

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

**RESOLUTION NO. 5-2015
Adopted February 3, 2015**

**AUTHORIZING APPROVAL OF THE MEMORANDUM OF AGREEMENT WITH
THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS (IFPTE) LOCAL 21 FOR THE TERM OF FEBRUARY 3, 2015
THROUGH JUNE 30, 2017**

- WHEREAS, Prior to the dissolution of the Redevelopment Agency of the City and County of San Francisco (“Former Agency”), the Redevelopment Agency Commission approved, by Resolutions Nos. 85-2011, 86-2011, 87-2011 and 88-2011 (June 21, 2011), amendments to labor agreements with International Federation of Professional and Technical Engineers (IFPTE), Local 21, which represented three bargaining units: Professional/Technical, Management/Supervisory, and Architects and Engineers. The amendments extended 2009 labor agreements that were set to expire on June 30, 2011 and continued the agreements for an additional nine months until March 31, 2012.; and
- WHEREAS, On February 1, 2012, state law dissolved redevelopment agencies, created successor agencies to assume certain obligations of the former agencies, and established that the cities or counties that had originally formed redevelopment agencies (which had been separate public entities) were to assume the role of successor agencies, Assembly Bill No. 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) (AB 26); and
- WHEREAS, AB 26 established that existing labor agreements with former agency employees were binding against the successor agencies; and
- WHEREAS, On March 29, 2012, the City and Local 21 entered into a letter agreement providing, among other things, for the extension of the Former Agency labor agreements, the rescission of previous layoff notices for some employees, and severance payments and other rights to those employees who would be laid off. Subsequently, the Board of Supervisors approved, by Ordinance Nos. 120-12, 121-12, 122-12 and 123-12 (June 27, 2012), second amendments to the Former Agency’s labor agreements codifying certain provisions of the March 29, 2012 letter agreements and extending the term through June 30, 2012; and
- WHEREAS, On June 27, 2012, the California Governor approved “clean-up” legislation to the redevelopment dissolution law, Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12), which became effective immediately. Among other things, AB 1484 established that successor agencies were separate public entities from cities and counties and that the “separate former redevelopment agency employees shall not automatically become sponsoring entity employees of the sponsoring entity and the successor agency shall retain its

own collective bargaining status.” Cal. Health & Safety Code § 34173 (g);
and

WHEREAS, the Board of Supervisors of the City and County of San Francisco implemented AB 1484 by adopting Ordinance No. 215-12 (Oct 4, 2012), delegated its authority as the governing body of the Successor Agency to a newly formed Successor Agency Commission, and acknowledged that successor agency employees “continued to be employees of the Successor Agency only, which is now a separate legal entity distinct from the City under AB 1484,” Section 5 of Ordinance No. 215-12; and

WHEREAS, Ordinance No. 215-12 explicitly delegated to the Successor Agency Commission the authority to approve collective bargaining agreements; and

WHEREAS, OCII negotiators and Local 21 recently reached tentative agreements on a new memorandum of agreement (“MOA”) that would have a term lasting until June 30, 2017, that consolidates the three Local 21 bargaining units into one unit, and that is consistent with terms of a City agreement with Local 21; and

WHEREAS, Authorizing an MOA with the Local 21 is an administrative activity of the Agency and is not a project as defined by the California Environmental Quality Act Guidelines Section 15378(b)(5). This administrative activity would not independently result in a significant physical effect on the environment. Now, therefore, be it

RESOLVED, by the Office of Community Investment and Infrastructure that the Executive Director is authorized to execute the Memorandum of Agreement with IFPTE Local 21, substantially in the form that is attached to the memorandum accompanying this Resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of February 3, 2015.



Commission Secretary

MEMORANDUM OF AGREEMENT

200915-20117

~~REDEVELOPMENT AGENCY~~
~~OF THE~~
~~CITY AND COUNTY OF SAN FRANCISCO~~OFFICE
OF COMMUNITY INVESTMENT AND
INFRASTRUCTURE/ SUCCESSOR TO THE SAN
FRANCISCO REDEVELOPMENT AGENCY

And

**INTERNATIONAL FEDERATION
OF PROFESSIONAL AND
TECHNICAL ENGINEERS
LOCAL 21**

AFL-CIO

~~(Management/Supervisory Unit)~~

**[NOTE: ALL CHANGES MARKED FROM EXPIRED
MGT/SUPERVISORY UNIT AGREEMENT]**

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[NOTE: TOC TO BE FINALIZED AFTER LEGISLATIVE MARK-UP REMOVED]

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter called "Agreement") is made by and between the ~~Redevelopment Agency of the City and County of San Francisco~~ Office of Community Investment and Infrastructure/ Successor Agency to the San Francisco Redevelopment Agency (hereinafter called "OCII") and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO (hereinafter called "Union") ~~on behalf of the Management/Supervisory Bargaining Unit.~~

ARTICLE I. CONDITIONS OF AGREEMENT

Section 1. Term of Agreement

This Agreement is effective from ~~September 5, 2009~~ February 3, 2015 and shall remain in full force and effect until ~~June 30, 2012~~ June 30, 2017.

[NOTE: EFFECTIVE DATE IS CONTINGENT UPON RATIFICATION BY THE COMMISSION ON SPECIFIED DATE]

Section 2. Recognition

- A. 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 Management/Supervisory Bargaining Unit (hereinafter called (the "Unit").~~ Agency OCII does hereby recognize Union as the exclusive representative of the Unit for the purpose of meeting, conferring and bargaining in good faith regarding employment conditions and employee/employer relations, including but not limited to wages, hours and other terms and conditions of employment.
- B. Class specifications or job descriptions shall be maintained by ~~the Agency~~ 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. ~~A change in job duties that is not consistent with the employee's current classification is subject to the grievance procedure, but a change that is consistent with the current classification or that is a result of a reclassification under Section 5.G. of Article II is not subject to the grievance procedure.~~
- C. It is recognized that changes may be necessary in job duties, titles and minimal requirements relating to any classification included within the Unit. ~~The Agency~~ OCII shall advise the Union of any proposed changes to established classification

specifications and agrees to meet and confer in good faith with the Union ~~relative to such proposed changes prior to the change being made~~ regarding material changes in class specifications to the extent required by law.

- D. ~~The Agency OCII~~ will advise the Union of any proposed new ~~supervisory or management~~ professional, technical, engineer, or related supervisory or management 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.
- E. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, ~~the Agency OCII~~ shall give reasonable written notice to the Union of proposed changes directly relating to matters within the scope of this Agreement. Union shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.

In cases of emergency when ~~the Agency OCII~~ determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Union, ~~the Agency OCII~~ shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.

Nothing in this subsection shall be construed as authorizing ~~the Agency OCII~~ to make unilateral changes in the Agreement absent an emergency involving an imminent or substantial threat to the public health or safety.

If the Union does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described above, the Union shall be deemed to have waived its opportunity to meet and confer on the proposed change.

If the Union timely requests the opportunity to meet and confer as provided herein, ~~the Agency OCII~~ agrees to meet and confer with the Union over such proposed changes or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.

Section 3. Nondiscrimination

~~The Agency 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 race, color, religion, political affiliation, age, sex, sexual orientation, disability (including AIDS or HIV status), marital or domestic partner status, gender identity or national origin.

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. If the employee, group of employees or Union elects to pursue remedies for discrimination or sexual harassment complaints outside of the grievance and arbitration procedures of this Agreement, this election shall constitute a complete waiver of the right to pursue that complaint through the grievance and arbitration process.

Section 4. Union Obligations

Union affirms its obligation to cooperate with **AgencyOCII** to develop, in its members who are employees of **AgencyOCII**, a commitment to understanding and accomplishing ~~the~~ **AgencyOCII** program objectives of maximum service to the public of the highest quality and efficiency.

Section 5. Union Membership

A. Membership

~~The Agency~~**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, ~~the Agency~~**OCII** shall notify such person, in writing, that **OCII recognizes** the Union is the exclusive bargaining representative for said unit ~~and shall require such employee, as a condition of continued employment, to execute a payroll deduction authorization form as furnished by the Union and thereby either become and remain a member of the Union; or pay to the Union an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization; or in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union and thereby pay sums equal to the initiation fees and service fees to United Way.~~

B. Dues Checkoff

In accordance with the payroll deduction authorization form, ~~the Agency~~**OCII** agrees to deduct from employees' paychecks, at least monthly, such amounts as designated by the Union as initiation fees, periodic dues, assessments and service fees. **Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee.** Amounts deducted shall be remitted promptly to the Union with an itemized statement. The Union agrees to refund to ~~the Agency~~**OCII** any amounts paid to it in error upon presentation of proper evidence thereof.

If an employee is in a non-pay status during part of a pay period, the employee's earnings must be sufficient to cover all other legal and required deductions before deductions will be made for Union dues or fees.

~~In the case of a new employee, the first deduction of Union dues or fees shall be taken from the employee's first check covering a full payroll period.~~

1. Service Fee

For the term of this Agreement, all current and future employees of the OCII shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such service fee will be used by the Union only for the purposes permitted by law.

2. Financial Reporting

Annually, and in accordance with its legal obligations, the Union will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

3. Religious Exemption

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall upon presentation of membership and historical objection be relieved of any obligation to pay the required service fee in accordance with law. Any such employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees to pay an amount equal to the periodic dues, initiation fees or agency shop fees to one of the following non-religious tax-exempt charities of the employee's choice: the United Way, the American Red Cross, or the San Francisco Food Bank. The Union shall be informed in writing of any such requests.

