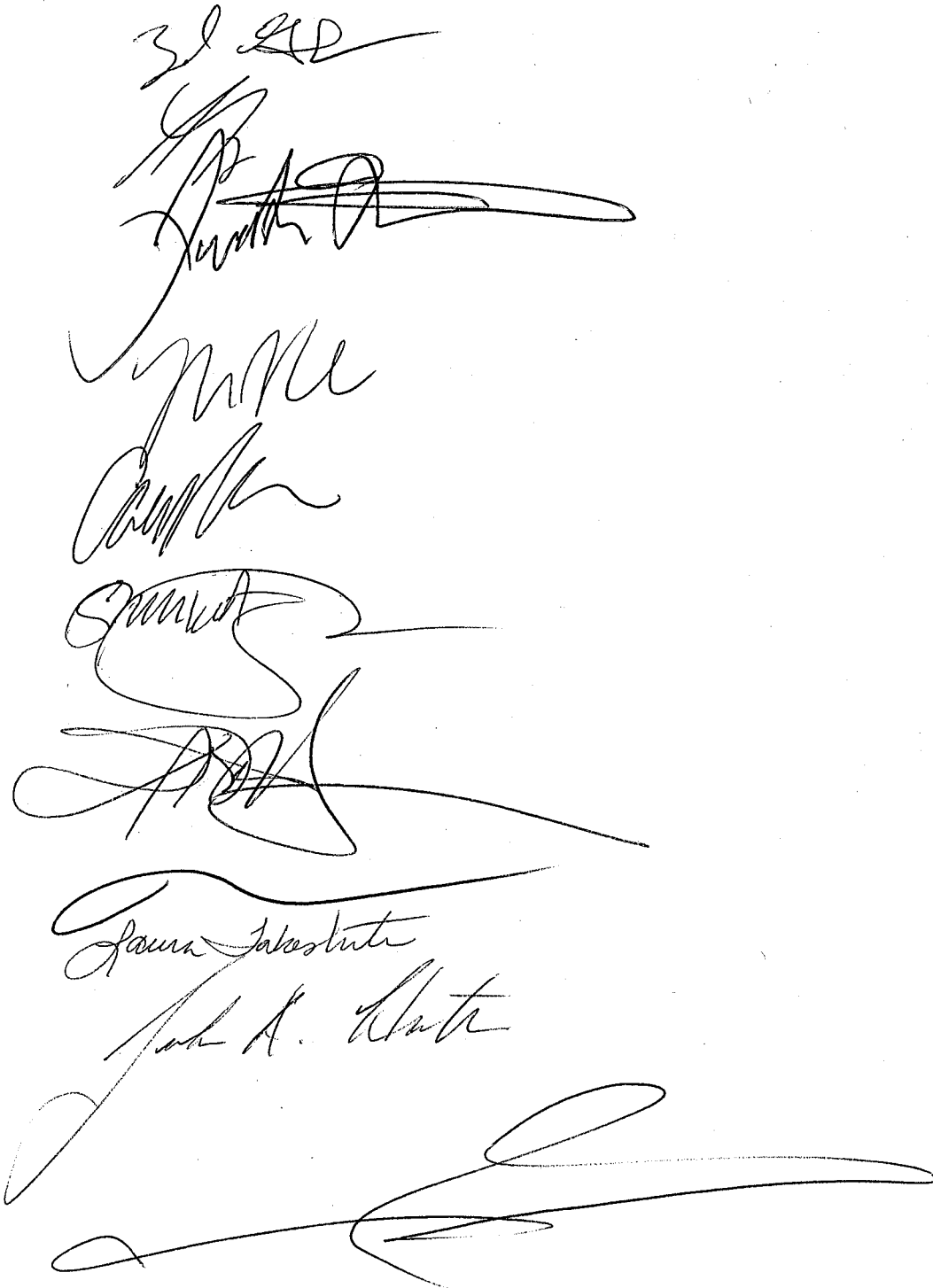


1. Term of the Agreement: July 1, 2019 to June 30, 2021
2. Wages:
  - a. First full pay period following July 1, 2019: 1%  
[To be eligible, a unit member must be a current employee in an active status upon City Council adoption of the 2019-2021 MOU.]
  - b. First full pay period following City Council adoption. However, if Local 21 members ratify the recommended tentative agreement by October 31, 2019, this wage increase is effective the first full pay period following November 1, 2019: 1%  
[To be eligible, a unit member must be a current employee in an active status upon City Council adoption of the 2019-2021 MOU.]
  - c. First full pay period following January 1, 2020: 1%  
[To be eligible, a unit member must be a current employee in an active status on January 1, 2020.]
  - d. First full pay period following July 1, 2020: 2%  
[To be eligible, a unit member must be a current employee in an active status on July 1, 2020.]
  - e. First full pay period following January 1, 2021: 1%  
[To be eligible, a unit member must be a current employee in an active status on January 1, 2021.]
3. Constructive Receipt: City's mediation LBFOs on constructive receipt (10/04/2019)
  - a. Vacation – City LBFO on 10/04/19. Add negotiated hardship exception.
  - b. Sick Leave – Prior tax year pre-election (consistent with Vacation) and negotiated hardship exception.
  - c. Compensatory Leave Time Cash Out (Article 9.13 Accrual Cash Out Upon Transfer) – “City makes no representation as to the tax consequences of an employee cashing out accrued leave. It is the employee’s sole responsibility to address the tax consequences.”
  - d. Effective December 1, 2020 for sell backs in calendar year 2021.
4. Traumatic Incident Leave: City's Fact Finding LBFO (10/04/2019)
5. Baby Bonding: City's Fact Finding LBFO (10/04/2019)
6. Union Security and New Employee Orientation: As agreed to October 21, 2019

IFPTE, Local 21  
Tentative Agreement  
10/21/2019, 8:15 p.m.

