

# **MEMORANDUM OF AGREEMENT**

## **2024 – 2027**

**OFFICE of COMMUNITY INVESTMENT  
& INFRASTRUCTURE/ SUCCESSOR  
AGENCY TO THE SAN FRANCISCO  
REDEVELOPMENT AGENCY**

**and**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 1021**

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## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter called “Agreement”) is made and entered into as of July 1, 2022, by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/ SUCCESSOR AGENCY TO THE SAN FRANCISCO REDEVELOPMENT AGENCY (hereinafter called “OCII”) and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (hereinafter called “Union”).

### SECTION 1. TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 and shall remain in full force and effect through June 30, 2027.

### SECTION 2. RECOGNITION

This Agreement covers all regularly scheduled employees working not less than twenty (20) hours per week in the classifications listed in Appendix A attached hereto and made a part hereof. Employees in such classifications constitute the bargaining unit (hereinafter called “Unit”). OCII recognizes the Union as the exclusive representative of the Unit during the term of this Agreement for the purpose of meeting, conferring and bargaining in good faith regarding employment conditions and employer-employee relations including wages, hours, and other terms and conditions of employment.

Class specifications or job descriptions shall be maintained by OCII for each classification included in the Unit and such descriptions shall be made available upon request. The class specifications shall be descriptive of the class and are not intended to include the exact nature and duties of each position allocated to a classification. They shall include examples of the more significant and typical duties assigned to positions allocated to a classification. With respect to changes in job duties assigned any particular position, a responsible supervisor will explain the change to the employee and to his or her representative if requested to do so.

OCII and Union acknowledge that changes in job duties, titles and minimal requirements may be necessary for classifications in the Unit. Either or the Union may propose such changes during the term of the Agreement. Prior to implementation, shall meet and confer in good faith with the Union relative to such proposed changes, including those related to wages and changes appropriate to Appendix B, Functional Lines and Single Classifications.

OCII will advise the Union of any proposed new miscellaneous classifications and agrees to meet and confer with the Union relative to inclusion of any such new classifications in the Unit and regarding wages, hours and other terms and conditions of employment for such new classes as early as possible but no less than 15 working days prior to implementation, except in cases which require immediate action. In such instances OCII agrees to meet and confer within five working days after taking such immediate action.

### SECTION 3. NONDISCRIMINATION

OCII and the Union agree that this Agreement shall be administered in a non-discriminatory manner and that no person employed or applying for employment shall in any way be discriminated for or against because of their actual or perceived race, color, creed, religion, political affiliation or opinion, age, sex, sexual orientation, physical disability, mental disability, medical condition, (including AIDS or HIV status), genetic information, marital or domestic partner status, gender identity, gender expression, military or veteran status, ancestry, national origin or other protected category under the law.

Discrimination and sexual harassment as used herein shall mean discrimination and sexual harassment as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination Act in Employment Act of 1967, and the Civil Rights Act of 1866.

Claims of discrimination shall be adjusted in accordance with prevailing legal standards regarding elements and burdens of proof applicable to the discrimination being claimed. An employee, group of employees, or Union may elect to process a complaint of discrimination or sexual harassment through either the grievance and arbitration procedures of this Agreement or through federal or state law.

A. Reasonable Accommodation

The Parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act. OCII reserves the right to take any action necessary to comply therewith.

If there is a conflict between a proposed accommodation and this Agreement, OCII will notify the Union and, upon request, meet with the Union within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement. During the reasonable accommodation process, an employee has the right, upon request, to Union representation.

When an employee requests an accommodation pursuant to the ADA and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act, OCII shall meet with the employee and, at the request of the employee, with the employee's Union representative. OCII will inform the employee and the representative of the status of the employee's request for an accommodation and of the resolution of the request. As necessary, and on a case-by-case basis, OCII will meet with the Union representative to review problems concerning reasonable accommodation.

Departments shall maintain files on formal reasonable accommodation requests that include information related to: status of accommodation requests and the resolution of closed accommodation requests.

Following a reasonable period of time after the employee has submitted the information required for a reasonable accommodation but not later than thirty days, OCII shall provide a response to the employee's request. If no accommodation in the current assignment is possible, the Employer shall evaluate alternative job assignments for possible accommodation. While his or her request for reasonable accommodation is pending, the Employer shall make every reasonable effort to provide a modified work duty assignment pursuant to the provisions of VII. B. Return to Work, of this Agreement.

B. Complaints of Discrimination

Discrimination complaints will be treated in strict confidence by both the Union and OCII.

Progressive disciplinary action shall be imposed by OCII upon any employee found to have engaged in discriminatory conduct in violation of this section.

C. No Discrimination on Account of Union Activity

Neither OCII nor the Union shall interfere with, intimidate, retaliate, restrain, coerce or discriminate against any employee because of the exercise of his/her rights granted pursuant to this Agreement and the Meyers-Milias-Brown Act. No employee seeking promotion, reassignment or transfer shall in any way be discriminated against because of their Union activities.

SECTION 4. MUTUAL OBLIGATIONS

The Union affirms its obligation to cooperate with OCII to develop in its members who are employees of OCII, a commitment to understanding and accomplishing OCII program objectives of maximum service to the public of the highest quality and efficiency. OCII and Union mutually agree to work cooperatively and to deal in good faith in administering the provisions of this Agreement.

SECTION 5. UNION MEMBERSHIP

A. Membership

OCII and the Union affirm the principle that harmonious labor-management relations are promoted and furthered when there is the broadest possible Union membership of employees in the Unit. When a person is hired in any of the covered classifications, OCII shall notify such person, in writing, that OCII recognizes the Union is the exclusive bargaining representative for said unit.

B. Dues Checkoff

Authorization for Deductions

1. OCII shall deduct from a represented employee's pay Union dues, fees, premiums for insurance programs, political action fund and other contributions, and any special membership assessments (collectively "contributions"), as established and as may be changed from time to time by the Union, upon submission by the

Union of an employee's signed membership or other payroll deduction authorization form specifically authorizing those deductions. The Union shall submit the signed membership card or other authorization form to OCII, One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103. OCII shall have thirty (30) days following receipt of the form to begin the authorized deductions.

2. Except as otherwise provided in this section, each pay period, OCII shall remit all sums so deducted to the Union, together with a written statement of the names, employee numbers, classifications, departments, and amounts deducted.
3. When the Union determines to adjust the level of contributions, the Union shall provide written notice of the adjustment to OCII. OCII shall have thirty (30) days following receipt of the notice to implement the adjusted contribution level.
4. Except as otherwise provided in this section, OCII shall continue to deduct and remit contributions until it receives notice of revocation from the Union as provided in this section, or it receives an order from a court or administrative body directing OCII to discontinue the deduction for one or more employees.
5. An employee may revoke his or her membership or payroll deduction authorization by contacting the Union and complying with the following:
  - (a) for those employees who have signed a membership card or other authorization form which provides terms of revocation, the exclusive method of revocation is set by the card or other authorization form.
  - (b) for employees whose membership card or other authorization form does not provide terms of revocation, the member may revoke by submitting a written revocation to the Union during the thirty (30) day period immediately before the anniversary date on which the employee signed his or her form.
6. When the Union determines that a represented employee timely revokes his or her membership or dues authorization as provided above, the Union shall notify OCII in writing by U.S. mail within fourteen (14) days. OCII shall cease dues deductions within thirty (30) days of receiving the notice of revocation from the Union.
7. OCII shall not resolve disputes between the Union and represented employees concerning Union membership or contribution deductions, or provide advice to employees about such matters. OCII shall direct employees who have questions or concerns about Union contributions to the Union.
8. The Union shall be the custodian of records for employee membership and dues deduction forms, and will notify OCII of all new payroll deduction authorizations or revocations pursuant to paragraphs 1 and 4.



9. The Union shall indemnify, hold harmless, and defend OCII against any claim, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to OCII's compliance with this section. The Union shall be responsible for the defense of any claim within this provision, subject to the following: (i) OCII shall promptly give written notice of any claim to the Union, (ii) OCII shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that OCII shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates OCII in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of OCII, or agreeing to any injunctive relief or consent decree being entered against OCII, without the consent of OCII. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Union against OCII.

C. Stewards and Release Time

Union may designate two (2) stewards and shall notify OCII in writing of such designations. Union shall also notify OCII of the membership of the Executive Committee of the Union, including the Union President or his/her designee. With the prior approval of his or her manager, each steward and each Executive Committee member shall be allowed reasonable time for the performance of Union duties during working hours without loss of pay, provided he or she notifies his or her manager of the general nature of these duties. Such approval shall not be unreasonably withheld.

D. Union Meetings

OCII and Union agree to cooperate in arranging reasonable times for meetings of the Union at OCII offices. OCII agrees to allow up to one hour per month during working hours for attendance by all members at Union meetings for ratification votes or emergency situations.

E. New Employee Orientation

A "new employee orientation" is the onboarding process of newly hired employees when they receive information about their employment status, rights, benefits, duties, and responsibilities, and any other employment related matters. A "new employee" includes a permanent, temporary, full-time, part-time, or seasonal employee who is represented by SEIU Local 1021.

OCII will provide at least 10 days' notice to the SEIU Local 1021 representative of a pending new employee orientation for the representative's bargaining unit member.

The SEIU Local 1021 representative will be granted reasonable release time to travel to and from the meeting and will have 30 minutes to address the new employee(s) without management presence.

OCII and SEIU Local 1021 agree that notification will include name of new employees, location and time of the new employee orientation.

If the SEIU Local 1021 representative is not available on the day of the new employee orientation, they may arrange with OCII to meet the new employee on another day during the employee's first week at work.