4. The Union will indemnify, defend and hold the OCII harmless against all claims, demands, expenses, judgments, or other liability arising out of or on account of the OCII's compliance with this Section 5.

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. ~~Agency~~**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.**

ARTICLE II. CONDITIONS OF EMPLOYMENT

Section 1. Salaries

~~The Agency OCII~~ is committed to ensuring that the classifications and salaries of ~~Agency OCII~~ employees are comparable to classifications and salaries of employees of the City and County of San Francisco (CCSF). In order to implement this policy, ~~the Agency OCII~~ may from time to time conduct a comparability study to determine the appropriate ~~Agency OCII~~ classifications, qualifications and salaries that are comparable to City classifications, qualifications and salaries.

~~The Agency will study all management/supervisory classifications to determine their comparability to the City's classifications under its Management Classification and Compensation Plan (MCCP) and to use the pending contract with Mercer, Inc. and possibly the resources of the City's Department of Human Resources to recommend appropriate City or other benchmarks for the Agency's management/supervisory positions. Based on these recommendations, either party may re-open the MOA to negotiate the benchmarks for the above-described Agency classifications. The parties will meet and confer on a new agreement for such benchmarks.~~

A. Rates of Pay

Effective the first day of the first full pay period following ratification of this MOU July 1, 2009, 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 6.121% 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 the first full pay period in October 2015: 3.25%
2. Effective the first full pay period in July 2016, represented employees will receive a base wage increase between 2.25% and 3.25% depending on inflation and calculated as $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$, which is equivalent to the CPI-U, but no less than 2.00% and no greater than 3.00%, plus 0.25%.

In calculating CPI-U, OCII shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

1. ~~Wages effective as of September 5, 2009 shall be temporarily reduced by 1.82 percent, which represents an adjustment equivalent to the value of four days of unpaid personal time off over 22 pay periods. This wage adjustment will sunset at the close of business July 9, 2010.~~
2. ~~Wages effective as of July 10, 2010 shall be temporarily reduced by 1.54 percent which represents an adjustment equivalent to the value of four days of unpaid~~

~~personal time off over 26 pay periods. This wage adjustment will sunset at the close of business July 8, 2011.~~

B. Performance Incentives Program

The Performance Incentives Program (PIP) previously in effect is extinguished as of January 1, 2015, provided that employees who complete their 2014 PIP in 2015 shall receive any PIP payout to which they are entitled.

~~The Performance Incentives Program is a salary incentive program linked to annual performance evaluations. Each year employees achieving a rating of "Exceeds Standards," "Superior," or "Outstanding" for the previous rating period shall receive a lump-sum incentive payment. The incentive payments shall be paid by the last pay period of December of each year of this Agreement.~~

~~1. Performance Goals and Evaluation~~

~~Performance goals and objectives will be set for all Union represented employees based on procedures developed and administered by the Human Resources Manager. Goals and objectives shall be developed cooperatively between managers and those whom they report. Those doing the evaluation shall have the ultimate authority to set goals and objectives.~~

~~Employees shall be rated annually based on their attainment of predetermined performance goals in the manner set forth in this section and Section 2.B. of this Agreement. The Human Resources Manager shall provide a report of the results of the evaluations process and compliance with these requirements and provide a copy of all of the performance evaluations to the Executive Director. The Human Resources Manager and ultimately the Executive Director will review the performance evaluations to ensure that reasonable goals were established within the time frames provided under the procedure and that the resulting ratings are in conformance with the goals.~~

~~Each year, eligible persons will receive a lump-sum incentive payment based on the rating achieved. Such payment shall be deemed compensation for the purposes of retirement.~~

~~2. Eligibility~~

~~In order to receive a performance incentive by the last pay period of December of each year, a represented employee must have been appointed to an Union represented classification on or before March of that year, and continue to be employed in an Union represented classification on October 1 of the same year.~~

3. ~~Rating Period~~

~~The rating period for performance incentive payment shall be from November 1 through September 30 of each year of this Agreement.~~

4. ~~Rating Schedule~~

- ~~a. Performance goals shall be established no later than November 1 of each year. Exceptions may be made for individuals promoted subsequently.~~
- ~~b. A mid-year review of the goals and objectives established shall be completed between the manager and the employee no later than May 1.~~
- ~~c. Performance shall be reviewed and rated no later than October 31st of each year.~~

5. ~~Performance Ratings~~

~~Performance Ratings reflect the overall total of points achieved based on the goals and objectives set in the performance plan. Ratings are determined as follows:~~

<u>Rating</u>	<u>Overall Points</u>
Outstanding	4.50 – 5.0
Superior	3.50 – 4.49
Exceeds Standards	2.50 – 3.49
Competent	1.50 – 2.49
Needs Improvement	< 1.50

~~Managers may not receive a rating of higher than “competent” in any year in which they have failed to establish goals and perform an evaluation as described herein for all Agency employees who report to them.~~

~~If a manager fails to perform an evaluation for an eligible Union represented employee, that employee shall receive a performance incentive of 1.5%.~~

6. ~~Performance Incentive Rate~~

~~By the last pay period of December of each year of this Agreement, employees shall receive the following lump sum payment based upon their performance rating:~~

Outstanding	3%
Superior	2%
Exceeds Standards	1%
Competent	0
Needs Improvement	(1%) (as set forth in Section 8 below)

7. Calculation

~~The performance incentive shall be based upon an employee's base salary earned in Union classifications for the calendar year corresponding to the rating period. The performance incentive shall be calculated by multiplying the performance incentive rate by the employee's base salary.~~

~~In the event an employee is rated in more than one Union classification, the employee's rating shall be a proportionate average of the ratings received in each classification.~~

8. "Needs Improvement" Rating

~~An employee who receives a rating of Needs Improvement for a given rating period shall receive a 1% reduction of the next scheduled base wage increase. This 1% reduction is not permanent. If the employee's rating is rated competent or higher in the succeeding year and the employee remains assigned to a Union represented classification, the 1% will be applied prospectively.~~

9. Performance Incentive Cap

~~The aggregate amount of performance incentive payments shall not exceed 2% of Union's Management/Supervisor payroll for the twelve (12) months ending September 30.~~

~~In the event that the aggregate incentives awarded exceeds the 2% cap, individual incentive awards will be reduced proportionately so that the aggregate of incentives paid to unit employees in the Agency does not exceed 2%. This proportionate reduction shall not impact employees rated "Needs Improvement."~~

10. Working Committee

~~The parties agree to maintain a working committee to address issues that may arise in the course of administering the Performance Incentives Program. Union and the Agency shall each appoint two (2) members to serve on this Committee. Upon majority consensus, the Committee may make~~

~~recommendations to the Executive Director for consideration and possible implementation of the program.~~

~~The Committee may not be utilized to resolve pending grievances absent mutual agreement.~~

11. — Dispute Resolution

~~Any disputes which arise regarding the procedures and/or implementation of the Performance Incentives Program or individual performance ratings shall be submitted to the Executive Director, whose decisions are final and not subject to grievance.~~

C. Salary Increments

Upon successful completion of his or her probationary period as described in Section 2 following, each employee shall be advanced to the next step of his or her salary range, effective the first day following successful completion of probation. Thereafter, each employee shall advance to the next step of the salary range upon completion of six (6) additional months of service, and thereafter shall receive consecutive step increments at intervals of twelve (12) months until the top step of the salary range is achieved. **An employee's scheduled step increase may be denied if the Executive Director or designee determines that the employee's performance has been unsatisfactory. Any such denial shall be subject to the grievance procedure.**

D. Promotions

Each employee promoted to a higher classification shall be paid, in the new classification, the salary step that represents an increase of at least seven and one-half percent (7½%). Thereafter the employee shall advance as provided in paragraphs B. and C. above.

E. "Y-Rating"

In cases of demotion necessitated by layoff or reclassification, the salary of an incumbent employee will not be decreased, but will remain at the employee's prior level until the regular salary of the new classification reaches the employee's prior level.

F. Temporary Assignments to a Higher Classification

Employees may be temporarily assigned to work in classifications higher than their permanent classification for up to thirteen (13) consecutive working days without a change in rate of pay. When a temporary assignment extends beyond thirteen (13) consecutive working days, a temporary appointment to the higher classification shall be made effective on the fourteenth (14th) day, and the employee shall be paid at the rate applicable to the higher classification from the first day of the assignment and for the

duration of the temporary assignment. An out-of-class assignment is an assignment to perform all of the duties and responsibilities of a higher classification except that compensation at the higher rate shall not be denied if ~~the Agency~~OCII does not call upon the employee to perform all of those duties during the temporary assignment. To be compensated at the rate applicable to the higher classification, such an assignment must be in writing and must be made by a supervisor or manager above the assigned classification.

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.
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. Acting Assignment Pay pursuant to Section 1. F of Article II of this Agreement; **or**
 - b. Supervisory Differential Adjustment pursuant to ~~the Agency~~OCII's Salary Resolution. ~~;~~ ~~or~~

~~e. — Performance Incentive Program pursuant to Section 1. B. of Article II of this Agreement.~~

7. ~~The Agency~~OCII and the Union agree to work cooperatively to ensure the success of this program.
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.

