

2019 SUCCESSOR NEGOTIATIONS WITH SEIU, LOCAL 1021

City of Oakland Package Settlement Offer

Passed May 29, 2019

The City has been negotiating with the Union since early March 2019 with the goal of obtaining an agreement on a successor Memorandum of Understanding (MOU) prior to the expiration of the current contract, June 30, 2019. Following these months of negotiations and after considering the Union's proposals and feedback on City proposals, the City offers the following package proposal. It remains the City's goal to offer fiscally responsible, sustainable wage increases that preserve City services and employee benefits. This wage offer is also consistent with the City's internal settlement pattern with five of its seven unions. Furthermore, the City conducted an extensive comparability study of several benchmark classifications, which in response, is offering equity adjustments to certain classifications to remain competitive in the market.

If any portion of this Package Proposal is rejected, the entire package will be deemed rejected and the City's proposal will revert to its immediately pre-existing positions on the issues. However, the City is willing to consider possible tentative sign off on individual non-economic elements of the package. The City retains the right to withdraw or modify these proposals at any time with or without notice in a manner consistent with applicable law.

1. Term of Agreement - July 1, 2019 to June 30, 2021
2. Salary Increase and One Time Payment

Wage Increase

- Effective the first full pay period after Union ratification and City Council approval of this Agreement on its regular agenda in accordance with the Brown Act but no sooner than the first full pay period in July 2019, wages for represented unit members covered by this Agreement shall be increased by two percent (2.0%). To be eligible, a unit member must be a current employee in an active status on July 1, 2019 or upon City Council ratification of the 2019-2021 MOU, whichever is later.
- Effective the first full pay period after Union ratification and City Council approval of this Agreement on its regular agenda in accordance with the Brown Act but no sooner than the first full pay period in July 2020, wages for represented unit members covered by this Agreement shall be increased by another two percent (2.0%). To be eligible, a unit member must be a current employee in an active status on July 1, 2019 or upon City Council ratification of the 2019-2021 MOU, whichever is later.

Up to One Percent (1%) Trigger:

A one-time revenue share payment shall be paid to eligible unit members under the terms of this section. This payment shall be comprised of the FY2019-20

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General Purpose Fund (GPF) available undesignated (less all obligations by Council and reserves) fund balance based on audited financials. Payment will be issued by the second (2nd) full pay period of February 2021. The payment shall be up to one percent (1.0%) of the unit member's gross salary as of July 1, 2019.

The Revenue Sharing Payment is a one-time payment of up to one percent (1.0%) of gross salary, not subject to CalPERS provisions, and shall not increase the base salary of any unit member. To be eligible, a unit member must be in a paid status on the date of the payout. Additionally, for Temporary Part-Time employees (Rep Unit SI1), SI1 employees must have worked 750 (Seven Hundred and Fifty) hours in the prior fiscal year (July 1, 2019-June 30, 2020).

3. The Union accepts the Equity Adjustments set forth in Attachment A.
4. The Union accepts City Proposal #2 (Article 5.6.2.1 City Provided Uniforms) passed on March 22, 2019.
5. The Union accepts City Proposal #4 (Article 14.13 Tuition Reimbursement) passed on March 22, 2019.
6. The Union accepts City Proposal #6 (Article 12.1 Hours of Work) passed on April 3, 2019.
7. The Union accepts City Proposal #7 (Article 8.1.6 Annual Sick Leave Sell Back/Conversion) passed on April 3, 2019.
8. The Union accepts City Proposal #8 (Article 10.4 Vacation Sell-Back) passed on April 3, 2019.
9. The Union accepts City Proposal #9 (Article 14.6.3 Certification of Eligibles to Fill Vacancies) passed on April 12, 2019.
10. The Union accepts City Proposal #10 (Article 14.7 Promotional, Restricted, and Open Examinations) passed on April 12, 2019.
11. The Union accepts City Proposal #11 (Article 14.7.3 Certification of Eligibles to Fill Vacancies) passed on April 12, 2019.
12. The Union accepts City Counter-Proposal to City Proposal #12 (Article 8.4.2.8 Traumatic Incident Leave) passed on May 24, 2019.
13. The Union accepts City Proposal #14 (Article 8.4.2 City Paid Leave Entitlement) passed on April 12, 2019.
14. The Union accepts City Proposal #16 (Article 15 Grievance Procedure) passed on May 3, 2019.
15. The Union accepts City Counter-Proposal to Union Proposal #6 (Article 13.7 Bloodborne Pathogens) passed on May 7, 2019.
16. The Union accepts City Counter-Proposal to Union Proposal #9 (Article 11 Paid Holidays) passed on April 12, 2019.
17. The Union accepts City Counter-Proposal to Union Proposal #19 (Article 5.5.5 Acting Pay) passed on May 17, 2019.