Employee Information. OCII will provide SEIU Local 1021 with a new employee's name, job title, department, work, home and personal cellular telephone numbers on file with the employer (if available), and the home address of the new employee within 30 days of the employee's start date. All the information referenced in the preceding paragraph for all employees SEIU Local 1021 represents will be provided on a monthly basis. Consistent with Government Code section 6254.3, employees may opt to prevent the personal contact information from being released to SEIU Local 1021 by making a written request to that effect.

## SECTION 6. SALARIES AND PERSONNEL ACTIONS

### A. Rates of Pay

Salaries for classifications included in the bargaining units shall be as indicated in Appendix "A" of this Agreement, as reflected in the OCII Salary Resolution. These salary amounts reflect an approximately 13% increase over the salaries paid in the pay period prior to adoption of this MOU.

Represented employees shall receive the following base wage increases:

1. Effective July 1, 2024, represented employees shall receive a base wage increase of 1.5%.
2. Effective January 4, 2025, represented employees shall receive a base wage increase of 1.5%.
3. Effective July 1, 2025, represented employees shall receive a base wage increase of 2%.
4. Effective January 3, 2026, represented employees shall receive a base wage increase of 1.5%.
5. Effective June 30, 2026, represented employees shall receive a base wage increase of 2%.
6. Effective January 2, 2027, represented employees shall receive a base wage increase of 2%.
7. Effective June 30, 2027, represented employees shall receive a base wage increase of 2.5%.

8. Because of the wage structure of this proposal, no wage deferrals or offramps will be utilized.

B. Terminal Pay

OCII shall continue its contract with the Public Employees' Retirement System to add the optional contract provision of Credit for Unused Sick Leave at Retirement (Section 20965 of the Public Employees' Retirement Law).

C. Severance Pay

- (1) Employees laid off by OCII will one (1) week of severance pay for each full year worked up to a maximum of twelve (12) weeks, in exchange for a release, in a form acceptable to OCII, signed by the employee of any and all claims arising out of the employee's separation from employment by layoff (including claims arising under this Agreement) that the employee may have against OCII, including any officer or employee thereof. An employee who accepts severance pay shall forfeit all rights to recall from layoff that are provided under this Agreement and in the Personnel Policy. The Union agrees not to pursue any grievance arising out of the layoff for an employee who accepts severance under this section. If an employee accepts severance pay, the employee shall enter into an agreement with OCII, in a form acceptable to OCII, to reimburse OCII for the full amount of the severance pay if the employee retires within two (2) years of accepting the severance pay, and thereafter, upon retirement within the two (2) year period, the employee shall reimburse the OCII for the full amount of the severance pay.
- (2) An employee reinstated and laid off again would be entitled to payment of severance pay an additional time only if he or she worked at least a year in between layoff periods and the amount of such pay would be determined solely by the length of the most recent OCII employment.
- (3) In addition to severance pay, Section 11 of this Agreement also provides other rights and procedures for employees in the event of a layoff; provided, however, that Section 11.D. shall not apply to an employee who accepts severance.

D. Reclassifications

The Union or a Unit employee may request reclassifications during the term of this Agreement. If the Union or a Unit employee requests a reclassification, OCII will meet with the Union or the Unit employee to discuss the proposed reclassification and OCII will provide a written response to the request within sixty (60) calendar days of the request.

OCII may initiate reclassifications of Unit positions during the term of this Agreement. In such cases OCII will notify the Union of the proposed

reclassification and, upon the Union's request, will discuss the proposed reclassification with the Union.

No reclassification of any Unit position shall be implemented within the 30-day period subsequent to any intended date of layoff of Unit employees, unless it is mutually agreed otherwise by OCII and the Union.

E. Probation

All permanent appointees shall serve a six-month probationary period, except as provided below:

- (1) Employees who move from a part-time to a full-time position within a classification shall be subject to a three (3) month probationary period in the full-time position;
- (2) Employees who move, in a flexible staffing series of classifications, except to a supervisory position, will have a three (3) month probationary period in the new position;
- (3) Employees who move to a new department in the same class or former class will serve a three (3) month probationary period;
- (4) An employee who is appointed to a permanent position shall have his or her probationary period reduced by the time served by that employee in the same classification in the same department, but all such probationary periods shall be at least three (3) months.
- (5) When an employee is reinstated to a permanent position in a former class in a department other than the department in which the probationary period had been completed (in the former class) the employee shall serve three (3) months probationary time.
- (6) A six (6) month probation will be required following promotion to a higher classification.
- (7) When an employee's position changes by permanent transfer to the same class in another department, by disability transfer, reduction in force due to technical advances, automation or the installation of new equipment the employee shall serve three (3) months' probation time.
- (8) When an employee is returned as permanent following layoff, involuntary leave or resignation to a class or department other than the one left, the employee shall serve three (3) months probationary time.
- (9) A current regularly scheduled provisional employee who receives a permanent appointment in his or her class in another department shall have his or her probationary period reduced by the time served by that employee in the same

classification, but all such probationary periods shall be at least three (3) months.

A probationary period may be extended by mutual agreement, in writing, between the Union and OCII.

An employee who is granted a leave while serving a probationary period shall have such probationary period extended by the period of such leave in order to complete the required period of service. Disability leave shall extend the probationary period in all cases.

Any employee who is returned to duty to a position in another department after layoff or displacement, and who has displaced an incumbent in such position, is entitled to an introductory meeting with the new department. The purpose of the meeting is to review the job duties and expectations for the new position and to provide the timeline and framework for training and orientation. After thirty (30) days, the employee is entitled to a review of his or her performance. If the employee is not meeting standards, the supervisor will meet with the employee and, upon request, the union representative, to identify ways for the employee to bring his or her performance to a satisfactory level.

F. Salary Increments

1. Subject to subparagraph 2: Upon successful completion of his or her probationary period, an employee shall advance to the next step of his or her salary range, effective the first day following successful completion of probation. Thereafter, an employee shall advance to the next step of his or her salary range effective on the anniversary date and, thereafter, shall receive step increments at 12-month intervals effective each anniversary date until the top step of the salary range is achieved. All salary step increments shall be applied to the first paycheck received after the anniversary date and shall be retroactive to the anniversary date.
2. An employee's scheduled step increase may be denied if the Executive Director or designee determines that the employee's performance has been unsatisfactory, provided that (a) the employee has received notice of intent to withhold the increase no later than 15 calendar days in advance of the step increase due date, and (b) the employee has received a written evaluation no later than 30 calendar days before the step increase due date. Any such denial shall be subject to the grievance procedure.

G. Extended Range

1. Subject to the requirements set forth in this section, the Executive Director may provide an extended salary range for employees in those classifications where there is no further in-unit promotive opportunity.

2. Subject to the requirements set forth in this section, the Executive Director may approve the placement of an incumbent employee at a rate of pay in an extended range based on consideration of whether the adjustment would serve one or more of the following purposes:
  - (a) to address demonstrated recruitment or retention issues;
  - (b) to compensate an employee exercising a special skill;
  - (c) to compensate for a special project of limited duration; and/or
  - (d) to recognize exemplary performance.
3. Subject to the requirements as set forth in this section, the Executive Director may select employees for temporary placement in an extended range. For example, employees may be temporarily placed in an extended range to compensate for assignment to a special project of limited duration; placement in an extended range would be granted for the duration of that special assignment only.
4. Placement in an extended salary range shall be assigned in increments of 2.5% above base pay (i.e., placement may be at 2.5%, 5.0% or 7.5% above base pay), set at the nearest existing salary grade, not to exceed 7.5% above base pay: provided, however, that the amount of the extended salary must be consistent with the duly-approved and publicly available pay schedule for the Successor Agency (i.e. Resolution Establishing Classifications of Positions and Compensation Schedules for the Successor Agency Staff).
5. Placement in extended salary ranges under this section shall occur only if adequate funds are available.
6. Employees placed in an extended range under this section shall not be eligible to receive additional pay under any of the following:
  - (a) Temporary Assignment Pay pursuant to Section 6.H. of this Agreement; or
  - (b) Supervisory Differential Adjustment pursuant to OCII's Salary Resolution.
7. OCII and the Union agree to work cooperatively to ensure the success of this program. The parties agree that all incumbent employees may request placement in an extended range subject to the requirements of this Subsection G. Requests for placement in an extended range shall be submitted to the Human Resources Manager. The Human Resources Manager shall evaluate the request in light of the purposes described in subsection 2, above, giving due consideration to all factors relevant to those purposes, including but not limited to the employee's job performance and job-related knowledge, abilities or skill, as well as the

length of time the employee has worked in the current classification. Within six (6) weeks of receiving the request, the Human Resources Manager shall make a recommendation to the Executive Director, who shall thereupon decide whether or not grant the request for placement in extended range.

8. Placements in extended ranges under this section are discretionary. The granting or failure to grant placement in an extended range is not subject to the grievance procedure or any other type of appeal.
9. In determining whether an employee's extended range salary qualifies as compensation for pension purposes, OCII shall comply with the requirements of the California Public Employees Retirement Law, including, but not limited to, its standards for special compensation and pensionable compensation.

#### H. Temporary Assignment to a Higher Paying Classification

Whereas an employee is temporarily assigned, in writing, all or a substantial portion of the duties of a higher paying classification, said employee shall be paid at the salary step of the higher paying classification representing at least a seven and one-half percent (7.5%) increase over and above the employee's current salary, provided that such increase shall not exceed the maximum of the salary range of the higher paying classification. Such payment shall commence after the tenth (10th) working day of such assignment in any contract year and shall be retroactive to the first day of the temporary assignment. When a temporary assignment is anticipated to continue beyond ten (10) calendar days at the time it is made, the employee shall be paid at the higher rate from the first day of the assignment.

