

**CITY OF OAKLAND**  
**AGENDA REPORT**

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2009 MAR 26 PM 5:12

**TO:** Office of the City Administrator  
**ATTN:** Dan Lindheim  
**FROM:** Office of Personnel Resource Management  
**DATE:** April 7, 2009

**RE: Report and Ordinance Amending the Salary Schedule of Ordinance No. 12187 C.M.S. (The Salary Ordinance) To Add the Permanent Full Time Equivalent Classification of Construction Coordinator**

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**SUMMARY**

Staff has prepared an ordinance amending the Salary Schedule of Ordinance No. 12187 C.M.S. (The Salary Ordinance) to add the permanent full time equivalent (FTE) classification of Construction Coordinator. This class is being created as the result of a negotiated settlement agreement between the City and Service Employees International Union, Local 1021 (formerly 790) (*Attachment A*). This new classification was approved by the Civil Service Board at its special meeting of January 29, 2009.

**FISCAL IMPACT**

The proposed new classification will affect six current employees for a base pay rate increase of \$44,868.60 annually to the Community & Economic Development Agency (CEDA) in the Sewer Service Fund (3100), Construction Management & Material Testing Organization (88332), civilian salary and benefits accounts. Since the action is retroactive to the date of the initial settlement, there is an additional one-time cost of \$11,426.13 for retroactive pay. These increased costs have been anticipated by CEDA and are included in their budget proposal for the next budget cycle. Costs for this year will be drawn from current salary savings derived from three Senior Construction Inspector vacancies.

**BACKGROUND**

A group of Senior Construction Inspectors, formerly housed in the Public Works Agency, now assigned to Community and Economic Development Agency (CEDA), requested a classification study because they believed that they were performing out-of-class duties. The basis for their claim was that multiple classifications were charged by management to perform the same work, but were compensated at different levels. Although the initial classification study performed by the Office of Personnel and Resource Management (OPRM) did not find that a revision to the classification was warranted, the employees filed a grievance and the issue was later resolved by a settlement agreement between the City and the affected employees. The terms of the agreement specified the establishment of a new classification titled Construction Coordinator. The new classification captures the duties being performed by these individuals and compensates them at a higher level.

Item: \_\_\_\_\_  
Finance & Management Committee  
April 7, 2009

The initial grievance was brought forward in 2007 and the preliminary settlement agreement was reached in October 2007. Following is a timeline of the process to date:

- October 2007 - preliminary settlement agreement negotiated
- January 2008 - agreement signed
- February to July 2008 – OPRM worked with the Sr. Construction Inspectors to establish the new classification of Construction Coordinator
- July 2008 – new classification specifications sent to SEIU 1021 for review
- July to December 2008 – OPRM followed up with the union monthly until specifications could be finalized for presentation to the Civil Service Board
- January 2009 – Civil Service Board approved new classification at a special meeting on January 29, 2009

### **KEY ISSUES AND IMPACTS**

The new Construction Coordinator classification will be responsible for construction inspection and contract administration work on major construction projects. This class differs from related classifications in that incumbents are not engineers but have comparable authority to make adjustments to change orders and contracts. Establishing this classification will finalize the implementation of the settlement agreement and ensure that these employees are compensated equitably for their assigned duties.

Five of the affected employees are currently at Step 5 in the salary scale for the *Construction Inspector, Senior* classification and have been receiving Acting Higher Class (HC6) pay at the 6% rate until the new classification could be fully implemented. When the employees are moved to Step 5 of the new classification, their pay will be increased by \$2.06 per hour (\$4284.80 per year) above their current rate of pay. The sixth employee who was a part of the settlement was promoted to Construction Inspection Supervisor, effective January 28, 2009.

### **POLICY DESCRIPTION**

Ordinance No. 12187 C.M.S. establishes salaries and other terms and conditions of City employment, including the classification of positions. Amendments to the Ordinance, including changes to the salary schedule, are required periodically to keep the Salary Ordinance current.

A copy of the classification specification for this new classification is included as ***Attachment B***.