Section 2. Appointment and Probation

A. Appointment

All appointments to positions shall be permanent and shall be considered OCII-wide, unless specified in advertising and at the time of appointment as being temporary, or limited to the life of a particular task or a particular site office. Employees with limited term assignments (LTA) are temporary employees.

Temporary employees hired after the effective date of this Agreement shall serve a term of no more than two (2) years without mutual agreement to extend the term.

B. Employee Performance Evaluation

~~Each year On or before October 31st of each year, as set forth in Article II, Section 1.B, Performance Pay,~~ a meeting shall take place between the employee and supervisor in which job expectations, performance assessment, training needs, supervisory relationships and other work related issues may be discussed. The supervisor may prepare a written summary of the area of strengths and/or needed improvement and shall rate the employee's performance ~~as set forth in Article II, Section 1.B.~~—The employee also has the right to respond in writing with his or her comments on the same form, or as part of the same record. The employee may appeal the performance evaluation to the Executive Director ~~pursuant to Article II, Section 1.B.11.~~ **In addition, the supervisor shall perform a mid-year review of each employee's goals, objectives and performance pursuant to Article II, Section 1.B.4.**

C. Probationary Periods

Each new employee shall be provided with a performance interview and report at the end of the third, sixth and twelfth month, and each year thereafter as provided above. Each employee shall serve a probationary period of six (6) months. ~~Upon mutual agreement of the Agency and Union, on a case-by-case basis, the probationary period may be extended to a maximum of twelve (12) months.~~—Upon successful completion of such probationary period as evidenced by the final evaluation made by the appropriate management personnel, the probationer shall be deemed a permanent employee except

for those employees whose positions are temporary or limited to the life of a particular task or a particular site office.

The probationary period for an employee appointed to a promotive position (i.e., a position in any class the salary grade for which is higher than the salary grade of the employee's permanent class) shall be six (6) months of service.

If an employee is being returned to duty in the same department from which he/she was laid off, he/she shall serve the remainder of any previous probationary period.

On a case-by-case basis, the probationary period may be extended to a maximum of twelve (12) months by mutual agreement, in writing, between the employee and OCII. OCII shall give notice to the Union at the time that it seeks to extend an employee's probationary period.

D. Supervisors' Communications

Nothing herein shall be construed as precluding a supervisor from preparing a written recommendation, warning or recommendation for disciplinary action as may be deemed necessary.

E. Meet and Confer Rights Regarding Evaluations

Upon request of the Union, ~~Agency~~**OCII** shall meet and confer regarding the employee performance appraisal process.

Section 3. Benefits

A. Vacation

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 ~~the Agency~~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 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>
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. ~~The Agency~~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. If an employee leaves the employ of ~~the Agency~~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 ~~the Agency~~OCII for unearned leave, the actual value of unearned leave shall be deducted from final pay. Leave time earned but unused at date of termination shall be added to final pay.

B. Holiday

1. Except as indicated below, all ~~Agency~~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; July 4th; the first Monday in September; the second Monday in October, November 11th; December 25th.

~~The Agency~~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.

2. ~~Employees shall be entitled to four (4) days off during each calendar year for personal leave, to be taken by agreement with the employee's supervisor as to scheduling.~~
3. Holidays that fall on a Sunday shall be observed on the subsequent Monday.
- 4.3. Holidays that fall on a Saturday shall be observed on the preceding Friday.
- 5.4. ~~A permanent employee hired on or after May 1 shall be entitled to two (2) personal leave days in that first calendar year of employment and a permanent employee hired on or after September 1 shall be entitled to one (1) personal leave day in that first calendar year of employment~~

Employees shall be granted floating holidays as set forth below:

Four (4) floating days off (thirty-two (32) 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 64 hours of floating holidays. No compensation of any kind shall be earned or granted for floating days off not taken.

Employees shall receive a one-time award of one (1) additional floating holiday that shall sunset upon expiration of this Agreement.

~~6. Fiscal Year Floating Holidays. In return for the wage reduction described in Article II., Section 1.A, employees shall receive, per fiscal year, four (4) Fiscal Year Floating Holidays (FYFH), which shall be administered in the same manner as the Agency currently administers personal leave days under Article II, Section 3.B.2. of the Agreement (i.e., no cash-out value, no hourly increments, taken by agreement with the employee's supervisor as to scheduling), except that these FYFH must be used during the fiscal year in which they are received. The FYFH will be implemented in the following way:~~

~~a. Effective September 5, 2009, employees shall receive a one-time addition of four (4) FYFH, which must be used during the fiscal year ending June 30, 2010.~~

~~b. Effective July 1, 2010, employees shall receive a one-time addition of four (4) FYFH, which must be used during the fiscal year ending June 30, 2011~~

~~c. In the first fiscal year of employment, a newly hired permanent employee shall receive the following FYFH: a) if the starting date is between July 1 and September 30, the employee shall receive four (4) FYFH; b) if the starting date is between October 1 and December 31, the employee shall receive three (3) FYFH; c) if the starting date is between January 1 and March 31, the employee shall receive two (2) FYFH; and d) if the starting date is between April 1 and June 30, the employee shall receive one (1) FYFH.~~

C. Sick Leave

1. Definition

Sick leave is an authorized absence from duty granted an employee who is unable to work because of the following:

- a. Personal injury or illness, childbirth or appointments for dental or medical examination or treatment.
- b. Required attendance, for conditions cited in a. above, upon spouse or domestic partner, child (including adopted or stepchild), parent, brother or sister (including half- or step-), or any person residing in his or her immediate household.
- c. Exposure to a contagious disease requiring quarantine, or on the advice of his or her doctor to avoid contact with others until the danger of infecting others has passed.

The term "doctor" shall include licensed physician, surgeon, dentist, osteopath, chiropractor, podiatrist, or Christian Scientist Practitioner. The term "medical examination or treatment" shall include the services of any of the aforementioned.

2. Administration

- a. A permanent **full-time** employee shall earn sick leave credit at the rate of four (4) hours per bi-weekly pay period, or thirteen (13) days per service year. Sick leave shall be earned in any pay period in which the employee is in pay status for at least half of the regularly scheduled work hours.
- b. An employee may use sick leave after the end of the service pay period in which sick leave credit is first earned.
- c. Employees may be required to provide a doctor's certificate for absences of five (5) consecutive working days or more charged to sick leave.
- d. An employee may accumulate sick leave credit to a maximum of 1,040 hours. Sick leave credit in excess of this amount shall be accumulated in a non-payable sick leave account that will be creditable as service credit upon retirement pursuant to Section 20965 of the Public Employees' Retirement Law.
- e. ~~An employee separated from the service of the Agency due to retirement, as the result of an industrial injury compensable under Worker's Compensation laws of the State of California or because of his/her death, shall receive payment at his/her current salary rate and in accordance with the following schedule for credits of sick leave earned prior to June 30, 1980 and unused at the time of separation:~~

<u>Length of Service</u>	<u>Percentage of Cash Payment</u>
15 or more years of service	100%
More than 5 years but less than 15 years of service	50%
Up to and including 5 years of service	33-1/3%

~~Such payment shall be payable at the time of separation, or at a later date when so elected by the employee, but within one year of such retirement, separation or death. When this payment is made because of an employee's death, the payment may be made to his/her estate.~~

- f. **The following provision shall only apply to OCII 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.

3. Wellness Incentive Program

The following provision shall sunset as of December 31, 2016:

During the term of this Agreement, any full time employee leaving the employment of ~~the Agency~~**OCII** upon service or disability retirement may receive payment for a portion of sick leave earned but unused at the time of separation.

The amount of this payment shall be equal to 2.5% of sick leave balances earned but unused at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements at the time of separation. ~~Sick leave earned prior to June 30, 1980 and unused at the time of separation shall not be included in this computation as the payment for such leave is already provided in Article II, Section 3.C(2)e. of this Agreement.~~

4. Sick Leave and Vacation Transfer

- a. 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. ~~The Human Resources/Payroll Departments~~**OCII** will handle all necessary forms and the

administration of the transfer policy. Eligible employees may transfer accumulated sick leave and vacation to other employees in ~~the Agency~~**OCII** who have been diagnosed with catastrophic illnesses or injuries pursuant to the provisions outlined below.

b. Transfer Policy Regulations:

(a) Definition of catastrophic illness:

- (i) 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
- (ii) 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

(b) Determination of eligibility for transferee status:

- (i) Any permanent full and part-time employee of ~~the Agency~~**OCII** who is eligible to accumulate and use sick leave and vacation credits;
- (ii) The employee has been found by a licensed medical professional to meet the definition of catastrophically ill as outlined above.
- (iii) The employee has already exhausted all available paid sick, vacation, and compensatory time.

(c) Eligibility to transfer sick leave and/or vacation credits:

- (i) The transferring employee must retain a minimum sick leave balance of 64 hours; no minimum vacation time must be maintained;
- (ii) 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;

- (iii) All transfers are irrevocable;
 - (iv) 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.
 - (v) 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.
- (d) Confidentiality:
- (i) All medical records submitted by an employee or physician pursuant to this provision are to be kept confidential;
 - (ii) 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;
 - (iii) Following approval the application will remain confidential unless the employee consents to disclosure;
 - (iv) 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.
- (e) Abuse or Coercion:
- (i) No employee shall directly or indirectly solicit the transfer of sick leave or vacation credits;
 - (ii) 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;
 - (iii) 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.