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18. The Union accepts City Counter-Proposal to Union Proposal #23 (Article 3.7.3.3 New Hire Orientation) passed on May 15, 2019.
19. The Union accepts City Counter-Proposal to Union Proposal #25 (Article 5.6.4 Tool Allowance) passed on May 29, 2019.
20. The Union accepts City Counter-Proposal to Union Proposal #34 (Article 3.6 Union Security) passed on May 24, 2019.
21. The Union accepts City Counter-Proposal to Union Proposal #36 (Article 11.4 Holidays on Regular Day Off) passed on May 24, 2019.
22. The Union accepts City Counter-Proposal to Union Proposal #38 (Article 5.5.1.3 Compensatory Leave) passed on May 24, 2019.
23. The City and Union agree to include all tentative agreements reached by the parties as of May 29, 2019.
24. The City and the Union both agree to withdraw all other proposals and counter-proposals not previously tentatively agreed to or specifically addressed in this settlement offer.

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ATTACHMENT A

Equity Adjustments:

CLASSIFICATION	Increase Effective First Full Pay Period July 2019
Construction Inspector (Field)	2%
Police Services Technician II	2%

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City of Oakland to SEIU, Local 1021
 City Proposal (CP) # 02
 Distributed on March 22, 2019

Allowances

March 22, 2019

Interest: City Intends to expand existing language to include the Environmental Enforcement Officers classification.

5.6.2.1 City Provided Uniforms (Applies to SB1, SC1, and SD1, and SI1)

The City agrees to provide rented uniforms to unit members in the classifications listed below. As a condition of employment, unit members who are provided a uniform shall wear the uniform during work hours.

The unit members must return his/her uniform(s) to the department's designated associate(s) on a weekly or bi-weekly basis, as determined by the department for laundering. All rented uniforms will be accounted for in this process and evaluated for appropriate repairs and replacements.

Classification	Rental Value *
Animal Care Attendant	\$5.73 - \$8.89
Automotive Equipment Mechanic	\$12.23 - \$18.97
Automotive Equipment Service Workers	\$15.84 - \$24.56
Blacksmith/Welder	\$6.71 - \$10.41
Construction & Maintenance Mechanic	\$2.04 - \$3.40
Concrete Finisher	\$6.90 - \$10.70
Construction Inspector	\$5.33 - \$8.27
Custodian (FT/PPT/TPT)	\$3.36 - \$5.20
Environmental Enforcement Officer	\$4.50 - \$8.05
Electrician Helper	\$4.49 - \$6.95
Electricians	\$4.49 - \$6.95
Electro-Mechanical Machinist	\$6.71 - \$10.41
Equipment Body Repair Worker	\$6.90 - \$10.70
Equipment Part Technician	\$2.67 - \$4.13
Food Service Worker	\$7.03 - \$13.08
Gardener Crew Leader	\$8.00 - \$12.40
Gardener I/II	\$5.87 - \$9.09
Heavy Equipment Mechanic	\$6.90 - \$10.70
Heavy Equipment Service Worker	\$6.90 - \$10.70
Irrigation Repair Specialist	\$2.59 - \$4.01
Painters	\$5.33 - \$23.78

Passed 3/22/19 @ 1:28 pm, COA

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City Proposal (CP) # 02
Distributed on March 22, 2019

Park Equipment Operator	\$8.00 - \$12.40
Parking Control Technician (TPT)	\$7.24 - \$11.22
Parking Meter Repair Worker	\$0.47 - \$0.73
Park Attendant	\$7.47 - \$11.57
Public Works Maintenance Workers	\$10.67 - \$18.87
Construction Inspector, Senior	\$5.22 - \$8.10
Sign Maintenance Worker	\$0.76 - \$1.72
Stationary Engineer	\$5.33 - \$8.27
Street Maintenance Leader	\$7.47 - \$18.97
Street Sweeping Operator	\$7.47 - \$11.57
Traffic Sign Maker	\$0.76 - \$1.72

*The rental value represents the estimated cost of the rental uniform during the term of this Agreement and is provided in this Article solely to comply with CalPERS' regulations. Classic CalPERS members (employees hired prior to January 1, 2013) should contact the payroll division of the Finance Department should they want to know the exact amount reported to CalPERS during a certain pay period. Employees in the classifications identified above are not responsible for paying or reimbursing the City for the cost of providing a uniform.

