

# **MEMORANDUM OF AGREEMENT**

**2019-2022**

**OFFICE OF COMMUNITY INVESTMENT  
AND INFRASTRUCTURE/ SUCCESSOR  
AGENCY TO THE SAN FRANCISCO  
REDEVELOPMENT AGENCY**

**And**

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

**AFL-CIO**

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## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter called "Agreement") is made by and between the 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")

### ARTICLE I. CONDITIONS OF AGREEMENT

#### Section 1. Term of Agreement

This Agreement is effective from July 1, 2019 and shall remain in full force and effect until June 30, 2022.

#### Section 2. Recognition

- A. This Agreement covers all employees in the classifications listed in Appendix "A" attached hereto and made a part hereof (the "Unit"). 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 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.
- C. It is recognized that changes may be necessary in job duties, titles and minimal requirements relating to any classification included within the Unit. 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 regarding material changes in class specifications to the extent required by law.
- D. OCII will advise the Union of any proposed new 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, 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 OCII determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Union, 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 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, 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

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 OCII to develop, in its members who are employees of OCII, a commitment to understanding and accomplishing OCII program objectives of maximum service to the public of the highest quality and efficiency.

#### Section 5. Union Membership

##### A. Membership

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

##### B. Dues Checkoff

###### Authorization for Deductions

1. OCII shall deduct from a represented employee's pay Union dues, fees, premiums for insurance programs, political action fund and other contributions, and any special membership assessments (collectively "contributions"), as established and as may be changed from time to time by the Union, upon submission by the Union of an employee's signed membership or other payroll deduction authorization form specifically authorizing those deductions. The Union shall submit the signed membership card or other authorization form to OCII, One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103. OCII shall have thirty (30) days following receipt of the form to begin the authorized deductions.
2. Except as otherwise provided in this section, each pay period, OCII shall remit all sums so deducted to the Union, together with a written statement of the names, employee numbers, classifications, departments, and amounts deducted.
3. When the Union determines to adjust the level of contributions, the Union shall provide written notice of the adjustment to OCII. OCII shall have thirty (30) days following receipt of the notice to implement the adjusted contribution level.
4. Except as otherwise provided in this section, OCII shall continue to deduct and remit contributions until it receives notice of revocation from the Union as provided in this section, or it receives an order from a court or administrative body directing OCII to discontinue the deduction for one or more employees.
5. An employee may revoke his or her membership or payroll deduction authorization by contacting the Union and complying with the following:

(a) for those employees who have signed a membership card or other authorization form which provides terms of revocation, the exclusive method of revocation is set by the card or other authorization form.

(b) for employees whose membership card or other authorization form does not provide terms of revocation, the member may revoke by submitting a written revocation to the Union during the thirty (30) day period immediately before the anniversary date on which the employee signed his or her form.

6. When the Union determines that a represented employee timely revokes his or her membership or dues authorization as provided above, the Union shall notify OCII in writing by U.S. mail within fourteen (14) days. OCII shall cease dues deductions within thirty (30) days of receiving the notice of revocation from the Union.
7. OCII shall not resolve disputes between the Union and represented employees concerning Union membership or contribution deductions, or provide advice to employees about such matters. OCII shall direct employees who have questions or concerns about Union contributions to the Union.
8. The Union shall be the custodian of records for employee membership and dues deduction forms, and will notify OCII of all new payroll deduction authorizations or revocations pursuant to paragraphs 1 and 4.
9. The Union shall indemnify, hold harmless, and defend OCII against any claim, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to OCII's compliance with this section. The Union shall be responsible for the defense of any claim within this provision, subject to the following: (i) OCII shall promptly give written notice of any claim to the Union, (ii) OCII shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that OCII shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates OCII in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of OCII, or agreeing to any injunctive relief or consent decree being entered against OCII, without the consent of OCII. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Union against OCII.

C. Stewards and Release Time

Union may designate two (2) stewards and shall notify OCII in writing of such designations. Union shall also notify OCII of the membership of the Executive Committee of the Union, including the Union President or his/her designee. With the prior approval of his or her manager, each steward and each Executive Committee



member shall be allowed reasonable time for the performance of Union duties during working hours without loss of pay, provided he or she notifies his or her manager of the general nature of these duties. Such approval shall not be unreasonably withheld.