- (f) Integration of State Disability Insurance Benefit **and Appeal Process:**
- (i) 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.
 - ~~(ii) Appeals of the Executive Director's decision to deny the transfer of sick leave or vacation will be referred to a mutually agreed upon arbitrator with appropriate medical expertise provided by the American Arbitration Association.~~
 - ~~(iii) The costs incurred for the services of the arbitrator shall be shared equally by the Agency and Union.~~

D. Family Medical Leave

Family Medical Leave shall be granted by ~~the Agency~~ 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 likewise provided to Permanent Employees with domestic partners.

E. Retirement System

Membership in the California Public Employees' Retirement System (PERS) 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 the System and with State Legislation.

~~During the term of this Agreement, the Agency shall pay its contribution to the Retirement System's general fund and pay the full 7% employee retirement contribution.~~ Effective close of business June 30, 2012, the Employer Paid Member Contribution (EPMC) ~~shall be~~ 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%

~~For employees who retire prior to July 1, 2012 and whose final compensation for retirement purposes is impacted by the wage reduction described in Article II, Section 1.A. of this Agreement, the Agency will provide, to the extent permitted by CalPERS, restoration pay in a lump sum equivalent to the pensionable value of the wage reduction associated with the furlough days for the period used by the retirement system to determine the employee's final compensation for retirement purposes.~~

F. Bereavement Leave

1. The following provisions shall be applicable through December 31, 2016:

- 1a. Paid Bereavement leave for persons closely related shall not exceed a maximum of three (3) working days, or four (4) working days when travel is required out of state, but such leaves shall not extend beyond two (2) working days after the date of burial.
- 2b. Closely related shall mean spouse or domestic partner; child (including adopted or stepchild), child for whom the employee has parenting responsibilities, child of an employee's domestic partner, grandchild, parent, grandparent or step-grandparent, brother or sister (including half- or step-); uncle or aunt; relatives by marriage (mother-, father-, brother-, sister-, son-, or daughter-in-law) or the same relatives of domestic partners (mother, father, brother, sister, son, or daughter); or any person who is permanently residing in the household of the employee.
- 3c. Leave will be granted in the event of the death of other relatives or persons to whom the employee may be reasonably deemed to owe respect, but use of bereavement leave in such cases shall be for not more than one (1) day to permit attendance at the funeral of said person. Two (2) additional working days may be granted if travel outside the State of California is required to attend the funeral of such person. Leave due to the deaths of

persons not closely related shall be charged against the employee's accrued sick leave.

- 4d. Nothing herein shall preclude the use of other accrued leave or leave without pay to supplement bereavement leave provided that use of such leave shall be with supervisory approval.

2. The following provision shall be applicable effective January 1, 2017:

- a. **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). Employees may use one workday of accrued sick leave (or three days if an employee must travel out of state) in the event of the death of 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 within 30 calendar days of the death.**

G. Medical Care

Through the term of this Agreement ~~the Agency OCII~~ agrees to provide health benefit coverage at a level comparable to that provided State employees through the Public Employees Medical and Hospital Care Act. ~~The Agency OCII's~~ contribution towards the health benefits coverage shall be at the level established for such employees by Section ~~2287122825.1~~ of the Public Employees' Retirement law. Effective January 1, 200615, these monthly contribution rates are as much as follows:

Employee only	\$493.00 <u>655.00</u>
Employee plus one	\$936.00 <u>1,246.00</u>
Employee plus two or more	\$1,202.00 <u>1,605.00</u>

If the contribution formula provided in Section ~~2287122825.1~~ is changed or deleted, this Section of the Agreement shall be reopened for negotiation of ~~the Agency OCII's~~ contribution towards the health benefits coverage.

Should ~~the Agency OCII~~ or any successor organization 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 program shall be considered by ~~the Agency 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.

H. Dental Care

1. Dental insurance coverage will be provided following a three-month wait for enrollment of new employees. ~~The Agency OCII~~ will pay 100% of the cost of the employee and dependent coverage for the selected dental plan through the term of this Agreement. ~~Two options are currently available:~~

1. ~~Delta Dental Service~~

- ~~– Usual, Customary and Reasonable fee concept~~
- ~~– Diagnostic and Preventive Benefits: 100% payment~~
- ~~– Basic Benefit: 80/20 co-payment~~
- ~~– Prosthodontics: 50/50 co-payment, 6-month wait~~
- ~~– Deductible: \$50.00 initial (lifetime)~~
- ~~– Basic Plan Maximum: \$2,500 per calendar year per patient~~
- ~~– Orthodontia: 50/50 co-payment, 12 months wait for new employees, \$2,500 lifetime maximum benefit per family member~~

2. ~~Pacific Union Dental~~

~~This is the pre-paid dental plan with limited charges for specific services according to the plan schedule. One of the Pacific Union Dental Plan dentists must be used.~~

23. During the term of this Agreement, ~~the Agency OCII~~ will provide retiree-paid continuation of ~~either~~ the Delta Dental ~~or Pacific Union Dental~~ insurance Plans.

- I. Vision Plan

Vision insurance coverage will be provided through Vision Service Plan (VSP) following a three-month wait for enrollment of new employees. ~~The Agency OCII~~ will pay 100% of the cost of the employee and dependent coverage through the term of this Agreement.

- J. Cafeteria Plan

During the term of this Agreement ~~the Agency OCII~~ will maintain the Cafeteria Plan (Section 125) for bargaining unit employees-administered by Infinisource Administrative Services or similar entity. 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 1st effective date.

- K. ~~Joint Work Satisfaction and Training Committee~~

~~A Joint Work Satisfaction and Training Committee shall be established to foster increased communication between employees and supervisors on such topics as working conditions, training and job evaluations. The Committee shall develop an employee recognition program to enhance employee morale and recognize exceptional service. The Committee may explore alternative or expanded employee~~

~~benefits and provide recommendations regarding employee concerns and suggestions that may be made.~~

~~The Joint Committee will also evaluate and recommend an on-going training program for all employees, utilizing various sources including outside entities such as the Civil Service Training Unit.~~

~~The Committee shall consist of an equal number of employees selected by the employee labor representatives and the Agency, as mutually agreed in writing. The Committee shall meet once a month or as circumstances require.~~

~~L. Joint Health and Safety Committee~~

~~A Joint Health and Safety Committee shall study health and safety issues affecting employee welfare, recommend actions to improve safety in the workplace, and annually review the Agency's emergency procedures manual.~~

~~The Committee shall consist of an equal number of employees selected by the employee labor representatives and the Agency, as mutually agreed in writing. The Committee shall meet annually or as circumstances require.~~

~~The Agency acknowledges its responsibility to provide a safe and healthful environment for its employees and for those members of the public using Agency services. Upon request, the Agency agrees to provide escort services after business hours to vehicles within a reasonable distance of the Commission meeting site when presence at Commission meetings is required.~~

~~M. Joint Public Transit Subsidy Committee~~

~~A Joint Public Transit Subsidy Committee shall be established to examine the availability of employer BART, AC Transit, Golden Gate Transit and MUNI subsidies and consider ways in which the Agency might participate in the future. The Committee may also explore alternative modes of transportation and work with the City's Spare the Air Program.~~

~~The Committee shall consist of an equal number of employees selected by the employee labor representatives and the Agency, as mutually agreed in writing. The Committee shall meet once a month or as circumstances require.~~

~~N. Joint Labor-Management Committee~~

~~A Joint Labor-Management Committee shall be established to explore improving retirement benefits and increasing utilization of the “Extended Range” Pay, as authorized under Article II., Section 1.F.~~

~~The Committee shall consist of an equal number of employees selected by the employee labor representatives and the Agency, as mutually agreed in writing.~~

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.

OL. Certificates, Licenses and Registrations

Any bargaining unit employee required by ~~the Agency~~**OCII** as a condition of employment to possess a valid certificate, license or registration, or if such certificate, license or registration is otherwise of substantial benefit to ~~the Agency~~**OCII**, shall be entitled to reimbursement for any fee involved in the renewal of said certificate, license, or registration. Drivers’ licenses are not covered by the provisions of this section.

PM. Group Life Insurance

~~The Agency~~**OCII** shall match the employee's contributions under ~~the Agency~~**OCII** 's Group Life Insurance Plan.

QN. Reimbursement for Expenses

Each employee required to use his or her personal vehicle, or to incur other expenses, in the conduct of official ~~Agency~~**OCII** business shall be reimbursed for such use or expense in the same manner as established by ~~the Agency~~**OCII**’s policy on travel reimbursement, but not less than IRS provisions. Upon request, an employee will be given a verifying letter for his or her use in filing an income tax return.

RO. “Me-Too” Clause for Benefits

During the term of this Agreement, the ~~Union Managerial/Supervisory bargaining~~ ~~u~~Unit will be entitled to automatically receive improvements in benefits that are agreed during the course of negotiations with any ~~of the Agency~~ other OCII bargaining units.

~~The Agency~~OCII will meet and confer in good faith with Union to inform the unit of improvements in benefits provided to other ~~Agency~~OCII bargaining units.

Section 4. Education Development Program

~~The Agency~~OCII and Union encourage the professional development of employees and therefore agree to the plan and policy set forth below. ~~The Agency~~OCII will seek a reasonable amount of funding in its budget to continue its commitment towards the professional development of staff.