Acting assignments shall last no longer than 6 months without approval of the Executive Director and notice to the Union. Upon request the employer will provide list of employees currently in acting assignments.

#### I. Evaluations

The Union and OCII agree that it is to their mutual benefit to encourage open and regular communication between Unit employees and management on work conditions, training needs, job performance and expectations, supervisory relationships and overall work satisfaction. To the extent that communication can anticipate problems and foster solutions, it should be encouraged and formalized.

Each year as part of the performance evaluation process, a meeting shall take place between the employee and supervisor in which job expectations, performance assessment, professional development, accreditation and training needs, supervisory relationships and other work related issues may be discussed.

Each new employee shall be provided with a performance interview and report at the end of the third, sixth and twelfth month of employment, and each year thereafter as provided above.

All employees will receive an individual evaluation of professional development and accreditation training needs related to their current position and/or promotional opportunities during their annual performance review. In this regard employees are encouraged to take advantage of any training professional development and accreditation opportunities to further their professional development.

Nothing herein shall be construed as precluding a supervisor from preparing a written commendation, warning or recommendation for disciplinary action as may be deemed necessary and as set forth in Section 26 hereof.

J. Promotions

An employee promoted to a position classification having a higher salary range shall be paid in the new classification the salary step which represents an increase of at least ten percent (10%), but does not exceed ten (10%) percent unless required by the salary steps of the promotive position. Thereafter the employee shall advance as provided in paragraphs D and E.

K. Personnel Files

OCII shall maintain only one personnel file in OCII's office. Employees shall have the right to review their personnel files. No new information shall be placed in an employee's personnel file without the employee receiving a copy of the information. The employee shall have the right to respond to any such information and any written response of the employee shall be placed in his or her personnel file and referenced to the item to which it responds. Any information forwarded to the employee's personnel file shall be transmitted in a sealed confidential envelope. Performance appraisals shall not be grievable unless they contain specific disciplinary measures. An employee may submit a rebuttal to a performance appraisal, which will be placed in the personnel file.

A Unit employee may request, that information in his or her personnel file reflecting unfavorably on the employee (but not including regular performance evaluations) be removed provided: (i) such information was placed in the file more than three (3) years prior to the request; provided that if disciplinary action involving one day or more loss of pay was imposed, then five (5) years must elapse prior to the request; and (ii) the behavior, incidents or shortcomings supporting the information have not recurred since the information was placed in the file.

OCII shall not release information to creditors or other persons other than upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given is limited to verification of employment, length of employment and verification of salary information if the person inquiring first states the correct salary to OCII.



L. OCII Regulations

The management of OCII and the direction of the working forces are vested in OCII, subject to the provisions of this Agreement. This includes the right to issue and enforce OCII rules and determine the qualifications and ability of employees. OCII will not, however, use the provisions of this Section for the purpose of discrimination against any employee or to avoid or evade the provisions of this Agreement.

OCII will continue to establish reasonable rules and regulations governing the conduct and performance of employees. OCII recognizes its obligation to meet and confer with the Union on all proposed personnel rules and regulations. Such rules and regulations so established shall be conspicuously posted.

Except in cases of emergency, the Union shall be notified no later than ten (10) working days prior to the formal adoption of such proposed personnel rules and regulations. If for good cause the Union believes a five (5) working day extension is necessary, OCII shall grant such extension upon written notice by the Union. In cases of emergency adoption, OCII shall meet and confer with the Union at the earliest practicable time following the adoption of such emergency personnel rules and regulations.

M. Orientation

Prior to the assignment or reassignment of a Unit member for a period of thirty (30) days or longer to another section or site the employee shall be provided with information as to whom he/she shall report to, for what period of time, and a general statement as to the nature of his/her duties and responsibilities. Such information shall be in writing. The same information shall be provided verbally to any employee upon an assignment or reassignment of less than thirty (30) days provided, however, that any such employee who receives conflicting instructions from any two or more supervisory employees may request that such supervisors shall meet and resolve any conflict and deliver to him or her a written resolution of such conflict. An employee who requests a written resolution of a supervisory conflict shall follow original verbal instructions until such time as a written resolution is delivered to him/her.

SECTION 7. HOURS OF WORK

A. Regular Work Week.

Regular work hours shall consist of eight (8) hours within nine (9) consecutive hours, normally between the hours of 8:00 a.m. and 5:00 p.m. The regular work week shall be forty (40) hours, consisting of five (5) days per week.

- (1) All employees shall be allowed one (1) hour lunch period.
- (2) Employees will be granted a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon.

- (3) Daily strength reports shall be maintained at each work site provided daily sign-in procedures shall not be required. This will not preclude sign-in and sign-out procedures for field work.

B. Alternatives to Regular Work Schedules and Flextime.

OCII and the Union acknowledge that employee morale and larger community environmental concerns can benefit from flexible working hours. OCII permits flexible working hours when such a schedule does not interfere with meeting the needs of OCII. An employee may submit a written request to her or his supervisor to be allowed to work on a flexible schedule or an alternative schedule (e.g. four days per week at ten hours per day (4/10) and nine days per every two weeks—or nine hours per day for nine days (9/80)). OCII retains the sole discretion over approving such requests. If the needs of OCII and the desires of the employee can be accommodated, a supervisor may approve a flexible or alternative work schedule. The approval must be in writing. The employee and the Union shall have the right to request reconsideration by the next higher level of management (up to the Executive Director only). If the request is denied, the supervisor shall state the reason for the denial in writing. Denial shall not be a grievable matter except in cases of discrimination as defined in Section 3 of this Agreement.

C. Attendance.

An employee shall report unscheduled leave to OCII within the first hour of the scheduled starting time of the shift unless prevented from doing so by circumstances beyond the control of the employee. When an employee is absent from work due to an emergency or unexpected circumstance, the employee shall be entitled to utilize sick leave, vacation or compensatory time off when appropriate to the circumstances.

D. Overtime Compensation

Overtime is hereby defined to mean time worked in excess of eight (8) hours per day or forty (40) hours per week except those electing to work ten (10) or twelve (12) hour work days. In the event an employee elects to work a ten (10) hour day, for example, he/she shall begin earning overtime rates after ten (10) hours. Legal holidays shall count as time worked for the purpose of computing overtime.

E. Assignment of Overtime

When an overtime assignment must be made, the most senior qualified employees shall be given the first opportunity to volunteer for the overtime assignment. If there is an insufficient number of volunteers, assignment may begin with the least senior employees able to do the work.

Any employee working in excess of the regular or normal work day or week shall be compensated at the overtime rate of one-and-one-half times the base hourly rate which shall include a night differential if applicable.

Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

Overtime shall be distributed on a voluntary, rotational basis. The rotation shall begin with the most senior qualified employee in the classification, in the department or in the facility and continue down through the seniority list which shall be provided to the Union upon request. Overtime shall be equalized among all volunteers on an annual basis. Each department shall provide its overtime records to the Union Steward upon request. Appointing Officers shall give as much notice as possible of available overtime to be worked.

Whenever possible, available overtime shall be posted a minimum of two (2) weeks in advance. This posting shall include the name of the first eligible employee to sign up for said overtime. The posting shall also include a cut-off date and time for signing up. Once the sign-up has been completed, the names of the employees who are to work the overtime shall be posted. In the event of an insufficient number of volunteers, employees shall be drafted to work the overtime by reverse seniority.

All contact attempts made for offering overtime shall be documented. Upon request, this information will be made available to the Union.

For the purposes of this provision, the evaluation of an employee's qualifications shall not be arbitrary.

F. Overtime for Non-"Z" Employees

Non-"Z" designated employees who work, or who are suffered to work, overtime shall be paid in salary unless the individual employee requests in writing compensatory time off in lieu of paid overtime. Compensatory time shall be earned at the rate of time and one-half (1-1/2).

Employees occupying non "Z" designated positions may not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half (1-1/2).

Non-"Z" designated employees shall be allowed to take any accrued compensatory time upon request to his/her supervisor. Requests for use of accrued compensatory time off shall not be unreasonably denied. At the employee's option, any accrued compensatory time off shall be paid at the end of the fiscal year. If the employee does not exercise such option, accrued compensatory time will be carried over to the next fiscal year.

Any compensatory time earned but not used at the time of an employee's termination of employment shall be paid in cash.

G. Overtime for “Z” Employees

Employees occupying positions determined to be exempt from the Fair Labor Standards Act and designated by a “Z” shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules. Unused accrued compensatory time will be carried over to the next fiscal year.

H. Telecommuting

OCII and the Union have recognized that telecommuting programs represent good public policy. OCII shall maintain a Telecommuting Policy and Program with guidelines based on, and no more restrictive than, the City and County of San Francisco’s Department of Human Resources (SFDHR) Citywide Telecommuting Policy and Program ("Citywide Policy") in effect on July 1, 2019, and as may be amended from time to time, which is available on the SFDHR Website. Under this program, an OCII employee who meets the eligibility criteria may apply for telecommuting privileges. Either a telecommuting employee or OCII may end a telecommuting arrangement at any time. OCII, however, will not deny or Terminate telecommuting arrangements for arbitrary or capricious reasons. OCII's telecommuting program is not subject to the grievance and arbitration procedures of this Agreement.

SECTION 8. HOLIDAYS AND VACATION.

A. Designation of Holidays.

Except as indicated below, all OCII offices shall be closed on the following days: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, June 19th, July 4th, the first Monday in September, the second Monday in October, November 11th, December 25th.