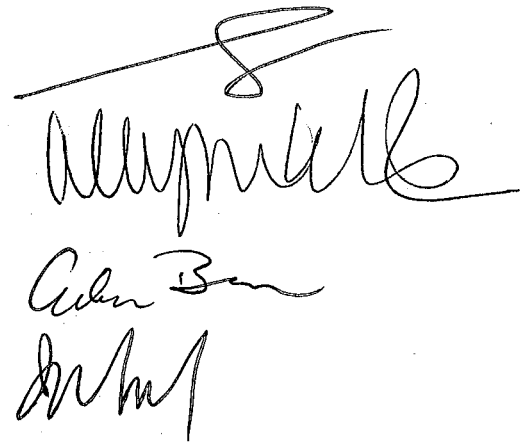
7. Premium Pay Reported to CalPERS: City drops its proposal in mediation and will send clarifying correspondence to the Union.
8. The City and Union agree to include all tentative agreements reached by the parties as of June 12, 2019
9. The Union and City agree to withdraw all other proposals and counter-proposals.

Union Signatories



A collection of handwritten signatures for the Union Signatories, including names like "John A. White" and "Laura Sabatini".

City Signatories



A collection of handwritten signatures for the City Signatories, including names like "Allen B..." and "John A...".

City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – Article 2.1 Discrimination Prohibited

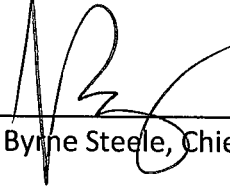
2.1 Discrimination Prohibited

The City and Union agree that they shall not discriminate against any represented employee in any way on account of race, color, creed, religion, sex (~~pregnancy or gender~~), sexual orientation, **gender expression**, gender identity, **pregnancy (including childbirth, breastfeeding, and related medical conditions)**, national origin (**including language and accent**), ancestry, **immigration status, citizenship status**, political affiliation, disability (mental and physical), ~~including HIV and AIDS~~, medical condition (**including cancer, HIV, and AIDS/genetic characteristics**), **genetic information**, age (40 and above), military or veteran status, or marital status as provided by applicable federal, state or local law. The City agrees that no employee shall be discriminated against because of Union membership, or protected union activity.

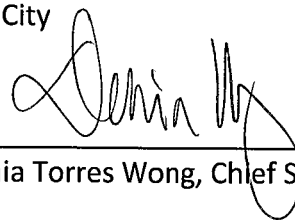
Date: 3/20/19

Date: 3/20/19

For IFPTE, Local 21:

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

For City

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – 4.2 Union Representatives

4.2 Union Representatives

This section shall not apply to Units TM1 and U41; this subject matter is addressed in Article 18 for represented employees in these units.

The Union may select a reasonable number of Stewards from within each geographic work location, and shall provide the City with an accurate list of the same on or about each January 1 and July 1.

A Steward or Union Officer may represent a represented employee at the appropriate step of the grievance procedure concerning a dispute of the represented employee's rights under the terms of this Agreement. A Steward or Union Officer shall have the right, upon the request of the represented employee involved, to represent such employee in a review of the represented employee's performance evaluation. Such right of representation does not include the initial discussion between the represented employee and the supervisor who prepared the evaluation, but it is clearly understood that each represented employee has the right thereafter to request a performance evaluation review with Union representation. A Steward or Union Officer shall also have the right, upon the request of the represented employee involved, to represent such employee at a disciplinary "Skelly" meeting. The City shall include in the Notice of Intent letter that the represented employee has a right to request union representation or other representation of his/her choice at the Skelly hearing.

4.2.1 Release Time

A Steward or a Union Officer shall be granted reasonable time off without loss of pay or benefits for the purpose specified in this Section **which includes investigations, hearings, or meetings with management regarding grievances** ~~Release time may also be used by a Steward or Union Officer to discuss an issue with a manager or supervisor prior to it becoming a grievance in order to mutually resolve conflicts. Release time will be granted or resolving potential grievances~~ with the approval of the department head or designated representative. Time off shall include travel time, time to confer with and time to represent an aggrieved employee. The parties recognize that performance of the Steward's or Officer's job duties come first.

Release time affects the operations of the employee(s)' departments. Therefore, prior notice is required to ensure the City can approve the request. Appropriate notice is a minimum of 72 (seventy-two) hours, whenever possible.

For a union Steward or other union representative or subject matter expert to attend a department grievance meeting, the request for release time is to be submitted in writing to the employee's immediate supervisor.

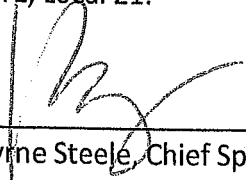
City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – 4.2 Union Representatives

Requests for release time shall be made to Employee Relations for city-wide matters including arbitrations, meet and confers and other labor related matters.