Attendance under this policy is permitted by any ~~Agency~~OCII employee who is on an active work schedule and taking such a seminar on his or her own time at approved job-related seminars and formal courses as defined in paragraph D.(1). However, if such seminar or course is available to any employee only during his or her working hours, ~~the Agency~~OCII shall permit necessary time off without loss of pay. The payment of the costs of such attendance is a covered expense upon submission of evidence of satisfactory attendance or completion of such seminars or courses.

A. Eligibility

All permanent and permanent part-time employees on an active work schedule are eligible to participate in this program.

B. Use of ~~Agency~~OCII Time for Courses

1. An employee who requests permission to take a course during working hours must demonstrate that such a course is not available at times other than normal working hours and that it is necessary to take the course during a particular semester or quarter. In the event it is necessary to attend class during working hours and it is within reasonable travel distance, an employee may do so without loss of salary and may still apply for tuition payment.
2. Preference for tuition payment will be given to 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

1. Courses which have a direct relationship to the duties of one's present classification within ~~the Agency~~**OCII** or to a position which represents a prospective line of promotion for the present classification are eligible for full payment.
2. 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 ~~the Agency~~**OCII** may be paid at 50 percent of the tuition cost.

E. Tuition Payment Limitations

1. 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.
2. Participation in an educational development program will be a selection factor when promotional opportunities occur, but such participation is no guarantee of promotions.
3. Payment for courses is limited to twelve (12) 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.
4. 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

1. Tuition cost will be paid at either the 100 or 50 percent rate as provided in Section 4.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.
2. Payment will be made only upon verification of successful completion of the course.
3. 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 ~~the Agency~~**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 for tuition reimbursement or advance payment (available in the Human Resources Section), must 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 available funds and from there to the Executive Director or his/her designee who may refer it to the **Joint Labor Management Work Satisfaction and Training** Committee for consideration before final staff approval.

2. Employees will receive their copy of the application form after approval has been granted. A requisition for the amount of the course and books (listed on the form) will then be submitted.
3. Reimbursements will be made or vacation released upon submission of verification of successful course completion, which must be submitted to the Human Resources Section no later than one week after receipt of official transcript.
4. 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 **the Agency OCII** and have a minimum of two (2) weeks vacation to his or her credit.

Upon approval of an advance payment, the employee shall agree to reimburse **the Agency 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. Seminars and Conferences

Subject to prior approval and the availability of funds, **the Agency OCII** will reimburse employees for attendance at conferences and seminars which relate to the employee's work assignment and which will enhance the employee's job performance.

I. Professional Memberships

Subject to prior approval and the availability of funds, **the Agency OCII** will encourage and will reimburse employees for membership in professional organizations that generally will enhance the knowledge, professional ability and effectiveness of the employee to **the Agency OCII**. Examples of such organizations include CRA, ULI, and NAHRO.

J. Improved Work Methods

Union shall have, and is encouraged to use, the right of formulating and presenting proposals for improved work methods and changes in standards of public service. Such recommendations shall first be discussed with the appropriate department head and with the Executive Director but may be presented to **the Agency OCII** Commission subsequent

to such discussion with or without the endorsement of the department head or the Executive Director.

Section 5. Personnel Action

A. 1. Hours

All employees shall reasonably observe regular hours of work, lunch and coffee breaks, and the necessity of rendering a full day's work. An employee shall report unscheduled leave to ~~the Agency~~OCII within the first hour of work unless prevented from doing so by circumstances beyond the employee's control.

3. Alternate Work Schedules

By mutual agreement ~~the Agency~~OCII and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include full-time work of less than five (5) days; or a combination of features mutually agreeable to the parties. Requests for alternate work schedules shall not be denied in an arbitrary or capricious manner. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules, which is a Regular Work Week as defined in ~~the Agency~~OCII Personnel Policy.

4. Telecommuting

The City and County of San Francisco (CCSF) and the Union have recognized that telecommuting programs represent good public policy. CCSF has already adopted a Citywide Telecommuting Policy and Program ("Citywide Policy"), copies of which are available on the CCSF's Department of Human Resources Website. ~~The Agency~~OCII shall implement a telecommuting program based on the Citywide Policy, which establishes eligibility for the program, an application process for employees, options for telecommuting arrangements, requirements for employee participation, requirements for the telecommuting worksite, work hours, and other standards. Under this program, an ~~Agency~~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. ~~The Agency~~OCII, however, will not deny or terminate telecommuting arrangements for arbitrary or capricious reasons. ~~The Agency's~~OCII's telecommuting program is not subject to the grievance and arbitration procedures of this Agreement.

B. Compensatory Time

1. The following provisions shall be applicable for employees employed as of December 31, 2014:

- a. If a Union represented employee is required to work, or is in paid status, in excess of eight (8) hours in any day or in excess of forty (40) hours in any work week, he/she shall accrue compensatory time at the rate of one and one-half hours for each hour of authorized overtime.
- b. With the prior approval of the manager as to scheduling, an employee shall be entitled to compensatory time off for a maximum of 120 hours in any calendar year. An employee separated from **the Agency OCII** employment shall be given terminal pay for the number of hours of annual compensatory time (maximum 120 hours) not used through the date of separation.

2. The following provisions shall be applicable for employees hired after December 31, 2014:

- a. **Appointing officers may require employees to work longer than the normal workday or longer than the normal workweek. For full time employees, any time worked under proper authorization of the appointing officer or designee or any hours suffered to be worked in excess of the regular or normal workday or workweek shall be treated as follows:**
- b. **OCII shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.**
- c. **Z-Designated Classifications: Except as otherwise required by the Fair Labor Standards Act, compensatory time off may be accrued as follows:**
 - i. **An employee shall not maintain a balance of more than one hundred sixty (160) hours of compensatory time off;**
 - ii. **An employee may carry forward one hundred twenty (120) hours of earned but unused compensatory time off into the next fiscal year.**
- d. **Compensatory time earned will be reported to each employee.**
- e. **In order to allow employees the opportunity to take compensatory time off, upon receipt of such notice of accrual of one hundred and sixty (160) or more hours of CTO, the employee shall request days off as CTO within the next three (3) to six (6) month period. The department shall not unreasonably deny a CTO request pursuant to this paragraph.**

CTO will be taken in full workday blocks unless an alternative is mutually agreed upon. Scheduling shall be by mutual agreement.

f. CTO cannot be cashed out. Exceptions to normal work schedules for which no extra compensation is authorized may be granted in accordance with OCII's Annual Salary Resolution.

g. Part-Time Employees: Part-time employees shall not be entitled to overtime compensation or compensatory time off for work performed in excess of their specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week.

C. Seniority and Layoffs

1. Seniority is defined as the length of continuous paid employment with ~~the~~ **AgencyOCII**. Seniority shall be retained but shall not accrue during periods of leave without pay.
2. In case of layoff, demotion necessitated by layoff, or rehire, a permanent employee shall have and may elect first seniority rights as follows:
 - a. Within a classification seniority shall govern unless objective considerations of demonstrated performance and specific qualifications transcend seniority;
 - b. In the next lower classification in the same functional line, as described in Appendix B, whether he or she was promoted from it or not, if he or she has more seniority than an employee in that lower classification;
 - c. In the next lower classification in another functional line, if he or she was promoted from it and has more seniority than an employee in that lower classification.
3. On recall from layoff, the employee shall be returned to the classification he or she held at the time of layoff; if conditions have so changed that it is not feasible to reinstate him or her in the same classification, he or she shall be reinstated in a classification that is nearly comparable to the original classification as is reasonable under the circumstances. The foregoing shall be an absolute right of each employee within six (6) months following layoff. If the employee wishes to retain such right thereafter, he or she shall state in writing to ~~the~~ **AgencyOCII** his or her address and his or her continued interest and availability in the seventh (7th) month following the layoff and each six (6) months thereafter.
4. ~~The~~ **AgencyOCII** will use its best efforts to give 90 days notice of an intended layoff but in no case will an employee be given less than 30 days prior notice of such layoff.

5. During the term of this Agreement, if and when ~~the Agency~~OCII anticipates that layoffs will be necessary, ~~the Agency~~OCII shall give the Union advance notice, prior to the issuance of specific layoff notices to employees, and, within five (5) days of notice to the Union, the Union may reopen the contract for the sole purpose of considering the applicability of Section 20903 of the Government Code.

D. Severance Pay

Employees laid off by ~~the Agency~~OCII will receive severance pay according to the following schedule:

<u>Full years of Employment</u>	<u>Weeks of Severance Pay</u>
one	one
two to five	two
six to ten	three
eleven or more	four.

The above severance pay schedule shall apply to employees who receive at least 60 days notice of layoff. If less than 60 days notice of layoff is given, severance pay shall be paid at one and one-half times the applicable rate shown in the above schedule for employees with five or less full years or employment and two times the applicable rate for employees with six or more full years of employment.

An employee recalled 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 ~~Agency~~OCII employment.

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. In this case, the more senior employee would receive no more severance pay than that due to the less senior employee.

E. Posting of Vacancies

Permanent vacancies and new positions within the scope of this Agreement will be posted at all work locations for a minimum period of five (5) days. Present employees wishing to be considered for such openings shall so indicate to the Human Resources Office through appropriate management channels. ~~The Agency~~OCII shall give preference to present employees over new hires, merit and ability being approximately equal. As between present employees, merit and ability being approximately equal; preference shall be given on the basis of seniority. While the position remains vacant, existing employees shall not be assigned unreasonable workloads. If a posted vacancy is not filled within one (1) month of the closing date of the posting, all applicants will be advised of the reason therefore.