**SUSTAINABLE OPPORTUNITIES**

**Economic:** Creation of the new classifications provides additional employment opportunities in the City organization.

**Environmental:** No environmental opportunities have been identified.

**Social Equity:** Current employees and employees hired in future recruitment efforts reflect the diversity of Oakland residents.

**DISABILITY AND SENIOR CITIZEN ACCESS**

This classification is responsible, in part, for the approval of structural compliance with the Americans with Disabilities and the Older Americans Acts.

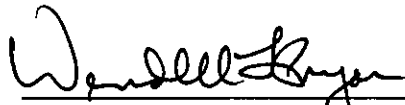
**RECOMMENDATION(S) AND RATIONALE**

This amendment to the Salary Ordinance is required to implement the settlement agreement that resulted in establishing this classification. Staff recommends that Council accept this report and approve the accompanying Ordinance.

**ACTION REQUESTED OF THE CITY COUNCIL**

Staff requests that the City Council approve the proposed ordinance to effect changes necessary to update and maintain the classification system for the City of Oakland.

Respectfully submitted,

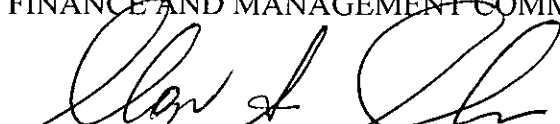


Wendell L. Pryor, Director  
Office of Personnel Resource Management

Prepared by:  
D. Jacquelyn Edwards, Principal HR Analyst  
Recruitment & Classification Division, OPRM

Attachments: A, B

APPROVED AND FORWARDED TO THE  
FINANCE AND MANAGEMENT COMMITTEE:



Office of the City Administrator

Item: \_\_\_\_\_  
Finance & Management Committee  
April 7, 2009

SETTLEMENT AGREEMENT AND RELEASE

AGREEMENT BETWEEN THE CITY OF OAKLAND AND SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 790 ("LOCAL 790")

This agreement is made this 18th day of October 2007, by and between the City of Oakland (hereinafter "City"), Faustino Jun Osalbo, Gary L. Pilecki, Joseluis Gonzalez, Joseph Tanius, Wai K. Wong, and Julius M. Kale (hereafter "Senior Construction Inspectors" or "Employees") and SEIU Local 790 (hereinafter "Union"). The City Auditor, City Administrator, and the Mayor are included with the "City."

RECITALS

The City and the Union have been engaged in ongoing discussions regarding the grievance of the Senior Construction Inspectors dated September 13, 2006, which alleges that the employees were performing job duties outside of their classification. The parties have reached agreement regarding all matters within the scope of representation pursuant to California Government Code Section 3500, et seq. as set forth herein.

AGREEMENT

1. The City agrees to compensate the Senior Construction Inspectors for the period of July 30, 2004 through October 19, 2007 for the performance of their out-of-class duties at the rate of six percent (6%) of each of their base wages. The City further agrees to establish a new classification titled "Construction Coordinator" that became effective October 20, 2007. The new classification of "Construction Coordinator" will be paid at the same annual rate as the classification of "Assistant Engineer II" which currently ranges from \$71,079.12 (seventy one thousand seventy-nine dollars and twelve cents) to \$87,264.96 (eighty seven thousand two hundred sixty-four dollars and ninety-six cents). This salary is based on a 40-hour work week, which translates to \$34.17 (thirty four dollars and seventeen cents) per hour at Step 1 to \$41.95 (forty-one dollars and ninety-five cents) per hour at Step 5. The new classification is subject to approval by the union, the Civil Service Board, and the City Council Salary Ordinance approval processes.
2. The Senior Construction Inspectors agree to withdraw and do hereby withdraw with prejudice, their September 13, 2006, grievance related to this matter.
3. This agreement does not establish precedent, nor does it interpret any employee rights under any applicable policies and procedures of the City of Oakland.
4. This settlement contains the entire agreement between the parties with respect to the Senior Construction Inspectors grievance and this agreement supersedes all prior or contemporaneous agreements, representations or understandings with respect to the subject matter of the grievance. In entering into this agreement, none of the Senior Construction Inspectors have relied on any representation made by the City or its elected officials or any other representative or agent of the City, except as expressly set forth in

this agreement. The agreement may not be modified, altered, or changed except in writing, signed by all parties. If any part of this agreement is determined to be invalid, unlawful or unenforceable, that part shall not be deemed to be part of this agreement. The Senior Construction Inspectors acknowledge that they have reviewed the terms of this agreement with their union representative. They further acknowledge that they have executed this Agreement freely, knowingly and voluntarily, with a full understanding of its terms, after independent investigation, and without fraud, duress or undue influence.