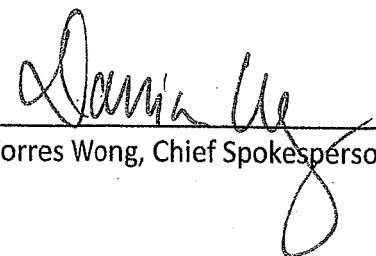
Date: 4/24/19

Date: 4/24/19

For IFPTE, Local 21:

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

For City

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

Tentative Agreement

**CP #029 Union Security**

**City Proposal # 29**

**4.12.1 Dues Deductions**

[Replace with the following]

- 4.12.1.1 A member of a covered unit may at any time execute a payroll deduction authorization form or forms (“Deduction Authorization Form”) as furnished by the Union.
- 4.12.1.2 The Union will be the custodian of records for such Deduction Authorization Forms and will provide the City by email with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made (“Certification”). The Union shall not be required to provide the City a copy of the member’s Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.
- 4.12.1.3 The City shall begin deductions in the amount prescribed by the Union in the first full payroll period after receipt of written Certification from the Union. The employer shall transmit such payments to the Union no later than thirty (30) days after the deduction from the member’s earnings occurs.
- 4.12.1.4 Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form and/or Union membership card. The City shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Union.
- ~~4.12.1.5 The City shall distribute Union prepared Deduction Authorization Forms to new unit members. Each pay period, the City shall provide the Union with a list of newly hired unit members.~~

**4.12.2 City Obligations**

The City shall begin deductions in the amount prescribed by the Union in the first full payroll period after receipt of written certification of employee authorization from Union.

The City must comply with the requirements of applicable law (e.g., AB 119 (2017).)

Tentative Agreement

**CP #029 Union Security**

**4.12.3 Indemnification**

[Existing language from 4.12.4.4]

The Union shall indemnify and hold harmless the City, its Officers and employees, from and against any and all loss, damages, costs, expenses, claims, **reasonable** attorneys’ fees, demands, actions, suits, judgments, and other proceedings arising out of any action relating to this provision. **The Union may elect to provide a defense to the City in lieu of paying attorney fees. In that event, (1) the Union will be responsible for reasonable attorney fees incurred up to the date it undertakes defense of the City, including any costs associated with the transfer of the matter to the Union’s assigned counsel; and (2) the Union may not, without the express written consent of the City, settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to: (a) paying any amounts in settlement, (b) taking or omitting to take any actions, (c) agreeing to any policy changes, or (d) agreeing to any injunctive relief or consent decree being entered against the City. This paragraph shall not apply to claims by the Union that relate only to delays in processing by the City.**

**The City shall promptly notify the Union of any claims filed against it that might be covered by the indemnification clause.**

For the City:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

Tentative Agreement

**UP #017 New Employee Orientation**

4.11 Employee Notification of Representation

[Replace Existing Section with the Following]

~~The City agrees to notify within a reasonable time, typically thirty (30) days of initial employment, each new represented employee that the Union is his/her recognized bargaining representative. The City agrees to promptly notify the Union of each new employee hired or reassigned in classifications assigned to bargaining units represented by the Union and shall provide paid time during new employee orientation for new employees to meet with their Union representative for a Union orientation, not to exceed thirty (30) minutes.~~

**Access and Notice**

New to the City employee orientation is defined as the onboarding process **of employees first appointed to a classification in a bargaining unit represented by Local 21**, whether in person, online or through other means, which the City provides information regarding employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

The City shall provide written notification to the Union's designee, by email not less than (10) calendar days in advance of all new to the City's employee orientations except that a shorter notice may be provided in a specific instance wither there is an urgent need critical to the employer's operations that was not reasonably foreseeable. **That notice shall include the name, department and classification of the new employees anticipated to attend.**

Release time for Union Employee Representative to Attend New Employee Orientation

~~A~~ **In addition to any** non-employee Union Representative(s), and a maximum of one (1) union employee representative shall be provided paid ~~leave~~ **release time** to attend the union's section of the orientation, if employee is scheduled to work on the day of the orientation. The Union shall provide Employee Relations with the name of the union employee to be released at least seven (7) calendar days in advance of the new employee orientation.

In the event ~~the~~ **no** non-employee Union Representative ~~cannot~~ **can** attend the union's section of the orientation, the union may request paid union release time for one (1) additional union employee representative. The Union shall provide Employee Relations with the name of the union employee to be released at least seven (7) calendar days in advance of the new employee orientation. Such request shall not be unreasonably denied.



Tentative Agreement

**UP #017 New Employee Orientation**

**Time**

The Union shall be provided up to thirty (30) minutes to meet with the new to the City's employee during the new employee orientation, **in a space that allows private communication.** ~~who are present without the City.~~ The purpose of the meeting is for the Union to discuss the roles and activities of the exclusive representatives related to terms and conditions of employment.

**Pay**

Employees who are scheduled to attend the new employee orientation shall be paid for the actual time at the orientation.