D. Union Meetings

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

ARTICLE II. CONDITIONS OF EMPLOYMENT

Section 1. Salaries

OCII is committed to ensuring that the classifications and salaries of 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, OCII may from time to time conduct a comparability study to determine the appropriate OCII classifications, qualifications and salaries that are comparable to City classifications, qualifications and salaries.

A. Rates of Pay

Effective the first day of the first full pay period in July 2019, 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 11% 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 of July 2019: 3.00%
2. Effective December 28, 2019: 1.00%
3. Effective the first full pay period of July 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.
4. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.

5. Effective the first full pay period of July 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.
6. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.

B. 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.

C. 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 ten percent (10%) but does not exceed ten percent (10%) unless required by the salary steps of the promotive position the employee shall advance as provided in paragraphs B. and C. above.

D. "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.

E. 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 (14<sup>th</sup>) 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 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.

F. Extended Range

1. Subject to the requirements set forth in this section, the Executive Director may provide an extended salary range for employees in those classifications where there is no further in-unit promotive opportunity.
2. Subject to the requirements set forth in this section, the Executive Director may approve the placement of an incumbent employee at a rate of pay in an extended range based on consideration of whether the adjustment would serve one or more of the following purposes:
  - a. to address demonstrated recruitment or retention issues;
  - b. to compensate an employee exercising a special skill;
  - c. to compensate for a special project of limited duration; and/or
  - d. to recognize exemplary performance.
3. Subject to the requirements as set forth in this section, the Executive Director may select employees for temporary placement in an extended range. For example, employees may be temporarily placed in an extended range to compensate for assignment to a special project of limited duration; placement in an extended range would be granted for the duration of that special assignment only.
4. Placement in an extended salary range shall be assigned in increments of 2.5% above base pay (i.e., placement may be at 2.5%, 5.0% or 7.5% above base pay), set at the nearest existing salary grade, not to exceed 7.5% above base pay; provided, however, that the amount of the extended salary must be consistent with the duly-approved and publicly available pay schedule for the Successor Agency (i.e. Resolution Establishing Classifications of Positions and Compensation Schedules for the Successor Agency Staff).
5. Placement in extended salary ranges under this section shall occur only if adequate funds are available.
6. Employees placed in an extended range under this section shall not be eligible to receive additional pay under any of the following:
  - a. Acting Assignment Pay pursuant to Section 1. F of Article II of this Agreement; or

- b. Supervisory Differential Adjustment pursuant to OCII's Salary Resolution.
- 7. OCII and the Union agree to work cooperatively to ensure the success of this program. The parties agree that all incumbent employees may request placement in an extended range subject to the requirements of this Subsection G. Requests for placement in an extended range shall be submitted to the Human Resources Manager. The Human Resources Manager shall evaluate the request in light of the purposes described in subsection 2, above, giving due consideration to all factors relevant to those purposes, including but not limited to the employee's job performance and job-related knowledge, abilities or skills, as well as the length of time the employee has worked in the current classification. Within six (6) weeks of receiving the request, the Human Resources Manager shall make a recommendation to the Executive Director, who shall thereupon decide whether or not to grant the request for placement in an extended range.

Nothing herein shall be construed as limiting the authority of the Executive Director from applying the extended salary range in the absence of a request from an employee or prospective employee.

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

## 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 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. The employee also has the right to respond in writing with his or her

the area of strengths and/or needed improvement and shall rate the employee's performance. 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.

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 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, 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 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. 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 OCII prior to the end of the calendar year, reconciliation of vacation leave earned and taken to date of termination shall be made. If the employee owes OCII for unearned leave, the actual value of unearned leave shall be deducted from final pay. Leave time earned but unused at date of termination shall be added to final pay.

B. Holiday

1. Except as indicated below, all OCII offices shall be closed on the following days:

January 1<sup>st</sup>; the third Monday in January, the third Monday in February; the last Monday in May; July 4<sup>th</sup>; the first Monday in September; the second Monday in October, November 11<sup>th</sup>; December 25<sup>th</sup>.

