	0001
AC03	EXECUTIVE ASSISTANT III	0001
AC04	EXECUTIVE ASSISTANT IV	0001
AC05	EXECUTIVE ASSISTANT V	0001
AC06	EXECUTIVE ASSISTANT VI	0001
AC07	EXECUTIVE ASSISTANT VII	0001
AC08	EXECUTIVE ASSISTANT VIII	0001
AC09	EXECUTIVE ASSISTANT IX	0001
AC10	EXECUTIVE ASSISTANT X	0001
AC11	EXECUTIVE ASSISTANT XI	0001
AC12	EXECUTIVE ASSISTANT XII	0001
AC13	EXECUTIVE ASSISTANT XIII	0002
AC14	EXECUTIVE ASSISTANT XIV	0002
AC15	EXECUTIVE ASSISTANT XV	0002
AC16	EXECUTIVE ASSISTANT XVI	0002
AC17	EXECUTIVE ASSISTANT XVII	0002
AC18	EXECUTIVE ASSISTANT XVIII	0002
AC19	EXECUTIVE ASSISTANT XIX	0002
AC20	EXECUTIVE ASSISTANT XX	0002
AC21	EXECUTIVE ASSISTANT XXI	0002
AC22	EXECUTIVE ASSISTANT XXII	0002
AC24	SECRETARY TO PORT COMMISSION	0001
AC25	ASSISTANT DEPUTY DIRECTOR, PORT	0002
AC26	SENIOR OPERATIONS MANAGER	0002
AC27	DIRECTOR OF AIRFIELD DEVELOPMENT	0002
AC28	CHIEF FORENSIC PATHOLOGIST	0001
AC29	OPERATIONS SUPERVISOR	0001

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