**Information**

Within thirty (30) days of hire or by the first pay period of the month following the **hire appointment** of the new employee, the City shall provide the Union designated representative with the following information to the extent it is on file with the City: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses **and home addresses**, on file with the employer ~~and home addresses~~. The City shall provide the Union this information for the bargaining group **on an at least monthly basis.** ~~at least every 120 days, excepted as specified in AB119.~~

For the City:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – CP 01 Article 4.13.5 Limitation On Use of Annuitants

4.13.5 Limitation ~~Of~~ On Use of Annuitants

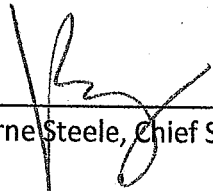
The City shall follow the CalPERS rules governing the employment of annuitants.

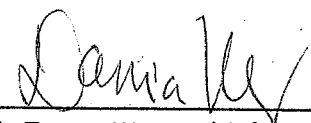
Date: 3/27/19

Date: 3/27/19

For IFPTE, Local 21:

For City

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – 5.7.4 Shoe Allowance

(The City proposes to add Crime Laboratory Manager, Criminalist II and Criminalist III, Latent Print Examiner II and Latent Print Examiner III to the classifications that are required to wear a safety shoe and provided a safety shoe voucher.)

5.7.4 Shoe Allowance

5.7.4.1 City Vouchers

The City may require represented employees to wear safety shoes while performing duties for the City.

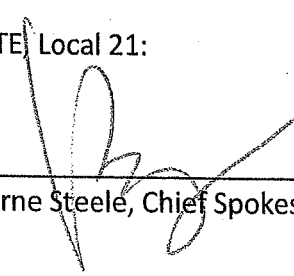
For each represented employee required to wear safety shoes, the City shall provide a voucher from the City designated department during January of each year for up to one hundred fifty dollars (\$150) ~~two hundred dollars (\$200)~~ annually toward the cost of acquiring one (1) pair of safety shoes and related supplies.

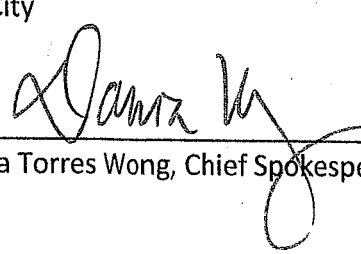
Date: 4/24/19

Date: 4/24/19

For IFPTE Local 21:

For City

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – Article 6.5 Tuition Reimbursement (CP08)

6.5 Tuition Reimbursement

This section shall not apply to Units TM1 and U41.

The City shall reimburse a represented employee for the cost of university or college classes and training courses, approved in advance by the department head or the designated representative, which: (1) improve the skills used by the represented employee in his/her current position; and/or (2) prepare the represented employee for advancement on the logical, reasonable career path within the City organization. Department head or designee approval shall make his/her best effort to grant or deny reimbursement requests within fifteen (15) working days of submission and shall not be unreasonably denied. Upon successful completion of each approved class or course, a represented employee shall be reimbursed in accordance with the following table:

<u>Grade</u>	<u>Reimbursement per Fiscal Year-Class</u>
A or B	100% of the tuition fee and books, or \$820 whichever is less.
C	50% of the tuition fee and books, or \$410 whichever is less.

In the event that the course is graded on a pass/fail basis, reimbursement shall be seventy-five percent (75%) of the tuition fee, or six hundred fifteen dollars (\$615), whichever is less.

**A unit member shall be allowed to take up to two (2) courses eligible for reimbursement during any given semester or quarter, with a limit of six (6) total classes per fiscal year, regardless of whether the institution is on the semester or quarter system.**

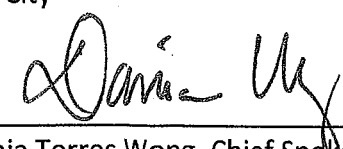
Date: 5/22/19

For IFPTE, Local 21:

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

Date: 5/22/19

For City

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

9.1 On The Job Injury Leave And Compensation (ICF)

~~A represented employee shall be granted on the job injury/illness leave when the represented employee is unable to work because of any on the job injury/illness as defined in the California Labor Code (Worker's Compensation Act).~~

**Eligible unit members with accepted Workers' Compensation claims may receive on-the-job injury/illness leave pursuant to this section. Leave taken under this section shall be referred to as "ICF Leave" or "ICF."**

**ICF shall be granted to a unit member, up to the applicable amounts listed below, for days which the unit member is eligible for Temporary Disability (TD) payments in accordance with the State Labor Code and standards as applied by the Workers' Compensation Appeals Board (WCAB). ICF shall commence for qualifying injuries/illnesses upon exhausting an initial 3-day waiting period. If the unit member continues to be medically certified for leave after 14 calendar days from the date of injury, the unit member shall become eligible for ICF for the first 3-day waiting period. ICF shall be granted to injuries on a per-occurrence basis. Reoccurrences of an injury/illness shall not be considered a new injury/illness and shall not entitle the unit member to a new allocation of ICF. Whether an injury/illness is new or a reoccurrence shall be determined in accordance with the State Labor Code and standards as applied by the WCAB.**

**ICF does not have to be used consecutively and shall not be deducted from the unit member's accrued sick leave or any other accrued paid leave.**

**If final determination finds a claim denied or ineligible for TD in accordance with State Labor Code and WCAB standards, it shall result in disqualification of the unit member's ICF under this provision. Overpayment of ICF shall be deducted from the represented employee's other accrued paid leave balances or pursuant to Article 5.4.2. If a final determination finds a claim accepted or eligible for TD, the City shall restore on-the-job injury leave that was previously denied in the amounts that member was entitled.**

This section shall only apply to represented employees who are permanent full-time, permanent part-time (on a pro-rata basis), or non-civil service employees. This section shall exclude temporary part-time employees.