OCII offices shall also be closed on Thanksgiving Day, the day after Thanksgiving Day and every day appointed by the President or Governor for a public fast, thanksgiving or holiday.

- (1) Holidays that fall on a Sunday shall be observed on the subsequent Monday.
- (2) Holidays that fall on a Saturday shall be observed on the preceding Friday.

B. Personal Leave (Floating Holidays).

Employees shall be granted floating holidays as set forth below:

Five (5) floating days off forty (40) hours to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee’s regular shift. Employees (both full-time and

part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Floating Holidays received in one calendar year but not used shall be carried forward to the next succeeding calendar year. The maximum number of floating holidays carried forward to a succeeding calendar year shall not exceed the total number of floating holidays received in the previous calendar year, and at no time shall employees be able to accumulate more than 80 hours of floating holidays. No compensation of any kind shall be earned or granted for floating days off not taken.

C. Vacation Leave

Employees shall be entitled to paid vacation as provided in OCII Personnel Policy and as described below. Vacation shall be scheduled by mutual agreement between the employee and OCII. Vacation requests shall not be unreasonably denied.

- (1) A permanent full-time employee with less than five (5) years of service shall earn vacation credit at the rate of 3.09 hours per pay period (approximately ten days per year)
- (2) Following completion of five (5) years of service, vacation credit shall be earned at the rate of 4.63 hours per pay period (approximately fifteen days per year)
- (3) An employee shall earn an additional 40 hours of vacation upon completion of five (5) years of service.
- (4) Following completion of fifteen (15) years of service, vacation credit shall be earned at the rate of 6.16 hours per pay period (approximately twenty days per year).
- (5) An employee shall earn an additional 40 hours of vacation upon completion of fifteen (15) years of service.
- (6) In determining the effective anniversary date of an employee, allowance shall not be made for any pay period in which the employee is on leave without pay or separated from the service of OCII unless he or she is in pay status not less than one-half (½) of the regularly scheduled work hours in such pay period.
- (7) Vacation credit earned may accrue from one year to another provided that, effective January 1, 1995 or when implemented for all OCII employees, whichever is later, an employee whose total vacation credit exceeds the following levels shall earn additional vacation at a reduced rate until the employee's total vacation credit falls below the applicable limit at the conclusion of two (2) consecutive pay periods:

<u>Years of Continuous Service</u>	<u>Limit</u>
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1 through 5	320 hours
more than 5 through 15	360 hours
more than 15	400 hours.

The reduced rate shall be 3.09 hours per pay period notwithstanding any of the provisions in paragraphs 1 through 5 above. OCII shall provide reasonable advance notice to employees whose vacation credit balances are near these limits. In addition, no employee whose vacation credit exceeds these limits shall be eligible to use compensatory time until the total vacation credit falls below the applicable limit for two (2) consecutive pay periods.

- (8) Vacation credit may not be used prior to the completion of six (6) months of service.
- (9) After January 1 of each year, an employee who has completed five (5) years of service shall be entitled to use the hours of vacation to be earned in that calendar year.
- (10) An employee wishing to use accrued vacation credit shall submit to his or her supervisor his or her request for leave for approval in advance of the starting date of his or her leave.
  - (a) An employee may choose to sell back a maximum of 120 hours of vacation leave annually. Payments to employees resulting from such sell back of vacation shall not count as compensation for the purpose of calculating retirement.
- (11) If an employee leaves the employ of OCII prior to the end of the calendar year, reconciliation of vacation leave earned and taken to date of termination shall be made. If the employee owes OCII for unearned leave, the actual value of unearned leave shall be deducted from final pay. Leave time earned but unused at the date of termination shall be added to final pay.

SECTION 9. LEAVES OF ABSENCE OTHER THAN VACATION AND PERSONAL LEAVES.

A. Sick Leave

- (1) Definition. Sick leave is an authorized absence from duty granted an employee who is unable to work because of:
  - (a) Personal illness or injury childbirth or appointments for dental or medical examination or treatment.
  - (b) Required attendance for conditions cited in (1) above, upon spouse, domestic partner, child (including adopted and stepchild),

child for whom the employee has parenting responsibilities, child of an employee's domestic partner, parent, brother or sister (including half- or step-), or any relative residing in his or her immediate household.

- (c) Exposure to a contagious disease resulting in quarantine, or the advice of his or her doctor to avoid contact with others until the danger of infection to others has passed.
  - (d) The term "doctor" shall include licensed physician, surgeon, dentist, osteopath, chiropractor, podiatrist, licensed certified acupuncturist, licensed mental health professional or Christian Science Practitioner. The term "medical examination" or "treatment" shall include the services of any of the foregoing.
- (2) Administration
- (a) A permanent employee shall earn sick leave credit at the rate of four (4) hours per pay period, or thirteen (13) days per service year.
  - (b) An employee may use sick leave after the end of the service pay period in which sick leave credit is first earned.
  - (c) An employee may accumulate a maximum of six (6) months (130 days) sick leave credit, which is the maximum that may be paid. Sick leave credit accumulated in excess of this amount shall be accumulated in a non-payable sick leave account, which will be creditable as service credit upon retirement pursuant to Section 20965 of the Public Employees' Retirement Law.
  - (d) An employee must provide a doctor's certificate for absences in excess of five (5) consecutive workdays charged against sick leave.
  - (e) This provision shall apply only to employees hired on or before January 1, 2015: When an employee uses accrued sick leave credits to supplement disability payments for Worker's Compensation, sick leave with pay credits shall be thereafter earned at a rate of two (2) times the regular rate until the amount of sick leave credits used to supplement disability payments for Worker's Compensation is made up.
  - (f) The payment of sick leave shall not affect or limit an employee's right to the full weekly disability benefits to which he/she may be entitled under the California Unemployment Compensation Act. In cases where an employee is eligible to receive disability payments, the employee shall receive his or her full disability benefit payment, plus such portion of his or her sick leave pay that shall aggregate to an amount equal to but not exceeding the employee's regular rate of pay. In cases of industrial injury

entitling an employee to Workmen's Compensation Insurance payments, the same method of integration with sick leave shall apply.

- (g) Nothing herein shall be construed to preclude a supervisor from instituting disciplinary action in the event of an abuse of sick leave.
  - (h) If during a period of illness the employee's doctor shall offer a prognosis as to the expected duration of the employee's illness, this fact shall be reported to OCII. Thereafter, no routine daily reporting of the illness is required unless there is a change in prognosis or until the date the employee is expected to return to work.
- (3) Sick Leave and Vacation Transfer
- (a) Transfer Eligibility. Employees who have suffered a life-threatening illness or injury may apply to the Executive Director for the voluntary transfer of sick leave and vacation from other employees to assist with their continuation of pay status. All necessary forms and the administration of the transfer policy will be handled by the Human Resources/Payroll Departments. Eligible employees may transfer accumulated sick leave and vacation to other employees in OCII who have been diagnosed with catastrophic illnesses or injuries pursuant to the provisions outlined below.
  - (b) Transfer Policy Regulations:
    - (i) Definition of catastrophic illness:
      - (aa) the employee has sustained a life-threatening illness or injury, which clinical condition is sufficiently grave and debilitating that common clinical judgment would view the condition as life-threatening; and
      - (bb) such illness or injury prevents the employee from returning to work for at least 30 days, or the illness or injury results in the employee's absence on a recurring basis; and
      - (cc) the employee has already exhausted all available paid sick, vacation, and compensatory time.
    - (ii) Determination of eligibility for transferee status:
      - (aa) Any permanent full and part-time employee of OCII who is eligible to accumulate and use sick leave and vacation credits;



- (bb) The employee has been found by a licensed medical professional to meet the definition of catastrophically ill as outlined above.
- (iii) Eligibility to transfer sick leave and/or vacation credits:
  - (aa) The transferring employee must retain a minimum sick leave balance of 64 hours; no minimum vacation time must be maintained;
  - (bb) Transfers shall be made in units of hours, which shall be converted to their dollar equivalent value according to the salary level of the transferring employee and then converted to hours for the receiving employee at the dollar equivalent value according to the salary level of the receiving employee;
  - (cc) All transfers are irrevocable;
  - (dd) The transferring employee may transfer a minimum of eight (8) hours in any one transaction and maximum of one hundred and twenty (120) hours of sick leave in any one year. The transferring employee may transfer unlimited vacation in any one year.
  - (ee) Employees must transfer sick and vacation leave to recipients in a ratio of at least one (1) hour of vacation for each five (5) hours of sick leave donated.
- (iv) Confidentiality:
  - (aa) All medical records submitted by an employee or physician pursuant to this provision are to be kept confidential;
  - (bb) Until a determination is made by the Executive Director, the status of an employee's application is to be kept confidential by the parties processing the application;
  - (cc) Following approval the application will remain confidential unless the employee consents to disclosure;
  - (dd) The names of employees donating hours pursuant to this provision will remain confidential. Any

violation of the confidentiality provision of this section shall be grounds for disciplinary action.

- (v) Abuse or Coercion:
  - (aa) No employee shall directly or indirectly solicit the transfer of sick leave or vacation credit.
  - (bb) No employee shall offer or accept any compensation for the transfer of any sick leave or vacation credits pursuant to this section in full or partial exchange.
  - (cc) No employee shall threaten or in any way attempt to coerce an employee with respect to transfer of sick leave or vacation credits pursuant to this section. Violation of the provisions of this subsection shall be grounds for disciplinary action.
- (vi) Integration of State Disability Insurance Benefit and Appeal Process
  - (aa) All hours transferred shall be credited as sick leave for the receiving employee. As they are used, they shall be treated as though they were the employee's own sick leave for all purposes, including for continued accrual of vacation credits, sick leave, and retirement service; service for pay increments, and eligibility for holiday pay.