5. In consideration for payment and establishment of the new classification set forth in Paragraph 1, above, the Senior Construction Inspectors agree to release and forever discharge the City from all actions, causes of action, debts, sums of money, accounts, covenants, contracts, agreements, promises, damages, judgments, claims, and demands, known or unknown, suspected or unsuspected, that Employee or his heirs, executors, administrators, successors, and assigns ever had, now have, or hereafter can, will or may have, based upon any matter, cause or thing whatsoever which may have arisen before the date of Employee's execution of this Agreement.

6. The Senior Construction Inspectors represent and warrant that they will never initiate, or in any way prosecute or cause to be prosecuted any claim or suit arising out of their employment with the City, up to the date of execution of this Agreement, against the City, its agencies, departments, management staff, employees, agents, Mayor, City Council, Councilmembers, their successors and assigns.

7. Employees expressly acknowledge that they are familiar with the provisions of Section 1542 of the California Civil Code. That Section reads as follows:

"1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known to him must have materially affected his settlement with the debtor."

Employees are aware of this code section and expressly waive any rights they may have arising out of it, as well as under any statutes or common law principles that have a similar effect.

8. The release and waiver set forth above is intended to cover any and all claims which Employees may have against the City and/or its elected officials, agencies, departments, management staff, employees or agents, Council, Council members, their successors and assigns, which arise out of their employment up to the date of their execution of this Agreement, including but not limited to claims arising from racial discrimination, national origin discrimination, gender discrimination, disability discrimination, age discrimination, or denial of medical leave as well as any and all claims, rights, demands and causes of action arising in contract, whether express or implied, tort, or under common law theories, or any covenants of good faith and fair dealing, or under any federal, state or municipal statute, executive order, regulation or

ordinance, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, and discrimination on bases prohibited by the federal Constitution, California Constitution, state or federal statutes, including Sections 1981, 1983 and 1985, and causes of action arising under municipal ordinance.

9. Employees understand that City believes that it has acted properly and not unlawfully in any respect with regard to their employment by the City. Nothing in this Agreement is intended to be nor will it be alleged to constitute evidence of or be an admission by the City or its elected officials, agencies, departments, management staff, employees, agents, Council, Councilmembers, City Administrator or their successors or assigns, except as may be necessary to prove the terms of this Agreement or to enforce the same.

10. The parties agree to arbitrate any dispute arising under this Agreement, or the terms or enforcement of this Agreement. The arbitration shall be conducted under the Employment Dispute Resolution Rules of the American Arbitration Association. The prevailing party in any arbitration pursuant to this paragraph shall be entitled to recover its reasonable attorney's fees and costs.

11. EMPLOYEES EXPRESSLY ACKNOWLEDGE, REPRESENT, AND WARRANT THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND THE TERMS, CONDITIONS, AND SIGNIFICANCE OF THIS AGREEMENT, HAVE CONSULTED WITH THE REPRESENTATIVE OF THEIR CHOICE BEFORE SIGNING IT, AND HAVE SIGNED IT VOLUNTARILY AND KNOWINGLY. EMPLOYEES UNDERSTAND THEY ARE WAIVING LEGAL RIGHTS BY SIGNING THIS AGREEMENT.