F. Proposed Charter Amendment Regarding Job Security

~~Subject to a mutual agreement regarding timing and specific language, the Agency will join the Union in supporting a City and County of San Francisco Charter Amendment which would enable Agency employees laid off due to lack of work or lack of funds to be eligible for preferential appointment to similar City and County of San Francisco positions.~~

G. Reclassifications

The Union, an employee, or a supervisor on behalf of an employee may request a reclassification of a position at any time. The request should be addressed to the Executive Director through normal supervisory channels, with a copy to the Human Resources Manager. Upon receipt of the request, the Human Resources Manager will within ten (10) business days issue a questionnaire form to be completed by the employee. Upon receipt of the employee's completed portion of the questionnaire, along with supportive material, the Human Resources Manager will submit the form and attachments to the employee's supervisor with copies to the Union. The materials will then be forwarded to the deputy for supplemental review, if appropriate. The supervisor and/or deputy will return the questionnaire to the Human Resources Manager to conduct an analysis of the submittals and provide a written response to the request within seventy-five (75) calendar days of receipt of the employee's questionnaire (employee portion fully completed). The employee and requesting party will be provided a written response regarding the Executive Director's determination, including in the event of denial of reclassification, the reasons therefore.

Prior to a final decision on reclassification, ~~the Agency~~OCII shall notify the Union and shall meet and confer regarding the proposed reclassification, if requested by the Union. If the Union does not respond within ten (10) working days of ~~the Agency~~OCII notice, the proposed reclassification shall become final. In the instance where a reclassification results in allocation to a lower range, the salary of the incumbent shall not be decreased but shall be "y-rated."

The decision on reclassification is not subject to the grievance procedure.

GH. Personnel Files

Each employee shall have the right to review his or her personnel file, except that pre-employment reference material given in confidence shall not be disclosed. No new information shall be placed in an employee's personnel file without prior notice to the employee.

HI. Subcontracting

If ~~the Agency~~OCII contemplates the contracting out of work normally performed by Bargaining Unit employees it shall notify the Union thirty (30) days prior to requesting

proposals for such work. Upon request of the Union, ~~the AgencyOCII~~ shall meet and confer to enable the Union to present alternatives.

IJ. AgencyOCII Regulations

1. ~~The AgencyOCII~~ will continue to establish reasonable rules and regulations governing the conduct and performance of employees. Union shall be given prior notice of the establishment of rules and regulations and shall be afforded a reasonable opportunity to discuss them. Such rules and regulations so established shall be conspicuously posted.
2. Any employee who fails to perform his or her duties shall be notified in writing of his or her lack of 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. A copy of such notice shall be sent to Union. Union shall be notified when employees are disciplined or discharged. When feasible, such notice shall be given before the effective date of such action.

JK. Strikes and Lockouts

During the life of this Agreement, ~~AgencyOCII~~ agrees that it will not lock out employees and Union agrees that it will not engage in any strike, work stoppage or slowdown growing out of any dispute related to the terms of this Agreement. Observance of a picket line of another organization, sanctioned by the San Francisco Labor Council, shall not be considered as a violation of this section.

L. ~~Progressive Discipline and Pre-disciplinary Process~~

~~Except in cases of serious misconduct where immediate disciplinary action is warranted, a non-probationary employee who fails to perform his or her duties in a satisfactory manner shall normally be warned verbally 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 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. The Union shall be notified when employees are disciplined or discharged. A copy of such notice shall be sent to the Union.~~

~~Prior to the imposition of suspension, demotion or discharge, a non-probationary employee shall be entitled to the procedures described below 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 a risk of harm or violence to persons, damage to property, or destruction of evidence.~~

- ~~1. — notice of the proposed action;~~
- ~~2. — the reasons for the proposed discipline;~~
- ~~3. — a copy of the charges and materials upon which the action is based;~~
- ~~4. — the right to respond, either orally or in writing, to the Executive Director for period of at least five (5) working days from the date that the employee receives the notice, rationale and materials; and~~
- ~~5. — a hearing with the Executive Director regarding the proposed action.~~

~~Within five (5) working days of the hearing, the Executive Director shall notify the employee in writing of the imposition of any disciplinary action. The Agency retains the discretion, in non-emergency situations, to provide an employee subject to a suspension or discharge notice with paid leave pending the hearing with the Executive Director.~~

~~Nothing herein will abridge the right to a pre-disciplinary hearing as provided for under Skelly v. California and other applicable law.~~

~~An employee serving a probationary period as a new hire shall have only the right to ask the Executive Director for review of a discharge.~~

ARTICLE III. GRIEVANCE PROCEDURE

Section 1. Grievance Procedure.

~~A grievance is any dispute, complaint, problem, issue or question arising under the terms of this Agreement or with respect to conditions of employment. A grievance may be raised by an employee as to his or her specific problem or by Union or by Agency as to general matters. The parties hereto shall use their best efforts to resolve grievances in specific problems at the first step of the grievance procedure.~~

~~Grievances involving promotion shall be referred directly to Step 2. Grievances involving the disciplinary suspension or dismissal of any non-probationary employee shall be referred directly to Step 3.~~

~~Reclassifications, employee performance evaluations, and disciplinary actions against a probationary employee are not subject to the grievance procedure.~~

~~Any step of this grievance procedure may be waived by mutual agreement of the Agency and the Union.~~

Step 1

- a. ~~Not later than the tenth (10th) full working day following the occurrence which is the subject of a grievance, the employee, his or her representative, or both, shall orally explain the grievance to the employee's immediate supervisor; or in general matters the grievant shall orally explain the grievance to the management person with authority to resolve the grievance.~~
- b. ~~The supervisor or manager shall reach a decision and communicate it orally to the grievant, his or her representative, or both, within five (5) working days of the presentation of the grievance to him or her.~~

Step 2

- a. ~~If the grievant is not satisfied with the decision so rendered, the grievant, his or her representative, or both, shall submit the grievance in writing within five (5) working days thereafter to the division chief, director and/or project director through the immediate supervisor; or in general matters to the management person with authority to resolve the grievance.~~

~~—The written grievance shall contain the following:~~

- ~~-Statement of the dispute, complaint, issue or question;~~
- ~~-Statement of the Agreement provision, personnel policy or working condition — violated; and~~
- ~~-Statement of the remedy sought.~~

- b. ~~The grievant, his or her representative, or both, shall be notified in writing of the decision and the reasons therefore, within five (5) working days from the date of written presentation of the grievance.~~

Step 3

~~If the grievance is not resolved at the second step, not later than the fifth (5th) full working day after receiving the written decision the grievant, his or her representative, or both, shall submit a written statement that is endorsed by the grievant and the Union's authorized bargaining unit representative to the Agency's Human Resources Manager, appealing the grievance to Step 3.~~

~~Within five (5) working days after this notification, a first meeting of a Board of Adjustment shall be held. The Board of Adjustment shall be composed of one (1) representative of Agency, one (1) representative of Union and one (1) representative to be mutually appointed by the Agency and the Union. If the parties are unable to agree to a third member of the Board of Adjustment, a person shall be requested from and designated by the State Conciliation and Mediation Service. The Agency~~

~~representative shall be appointed by the Executive Director or his or her designee and the Union representative shall be appointed by the Union's authorized bargaining unit representative, with due consideration to the nature of the grievance to be heard. Guidelines for conducting Board of Adjustment hearings are attached as Appendix C.~~

~~Grievances involving disciplinary suspension or dismissal shall be referred directly to Step 3 after the procedures described in Section 5.L of Article II are followed. In the event that a grievance against such suspension or dismissal is decided in favor of the employee, the suspended or dismissed employee shall receive full salary, vacation, sick leave and accrued seniority for the period of separation from the payroll.~~

Step 4

~~Either the Union's authorized bargaining unit representative or the Agency may appeal a decision of the Board of Adjustment to an impartial arbitrator, mutually acceptable to Agency and Union. The arbitrator's decision shall be final and binding. Notice of intent to arbitrate shall be served by either party on the other within fifteen (15) working days from date of decision of the Board of Adjustment. The costs incurred for the services of the impartial arbitrator shall be shared equally by Agency and Union.~~

Section 2. General Provisions Applicable to all Grievances.

- ~~1.— The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.~~
- ~~2.— If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered withdrawn.~~
- ~~3.— If the original grievance is modified at any step, it shall be considered a new grievance and must be refiled, treated as a new grievance and subject to all procedural considerations, unless modified in writing by mutual consent of the parties.~~
- ~~4.— If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.~~
- ~~5.— The grievant may be represented by a person of his/her choice at any formal level of this procedure, but appealing a grievance to the Board of Adjustment or an impartial arbitrator requires the endorsement of the Union's authorized bargaining unit representative.~~
- ~~6.— Formal levels may be waived by mutual written consent of the parties.~~

7. ~~If the grievant is not represented by the Union, the Union shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the Agency prior to the settlement being finalized. The purpose of this step is to allow the Union to state its position for the record. If the Union does not provide a written response within seven (7) work days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the Agency's representative shall give full consideration to the Union's position prior to settlement of the grievance.~~
8. ~~By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.~~

A. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

B. Definition

1. A grievance is defined as an allegation by an employee, a group of employees or the Union that OCII has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement, or divisional, departmental or OCII rules, policies or procedures subject to the scope of bargaining as set forth in Article I, Section 2.A of this Agreement.
2. A grievance does not include the following:
 - a. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the performance evaluation except by mutual agreement.
 - b. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Union representation at said conference.
 - c. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand or oral reprimand which is reduced to writing and placed in the employee's personnel file. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit

written rebuttals within thirty (30) calendar days from the date of the reprimand.