B. Bereavement Leave.

The following provisions shall be:

Employees may use up to three days of accrued sick leave (or five days if an employee must travel out of state) in the event of the death of an immediate family member (i.e., a spouse, domestic partner, parent, step parent, grandparent, parent of a spouse or domestic partner, sibling, child [including step-child, adopted child, or other child for whom an employee has parenting responsibilities], aunt, uncle, legal guardian or permanent member of an employee's household) or any other person to whom an employee reasonably owes respect. Additional unpaid leave may be available at the discretion of the appointing officer. Bereavement leave, whether paid or unpaid, must be taken three (3 months) of the date of the death.

C. Disability Leave.

Disability leave without pay of up to six (6) months shall be granted to any employee upon submission of satisfactory proof of personal disability. Such

leave may be extended by mutual agreement of the employee and OCII to a maximum of an additional six (6) months. The employee shall give at least two (2) weeks' notice of intent to return to work.

D. Family Medical Leave.

Family Medical Leave without pay shall be granted by OCII pursuant to the requirements of federal and state law. The terms of such leave shall be the minimum provided by these laws and upon application for such leave the employee will receive a description of the then- current legal requirements. In addition, any benefits provided to Permanent Employees with spouses by these laws shall be like wise provided to Permanent Employees with domestic partners.

In addition to the foregoing, OCII shall maintain a paid parental leave policy with guidelines based on, and no more restrictive than: (a) "SFDHR" Parental Leave Policy and Procedures, as in effect on July 1, 2019, and (b) the San Francisco City Charter provisions governing Supplemental Parental Leave.

E. Reproductive Loss

Employees may use up to five (5) days of accrued sick leave in the event of a reproductive loss. Reproductive loss is defined as the failure to achieve successful completion of an act that would have resulted in the employee becoming a parent by birth, placement, or the adoption of a child.

Qualifying reproductive losses include but are not limited to failed adoption, failed surrogacy, miscarriage, stillbirth, and unsuccessful assisted reproduction, such as intrauterine insemination, embryo transfer or other assisted reproductive technology. Such leave shall not exceed five (5) working days and shall be taken within three (3) months after the qualifying reproductive loss. Paid sick leave granted for this purpose shall not exceed twenty (20) working days within a rolling twelve (12) month period.

F. Other Unpaid Leave

Employees may request and OCII may approve other leaves without pay for a period of up to one year, including unpaid leave for education, if in the judgment of OCII the absence of the employee will not adversely affect the work of OCII.

G. Return to Duty

When an employee returns to duty from an authorized leave of absence, he or she shall be reinstated in the same position in which he or she was employed before his or her absence if that position exists. If conditions have so changed in OCII that the former position no longer exists, the employee shall be reinstated to another position in that classification or to one, which is as nearly comparable to his or her former position as is reasonable under the circumstances. All persons hired to replace employees who are on leave of absence shall be so advised and

shall be informed of the approximate date the regular employee is expected to return from leave.

An employee may elect to take all or part of his or her vacation or sick leave accrual attached to paid leave provided that such paid leave shall be taken at the beginning or end of the approved leave of absence.

## SECTION 10. EDUCATIONAL DEVELOPMENT PROGRAM

OCII and Union encourage the professional development, professional accreditation exams and preparatory courses of employees and therefore agree to the plan and policy set forth below for attendance by OCII employees at approved job-related seminars and formal courses as defined below in subsection D below, and for the-prepayment or reimbursement of the costs of such attendance upon submission of evidence of satisfactory attendance at or completion of such seminars or courses, by any employee who is on active work schedule and is taking such a seminar on his or her own time. However, if such seminar or course is available to any employee only during his or her working hours, OCII shall permit necessary time off without loss of pay. Any disagreement as to the approval of a request for tuition payment may be considered by the Educational Development Committee of the Union.

### A. Eligibility

All permanent employees in the Unit are eligible to participate in this program.

### B. Use of OCII Time for Courses

An employee who wishes to take a college or university course during working hours must demonstrate that such a course is not available at any community college or university at times other than normal working hours and that it is necessary to take this particular course during this current semester or quarter. In the event it is necessary to regularly attend class within reasonable travel distance during working hours, it will be without loss of salary to the employee; and the employee may still apply for tuition payment.

OCII's tuition payment plan gives preference to those employees attending class on their own time.

### C. Eligible Places of Instruction

Accredited schools, colleges and universities within reasonable commuting distance in and around the Bay Area are acceptable for tuition payment.

D. Eligibility of Courses for Tuition Payment

Courses which have a direct relationship to one's present classification within OCII or to a position which represents a prospective line of promotion from the present classification are eligible for full payment.

Courses which do not relate to one's present classification or to a prospective line of promotion but which do relate to the work of OCII may be paid at 50 percent of the tuition cost.

E. Tuition Payment Limitations

Payment for completion of one course in a degree or certificate program does not guarantee that additional payments will be made toward completion of such a program.

Participation in an educational development program will be a selection factor when promotional opportunities occur, but such participation is no guarantee of promotions.

Payment for courses is limited to twelve units per year, per employee from accredited educational institutions. Units paid at the 50 percent rate will be considered half units in the application of this policy. Only one course per semester or quarter during working hours is permitted.

Cost should be a factor in selecting courses for payment. Where a comparable class is available at another institution at a substantially reduced cost, the employee must demonstrate why the less expensive course will not meet his/her needs.

F. Eligible Items for Payment

Tuition cost will be paid at either the 100 or 50 percent rate as provided in Section 6.D. For classes eligible for 100 percent payment, course required books and actual travel expenses up to \$2.00 per class day will be paid. Additional supplies, lab fees, books, certificates, transportation, meals, lodging, babysitting or other indirectly related expenditures are not payable.

Payment will be made subject to the provision of Section 6.G. (3) or (4).

An employee will be required to sign a statement prior to payment which will authorize deduction of the amount to be paid from a terminal check in the event he/she leaves the employment of OCII (except as a result of layoff) within a six-month period after date of course completion.

G. Procedures for Payment

- (1) Prior to beginning a course an application form for tuition payment (available in the Human Resources Office) should be submitted by the

employee through his/her supervisor to the Human Resources Office. The application is then routed to the Deputy Executive Director, Finance and Administration for approval of funds and from there to the Executive Director or his/her designee who may refer it to the Joint Labor Management Committee for consideration before final staff approval.

- (2) Reimbursements will be made within ten (10) calendar days after submission of verification of course completion along with a satisfactory final grade and completion of a course evaluation form (available in Human Resources Office) when the employee's selection of a course has been approved in advance. If the employee's selection of a course has not received prior approval, reimbursement will be made within thirty (30) calendar days provided that the course is approved. Verification of course completion, final grade and the course evaluation form must be submitted to the Human Resources Office no later than one week after receipt of the official grade transcript.
- (3) An employee who satisfies the criteria set forth in this paragraph may receive payment for educational expenses in advance not exceeding two (2) weeks gross pay. To be eligible for an advance payment, an employee must have at least two (2) years' service with OCII and have a minimum of two (2) weeks' vacation to his or her credit.

An eligible employee shall apply in writing to the OCII Deputy Executive Director, Finance and Administration and shall provide any information necessary to establish eligibility. The Deputy Executive Director, Finance and Administration shall normally make the determination but in cases of disagreement the matter shall be referred to the "Joint Committee" established in Section 18.A. hereof for final determination within five (5) working days of the date of referral.

- (4) Upon approval of an advance payment, the employee shall agree to reimburse OCII in the event the employee fails to complete the course or fails to receive a satisfactory grade. Normally, this agreement shall provide for a "freeze" on vacation eligibility and/or a schedule of periodic deductions from the employee's pay equal in value to the amount of the advance payment or any other arrangement satisfactory to the employee and the Deputy Executive Director, Finance and Administration.

#### H. Workplace Awareness

OCII shall offer, on no less than a semi-annual basis, in-person group training sessions focused on promoting and maintaining workplace awareness of issues that shall include, but not be limited to, implicit bias and similar topics addressing disparities in governmental outcomes among demographic groups based on ethnicity, gender, and gender preference/identity.

SECTION 10A. PROPOSALS FOR IMPROVED WORK METHODS.

The Union shall have the right, and is encouraged to use the right, of formulating and presenting proposals for improved work methods and changes in standards of public service. Such recommended changes shall first be discussed with the appropriate department head and with the Executive Director, but may be presented to the Commissioners of OCII subsequent to such discussion without the endorsement of the department head or the Executive Director.

SECTION 11. SENIORITY AND LAYOFFS

A. Definition of Seniority

Seniority is defined as the length of continuous paid employment with OCII. Seniority shall be retained but shall not accrue during periods of leave without pay and for up to two years while the employee is on layoff.