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City of Oakland to SEIU, Local 1021
City Proposal (CP) # 04
Distributed on March 22, 2019

Tuition Reimbursement (Applies to SB1, SC1, and SD1 only) March 22, 2019

Interest: City Intends to clarify existing language. The following proposal is reflect tuition reimbursement is considered on a fiscal year basis.

14.13 Tuition Reimbursement (Applies to SB1, SC1, and SD1 only)

The City shall reimburse a unit member for the cost of courses and books, related to City employment or promotional opportunities approved in advance by the department head or the designated representative per fiscal year, upon successful completion, in accordance with the following table:

<u>Grade</u>	<u>Reimbursement</u>
A or B	100% of the tuition fee and books, or \$600 whichever is less.
C	50% of the tuition fee and books, or \$300 whichever is less.

The following increases will be in effect July 1, 2014.

<u>Grade</u>	<u>Reimbursement</u>
A or B	100% of the tuition fee and books, or \$800 whichever is less.
C	50% of the tuition fee and books, or \$400 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 four hundred dollars (\$400), whichever is less. A unit member failing a course, or receiving a grade lower than a "C" shall not be reimbursed.

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 year, regardless of whether the institution is on the semester or quarter system.

Passed 3/22/19 @ 1:39 pm, CRS

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City Proposal (CP) # 6

Distributed on April 3, 2019

Hours of Work

April 3, 2019

Interest: The following proposal corrects a typographic error in the current contract.

ARTICLE 12: WORKING CONDITIONS

(Applies to SB1, SC1, SD1 and SI1 as designated by subsection)

[...]

12.1 Hours of Work (SB1, SC1 and SD1 only)

For a unit member in Unit SB1 or SC1, the regular daily work schedule shall be eight (8) hours; the regular weekly work schedule shall be forty (40) hours. For a unit member in Unit SD1, the regular daily work schedule shall be seven and one-half (7 1/2) hours; the regular weekly work schedule shall be thirty-seven and one-half (37 1/2) hours.

For unit members in Unit SC1, who are assigned to the Police Department under classifications of Police Communications Dispatcher and Police Communications Operator, as well as those members assigned to field deployment, will draw a 5-8 or 4-10 work schedule based on operational needs, seniority and availability during the annual shift draw.

Represented employee(s) may initiate requests to work alternate work schedules, including staggered work schedules, subject to the approval of the Department Head. Such requests will be responded to in a timely manner, normally within thirty (30) calendar days. In the event of a dispute regarding requests for alternate work schedules, the Department Head and the Union shall meet with the City Administrator to attempt agreement. The City Administrator's determination shall be final.

Passed on 4/3/19 @ 10:22 am, cea

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City of Oakland to SEIU, Local 1021

City Proposal (CP) # 07

Distributed on April 3, 2019

Sick Leave Sell Back

April 3, 2019

Interest: 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.

ARTICLE 8: LEAVES OF ABSENCE

8.1 Sick Leave (Applies to SB1, SC1, SD1, and SI1 as designated by subsection)

[. . .]

8.1.6 Annual Sick Leave Sell Back/Conversion (Applies to SB1, SC1, and SD1 only)

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

- (1) Accumulate sick leave credits to the one hundred and fifty-day (150) 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 six (6) 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) day of pay, up to maximum of six (6) days pay.~~

Passed on 4/3/19 @ 10:25 am, CES

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City of Oakland to SEIU, Local 1021

City Proposal (CP) # 08

Distributed on April 3, 2019

Vacation Sell Back

April 3, 2019

Interest: City Intends to address the constructive receipt issue involved in the elective cashout of vacation. The following proposal places substantial restrictions on the elective cashout of vacation intended to fall within the safe harbor identified by the IRS.

ARTICLE 10: VACATION LEAVE

10.4 Vacation Sell-Back

Unit members may sell-back to the City up to ~~twenty (20) 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.

Passed on 4/3/19 @ 10:24 am CRA

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City of Oakland to SEIU, Local 1021
City Proposal (CP) # 09
Distributed on April 12, 2019

Certification of Eligibles to Fill Vacancies

April 12, 2019

Interest: This proposal addresses the number of ranks that are certified to an appointing authority, to fill entry level positions.

ARTICLE 14: PERSONNEL PROVISIONS

(Applies to SB1, SC1, SD1, and SII as designated by subsection)

[. . .]

14.6 Examinations

[. . .]