Represented employees may call Risk Management with questions regarding workers' compensation.

#### 9.4.1 City Paid Leave Entitlement

##### 9.1.1.1 Probationary Employee

Effective January 28, 2003, an entry probationary represented employee (as defined in Section 14.2.1) shall not be entitled to ICF. ~~City paid leave entitlement under Section 9.4.1.~~ For represented employees in Units TM1 and U41, a represented employee who has worked as a Deputy City Attorney or Special Counsel for less than one (1) year shall not be entitled to ICF. ~~City paid leave entitlement under Section 9.4.1.~~

##### 9.1.1.2 Permanent Employee

For any on-the-job injury/illness with a date of injury/illness on or after January 28, 2003, permanent represented employees, or, for represented employees in Units TM1 and U41 a represented employee who has worked as a Deputy City Attorney or Special Counsel for at least one year, shall be entitled to a maximum of sixty (60) working days of ICF. ~~Reoccurrences of an injury/illness shall not be considered a new injury/illness and shall not entitle the represented employee to a new sixty (60) working day free period. The sixty (60) working days per injury or illness does not have to be used consecutively. The sixty (60) working day on-the-job injury/illness leave entitlement, commonly referred to as the "free period," shall not be deducted from the represented employee's accrued sick leave or any other accrued paid leave.~~

##### 9.1.1.3 Long Term Permanent Employee

Permanent represented employees with ten (10) consecutive years of service to the City as of January 1, 2003, shall be entitled to a maximum of ninety (90) working days of ICF. ~~paid on-the-job injury/illness leave per injury or illness with the same standards as stated in Section 9.4.1.2.~~

##### 9.1.1.4 Non-Civil Service Employee

A represented non-civil service employee who has worked for the City for less than one (1) year shall not be entitled to ICF. ~~City paid leave entitlement, commonly referred to as the "free period".~~

For any on the job injury/illness with a date of injury/illness on or after January 28, 2003, a represented non-civil service employee who has worked for the City ~~at least one (1) year~~ shall be entitled to a maximum of sixty (60) working days of ICF. ~~Reoccurrences of an injury/illness shall not be considered a new injury/illness and shall not entitle the represented employee to a new sixty (60) working day free period. The sixty (60) working days per injury or illness does not have to be used consecutively. The sixty (60) working day on the job injury/illness leave entitlement shall not be deducted from the represented employee's accrued sick leave or any other accrued paid leave.~~

A represented non-civil service employee with ten (10) consecutive years of service to the City as of January 1, 2003, shall be entitled to a maximum of ninety (90) working days of ICF. ~~paid on the injury/illness leave per injury or illness with the same standards as stated in Section 9.4.1.2.~~

~~9.1.1.5~~ Workers' Compensation Claim

~~An on the job injury/illness must qualify as a workers' compensation claim under standards applied by the Workers' Compensation Appeals Board. The Workers' Compensation Appeals Board's rejection of a represented employee's claim shall result in disqualification of the represented employee's injury/illness for leave under this provision. On the job injury leave previously granted for a disqualified injury/illness will be deducted from the represented employee's other accrued paid leave balances, or the represented employee may reimburse the City in cash.~~

~~9.1.1.6~~ 9.1.1.5 Physical Examination

As permitted by state law, City policies, and Civil Service Personnel Rules, the City may require a represented employee to submit to an examination.

~~9.1.1.7~~ 9.1.1.6 Workers' Compensation Benefits

Payment under this provision shall not be cumulative with any benefit that the represented employee may receive under the California Labor Code as the result of the same injury/illness. If, after the exhaustion of ICF, after ~~the sixty (60) working day period of City paid leave~~ the represented employee is still unable to work, the represented employee may supplement any benefits paid under the Labor Code with any accumulated paid leave ~~accumulated sick leave and vacation~~ to the extent necessary to make up

City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – 9.1 ICF (CP 35)

the difference between the amount of the award and the normal weekly base pay for each week of continuing disability.

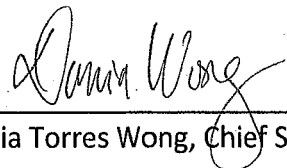
Date: 5-29-19

Date: 5.29.19

For IFPTE, Local 21:

For City

  
\_\_\_\_\_  
, Chief Spokesperson

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson



City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – CP 03 Article 9.6 Jury Duty Leave

9.6 Jury Duty Leave

Leave of absence with pay shall be granted to a represented employee who has been selected for jury duty that is mandatory, provided, however, that in circumstances where it is deemed necessary by the City, the represented employee shall cooperate by requesting a deferral of such jury duty to a later date. A represented employee who serves on jury duty shall be paid regular salary for the period of such duty.

The represented employee shall keep any fees he/she receives for jury duty.

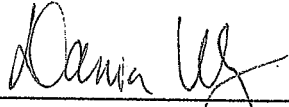
Date: 3/27/19

Date: 3/27/19

For IFPTE, Local 21:

For City

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

City's Last Best and Final Offers Submitted During Fact-Finding

**UP #034 Paid Family Leave**

**City Counter Proposal to UP #34 Paid Family Leave**

9.7 FMLA/CFRA, Pregnancy Disability, Paid Family Leave For Baby Bonding, And Unpaid Family Leave (UFL)

Represented employees are eligible for protected leave under the California Family Rights Act ("CFRA"), the Federal Family and Medical Leave Act ("FMLA"), and the California Pregnancy Disability Leave Act ("PDLA"). The provisions of this Agreement and City policies shall be applied consistent with applicable state and federal law and in accordance with Administrative Instruction 567 as it may be amended from time to time.