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. Holidays that fall on a Sunday shall be observed on the subsequent Monday.
3. Holidays that fall on a Saturday shall be observed on the preceding Friday.
4. Employees shall be granted floating holidays as set forth below:

Five (5) floating days off forty (40) hours to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Floating Holidays received in one calendar year but not used shall be carried forward to the next succeeding calendar year. The maximum number of floating holidays carried forward to a succeeding calendar year shall not exceed the total number of floating holidays received in the previous calendar year, and at no time shall employees be able to accumulate more than 80 hours of floating holidays. No compensation of any kind shall be earned or granted for floating days off not taken.

C. 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. 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. 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. 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 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 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:
  - (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.

D. Family Medical Leave

Family Medical Leave shall be granted by OCII pursuant to the requirements of federal and state law. The terms of such leave shall be the minimum provided by these laws and upon application for such leave the employee will receive a description of the then-current legal requirements. In addition, any benefits provided to Permanent Employees with spouses by these laws shall be likewise provided to Permanent Employees with domestic partners.

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

E. 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.

Effective close of business June 30, 2012, the Employer Paid Member Contribution (EPMC) was discontinued. Employees shall contribute an additional 3.5% of wages, to offset the cost of pension contribution requirements established by CalPERS. Such contribution shall be on a pre-tax basis upon the effective date of a new CalPERS contract authorizing such treatment. The new contribution shall be implemented as follows:

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

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

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

F. Bereavement Leave

The following provision shall be set forth below:

- 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 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. OCII's contribution towards the health benefits coverage shall be at the level established for such employees by Section 22871 of the Public Employees' Retirement law. Effective January 1, 2019, these monthly contribution rates are as much as follows:

Employee only	\$ 734.00
Employee plus one	\$ 1,398.00
Employee plus two or more	\$ 1,788.00

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

Should OCII 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 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. OCII will pay 100% of the cost of the employee and dependent coverage for the selected dental plan through the term of this Agreement.
2. During the term of this Agreement, OCII will provide retiree-paid continuation of the Delta 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. 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 OCII will maintain the Cafeteria Plan (Section 125) for bargaining unit employees administered by Infinisource 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 1<sup>st</sup> effective date.

K. Joint Labor-Management Committee

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

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

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

L. Certificates, Licenses and Registrations

Any bargaining unit employee required by 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 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.

M. Group Life Insurance

OCII shall match the employee's contributions under OCII's Group Life Insurance Plan.

N. Reimbursement for Expenses

Each employee required to use his or her personal vehicle, or to incur other expenses, in the conduct of official OCII business shall be reimbursed for such use or expense in the same manner as established by 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.

O. “Me-Too” Clause for Benefits

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

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

Section 4. Education Development Program

OCII and Union encourage the professional development of employees and therefore agree to the plan and policy set forth below. 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 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, 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 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 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 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 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 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 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 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, 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, 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 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 OCII Commission subsequent to such discussion with or without the endorsement of the department head or the Executive Director.

K. Workplace Awareness

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

Section 5. Personnel Action

A. Hours

1. 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 OCII within the first hour of work unless prevented from doing so by circumstances beyond the employee's control.

2. Alternate Work Schedules

By mutual agreement 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 OCII Personnel Policy.

3. Telecommuting

OCII and the Union recognized that telecommuting programs represent good public policy. OCII shall maintain with guidelines based on, and no more restrictive than, the SFDHR Citywide Telecommuting Policy and Program ("Citywide Policy") in effect July 1, 2019 and as may be amended from time to time, which is available on the SFDHR. Under this program, an OCII employee who meets the eligibility criteria may apply for telecommuting privileges. Either a telecommuting employee or OCII may end a telecommuting arrangement at any

time. OCII, however, will not deny or terminate telecommuting arrangements for arbitrary or capricious reasons. OCII's telecommuting program is not subject to the grievance and arbitration procedures of this Agreement.