14.6.3 Certification of Eligibles to Fill Vacancies (Applies to SB1, SC1, SD1 and SII)

Whenever an entry level position in the Classified Civil Service is to be filled, for which no reinstatement list exists, the appointing authority shall receive a list of **ten (10) four (4)** ranks. In the case of multiple vacancies, the appointing authority shall receive a list of **ten (10) four (4)** ranks, plus **four (4) two (2)** ranks for each additional vacancy to be filled; provided, however, that a lesser number may be certified when there is not the required number on the eligible list.

Passed on 4/12/19 @ 1:15 pm, CRA

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City of Oakland to SEIU, Local 1021

City Proposal (CP) # 10

Distributed on April 12, 2019

Promotional, Restricted, and Open Examinations

April 12, 2019

Interest: The following proposal seeks to clarify when the City will hold Promotional, Restricted, and Open recruitments.

ARTICLE 14: PERSONNEL PROVISIONS

(Applies to SB1, SC1, SD1, and SI1 as designated by subsection)

[. . .]

14.7 Promotional, Restricted, and Open Examinations (Applies to SB1, SC1, SD1, and SI1 as designated)

- A. For SEIU represented promotional classifications, and prior to any future **Open** ~~open~~ examination postings, the City shall hold Restricted examinations, open only to SEIU represented permanent employees of the City and Port of Oakland. This provision excludes **journey-level trades positions (for example: Plumber, Carpenter, Stationary Engineer, etc.)**, positions in continuous recruitment and selectively certified positions. (SB1, SC1 and SD1 only).

If a sufficient internal pool of applicants necessary for a Promotional or Restricted examination is not anticipated, based upon an assessment made by Human Resources Management, the City will proceed with an Open process to fill the vacant position. The following is the definition of a Sufficient Internal Pool: a pool with the number of anticipated applicants necessary for a Promotional or Restricted examination that will likely meet or exceed the number of individuals required to certify to City departments/agencies, based on the certification provision of this MOU. Factors that shall be considered include the number of current vacancies, anticipated vacancies, anticipated pool of qualified applicants and applicant flow trends.

- B. Where there are part time classifications (TPT) for which there are corresponding permanent part time (PPT) and full time (~~PPT~~ and FT) entry level classifications **and there are more than ten (10) TPT incumbents (for example: Custodian; Parking Control Technician; Library Assistant; etc.)**, the City shall hold Restricted examinations open only to part time (TPT) employees of the City of Oakland. **When there are fewer than ten (10) incumbents of the corresponding part time classification, the City may hold both Restricted and Open examinations concurrently. (SI1 only)**

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City Proposal (CP) # 10
Distributed on April 12, 2019

- ~~C.~~ For Section A and B above, there are two reasons why an open recruitment may be conducted (SB1, SC1, SD1, and SI1): 1. The Restricted announcement does not yield enough applicants who meet the minimum qualifications for the classification, for the current vacancies at the time the job announcement closes. At least one qualified applicant per vacancy is a sufficient pool in a Restricted recruitment under the terms of A and B above. 2. No Restricted recruitment candidate was selected for hire.
- C. For SEIU represented PPT and FT entry level classifications (See Appendix G), the City may shall hold **Open examinations, Restricted examinations, or concurrent Restricted and Open examinations. When both Restricted and Open eligible lists are established, candidates** individuals on the Restricted eligible list shall be certified to the hiring department and interviewed for positions before individuals on the Open eligible list may be certified to the department. (SB1, SC1, SD1, and SI1)
- D. For all classifications, an **Open examination may be conducted any time a Restricted eligible list is exhausted prior to its expiration, that is, when all candidates on a Restricted eligible list have been interviewed and the current vacancies on an authorized requisition have not been filled.**
- E. The definitions for Open/Competitive and Restricted are (SB1, SC1, SD1, and SI1):
1. Open/Competitive: An examination procedure open to the general public **and may include** as well as current City employees.
 2. Restricted: An examination limited to full or part time City employees who meet the minimum qualification of the class to be examined. **The Personnel Director may limit Restricted examinations to incumbents of related classifications and the details shall be a part of the announcement.**

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City of Oakland to SEIU, Local 1021
City Proposal (CP) # 11
Distributed on April 12, 2019

Certification of Eligibles to Fill Vacancies April 12, 2019

Interest: This proposal addresses the number of ranks that are certified to an appointing authority, to fill promotional or restricted positions.

ARTICLE 14: PERSONNEL PROVISIONS (Applies to SB1, SC1, SD1, and SI1 as designated by subsection)

[. . .]