Date: 1-24-08

Deborah Edgerly  
Deborah Edgerly  
City Administrator  
For the City of Oakland

Date: 1/23/08

LARRY HENDER  
~~Bradley Walters~~ LARRY HENDER  
Representative  
For SEIU, Local 790 / SEU 102

Date: 1-23-08

Jamie Pritchett  
Jamie Pritchett  
Principal HR Analyst  
For the City of Oakland

Date: 1-18-08

Faustino Jun Osalbo Jr  
Faustino Jun Osalbo  
Grievant

ATTACHMENT A

Date: 1/18/08

Gary L. Pfecki  
Gary L. Pfecki  
Grievant

Date: JANUARY 18, 2008

Joseph Gonzalez  
Joseph Gonzalez  
Grievant

Date: 1/18/2008

Joseph Tanios  
Joseph Tanios  
Grievant

Date: 1/18/08

Wai K. Wong  
Wai K. Wong  
Grievant

Date: JANUARY 18<sup>th</sup> 2008

Julius M. Kale  
Julius M. Kale  
Grievant

Approved as to form:

Jennifer A. Chin  
Jennifer A. Chin,  
Deputy City Attorney



## **CONSTRUCTION COORDINATOR**

**Class Code: SC251 FTE Rep Unit: TF1 CSB Status: CC**

### **DEFINITION**

Under general supervision in the Community & Economic Development Agency. This position inspects and ensures compliance with City standards, codes, plans, and specifications utilized in construction of increasingly complex major public works projects, main-line sewers, roadways, and buildings and/or in construction of site improvements and grading of private construction projects; manages construction contracts; negotiates contract order changes; monitors construction budgets and schedules; reviews and approves progress payments; ensures timelines are met; performs inspections for the Capital Improvement Program; resolves construction claims; and performs related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS**

This is an advanced journey level classification responsible for construction inspection and contract administration work. The incumbent performs construction management and inspection of major construction projects. Work is performed in the office, field, and survey materials testing lab. This class differs from the Construction Inspector, Senior, because Construction Coordinator incumbents manage and inspect the City's major Capital Improvement Project (CIP) construction contracts on complex infrastructure and facilities projects; incumbents in the other classification have little or no authority to make adjustments to change orders and contracts and are primarily responsible for inspecting the work performed on projects.

Receives general supervision from the Civil Engineer, Supervising, Construction Supervisor II or other supervisory staff. May provide technical direction and training to the Construction Inspectors or other personnel.

### **EXAMPLES OF DUTIES** - *Duties may include, but are not limited to the following:*

Review and monitor construction contracts for the City's Capital Improvement Program such as roadways, buildings, traffic signals, street lighting, streets, sidewalks, sewers, streetscapes, landscaping, and parks for compliance with plans, specifications, project schedules, and budgets.

Perform constructability review of capital improvement projects.

Coordinate City inspections, final walk-through, field surveying, materials testing, and special inspections; Issue Notice to Proceed and Notice of Completion; review and route submittals, Requests for Substitutions, and Requests for Information (RFI); evaluate contractor's work performance.

Review and respond to construction claims; interpret construction documents and hold claim resolution meetings.



Perform detailed field inspections of methods and materials used in the construction of projects for compliance of plans, specifications, and governing codes.

Respond to and resolve complaints from the public relating to assigned projects, streets, sidewalks, etc.

Make field determinations of scope and method of work to be performed; authorize field changes to plans when required.

Conduct field sampling and testing of construction materials. Direct lab testing operations, analyze and interpret lab test results, and write test reports. Approve materials for use on construction projects.

Direct, monitor, inspect, accept, and ensure payment for the work performed on public works projects.

Coordinate project work with contractors, public utilities, engineers, the public, and other City departments; identify alternative construction methods and materials.

Prepare daily reports, weekly statements, meeting minutes, Contract Change Orders, field orders, Notices of non-compliance, and other written communications with contractors; prepare technical reports, letters, and contract change orders; prepare reports for City Council.

Schedule and conduct meetings; maintain project schedule.

Coordinate, assign, review, and direct the work of Construction Inspectors; direct assigned personnel; conduct on-the-job training.

Maintain construction project files, submittal log, RFI log, Proposal Request log, and change order log; organize and maintain comprehensive written and pictorial records of work performed.

Operate a motor vehicle in the performance of assigned duties.

### **QUALIFICATIONS**

Knowledge of principles of construction, engineering practices, and construction management.

Knowledge of construction claims analysis and critical path schedule analysis.

Knowledge of federal, state and local construction codes, safety laws, ordinances, regulations, standard plans and specifications, State construction manuals, and other related construction regulations including California Public Construction Contract Laws.