Local 21 members are not eligible for California's Paid Family Leave (PFL), a State Disability Insurance (SDI) benefit because Local 21 has opted out of SDI.

Unpaid Family Leave (UFL)

It is the intent of this section to provide Local 21 members with up to six weeks of unpaid family leave (UFL) to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner under the same terms as California's PFL, as administered by SDI. To receive UFL, a unit member must be eligible for leave under California's Family Rights Act and/or the Family Medical Leave Act.

Paid Family Leave For Baby Bonding

The City agrees to provide eligible employees up to six weeks of paid leave in a twelve (12) month period at the rate of sixty percent (60%) of his/her base wage rate or \$1,173.00 per week whichever is lower, less applicable withholdings, for "baby bonding." This partial wage continuation shall be referred to as "Paid Family Leave for Baby Bonding." The term "Baby Bonding" is defined in accordance with the California Family Rights Act ("CFRA") and shall mean bonding with a newborn, adopted child, or child placed for foster care in the first year of his/her life or placement. To be eligible for this six-week partial wage continuation and protected leave, employees must be eligible for leave under the California Family Rights Act. Employees need to submit all requests for Paid Family Leave for Baby Bonding to the Risk Management Division of Human Resource Management and may be required to provide medical documentation supporting the claim. ~~The City's agreement to provide Paid Family Leave for Baby Bonding to eligible employees for "Baby Bonding" shall sunset on June 30, 2019 and any leave taken for "Baby Bonding" thereafter will revert to UFL as set forth above.~~

An employee may use accrued leave balances to bring them up to 100% of their base wage rate or salary while on UFL and Paid Family Leave for Baby Bonding concurrently with leaves taken under those Acts.

City's Last Best and Final Offers Submitted During Fact-Finding

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**UP #034 Paid Family Leave**

The previous paragraphs are not subject to the grievance procedure. This language shall not be construed as a waiver of any right to meet and confer over the changes in Administrative Instruction 567, if such changes are within the mandatory scope of bargaining.

~~Within ninety (90) days of the ratification of this Agreement, the City and Union shall meet to discuss the City's temporary agreement to provide Paid Family Leave for Baby Bonding, which may include discussions around Local 21 members opting into California's State Disability Insurance ("SDI") thereby entitling eligible employees to receive California's Paid Family Leave ("PFL") benefits.~~

City's Last Best and Final Offers Submitted During Fact-Finding

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**CP #025, #030, #031 Constructive Receipt**

**City Proposal # 25 Accrued Cash Out Upon Transfer**

[City Intends to address the constructive receipt issue involved in the elective sell back of sick leave. The following proposal eliminates the sell back of sick leave.]

9.13 Accrual Cash Out Upon Transfer

An employee who transfers to a classification and/or bargaining unit that does not have the same leave benefits category in the new classification and/or bargaining unit (e.g. compensatory time) will be required to cash out any leave balances prior to appointment in the new position. However, if the leave balance exceeds one hundred twenty five (125) hours, the employee will have the option to cash out the leave balance during a period of up to twenty four (24)-months.

**The City makes no representation as to the tax consequences of an employee cashing out accrued leave. It is the employee's sole responsibility to address the tax consequences.**

City's Last Best and Final Offers Submitted During Fact-Finding

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**CP #025, #030, #031 Constructive Receipt**

**City Proposal # 30 Sick Leave Conversion**

[City Intends to address the constructive receipt issue involved in the elective sell back of sick leave. The following proposal eliminates the sell back of sick leave.]

9.1.5 Annual Sick Leave Sell-Back/Conversion

Represented employees may ~~sell back~~ **convert** a portion of their unused sick leave ~~or convert it to~~ additional days of vacation, provided that the represented employee must have a minimum of sixty (60) days of accumulated sick leave at the beginning of the calendar year (January 1). The represented employee may exercise one of the following options each calendar year:

- 1) Accumulate sick leave credits to the one hundred and fifty (150) day maximum; or,
- 2) Convert sick leave earned in excess of the basic requirement of sixty (60) days to vacation ratio of two (2) sick leave days to one (1) day of vacation up to a maximum of seven (7) vacation days.
- 3) ~~Sell back sick leave earned in excess of the basic requirement of sixty (60) days, at the ratio of two (2) sick leave days to one (1) days of pay, up to maximum of seven (7) days pay.~~

Requests submitted by the close of business on the second (2nd) Friday in December shall be counted toward the cap for that calendar year.

City's Last Best and Final Offers Submitted During Fact-Finding

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**CP #025, #030, #031 Constructive Receipt**

**City Proposal # 31 Vacation Sellback**

[City Intends to address the constructive receipt issue involved in the elective sell back of sick leave. The following proposal eliminates the sell back of sick leave.]

10.6 Vacation Sell-Back

Represented employees may sell back to the City up to ~~twenty (20) work days~~ **one-hundred and sixty (160) hours** of accrued vacation each calendar year.