14.7 Promotional, Restricted, and Open Examinations

[. . .]

14.7.3 Certification of Eligibles to Fill Vacancies (Applies to SB1, SC1, SD1 and SI1)

Whenever a promotional or restricted position in the Classified Civil Service is to be filled, for which no reinstatement list exists, the appointing authority shall receive a list of **ten (10) four (4)** ranks. In the case of multiple vacancies, the appointing authority shall receive a list of **ten (10) four (4)** ranks, plus **four (4) two (2)** ranks for each additional vacancy to be filled; provided, however, that a lesser number may be certified when there is not the required number on the eligible list. Individuals on the promotional and/or restricted eligible list shall be certified and considered for appointment before individuals on the original entrance eligible list(s) are certified to the department.

Passed on 4/12/15 @ 1:19 pm, CRB

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City of Oakland to SEIU, Local 1021

City Counter Proposal to Union Counter Passed on 5/22/2019

Initial City Proposal (CP) # 12 Passed April 12, 2019

Distributed on May 24, 2019

Traumatic Incident Leave (Applies to SB1, SC1, SD1, and SII)

April 12, 2019 (Initial); May 22, 2019 (Union Counter) May 24, 2019 (City Counter)

Interest: The City is submitting a counter-proposal to the Union counter-proposal passed on May 22, 2019.

ARTICLE 8.4.2.8 Traumatic Incident Leave (Applies to SB1, SC1, SD1, and SII)

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 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;

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City Counter Proposal to Union Counter Passed on 5/22/2019

Initial City Proposal (CP) # 12 Passed April 12, 2019

Distributed on May 24, 2019

- 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.

Nothing in this Article will expand a unit member's right to workers' compensation.

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City of Oakland to SEIU, Local 1021

City Proposal (CP) # 14

Distributed on April 12, 2019

Title

April 12, 2019

Interest: City Intends to clarify the language to conform to Risk Management's current practice.

ARTICLE 8.4.2 City Paid Leave Entitlement (Applies to SB1, SC1, and SD1 only)

8.4.2.1 Probationary

~~Effective January 28, 2003, an entry probationary unit member as defined in Section 14.4.1 shall not be entitled to City paid leave entitlement under Section 8.4.2.~~

8.4.2.1 Permanent

~~For any on the job injury/illness with a date of injury/illness on or after January 28, 2003, permanent unit members shall be entitled to a maximum of sixty (60) working days of City paid on the job injury/illness leave per injury or illness. Recurrences of an injury/illness shall not be considered a new injury/illness and shall not entitle the unit member to a new sixty (60) day free period. The sixty (60) working days for the same 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 unit member's accrued sick leave or any other accrued paid leave.~~

8.4.2.2 Long Term Permanent

~~Permanent unit members 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 paid on the job injury/illness leave per injury or illness with the same standards as stated in Section 8.4.2.2.~~

8.4.2.1 Workers' Compensation Claims

Passed 4/12/18 @ 11:13 am, CAS

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City Proposal (CP) # 14
Distributed on April 12, 2019

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, the represented employee is still unable to work, the represented employee may supplement any benefits paid under the Labor Code with accumulated sick leave and vacation to the extent necessary to make up the difference between the amount of the award and the normal weekly base pay for each week of continuing disability.

8.4.2.4 Probationary Employees

Probationary unit members as defined in Section 14.4.1 shall not be entitled to ICF.

8.4.2.5 Permanent Employees

For accepted claims with a date of injury/illness on or after January 28, 2003, permanent unit members shall be entitled to a maximum of sixty (60) working days of ICF.

8.4.2.6 Long Term Permanent

Permanent unit members 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.

8.4.2.1 Temporary Disability

~~On the job injury/illness must qualify as a workers' compensation claim eligible for Temporary Disability (TD) in accordance with the State Labor Code and standards applied by the Workers' Compensation Appeals Board (WCAB). If final determination finds a claim ineligible for TD in accordance with State Labor Code and WCAB standards, it shall result in disqualification of the unit member's injury/illness for leave under this provision. Overpayment of on the job injury/illness leave shall be processed under section 5.3.1. If a final determination finds a claim eligible for TD, the City shall restore any on the job injury leave that was previously denied.~~

8.4.2.2 Workers' Compensation Benefits (Applies to SB1, SC1, and SD1 only)

~~Payment under this provision shall not be cumulative with any benefit that the unit member may receive under the California Labor Code as the result of the same injury/illness. If, after the sixty (60) working day period of City paid leave, the unit member is still unable to work, the unit member may supplement any benefits paid under the Labor~~

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~~Code with accumulated sick leave and vacation to the extent necessary to make up the difference between the amount of the award and the normal weekly base pay for each week of continuing disability.~~

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City of Oakland to SEIU, Local 1021
City Proposal (CP) # 16
Distributed on May 3, 2019

Grievance Procedures

May 3, 2019

Interest: City intends to address the existing grievance procedures.