B. Seniority Rights

In cases of layoff, demotion necessitated by layoff, or rehiring, a permanent employee shall have and may elect seniority rights in the following order:

- (1) Within a classification in a functional line seniority shall govern. Functional line, as used in this provision, is described in Appendix B to the Agreement.
- (2) In the next lower classification in the same functional line, whether he/she was promoted from it or not, if he/she has more OCII seniority than an employee in that lower classification, or, provided the employee has insufficient OCII seniority to secure a position in the next lower classification in the same functional line, in any lower classification in the same functional line whether he was promoted from it or not, if he/she has more OCII seniority than an employee in such lower classification. Functional line, as used in this provision, is described in Appendix B to the Agreement.
- (3) In another classification in another functional line, if he was promoted or transferred from it, if he has more OCII seniority than an employee in that classification.
- (4) In another classification in another functional line if a vacancy exists and he meets the minimum qualifications for the classification. OCII, or its successor, shall not abolish classifications for the sole purpose of subverting these provisions.
- (5) Employees who have received notice that their employment with OCII is to be terminated due to a layoff shall be permitted up to thirty-two (32) hours paid time off to seek other employment. Such time off shall be granted in the final thirty (30) days of employment when minimum notice

of layoff is given and in the final forty-five (45) days of employment when more notice is given.

- (6) In the event an employee is scheduled for layoff, a more senior employee within the same classification may elect, by order of seniority, to be laid off in lieu of an employee otherwise scheduled for such layoff.

C. Notice of Layoff

Whenever OCII believes that layoffs will be necessary, OCII shall, when possible, give the Union 90 days advance notice of this fact. Not less than twenty (20) working days prior to delivery of an individual notice of layoff to any Unit member, OCII agrees to meet and confer for the purposes described in the next paragraph. An employee shall be given as much advance notice as possible but not less than forty-five (45) days prior notice of an intended layoff. Such employee shall have seven (7) working days after such notice to decide whether or not to exercise seniority rights as provided in this Subsection B.

OCII and the Union agree that the final authority on staffing levels and distribution of staff within Unit positions lies with the Executive Director of OCII, except as otherwise specifically provided in this Agreement. However, no less than twenty (20) working days prior to delivery of an individual notice of layoff to any Unit member, OCII agrees to meet and confer with a Union Committee no larger than three members in order to allow the Union to review and make recommendations on Unit layoffs. Any information discussed in such meet and confer sessions will be kept strictly confidential until delivery of the individual layoff notices is accomplished. Prior to OCII providing any individual layoff notice to any employee, the Union may reopen the contract for the sole purpose of considering the applicability of Section 20903 of the Government Code.

D. Recall

OCII will provide the Union with a written recall list within thirty (30) days of a general layoff and again six (6) months after the date of that layoff. The Union shall receive a copy of any recall letters. On recall from layoff, the employee shall be returned to the classification held at the time of layoff or a classification for which the employee has satisfactorily completed the probationary period. The foregoing shall be an absolute right of each employee within two (2) years following his or her layoff. During that time OCII shall make reasonable efforts to contact an employee eligible for recall before offering an available position to another person.

For the five (5) years following his or her layoff, an employee who applies and is qualified for another open position in the bargaining unit shall receive a hiring preference over an outside applicant who has roughly equivalent qualifications. If such employee is hired for the new position, he or she must serve the same probationary period as any new employee.



An employee, for a two (2) year period of time following the layoff, may be recalled for a temporary Unit position provided that the employee meets the minimum requirements of the available position.

OCII cannot guarantee the placement of a former employee in cases of short notice, or short-term temporary situations. "Short notice" shall be deemed to be less than two (2) working days' notice of a temporary vacancy in a Unit Position and "short term" shall be deemed to be less than a one (1) week anticipated vacancy.

## SECTION 12. RECRUITMENT AND APPOINTMENT.

### A. Posting of Vacancies

All permanent job vacancies will be posted for a minimum period of five (5) working days for application from current employees of OCII. OCII shall include a statement of the required qualifications for the job on each such notice of a permanent job vacancy. Present employees wishing to be considered for such positions shall submit a written statement of interest briefly outlining their qualifications to the Human Resources Manager and shall provide a copy of that statement of interest to the immediate supervisor. If no present employees are interested and well qualified, the position will be open to outside applicants.

At the conclusion of the internal posting and prior to external recruitment, OCII shall notify internal candidates that it will be advertising externally.

### B. Qualifications

Upon notice to the Union OCII reserves the right to waive certain qualifications for a particular bargaining unit position and will post accordingly. However, prior to increasing the qualifications from the class specification for the posting of a bargaining unit position OCII will meet and confer with the Union. Any waiver shall be equally applied to all candidates.

An employee who has successfully passed a skilled typing test within the last eighteen (18) months and is currently using that skill at the level required for passing the test shall not be required to repeat it for a new position.

If OCII intends to hire a candidate for a bargaining unit position who does not meet minimum qualifications and both internal and external candidates require comparable training to meet the minimum qualifications for the position, the internal applicant shall be given preference.

OCII agrees to notify the Union of proposed transfers or consolidations of positions in which, in OCII's judgment, posting of the position is not required pursuant to this Section. Upon the Union's request in such situations, OCII agrees to meet to discuss its determination not to post the position. If the Union and OCII cannot agree, the matter may be resolved through the normal grievance procedure.

C. Appointment

The selection process will be conducted in a fair and objective manner designed to select the best-qualified applicant consistent with the seniority preference provisions of this Section. During employment interviews all applicants will be asked the same basic set of questions. Depending upon individual responses, follow-up questions may be asked that differ among applicants.

As between present employees possessing roughly equivalent qualifications the position shall be offered on the basis of seniority.

In the case of a temporary assignment or appointment, insofar as is possible, the assignment or appointment shall be given to the senior employee possessing minimum qualifications and assigned to the office in which the vacancy occurs.

While any authorized position remains vacant or unfilled the workload which would otherwise be assigned to it shall be distributed equally among all employees in represented classifications remaining in the work unit. If OCII meets its obligations under this paragraph, the assignment of those additional duties to other employees under terms of this provision shall not be subject to the grievance procedure. If a posted position is not filled within a month of the closing date of the posting, applicants will be advised of the reason therefore. OCII will use its best efforts to fill vacancies as soon as possible. The section chairperson and all unsuccessful applicants shall be advised in writing when a posted vacancy has been filled.

The appointment or non-appointment to a position outside the Union-represented job classifications will not give rise to a grievable matter. The appointment or non-appointment to a bargaining unit position may give rise to a grievable matter. All applications shall receive equal consideration.

Upon request, OCII shall provide to the Union a list of applicants to be interviewed for any bargaining unit position. Following the interviews OCII shall, upon request, provide to the Union the basic set of questions used in the interview.

Any internal applicant who applies for a position but is not offered the position may submit a written request for an explanation of the determination not to offer her or him the position. OCII will respond in writing to the request within fifteen (15) days after the request is received and OCII's response will specify the reasons for the determination.

SECTION 13. TEMPORARY PERSONNEL

OCII shall make every effort to limit positions filled on a temporary basis for no more than sixty (60) calendar days, except in case of leaves of absence.

## SECTION 14. SUBCONTRACTING AND CONTRACTING OUT

It is the preference of OCII and the Union to preserve work and job opportunities for Bargaining Unit employees. If OCII contemplates the contracting out of work normally performed by the bargaining unit or employees on a recall list, it shall notify the Union at least thirty (30) days prior to announcing bid requirements.

The notice in question shall include the following:

The anticipated duration of the contract;

The scope of work under the contract;

The final solicitation, if published or if no solicitation exists or will be used, any other information that would normally be included in a solicitation; and

The reason that OCII is relying on as justification for its contracting decision.

Union, meet and confer within a fifteen (15) working day period to enable the Union to present alternatives to contracting or subcontracting, and shall make available for inspection any and all pertinent documentation relating to the service contemplated to be contracted out. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting, whether the department staff has the expertise and/or facilities to perform the work, and steps the City has taken to address job vacancies.

Except as provided in the paragraph above, OCII shall not initiate or approve the contracting out any routine work currently performed by existing employees represented by the Union.

OCII shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.

OCII agrees that only OCII employees are authorized to hire, fire, execute performance evaluations and discipline SEIU Local 1021 employees.

OCII shall not displace current bargaining unit members as a result of contracting out. The term "displace" includes laying off, demoting, involuntarily transferring to a new class or location, or reducing hours for current bargaining unit members. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions in the same class and general location.

Contracting out should be used sparingly and treated as an option of last resort, not as a means to replace employees with contractors. Factors that may be considered appropriate for contracting out include but are not limited to the following:

- a. Immediately needed services to address unanticipated or transitional situations. or services needed to address urgent situations that do not rise to the level of an "emergency";
- b. Short-term or capital projects requiring diverse skills, expertise, and/or knowledge;
- c. Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload); or
- d. Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Prior to implementing any layoff, OCII shall reduce or eliminate any work performed by subcontractors and allow represented employees considered for a layoff to perform such work to the extent that said employee(s) reasonably possess, or with reasonable training would possess, the skill and knowledge necessary to perform such work within the timelines established by OCII in its sole discretion.

#### SECTION 15. CHILD CARE

OCII agrees to work with the Union in seeking ways of providing, through community agencies, childcare facilities for the children of employees of OCII. To that end a joint committee will be appointed comprised of two (2) OCII representatives and two (2) Union representatives to research the availability of current child care facilities and to determine how that information can best be disseminated to OCII staff.