**Unit members who wish to sell back vacation must file an irrevocable election identifying the number of Vacation Leave hours they will sell back in December of the tax year preceding the sell back. The election will apply only to Vacation Leave hours accrued in the following tax year.**

**Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that year.**

Requests submitted by the close of business on the second Friday in December shall be counted toward the cap for that calendar year.

City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – Article 11.1.14 Christmas Or New Year's Eve

11.1.14 Christmas Or New Year's Eve

11.1.14.1 Represented employees assigned to work schedules that require them to work on both December 24th and December 31st shall be entitled to one of the following:

11.1.14.1.1 one-half of the work shift as paid time off on ~~both the above days~~ two of the following: December 24, December 26, December 31, or January 2; or

11.1.14.1.2 one full work shift as paid time off on either ~~of the above days~~ December 24, December 26, December 31, or January 2.

11.1.14.2 Represented employees whose regular workweek is Monday through Friday, when December 24th and December 31st occur on Saturdays or Sundays, shall be entitled to one of the following:

11.1.14.2.1 one-half of the work shift as paid time off on both the Friday preceding Christmas Eve and the Friday preceding New Year's Eve; or

11.1.14.2.2 one full work shift as paid time off on either the Friday preceding Christmas Eve or the Friday preceding New Year's Eve.

Such time off shall be granted by the department head, subject to the need to provide public services.

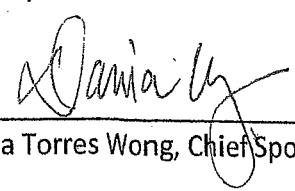
Date: 3/20/19

Date: 3/20/19

For IFPTE, Local 21:

For City

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – Article 11.1.15 Holidays on Regular Day Off (CP06)

11.1.15 Holidays On Regular Day Off

In the event that a designated holiday falls upon a normal day off that is either a Saturday, as to a represented employee who works a Monday through Friday workweek, or the first day off of a normal scheduled two (2) or more days off, as to a represented employee whose workweek is one other than Monday through Friday, then in either such event such employee, as the case may be, shall receive one (1) additional day of vacation. Such vacation shall be accrued as Extra Vacation Days (EVD); shall not be included when determining if a represented employee has reached the maximum accrual as provided in Section 10.3; and may be earned even if the represented employee has reached the maximum vacation accrual as provided in Section 10.3.

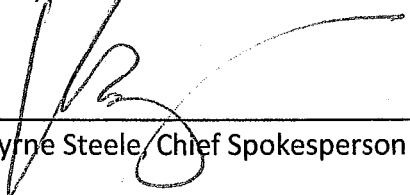
In the event that a designated holiday falls upon a normal day off which is either a Sunday as to a represented employee who works a Monday through Friday workweek, or the second day off of normally scheduled two (2) or more days off, as to a represented employee whose workweek is one other than Monday through Friday, then in either such event such employee, as the case may be, shall receive the next following day off.

Holiday pay for OPD Dispatch Supervisors regularly assigned a four day/ten hour (4/10) workweek schedule is addressed specifically in ~~Appendix J~~ as their regular work schedule shall be paid ten (10) hours of Holiday Pay for each City paid holiday listed in Article 11.1 – Designated Holidays above.

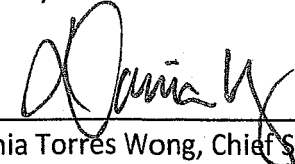
Date: 5/22/19

Date: 5/22/19

For IFPTE, Local 21:

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

For City

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson



City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – CP 04 – Article 11.1.16 One-Time Floating Holiday

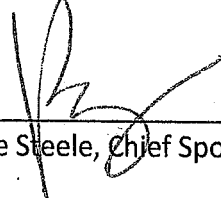
~~11.1.16 One Time Floating Holiday~~

~~On a one time, non-precedent setting basis, the City will grant one (1) floating holiday to all IFPTE, Local 21 represented employees that must be used by June 30, 2018 on the condition that the MOU is ratified by unit members on or before February 8, 2018 and subsequently ratified by City Council.~~

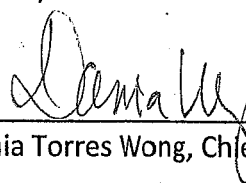
Date: 3/27/19

Date: 3/27/19

For IFPTE, Local 21:

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

For City

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

13.2 Shifts and Schedules (Applies Only to Unit TF1, UH1 and TW1)

13.2.1 The City shall exercise good faith in establishing work schedules. The functional needs of the City shall prevail in scheduling.

13.2.2 Changes in work schedules shall be posted at least ten (10) working days in advance, except in cases of emergency or unusual circumstances. The Union shall also be advised of schedule changes at least ~~fifteen (15)~~ **ten (10)** working days in advance. **The City and Union on behalf of the employee may agree to waive the ten (10) working day notice as long as such waiver is in writing signed by all parties.**

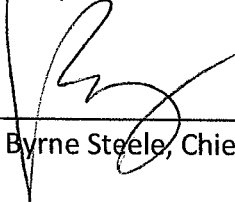
For the purposes of this section, “changes in work schedules” shall include a permanent change in the employee’s ongoing regular shift assignment.

This Section 13.2 does not apply to acting or interim assignments.