ARTICLE 15: GRIEVANCE PROCEDURES **(Applies to SB1, SC1, SD1 and SI1 as designated)**

GRIEVANCE PROCEDURE FOR SB1, SC1, AND SD1 ONLY

15.1 Definitions

A grievance is defined as any dispute that involves the interpretation or application of this Agreement that is applicable to SB1, SC1, and SD1 employees only, the Personnel Rules, or disciplinary action (i.e. suspensions, demotions, fines, and terminations) taken against a unit member. or the application of the Personnel Rules. A represented employee may grieve the issuance of an oral warning, written warning, and/or written reprimand up to Step 2 of this grievance procedure. The decision of the Agency Head/Department Head shall be final, however, and no oral warning, written warning, and/or written reprimand shall be subject to review by Employee Relations, an arbitrator, or the Civil Service Board.

A written Grievance for purposes of formal submission should include:

- The specific term(s) of the Agreement and/or Personnel Rules alleged to have been violated;
- The action(s) grieved, including the names, dates, places and times and how it violated a specific term of this Agreement and/or Personnel Rules;
- The particular remedy that is sought in the Grievance;
- The name and classification of the grievant;
- The name of the employee representative, if any;
- The date of submission; and
- Signature by filing party.

With the exception of grievances concerning suspension, demotion, or termination, which may be filed at Step 2, it is the express intent of the parties that grievances be resolved expeditiously at the lowest possible administrative level. In cases involving an action directly taken by a department head alleged to violate the MOU, the Union may file the grievance at Step 2. Toward that objective, the following steps are prescribed:

Passed 5/4/19 @ 10:35 am

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City of Oakland to SEIU, Local 1021
City Proposal (CP) # 16
Distributed on May 3, 2019

15.2.4 Step 4: Arbitration

Should the grievance remain unresolved, the Union may advance the grievance to Step 4 (Arbitration) by notifying both Employee Relations and the City Attorney's Office, in writing and within thirty (30) calendar days of the Union's receipt of the Step 3 response. The notification must include: (1) that arbitration is being invoked and the matter moved to Step 4; and (2) who its records indicate is the next Arbitrator on the Panel List of Arbitrators noted below who will preside over the arbitration hearing. If the Union fails to contact Employee Relations and the City Attorney's Office within thirty (30) calendar days of its receipt of the Step 3 response, as herein described, the grievance shall be considered withdrawn. ~~within twenty (20) working days of the meeting described in Section 15.2.3, the Union may advance the grievance to Step 4 by notifying Employee Relations, for example, in writing via email with a copy either by fax or US Mail. If the request to advance the grievance to Step 4 is not made within twenty (20) working days, it shall be considered withdrawn.~~
In any Grievance referred to arbitration, including before the Civil Service Board as set forth in

Article 15.8, the parties shall select the arbitrator using a rotational alphabetical process of the Panel List noted below for the life of this Agreement.

1. Margie Brogan
2. Nancy Hutt
3. John Kagel
4. John LaRocco
5. Michael Rappaport
6. Robert Steinberg
7. Phillip Tamoush
8. ~~Barry Winograd~~

In the event an arbitrator is unavailable for arbitration, the next name on the panel list will be selected as the arbitrator.

If arbitration is selected, it is agreed that the arbitrator's decision shall be final and binding on all parties and the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement or of the Personnel Rules.

15.2.5 Settlement Conference

For all Grievances scheduled for hearing before an arbitrator, the parties shall hold a good faith settlement conference at least sixty (60) days prior to the hearing. During the settlement conference, the Union shall identify the specific MOU provision numbers in dispute. The Union specifically acknowledges it may not at Step 4 add any issues or MOU provisions being challenged or remedies being sought beyond those included in the Grievance itself. At least ten (10) days prior to the hearing, the parties shall attempt to prepare a submission to the arbitrator,

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~~signed by both parties setting forth the issue(s) and specific provision number(s) in dispute. Should the parties fail to agree upon a submission, the arbitrator shall determine the issue(s).~~

At least ten (10) days prior to the hearing, the parties shall submit to the Arbitrator a Stipulation setting forth the issue(s) and specific MOU provision number(s) in dispute. Should the parties fail to agree to a Stipulation, they shall each submit their proposed issue(s) and disputed MOU provision number(s) to the Arbitrator and opposing counsel ten (10) days prior to the hearing.