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 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 OCII. 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 OCII 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. OCII 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 OCII anticipates that layoffs will be necessary, 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 OCII will receive one (1) week of severance pay for each full year worked up to a maximum of twelve (12) weeks, in exchange for a release, in a form acceptable to OCII, signed by the employee of any and all claims arising out of the employee's separation from employment by layoff (including claims arising under this Agreement) that the employee may have against OCII, including any officer or employee thereof. An employee who accepts severance pay shall forfeit all rights to recall from layoff that are provided under this Agreement and in the Personnel Policy. The Union agrees not to pursue any grievance arising out of the layoff for an employee who accepts severance under this section. If an employee accepts severance pay, the employee shall enter into an agreement with OCII, in a form acceptable to OCII, to reimburse OCII for the full amount of the severance pay if the employee retires within two (2) years of accepting the severance pay, and thereafter, upon retirement within the two (2) year period, the employee shall reimburse the OCII for the full amount of the severance pay.

An employee reinstated and laid off again would be entitled to payment of severance pay an additional time only if he or she worked at least a year in between layoff periods and the amount of such pay would be determined solely by the length of the most recent OCII employment.

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. 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. 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, 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 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.

G. 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.

H. Subcontracting and Contracting Out

It is the preference of OCII and the Union to preserve work and job opportunities for Bargaining Unit employees. If OCII contemplates the contracting out of work normally performed by Bargaining Unit employees it shall notify the Union thirty (30) days prior to requesting proposals for such work. Upon request of the Union, OCII shall meet and confer to enable the Union to present alternatives to contracting or subcontracting, and shall make available for inspection any and all pertinent documentation relating to the service contemplated to be contracted out.

Prior to implementing any layoff, OCII shall reduce or eliminate any work performed by subcontractors and allow represented employees considered for a layoff to perform such work to the extent that said employee(s) reasonably possess, or with reasonable training

would possess, the skill and knowledge necessary to perform such work within the timelines established by OCII in its sole discretion.

I. OCII Regulations

1. OCII 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.

J. Strikes and Lockouts

During the life of this Agreement, OCII 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.

ARTICLE III. GRIEVANCE 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.

j. 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 OCII'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 OCII 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, OCII 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 OCII; 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 OCII's organization and operations. OCII may also relieve OCII employee from duty due to lack of work or funds, and may determine the methods means and personnel by which 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.

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



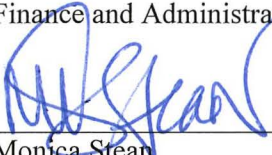
Nadia Sesay  
Executive Director



James B. Morales  
Agency General Counsel



Bree Mawhorter  
Deputy Executive Director,  
Finance and Administration



Monica Stean  
Human Resources/Administrative Services  
Manager



April Ward  
Principal Personnel Analyst

7/30/19

Dated:

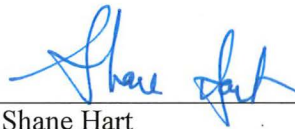
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL  
ENGINEERS, LOCAL 21, AFL-CIO



Peter Saltzman  
Chief Negotiator



Jane Suskin  
Chapter President



Shane Hart  
Chapter Vice President  
Bargaining Unit Negotiator



Elizabeth Colomello  
Bargaining Unit Negotiator



Maria Pecot  
Bargaining Unit Negotiator

7/25/19

Dated:

## APPENDIX A

### CLASSIFICATIONS INCLUDED IN BARGAINING UNIT

Effective First Day of the First Full Pay Period in July 2019

Classification		Bi-Weekly Salary	
		Step 1	Step 5*
Z	Accountant IV	\$4164	\$45062
Z	Accounting Supervisor	\$5027	\$6111
Z	Administrative Analyst	\$3205	\$3896
Z	Administrative Services Manager	\$5027	\$6111
Z	Architect	\$4966	\$6036
Z	Architectural Assistant	\$2916	\$3544
Z	Architectural Associate	\$4285	\$5208
Z	Architecture & Engineering Supervisor	\$5749	\$6989
Z	Assistant Development Specialist	\$3742	\$4548
Z	Assistant Project Manager	\$4331	\$5265
Z	Associate Civil Engineer	\$4289	\$5213
Z	Building/Construction Inspector II	\$3722	\$4525
Z	Building/Construction Specialist I	\$3063	\$3723
Z	Civil Engineer	\$4966	\$6036
Z	Construction Coordinator	\$4105	\$4989
Z	Contract Administration Specialist	\$4331	\$5265
Z	Contract and Fiscal Services Manager	\$5392	\$6554
Z	Contract Compliance Specialist II	\$3636	\$4419
Z	Contract Compliance Specialist III	\$4762	\$5788
Z	Contract Compliance Supervisor	\$5027	\$6111
Z	Deputy General Counsel**	\$6137	\$7459
Z	Development Services Manager	\$5392	\$6554
Z	Development Specialist	\$4331	\$5265
Z	Environmental Assessment Specialist	\$3887	\$4724
Z	Financial Systems Accountant	\$4164	\$5062
Z	Harbormaster	\$4342	\$5278
Z	Housing Construction Specialist	\$4603	\$5595
Z	Housing Program Manager	\$5392	\$6554
Z	Information Systems Supervisor	\$5069	\$6046
Z	Personnel Analyst	\$2763	\$3359
Z	Planning Supervisor	\$5473	\$6653
Z	Principle Personnel Analyst	\$4631	\$5629
Z	Programmer Analyst	\$2963	\$3602
Z	Project Manager	\$4603	\$5595



Classification		Bi-Weekly Salary	
		Step 1	Step 5*
Z	Property Management Supervisor	\$4460	\$5421
Z	Property Management Specialist	\$3864	\$4696
Z	Public Affairs Officer	\$3530	\$4291
Z	Relocation Supervisor	\$2910	\$3537
Z	Senior Architect	\$4974	\$6046
Z	Senior Attorney	\$6137	\$7459
Z	Senior Civil Engineer	\$5749	\$6989
Z	Senior Development Specialist (Supervisory)	\$5027	\$6111
Z	Senior Development Specialist	\$4659	\$5663
Z	Senior Financial Analyst**	\$4742	\$5764
Z	Senior Landscape Architect	\$4966	\$6036
Z	Senior Personnel Analyst	\$3910	\$4752
Z	(A) Senior Programmer Analyst	\$3732	\$4536
Z	(B) Senior Programmer Analyst	\$3599	\$4374
Z	Senior Project Manager	\$5329	\$6478
Z	Senior Project Manager, Supervisory	\$6457	\$7849
Z	Staff Associate III	\$3742	\$4548
Z	Staff Associate IV	\$4331	\$5265
Z	(A) Staff Associate V	\$6469	\$6792
Z	(B) Staff Associate V	\$4603	\$5595
Z	Staff Associate VI	\$5329	\$9169
Z	Staff Attorney I	\$6137	\$7459
Z	Staff Attorney II	\$6137	\$7459

\* 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  
Project Manager  
Assistant Project Manager

**\* Development Specialist Functional Line**

Development Services Manager/Housing Manager  
Sr. Development Specialist (Supervisor)  
Sr. Development Specialist  
Development Specialist  
Assistant Development Specialist

**\* Attorney Functional Line**

Deputy General Counsel  
Senior Attorney  
Attorney II  
Attorney I

**\* Contract Compliance Functional Line**

Contract and Fiscal Services Manager  
Contract Compliance Supervisor  
Contract Compliance Specialist III (Senior)  
Contract Compliance Specialist II

**\* Staff Associates Functional Line**

Staff Associate VI  
Staff Associate V  
Staff Associate IV  
Staff Associate III

**\* Accounting Functional Line**

Accounting Supervisor  
Financial Systems Accountant

**\* Engineering Functional Line**

Construction Coordinator  
Senior Civil Engineer  
Civil Engineer  
Building/Construction Inspector II  
Building/Construction Inspector I  
Associate Civil Engineer

\* Architecture Functional Line

Senior Architect  
Architect  
Architectural Associate  
Architectural Assistant

\* Landscape Architecture Functional Line

Senior Landscape Architect

\* Data Processing Functional Line

Senior Programmer Analyst

\* Administrative Functional Line

Principal Personnel Analyst  
Senior Personnel Analyst  
Personnel Analyst