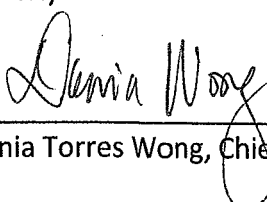
Date: 5/15/19

Date: 5.15.19

For IFPTE, Local 21:

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

For City

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

City of Oakland and IFPTE, Local 21  
Successor Labor Contract Negotiations 2019  
Tentative Agreement – CP 21 – Article 14.7.3 Flexible Staffing

14.7.3 Flexible Staffing

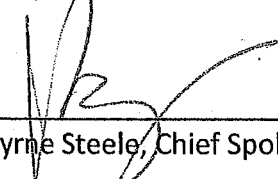
Represented employees may promote from an entry level to journey level classification in a series without benefit of competitive examination in accordance with Administrative Instruction 592 - Flexible Staffing, provided they were hired into classifications designated for flexible staffing in the classification specification. ~~The designation of flexible staffing shall be included as part of the job announcement and recruitment and testing process.~~

The designation of classifications eligible for Flexible Staffing is established through the development or revision of classification specifications following appropriate notification to the Union, possible discussions as may be required, and final approval by the Civil Service Board.

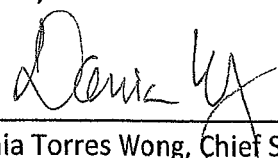
Date: 3/27/19

Date: 3/27/19

For IFPTE, Local 21:

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

For City

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

Appendix J: Holiday Pay for OPD Dispatch Supervisors

City proposes to eliminate this provision as the terms are also being proposed to be incorporated in Article 11.1.145, eliminating the need to duplicate it in an appendix.

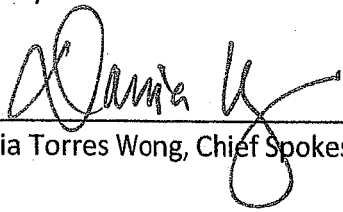
Date: 4/24/19

Date: 4/24/19

For IFPTE, Local 21:

For City

  
\_\_\_\_\_  
Kyra Byrne Steele, Chief Spokesperson

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

**(aNEW) APPENDIX**

**CHANGE IN WORKWEEK**

**Principal Inspection Supervisors**

**The parties agree that the workweek of the classification of Principal Inspection Supervisors shall be increased from 37.5 hours per week to 40 hours at the same hourly rate of pay.**

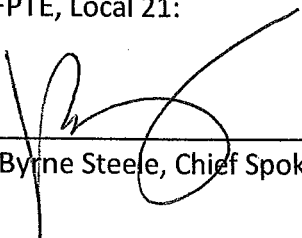
**The parties shall jointly initiate those steps which may be necessary to implement this change, including any actions before the City Council and the Civil Service Board within 30 days of the ratification of this agreement.**

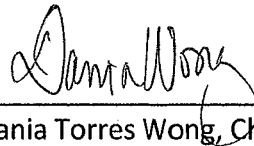
Date: 5/15/19

Date: 5.15.19

For IFPTE, Local 21:

For City

  
\_\_\_\_\_  
Kyra Byrnie Steele, Chief Spokesperson

  
\_\_\_\_\_  
Dania Torres Wong, Chief Spokesperson

City's Last Best and Final Offers Submitted During Fact-Finding

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**UP #003 Traumatic Incident Leave**

**Union Proposal # 3**

[Add the following new section]

New Traumatic Incident Leave

Unit members who, during their scheduled workday in the course and scope of their employment for the City, become personally involved in or personally observe a "Traumatic Incident" as defined in this section below, shall be entitled to Employee Assistance Program (EAP) services. The City shall use its best efforts to put affected unit members in contact with the City's EAP provider through the Risk Management Division of the Department of Human Resources Management.

Unit members who, during their scheduled workday in the course and scope of their employment, become personally involved in or personally observe a traumatic incident as defined in this section, may, upon request of the employee or the Union, be authorized to use sick leave on the date of the event for the remainder of that work day. Such leave shall not be unreasonably denied. Upon notification, the City Administrator or his/her designee, within their sole discretion, shall make a decision within 24 hours whether to authorize paid administrative leave under this section. In the event additional administrative leave is granted under this section, any leave taken by the unit member pending the decision shall be restored to the member's leave account. The leave may be extended with the approval of the City Administrator or his/her designee. Any leave taken or granted pursuant to this section shall not be charged against any other paid leave accrued by the employee.

As used in this section, the term "Traumatic Incident" means an incident which causes individual trauma occurring during the unit member's scheduled work day in the course and scope of employment resulting from an event, series of events or set of circumstances that is experienced by a City employee as physically or emotionally harmful. This includes an incident resulting in a loss of life or life-threatening injury to another person. Traumatic Incidents may include but are not limited to the following:

- Stalking by members of the public;
- Violence occurring in City buildings or on City property;
- Violence or direct threats of violence towards City staff;
- Observing or being the victim of shootings, stabbings, or robberies of City staff or members of the public;
- Death of a City employee within the City;
- Building collapse;
- Fires that result in death or a life-threatening injury to a City employee or member of the public.

City's Last Best and Final Offers Submitted During Fact-Finding

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**UP #003 Traumatic Incident Leave**

Nothing in this Article will expand a unit member's right to workers' compensation. Additionally, the City Administrator's (or designee's) decision to grant or deny paid administrative leave may not be grieved.