15.7 Consolidation

Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance. The City need not agree to consolidate any grievance(s) the Union has not advanced in a timely m

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City of Oakland to SEIU, Local 1021

City Counter to Union Proposal #6 (Passed on 3/22/2019)

Distributed on May 7, 2019

Safety Training

May 7, 2019

Interest: City intends to counter the union proposal regarding the addition of job classifications added to the Bloodborne Pathogen Training list, as well as adding classifications to a combined training covering both Confined Space Training and Hazardous Atmosphere (gas) monitoring training.

ARTICLE 13: SAFETY

(Applies to SB1, SC1, SD1, and SI1 as designation by subsection)

[. . .]

Article 13.7 Bloodborne Pathogens (Applies to SB1, SC1, SD1, and SI1)

The City will make available bloodborne pathogen training to classifications on the list below. This section shall not preclude the Union or the City from proposing additional classifications, subject to the meet and confer process with SEIU Local 1021 and the City's Employee Relations Officer.

Bloodborne Pathogen Training Job Classifications

Animal Care Attendant	Museum Guard
Animal Control Officer	Museum Guard, PPT
Asst. Code Enforcement Inspector	Painter
Asst. Criminalist	Parking Meter Repair Worker
Carpenter	Police Evidence Technician
Code Enforcement Inspector	Police Property Specialist
Concrete Finisher	Police Services Technician I
Construction & Maint. Mechanic	Police Services Technician II
Construction Inspector	Public Works Maintenance Worker
Construction Inspector. Sr.	Public Service Representative (OAS)
Custodian	Recreation Center Director
Custodian, PPT	Recreation Leader II, PPT
Early Childhood Center Director	Recreation Program Director
Early Head Start Instructor Family Advocate	Recreation Specialist II, PPT
Electrical Painter	Sewer Maintenance Leader
Fire Prevention Bureau Inspector	Sewer Maintenance Worker
Fire Suppression District Inspector	Sign Maintenance Worker
Gardener Crew Leader	Specialty Combination Engineer

Passed on 5/7/19

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 City Counter to Union Proposal #6 (Passed on 3/22/2019)
 Distributed on May 7, 2019

Gardener I	Specialty Combination Engineer, Senior
Gardener II	Stationary Engineer
Greenskeeper	Stationary Engineer, PPT
Head Start Instructor	Street Maintenance Leader
Heavy Equipment Operator	Street Sweeper Operator
Librarian I	Traffic Painter
Librarian II	Traffic Sign Maker
Library Assistant	Truck Driver
Library Assistant, Senior	Veterinary Technician
Litter Enforcement Officer	
Maintenance Mechanic	

13.8 Confined Space & Hazardous Atmosphere Training (Applies to SB1, SC1, and SD1 only)

Incumbents in the classifications of **Animal Control Officer, Construction and Maintenance Mechanic, Maintenance Mechanic, Plumber, Senior Specialty Combination Inspector, Sewer Maintenance Leader, Sewer Maintenance Worker, Specialty Combination Inspector, Stationary Engineer, Street Maintenance Leader, and Street Maintenance Worker** ~~Stationary Engineer, Construction and Maintenance Mechanic, Maintenance Mechanic, and Plumber~~ will receive a combined training to include both ~~Permit Required~~ Confined Space Training as well as Hazardous Atmosphere (gas) monitoring training. ~~for Non Entry (confined space training).~~ Incumbents in the classifications of ~~Sewer Maintenance Leader, and Sewer Maintenance Worker,~~ will continue to receive ~~Confined Space Training~~. This section shall not preclude the City from adding additional classifications subject to the meet and confer process with SEIU Local 1021 and the City's Employee Relations Officer.

13.9 Hazardous Atmosphere (Applies to SB1, SC1 and SD1 only)

~~Incumbents in the classifications of Street Maintenance Worker, Street Maintenance Leader, Sewer Maintenance Worker, and Sewer Maintenance Leader will receive hazardous atmosphere (gas) monitoring training.~~

~~This section shall not preclude the City from adding additional classifications subject to the meet and confer process with SEIU Local 1021 and the City's Employee Relations Officer.~~

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City of Oakland to SEIU, Local 1021

City Counter to Union Proposal #9 (Passed on 3/22/2019)

~~CONFIDENTIAL~~

Distributed on April 12, 2019

Designated Holidays

April 12, 2019

Interest: City is providing a counter proposal to Union Proposal #9 to swap the "Admissions Day" holiday for the "Cesar Chavez Day" holiday.