Knowledge of contract administration, cost controls, budget monitoring, and negotiating

change orders.

Knowledge of construction methods, procedures, and equipment used for underground construction, roadway construction, and site development.

Knowledge of construction and installation of erosion control measures.

Knowledge of construction materials such as rock, concrete, asphalt, masonry, timber, and storm and sewer pipe materials and fittings.

Knowledge of construction materials testing procedures and specifications.

Knowledge of safe work practices.

Knowledge of principles and techniques of supervision and inspection.

Ability to read, understand, and interpret complex construction plans and specifications.

Ability to inspect and analyze complex construction to ensure compliance with plans and specifications.

Ability to oversee, train, assign, and review the work of Construction Inspectors and assigned personnel.

Ability to conduct field sampling and testing; perform lab testing; analyze test results; and make written reports on construction materials.

Ability to administer complex construction contracts, monitor budgets, control costs, and negotiate change orders.

Ability to conduct meetings and take comprehensive notes.

Ability to communicate effectively both orally and in writing.

Ability to maintain daily records and logs.

Ability to lift or move up to 50 lbs, climb ladders, work in a limited space, and walk on steep and uneven terrain.

Ability to operate a vehicle.

Ability to establish and maintain effective working relationship with contractors, city personnel and public in the performance of required duties.

**EDUCATION AND EXPERIENCE**

*Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable.*

**Education:**

Equivalent to the completion of the twelfth grade with two years of college course work in construction or engineering or a closely related field. Two years of experience comparable to Construction Inspector, Senior, in the City of Oakland may be substituted for one year of college course work.

**Experience:**

Five years of experience comparable to Construction Inspector, Senior, in the City of Oakland including contract administration experience.

**OR**

**Education & Experience:**

Two years of college course work in engineering or construction management and two years experience in Capital Improvement Projects construction inspection.

**OR**

Five years experience in construction inspection of which two years must be in Capital Improvement Projects construction inspection with the equivalent of completion of the twelfth grade.

**OR**

An acceptable combination.

**LICENSE OR CERTIFICATE**

Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

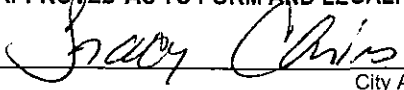
Civil Service Board (established) #: JP  
Date approved/Exempt: 1/29/09 CSB#: 44525  
Retitled: [date] (previous title: \_\_) CSB#: Analyst:  
Date revised: CSB#: Analyst:  
Date reviewed: Analyst:

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

APPROVED AS TO FORM AND LEGALITY

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_

2009 MAR 26 PM 5:12

  
City Attorney

## OAKLAND CITY COUNCIL

ORDINANCE NO. \_\_\_\_\_ C.M.S.

AN ORDINANCE AMENDING THE SALARY SCHEDULE OF  
ORDINANCE NO. 12187 C.M.S. (THE SALARY ORDINANCE)  
TO ADD THE PERMANENT FULL TIME EQUIVALENT  
CLASSIFICATION CONSTRUCTION COORDINATOR

### THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1. Effective, October 20, 2007, the following classification is added in Ordinance No. 12187  
C.M.S. in the Unit TF1.80.0002 Pay Grade Table to read as follows:

<u>Classification Name</u>	<u>Class No.</u>	<u>Pay Steps/Range</u>
Construction Coordinator	SC251 – FTE	1 5,923.26
		2 6,235.58
		3 6,562.97
		4 6,908.47
		5 7,272.08

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

### PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT BRUNNER

NOES-

ABSENT-

ABSTENTION-

ATTEST: \_\_\_\_\_

LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California

DATE OF ATTESTATION: \_\_\_\_\_

**AN ORDINANCE AMENDING THE SALARY SCHEDULE OF ORDINANCE  
NO. 12187 C.M.S. (THE SALARY ORDINANCE) TO ADD THE PERMANENT  
FULL TIME EQUIVALENT CLASSIFICATION CONSTRUCTION  
COORDINATOR**

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**Digest**

An Ordinance Amending The Salary Schedule Of Ordinance No. 12187 C.M.S. (The Salary Ordinance)  
To Add The Permanent Full Time Equivalent Classification Construction Coordinator

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