C. Discipline

- 1. OCII shall have the right to discipline any non-probationary permanent or provisional employee who has served the equivalent of a probationary period for just cause. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion.**
- 2. Suspensions, disciplinary demotions and discharges of non-probationary permanent and provisional employees, who have served the equivalent of a probationary period, shall be subject to the following procedure:**
 - a. The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.**
 - b. The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by OCII to consider the reply.**
 - c. The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, and any further investigation occasioned by the employee's statements. The employee's representative shall receive a copy of this decision.**

D. Time Limits

- 1. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. A "working day" is defined as any Monday through Friday, excluding Holidays as established at Article II, Section 3.B.**
- 2. If the Union fails to file a written grievance appeal within the specified timelines at any step of the appropriate grievance procedure, the grievance shall be considered withdrawn.**
- 3. If OCII fails to respond to a grievance within the specified timelines at any step of the appropriate grievance procedure, the Union may move the grievance to the next step. Should the Union fail to advance the grievance to the next step within ninety (90) days of OCII's failure to respond within the specified applicable timeline, the grievance shall be considered withdrawn.**

E. Grievance Description

1. **The Union and OCII agree that all grievances will be filed listing the following information:**
 - 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; and**
 - c. **The remedy or solution being sought by the Grievant and/or Union.**

F. Steps of the Procedure

1. **A grievance regarding a dispute over contract interpretation shall be filed at the lowest step in the grievance procedure in which OCII's representative would have the authority to make a final and binding resolution of the grievance, provided, however, that a grievance may not be filed at a Step higher than Step 2, except by mutual agreement of the parties. In the event a grievance is filed at a Step in the grievance procedure which OCII deems inappropriate, OCII's representative with whom the grievance was filed shall remand the grievance to the appropriate Step.**
2. **A grievance arising from a final disciplinary decision, as defined herein, shall be initiated at Step 3 of this grievance procedure. Such grievance may only be filed by the Union. An appeal will be timely if received or postmarked within fifteen (15) working days of the issuance of the Departmental decision. The OCII Executive Director shall review the appeal and issue a final OCII decision no later than fifteen (15) working days following receipt of the appeal. If the decision of the Director is unsatisfactory only the Union may file a written appeal to arbitration with the Director no later than fifteen (15) working days following issuance of the final OCII decision.**
3. **Step 1:**

An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a Union representative present.

If the grievance is not resolved within five (5) working days after contact with the immediate supervisor, the grievant will submit the grievance in

writing to the immediate supervisor. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.

The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.

4. Step 2:

A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Human Resources Manager, in writing, within seven (7) working days of receipt of the Step 1 answer. The Human Resources Manager may convene a meeting within ten (10) working days of the appeal with the grievant and/or the grievant's Union representative. The Human Resources Manager shall respond in writing within fifteen (15) working days of the meeting.

5. Step 3:

If the Union is dissatisfied with the Human Resources Manager's response, the Union may appeal to the Executive Director in writing, within fifteen (15) working days of receipt of the Step 2 answer. The Executive Director may convene a grievance meeting within ten (10) working days of the appeal with the grievant and/or the grievant's Union. The Executive Director shall respond to the grievance in writing within ten (10) working days of the meeting or, if none is held, within ten (10) working days of receipt of the appeal.

6. Arbitration

a. If the Union is dissatisfied with the Step 3 answer it may appeal by notifying the Executive Director in writing, within twenty (20) working days of the 3rd Step decision that arbitration is being invoked.

b. If either party fails to appear for a scheduled arbitration hearing that has not been cancelled, the other party will present their case and the arbitrator will issue a decision based on the information presented at the hearing.

c. Disciplinary Suspensions of Fifteen (15) Days or Less

Grievances of disciplinary suspensions of fifteen (15) days or less shall be resolved through an expedited arbitration process; however, by

mutual agreement, the parties may move such matters out of the expedited process to regular arbitration described in Section c. below. By written mutual agreement, the parties may submit any other grievance to this expedited arbitration process.

The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve (12) months, whichever comes first.

The arbitrator shall hear up to three (3) grievances for each scheduled day of hearings. Each grievance will have a two (2) hour time limit. The arbitrator will make every effort to issue bench decisions. Written summary awards will follow up bench decisions. Decisions of an arbitrator in these proceedings shall be final and binding and shall not constitute precedent in any other cases.

Advocates: The parties shall not be represented by counsel at these proceedings.

The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.

d. Disciplinary Suspensions of Greater than Fifteen (15) Days and Terminations

The parties agree that grievances of terminations and disciplinary suspensions of greater than fifteen (15) days shall be timely resolved through the non-expedited arbitration process described in subparagraph g below. The parties share a desire to create an appeals process that offers timely resolution of appeals of suspensions of more than 15 days and terminations – within 90 days of the Union’s request for arbitration. By written mutual agreement, the parties may move such matters out of this arbitration process to regular arbitration or expedited arbitration as provided herein. By written mutual agreement, the parties may submit any other grievances to the arbitration process described in subparagraph e below.

The arbitration shall be conducted before an arbitrator from the permanent Arbitrator Panel described in subsection g below, as follows:

i) The parties agree to use their best efforts to arbitrate grievances appealing terminations and suspensions of greater

than fifteen (15) days within ninety (90) calendar days of the Union's written request to arbitrate. To that end, such termination and discipline cases submitted to arbitration by the Union shall be heard at the next prescheduled hearing date that is no more than sixty (60) calendar days after receipt of the Union's written request to arbitrate.

ii) By written mutual agreement, the parties may postpone a scheduled arbitration date and the matter may either be heard by the same arbitrator and scheduled on his/her next available date, or be scheduled for the next prescheduled hearing date. Once an arbitrator has been scheduled, the arbitrator retains authority to grant postponement of a scheduled arbitration upon a showing of good cause by either party.

e. Contract Interpretation/Non-Disciplinary Matters

When a contract interpretation/non-disciplinary matter is appealed to arbitration, the parties shall first attempt to mutually agree on an arbitrator listed in subparagraph g below. In the event no agreement is reached within five (5) working days the arbitrator shall be selected from the permanent panel in accordance with the following procedure:

i) Arbitrators shall be listed in alphabetical order. The case shall be assigned to the next arbitrator listed in alphabetical order, provided however that each party shall be entitled to one strike.

ii) The arbitrator next in order following any strike options exercised by the parties shall be designated to hear the case.

iii) In the event that either party strikes an arbitrator's name from the list in accordance with this section, the struck arbitrator's name shall be placed at the bottom of the list. Once struck, the same party may not again strike that arbitrator's name until that arbitrator has been selected.

f. Except for the expedited procedure described above, hearings shall be scheduled within thirty (30) working days of selection of an arbitrator.

g. Selection of the Arbitrator

- i) The parties have established the following list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement:

Matt Goldberg

Katherine Thompson

Carol Vendrillo

Barry Winograd

Andria Knapp

Catherine Harris

TBD (The parties have agreed that the seventh member of the permanent arbitration panel shall be the same individual as chosen by Local 21 and the City and County of San Francisco as replacement for Fred D'Orazio, who has retired.)

This list of arbitrators shall be in effect until the expiration of this Agreement on June 30, 2017, unless extended by mutual agreement.

- ii) In the event that the parties mutually agree to remove an arbitrator, or an arbitrator becomes unavailable to serve on the 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) working 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 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) or more 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.

h. Authority of the Arbitrator

- i) The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.
- ii) Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance,

unless considerations of equity or bad faith justify a greater entitlement.

i. Fees and Expenses of Arbitrator

- i) Except as noted below, the fees and expenses of the Arbitrator shall be shared equally by the parties.**
- ii) In the event that an arbitration hearing is cancelled, resulting in a cancellation fee, the party requesting or causing the cancellation shall bear the full cost of the fee imposed by the arbitrator, unless a mutually agreed upon alternative is established.**
- iii) The parties shall use a court reporter, unless they mutually agree otherwise. The parties shall share all fees and expenses for the court reporter's services and transcripts. If a court reporter is utilized for the hearing, the parties can agree in advance to require that the reporter submit the hearing transcript to the parties and arbitrator within five (5) working days of the close of the hearing.**

i. Hearing Dates and Date of Award

- i) Closing briefs will be due to the arbitrator within thirty (30) calendar days of the close of the hearing or receipt of transcript, whichever is later. Either party may choose to make a closing oral argument in lieu of a written brief.**
- ii) Awards shall be due within thirty (30) working days following the receipt of closing arguments. Any written decision from the arbitrator will be due within forty-five (45) calendar days of receipt of the parties' briefs or the close of oral argument, whichever is later. As a condition of appointment to the permanent panel, arbitrators shall be advised of this requirement and shall confirm their willingness to abide by these time limits.**
- iii) By the parties' mutual agreement, the arbitrator may issue a bench decision on the record stating the arbitrator's award and the reasons therefor.**

ARTICLE IV. GENERAL PROVISIONS

Section 1. Other Benefits and Provisions

All other provisions of **AgencyOCII**'s Personnel Policy in effect as of the effective date of this Agreement, which are not in conflict with any of the provisions of this Agreement, and all fringe benefits provided by provisions of the said Personnel Policy, shall be continued in effect for the life of this Agreement, subject only to such changes as may be approved by **AgencyOCII** after negotiations with the Union.