#### SECTION 16. RETIREMENT

Retirement Program: Membership in the California Public Employees' Retirement System (CalPERS) is required by OCII contract for permanent, biweekly salaried employees. OCII's current formula is 2% @ 55 full and modified formula for employees who are not "new members" pursuant to the Public Employees' Pension Reform Act of 2013 (PEPRA). "New members" as defined by PEPRA shall receive the formula as provided by statute for such new members. All member benefits shall be in compliance with terms of OCII's contract with CalPERS and state law. Effective close of business June 30, 2012, the Employer Paid Member Contribution ("EPMC") was discontinued. Employees shall contribute an additional 3.5% of wages, to offset the cost of pension contribution requirements established by CalPERS. Such contribution shall be on a pre-tax basis upon the effective date of a new CalPERS contract authorizing such treatment. The new contribution shall be implemented as follows:

Effective the first day of the first full pay period following ratification of this MOU: 1.00%

Effective the first full pay period in October, 2015: 1.25%

Effective the first full pay period in July 2016: 1.25%

SECTION 17. MEDICAL CARE

Through the term of this Agreement, OCII, agrees to provide health benefits coverage at a level comparable to that provided State employees through the Public Employees Medical and Hospital Care Act. OCII's contribution towards the health benefits coverage shall be at the level established for such employees by Section 22871 of the Public Employees' Medical and Hospital Care Act for the term of the Agreement. At present, these monthly contribution rates are as much as follows:

Employee only	\$983.00
Employee plus one	\$1890.00
Employee plus two or more	\$2366.00

If the contribution formula provided in this Section 22871 is changed or deleted, this Section of the Agreement shall be reopened for negotiation of OCII's contribution towards the health benefits coverage.

Should OCII take an action which would terminate PERS health benefits coverage for its retirees and dependents, a resolution to continue participation as a Special District in the PERS health benefits programs shall be considered by OCII's governing board prior to such terminating action taking effect. Prior notice shall be given to all retirees then enrolled in the PERS health benefits coverage of the governing board's consideration of said resolution.

SECTION 18. DENTAL CARE

Delta Dental insurance coverage will be provided following a three-month wait for enrollment of new employees. OCII will pay 100% of the cost of the employee and dependent coverage during the term of this Agreement.

OCII will provide retiree-paid continuation of the dental insurance coverage.

SECTION 19. VISION CARE

Vision plan coverage will be provided following a three-month wait for enrollment of new employees. OCII will pay 100% of the cost of the employee and dependent coverage for the selected vision plan through the duration of the contract.

SECTION 20. CAFETERIA PLAN (SECTION 125 PRE-TAX AND OTHER TAXABLE BENEFITS)

During the term of this Agreement OCII will maintain the Cafeteria Plan (Section 125 Plan) for bargaining unit employees administered by Infinisource. The Internal Revenue Service sets the limits for Pre-Tax benefits that may differ from year to year. Employees who wish to continue participation in the Flexible Benefits programs must re-enroll each year during the open enrollment period (December of each year) for a January 1<sup>st</sup> effective date.

## SECTION 21. WELLNESS INCENTIVE PROGRAM

As provided for in Section 9.A(2)(c) of this Agreement, unpaid sick leave credits in excess of 1040 hours (130 days) will be reported to PERS and credited to the employee's PERS service credit pursuant to Section 20965 of the Public Employees' Retirement Law.

## SECTION 22. JOINT LABOR MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor Management Committee with equal representation from both OCII and the Union.

The Joint Labor Management Committee shall meet at a minimum on a quarterly basis, and in addition, as needed to address matters the parties agree are of mutual concern which arise during the course of this Agreement. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.

The Committee is specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

## SECTION 23. MILEAGE AND TRAVEL EXPENSE

Employees required to use their personal cars in the conduct of official OCII business shall be reimbursed for such use in the same manner as established by the City and County of San Francisco. Upon request, an employee will be given a verifying letter for his or her use in filing his or her income tax return.

Subject to the availability of funds, OCII shall make its best effort to provide OCII vehicles or Muni tokens for employees to use for OCII business to minimize the use of personal vehicles. OCII shall reimburse employee's travel expenses in accordance with Official Memorandum No. 7, Supplement No. 4.

## SECTION 24. OTHER BENEFITS

All other benefits provided by OCII as of the effective date of this Agreement shall be continued in effect for the term of this Agreement, subject only to such changes as may be approved by the Commissioners of OCII after negotiations with the Union.

## SECTION 25. STRIKES AND LOCKOUTS

During the term of this Agreement, OCII agrees that it will not lock out employees and Union agrees that it will not engage in any work slowdown, work stoppage, or strike growing out of any dispute relating to the terms of this Agreement. Observance of the picket line of another organization sanctioned by the San Francisco Labor Council shall not be considered a violation of this Section. In the event of a violation of this provision by the Union and/or the employees, OCII may in addition to other remedies discipline such employees.

## SECTION 26. PROGRESSIVE DISCIPLINE

Except in cases of serious misconduct where immediate disciplinary action is warranted, any employee who fails to perform his or her duties in a satisfactory manner shall, normally, be warned orally and/or in writing by his or her supervisor in a conference held for this purpose. The supervisor shall offer specific examples of unsatisfactory performance and specific proposals for improvement. Any employee who continues to perform his or her duties in an unsatisfactory manner shall be notified in writing of his or her lack of satisfactory performance. Such notice shall contain an explanation of his or her failure to perform with a directive that action be taken to correct the deficiency and/or some recommendation for disciplinary action. A copy of such notice shall be sent to the Union. The Union shall be notified when employees are disciplined or discharged. An employee shall, normally, be given two weeks' notice prior to discharge except where the circumstances constitute an emergency in which it is necessary to take immediate action. Such emergencies shall include, but not be limited to, situations in which there is risk of harm or violence to persons, damage to property, or destruction of evidence.

Disciplinary action against employees shall be subject to appeal as provided in the grievance procedure or, for probationary employee, as provided in Section 6.D Probation.

## SECTION 27 GRIEVANCES

### A. Definition

A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement, discipline or discharge.

### B. Grievance Description

The Union and the City agree that the following guidelines will be used in the submission of grievances:

- a. The basis and date of the grievance as known at the time of submission;
- b. The section(s) of the contract which the Union believes has been violated;
- c. The remedy or solution being sought by the Grievance.

### C. Procedure

The management representative named in the Steps of this grievance procedure may appoint a designated representative to act on his/her behalf with the accompanying authority to settle the grievance at the appropriate grievance step.

Only the Union shall have the right on behalf of a disciplined or discharged employee to grieve the discipline or discharge action.

Grievances related to a suspension of an employee may be submitted initially at Step II of this procedure within fifteen (15) calendar days of the final notice of termination.

Grievances related to a termination of an employee must be submitted initially at Step II or III of this procedure within fifteen (15) calendar days of the final notice of termination.

#### D. Monetary Relief

Except for grievances based on alleged violations of Section 6(H) (Temporary Assignment to a Higher Paying Classification) 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. For grievances based on alleged violations of Section 6(H) (Temporary Assignment to a Higher Paying Classification), in no event shall a grievance include a claim for money relief for more than a forty-five (45) working day period prior to the initiation of the claim as described in that section.

In the event that the parties agree to settle a grievance through a formal settlement agreement containing a back pay provision or in the event that an arbitrator makes an award pursuant to this MOU's grievance procedure that includes back pay, OCII will issue a payment in the appropriate amount within 90 days from the date the settlement agreement is fully executed or, in the case of an arbitration award, within 90 days from either: (a) the date of receipt of an arbitration award that sets forth a specific dollar amount of back pay; or (b) the date the parties verify and agree on the specific back pay calculation. If OCII does not meet this 90-day deadline, the grievant(s) shall be entitled to interest at the rate of 5% per year beginning on the 91<sup>st</sup> day until the date the payment is issued. In the event that either party moves to judicially challenge the arbitration award, the ninety (90) day deadline shall apply upon the resolution of such challenge, assuming the resolution to the judicial challenge is final and contains a specific dollar amount as discussed above.

#### E. Time Limits

The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. Steps are skipped only with the express, prior approval of the other party, except as outlined in this subsection.

All time limits referred to in this section are binding on each party.

A time limit may be extended by the Union and the Management Official responsible for the decision making at the particular step of the process by agreement entered into prior to the expiration of the time limit. This agreement



must be confirmed in writing by the party initiating the extension request. Failure by the Union to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the City to follow the time limits shall serve to move the grievance to the next step.

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

#### F. Steps of the Grievance Procedure

1. Informal Discussion with Immediate Supervisor

An employee having a grievance may first discuss it with the employee's immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner. The employee may have a representative at this discussion.

2. Step I Immediate Supervisor

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

The Union 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 or Union should have known of the occurrence thereof. In cases alleging sexual harassment, the time limit during which to file a grievance shall be four (4) months.

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

3. Step II Department Head/Designee

If the grievance is not satisfactorily resolved in Step I, the written grievance shall be advanced, containing a specific description of the basis for the claim and the resolution desired, and submitted to the Human Resources Manager or his/her designee within fifteen (15) calendar days of receipt of the Step I response. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The Human Resources Manager/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 grievant and the Union, specifying his/her reason(s) for concurring with or denying the grievance.

4. Step III Executive Director/Designee

If the decision of the Human Resources Manager/designee is unsatisfactory, the Union may, within fifteen (15) calendar days after receipt of the Department's decision, submit the grievance in writing to the Executive Director.

The Executive Director or designee shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing.

Subject to applicable law, the Executive Director shall have authority to settle grievances at this step.

5. Step IV Final and Binding Arbitration

Should there be no satisfactory resolution at Step III, the Union has the right to submit and advance the grievance to final and binding arbitration within thirty (30) calendar days of receipt of the Step III response. The parties shall utilize a standing panel of seven (7) arbitrators for arbitrator selection. The initial standing panel as of the effective date of this Agreement shall consist of the same arbitrators as are included on the equivalent panel for SEIU 1021 employees of the City and County of San Francisco.

To select an arbitrator from the standing panel, the parties shall strike alternately from the standing panel until one arbitrator remains to hear each particular case. The party who strikes first will alternate between parties; however, the first party to strike will be determined by lot, coin flip or comparable method. The parties acknowledge that in a particular case they retain the right to be able to mutually agree to select an arbitrator who may or may not be on the standing panel.