Section 2. Saving Clause

If any provision of this Agreement should be held invalid by operation of law or regulation by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any competent tribunal, the remainder of this Agreement shall not be affected thereby, and the parties hereto shall immediately enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

Section 3. Reservation Clause

Except to the extent that this Agreement contains any express and specific provision to the contrary, ~~the AgencyOCII~~ retains, in accordance with applicable law, all of its legal rights including but not limited to the direction of its work force, the consideration of the merits, necessity, or organization of any service or activity provided by ~~the AgencyOCII~~; the determination of its mission; the establishment of standards of services to be offered to the public; and the exercise of control and discretion over ~~the AgencyOCII~~'s organization and operations. ~~The AgencyOCII~~ may also relieve **AgencyOCII** employee from duty due to lack of work or funds, and may determine the methods means and personnel by which ~~the Agency's OCII's~~ operations are to be conducted. However, the exercise of such rights does not preclude the Union the right to meet and confer over the impact on the bargaining unit of changes affecting matters within the scope of representation.

~~REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO~~
~~OFFICE OF COMMUNITY INVESTMENT & INFRASTRUCTURE/SUCCESSOR AGENCY TO THE SAN FRANCISCO REDEVELOPMENT AGENCY~~

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO,
~~MANAGEMENT/SUPERVISORY UNIT~~

Tiffany Bohee
Executive Director

Alex Tonisson
Director of Field Services

Leo Levenson
Deputy Executive Director,
Finance and Administration

Ana Guzina
Research and Legal Specialist

James B. Morale
Interim General Counsel

Catherine Reilly
Chapter President

April Ward
Management Assistant III

Kevin Masuda
Bargaining Unit Negotiator

Jeff Sloan
Chief Negotiator

Pam Sims
Bargaining Unit Negotiator

Thurston Kaslofsky
Bargaining Unit Negotiator

Dated: _____

Dated: _____

APPENDIX A

CLASSIFICATIONS INCLUDED IN BARGAINING UNIT

Effective First Day of the First Full Pay Period Following **DATE OF RATIFICATION**

Classification		Bi-Weekly Salary	
		Step 1	Step 5*
Z	Accountant IV	\$3,575	\$4,345
Z	Accounting Supervisor	\$4,316	\$5,246
Z	Administrative Analyst	\$2,755	\$3,349
Z	Administrative Services Manager	\$3,897	\$4,737
Z	Architect	\$4,263	\$5,182
Z	Architectural Assistant	\$2,504	\$3,044
Z	Architectural Associate	\$3,344	\$4,065
Z	Architecture & Engineering Supervisor	\$4,935	\$5,999
Z	Assistant Development Specialist	\$3,212	\$3,904
Z	Assistant Project Manager	\$3,717	\$4,518
Z	Associate Civil Engineer	\$3,682	\$4,475
Z	Building/Construction Inspector II	\$3,196	\$3,885
Z	Building/Construction Specialist I	\$2,629	\$3,196
Z	Civil Engineer	\$4,263	\$5,182
Z	Construction Coordinator	\$3,523	\$4,282
Z	Contract Administration Specialist	\$3,717	\$4,518
Z	Contract and Fiscal Services Manager	\$4,629	\$5,627
Z	Contract Compliance Specialist II	\$3,120	\$3,792
Z	Contract Compliance Specialist III	\$4,087	\$4,968
Z	Contract Compliance Supervisor	\$4,316	\$5,246
Z	Deputy General Counsel**	\$5,268	\$6,403
Z	Development Services Manager	\$4,629	\$5,627
Z	Development Specialist	\$3,717	\$4,518
Z	Environmental Assessment Specialist	\$2,774	\$3,372
Z	Financial Systems Accountant	\$3,575	\$4,345
Z	Harbormaster	\$3,728	\$4,531
Z	Housing Construction Specialist	\$3,878	\$4,714
Z	Housing Program Manager	\$4,629	\$5,627
Z	Information Systems Supervisor	\$4,095	\$4,977
Z	Personnel Analyst	\$2,372	\$2,883
Z	Planning Supervisor	\$4,699	\$5,712
Z	Programmer Analyst	\$2,544	\$3,092
Z	Project Manager	\$3,952	\$4,804
Z	Property Management Supervisor	\$3,878	\$4,714
Z	Property Management Specialist	\$3,317	\$4,032

Classification		Bi-Weekly Salary	
		Step 1	Step 5*
Z	Public Affairs Officer	\$3,030	\$3,683
Z	Relocation Supervisor	\$2,498	\$3,036
Z	Senior Architect	\$4,269	\$5,189
Z	Senior Attorney	\$5,268	\$6,403
Z	Senior Civil Engineer	\$4,935	\$5,999
Z	Senior Development Specialist (Supervisory)	\$4,316	\$5,246
Z	Senior Development Specialist	\$3,999	\$4,861
Z	Senior Financial Analyst**	\$4,071	\$4,948
Z	Senior Landscape Architect	\$4,263	\$5,182
Z	Senior Personnel Analyst	\$3,356	\$4,079
Z	Senior Programmer Analyst	\$3,203	\$3,893
Z	Senior Project Manager	\$4,575	\$5,561
Z	Senior Project Manager, Supervisory	\$4,497	\$5,466
Z	Staff Associate III	\$3,212	\$3,904
Z	Staff Associate IV	\$3,717	\$4,518
Z	Staff Associate V	\$4,797	\$5,831
Z	Staff Associate VI	\$5,550	\$6,746
Z	Staff Attorney I	\$5,268	\$6,403
Z	Staff Attorney II	\$5,268	\$6,403

* 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 Article 2, Section 1.G (Extended Range).

** Pursuant to Section 3507.5 of the Meyers-Milias-Brown Act the employees in the Senior Financial Analyst and Deputy General Counsel classifications represented by Local 21 is designated as confidential. Such employee may serve on the Local 21 Board and represent him or herself, but shall not represent the bargaining unit or any employee of the bargaining unit on matters within the Local 21 scope of representation.

APPENDIX B FUNCTIONAL LINES

* Project Management Functional Line

Senior Project Manager (Mgmt/Sup Unit)
Project Manager (Mgmt/Sup Unit)
Assistant Project Manager (Pro/Tech Unit)

* Development Specialist Functional Line

Development Services Manager/Housing Manager (Mgmt/Sup Unit)
Sr. Development Specialist (Supervisor) (Pro/Tech Unit)
Sr. Development Specialist (Pro/Tech Unit)
Development Specialist (Pro/Tech Unit)
Assistant Development Specialist (Pro/Tech Unit)

* Attorney Functional Line

Deputy General Counsel (Mgmt/Sup Unit)
Senior Attorney (Pro/Tech Unit)
Attorney II (Pro/Tech Unit)
Attorney I (Pro/Tech Unit)

* Contract Compliance Functional Line

Contract and Fiscal Services Manager (Mgmt/Sup Unit)
Contract Compliance Supervisor (Mgmt/Sup Unit)
Contract Compliance Specialist III (Senior) (Pro/Tech Unit)
Contract Compliance Specialist II (Pro/Tech Unit)

* Staff Associates Functional Line

Staff Associate VI (Mgmt/Sup Unit)
Staff Associate V (Mgmt/Sup Unit)
Staff Associate IV (Pro/Tech Unit)
Staff Associate III (Pro/Tech Unit)

* Accounting Functional Line

Accounting Supervisor (Mgmt/Sup Unit)
Financial Systems Accountant (Pro/Tech Unit)

~~APPENDIX C~~

~~BOARD OF ADJUSTMENT GUIDELINES~~

~~The Board of Adjustment shall act an impartial panel and shall endeavor to reach a consensus on disposition of the matter in question. Each member of the Board of Adjustment shall be accorded one vote. The findings and final decision by a majority of the Board of Adjustment shall be made in writing.~~

~~The third member of the Board of Adjustment mutually selected by the Agency and Union shall serve as the chairperson and shall direct the proceedings of the Board, subject to the following considerations:~~

- ~~1. Parties to the dispute may be present at all stages of the proceedings.~~
- ~~2. Parties to the dispute may appear before the Board of Adjustment on their own behalf and may be represented by organizations or individuals of their own choosing.~~
- ~~3. Parties to the dispute shall be allowed to call witnesses and such witnesses, if in the employ of the Agency, shall be made available by the Agency without loss of compensation.~~
- ~~4. Witnesses shall be present only during the time that they are offering testimony. Observers to the proceedings will not be allowed.~~
- ~~5. The parties shall discuss and agree whether the proceedings will be recorded, the type of the recording that is appropriate and the payment of costs of such recording.~~
- ~~6. The moving party to the dispute shall bear the burden of first presenting and of establishing its case.~~
- ~~7. In those instances where the Agency is the moving party, it will provide in writing the reasons that form the basis for the action, as well as furnish to the grievant copies of all relevant written documentation.~~