If an arbitrator is no longer available or willing to serve on the Standing Panel due to death, retirement, incapacity, or other reason personal to the arbitrator, or in the event that the parties mutually agree to remove an arbitrator from the standing panel, the parties shall attempt to agree on a replacement arbitrator. If the parties cannot reach mutual agreement on a replacement arbitrator within ten (10) days of their initial discussions, the parties shall jointly request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service (CSMCS). Each party shall then select four (4) arbitrators from that list; the one arbitrator in common shall serve as the replacement, unless the parties mutually agree otherwise. If there are two (2) arbitrators in common, then the parties shall toss a coin to determine the replacement arbitrator. If there are more than two (2) arbitrators in common, then the parties shall alternately strike names until one (1) arbitrator remains; the decision of which party will strike first shall be determined by a coin toss.

Except when a statement of facts mutually agreeable to the Union and OCII is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties.

OCII and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of the Executive Director's receipt of the Union's arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within ninety (90) calendar days of his/her selection. Should the designated arbitrator be unable to comply with this requirement, the parties may by mutual agreement commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.

The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

The parties shall encourage the arbitrator to make his/her awards within forty-five (45) calendar days following the receipt of closing arguments or briefs. By the parties' mutual agreement, or as determined by the arbitrator, the arbitrator in a grievance appealing the termination of employment may issue a bench decision on the record, stating the arbitrator's award and the reasons therefore. The decision of the arbitrator shall be final and binding on all parties.

Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required.

Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. In the case of employees of OCII, they shall be compensated at an appropriate rate of pay for time spent.

#### G. Expedited Arbitration

Suspensions up to and including fifteen (15) days and written warnings shall be processed through an expedited arbitration proceeding. By mutual written agreement entered into, before or during Step III of the grievance procedure, the parties may submit other grievances to this expedited arbitration process. The Arbitrator for expedited arbitration shall be chosen, and the arbitration scheduled, in the same manner as for non-expedited arbitration. The parties shall not use briefs. Every effort shall be made to have bench decisions followed up by written

decisions. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved. Transcription by a certified court reporter shall be taken but shall be transcribed only at the direction of the arbitrator.

Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties.

In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

#### H. Rights of Individuals

An employee may not be disciplined or discharged without just cause and without written notice of the intended action. OCII agrees to follow the principles of progressive discipline.

Employees who are released or disciplined during their initial probationary period or during any probationary period established by this Agreement, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of the provisions of Section 3 (Nondiscrimination). In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.

Employees covered by this agreement with temporary status shall be subject to termination or dismissal for just cause only, and the rights described in these sections of the Agreement, including the right to expedited or regular arbitration, in the appropriate case, upon their completion of six (6) months of service.

#### I. Skelly Rights

An employee subject to suspension or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a hearing and to the following:

- a. A notice of the proposed action; and
- b. The reasons for the proposed discipline; and
- c. A copy of the charges and the materials upon which the action is based; and
- d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

The Skelly meeting shall be presided over by a management representative who is not the employee's immediate supervisor unless the Department provides the opportunity for the employee to seek administrative review of the Skelly Officer's recommendation prior to the Appointing Officer taking final disciplinary action.

SECTION 28. SAVING CLAUSE

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


SECTION 29. SCOPE OF THE AGREEMENT


Except as provided otherwise herein, the parties acknowledge that during the negotiations that preceded this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, OCII and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The parties understand and agree that the Personnel Policy of OCII is applicable to all employees of OCII and that, notwithstanding this Agreement, all employees in the Unit are subject to such Personnel Policy and any other applicable rule or regulation of OCII; provided, however, that the provisions of this Agreement shall supersede and control any conflicting or inconsistent OCII policy, rule or regulation.

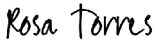
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
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April Ward  
Principal Personnel Analyst

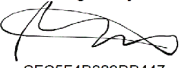
8/28/2024


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Dated:

SEVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 1021 SEIU

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David Canham  
Executive Director

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Jegy Sering  
Field Representative  
Chief Negotiator

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Alok Vyas  
Chapter President

8/28/2024

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Dated:

**APPENDIX A**

**CLASSIFICATIONS INCLUDED IN BARGAINING UNIT**  
 Effective July 1, 2024 Step 1 through Step 5 Effective June 30, 2027

**SYMBOLS:**

P - Classifications authorized for paid overtime.

Z - Classifications authorized for compensatory time off.

<b>Agency Classification</b>	<b>CCSF Class Tie</b>	<b>Step 1 Effective 7/1/24</b>	<b>Step 5 Effective 6/30/27</b>
Senior Planner (Z)	5293	\$ 6,789	\$ 7,609
Associate Planner (Z)	5291	\$ 5,726	\$ 6,418
Property Management Specialist (Z)	4140	\$ 5,674	\$ 6,327
A - Accountant III (Z)	1654	\$ 5,506	\$ 6,170
B - Accountant III (Z)	1654	\$ 5,501	\$ 6,165
Management Assistant III (Z)	1844	\$ 4,979	\$ 5,579
Assistant Planner (Z)	5278	\$ 4,824	\$ 5,407
Law Clerk II (Z)	1460	\$ 4,582	\$ 5,138
Senior Legal Secretary (Z)	1460	\$ 4,582	\$ 5,138
A - Accountant II (Z)	1652	\$ 4,555	\$ 5,103
B - Accountant II (Z)	1652	\$ 4,549	\$ 5,097
Management Assistant II (Z)	1842	\$ 4,346	\$ 4,873
Contract Compliance Specialist I (Z)	2975	\$ 4,345	\$ 4,871
Support Services Supervisor (P)	1764	\$ 4,334	\$ 4,855
Senior Community Services Specialist (Z)	2912	\$ 4,286	\$ 4,804
A - Administrative Secretary (P)	1406	\$ 4,031	\$ 4,516
B - Administrative Secretary (P)	1406	\$ 3,026	\$ 3,391
Harbor Office Supervisor (P)	1408	\$ 3,996	\$ 4,478
Records & Information Supervisor (Z)	1408	\$ 3,996	\$ 4,478
Executive Secretary (Z)	1450	\$ 3,996	\$ 4,478
Accountant I (Z)	1650	\$ 3,959	\$ 4,437
Facility Maintenance Supervisor (Z)	7215	\$ 3,887	\$ 4,358
Management Assistant I (Z)	1840	\$ 3,828	\$ 4,287
Assistant Harbormaster (Z)	3233	\$ 3,770	\$ 4,226
Community Services Specialist (Z)	2910	\$ 3,735	\$ 4,185
Purchasing Assistant (P)	1950	\$ 3,706	\$ 4,153
Account Clerk II (P)	1632	\$ 3,627	\$ 4,065

<b>Agency Classification</b>	<b>CCSF Class Tie</b>	<b>Step 1 Effective 7/1/24</b>	<b>Step 5 Effective 6/30/27</b>
Facility Maintenance Worker (P)	7514	\$ 3,443	\$ 3,860
Harbor Attendant (P)	7514	\$ 3,443	\$ 3,860
A - Records Specialist II (P)	1406	\$ 3,406	\$ 3,817
B - Records Specialist II (P)	1406	\$ 3,327	\$ 3,735
Senior Office Assistant (P)	1406	\$ 3,028	\$ 3,393
Senior Harbor Attendant (P)	3232	\$ 3,338	\$ 3,743
Project/Planning Associate (P)	5276	\$ 3,278	\$ 3,674
Law Clerk I (P)	5276	\$ 3,278	\$ 3,674
Secretary (P)	1444	\$ 3,172	\$ 3,556
Account Clerk I (P)	1630	\$ 3,131	\$ 3,508
Office Assistant II (P)	1426	\$ 2,918	\$ 3,269
Records Specialist I (P)	1404	\$ 2,918	\$ 3,269
Harbor Office Assistant (P)	1404	\$ 1,918	\$ 3,269
Office Assistant I (P)	1426	\$ 2,680	\$ 3,004
Harbor Security Officer (P)	8202	\$ 2,801	\$ 3,138
Staff Associate II (Z)	1365	\$ 3,815	\$ 4,275
Staff Associate I (Z)	1362	\$ 3,080	\$ 3,449

\* Salary range may be further extended in increments of 2.5% above base pay, not to exceed a total 7.5% above base pay, pursuant to Section 6.G (Extended Range).



APPENDIX B

FUNCTIONAL LINES AND SINGLE CLASSIFICATIONS

I. FUNCTIONAL LINES:

Accountant III  
Accountant II  
Accountant I  
#  
Account Clerk II  
Account Clerk I  
#  
Senior Planner  
Associate Planner  
Assistant Planner  
#  
Management Assistant III  
Management Assistant II  
Management Assistant I  
#  
Support Services Supervisor  
Senior Office Assistant  
Office Assistant II  
Office Assistant I  
#  
Executive Secretary  
Administrative Secretary  
Secretary  
#  
Senior Community Services Representative  
Community Services Representative  
#  
Records Specialist II  
Records Specialist I  
#  
Senior Harbor Attendant  
Harbor Attendant

II. SINGLE CLASSIFICATIONS:

Assistant Harbormaster  
Contract Compliance Specialist I  
Facilities Maintenance Supervisor  
Facilities Maintenance Worker  
Harbor Office Assistant  
Harbor Office Manager  
Harbor Security Officer  
Project/Planning Associate  
Property Management Specialist  
Purchasing Assistant  
Records & Information Supervisor  
Senior Legal Secretary  
Staff Associate I  
Staff Associate II