ARTICLE 11: PAID HOLIDAYS

(Applies to SB1, SC1, and SD1 only)

11.1 Designated Holidays

The following days of each year are designated holidays:

- 11.1.1 January 1st.
- 11.1.2 The third Monday in January, known as "Martin Luther King Day."
- 11.1.3 February 12th, known as "Lincoln Day."
- 11.1.4 The third Monday in February, known as "Presidents' Day."
- 11.1.5 March 31st, known as "Cesar Chavez Day."
- ~~11.1.5~~ 11.1.6 The last Monday in May, known as "Memorial Day."
- ~~11.1.6~~ 11.1.7 July 4th.
- ~~11.1.7~~ 11.1.8 The first Monday in September, known as "Labor Day."
- ~~11.1.8~~ September 9th, known as "Admission Day."
- 11.1.9 November 11th, known as "Veterans' Day."
- 11.1.10 The Thursday in November appointed as "Thanksgiving Day."
- 11.1.11 The Friday after "Thanksgiving Day."
- 11.1.12 December 25th.

Passed 4/12/19 @ 10:58 am, CMA

City of Oakland/SEIU Local 1021 Negotiations 2019

City of Oakland to SEIU, Local 1021

City Counter to Union Proposal # 9 (Passed on 3/22/2019)

~~CONFIDENTIAL~~

Distributed on April 12, 2019

- 11.1.13 Floating holiday, subject to prior approval of the department head. Holiday must be taken during the fiscal year in which it is earned. The floating holiday shall be credited at the beginning of the pay period that includes July 1.

In order to qualify for receipt of compensation for a designation holiday, a unit member must be in paid status the workday before and the workday after the designated holiday.

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City of Oakland to SEIU, Local 1021
City Counter-Proposal to Union Proposal # 19
Distributed on May 17, 2019

Acting Pay May 17, 2019

Interest: The City passed an initial proposal on this issue on May 7, 2019. Instead of passing a counter-proposal, the Union simply passed its own proposal on the same issue. Thus, the City is submitting its Proposal #17 as a counter-proposal.

~~5.5.5 Acting Pay (Applied to SB1, SC1, and SD1 only)~~

~~Department heads or designee may authorize acting pay assignments for unit members, not to exceed thirty (30) calendar days. The City Administrator shall approve acting pay assignments that exceed thirty (30) calendar days.~~

~~Any represented employee who has been assigned, in writing to assume and perform all of the ordinary day-to-day duties and responsibilities of a position of a higher classification for one (1) or more working days, shall be paid an additional seven and one half percent (7.5%) of the regular pay of the represented employee's own classification for such time worked in a higher classification.~~

~~If the acting pay assignment extends beyond a consecutive ninety (90) calendar day period, the represented employee shall be paid a premium at the rate of twelve and one half percent (12.5%) of the regular pay of the employee's own classification, beginning on the ninety-first (91st) day of the acting assignment.~~

~~A represented employee who acts in a position of higher classification under this provision, for a consecutive period of thirty (30) calendar days or less, shall not receive acting pay during any period(s) of paid leave occurring during the acting assignment. However, a represented employee who acts in a position of higher classification, under this provision, for a consecutive period in excess of thirty (30) calendar days shall receive acting pay during period(s) of paid leave occurring during the acting assignment, commencing with the thirty-first (31st) day of acting assignment and continuing until said acting assignment is terminated.~~

~~The City shall make every reasonable effort to rotate Acting Pay by rank order of an existing eligibility list in the appropriate classification. In the absence of an eligibility list of the appropriate classification the City shall make every reasonable effort to rotate by seniority. No unit member shall be in an acting assignment for more than six (6) months in a nine (9) month period, unless no other qualified unit member is available or willing to take the assignment. For the purposes of this provision, the six (6) months need not be consecutive.~~

Passed on 12:24 pm on 5/17/19, CC

City of Oakland/SEIU Local 1021 Negotiations | 2019

City of Oakland to SEIU, Local 1021
City Counter-Proposal to Union Proposal # 19
Distributed on May 17, 2019

~~Absent extenuating circumstances, and without restricting management's discretion as to which unit member is appointed, management shall endeavor to avoid repeatedly appointing the same unit member.~~

~~The above provision excludes unit members receiving the "In Charge of Branch Library" pay.~~

~~Permanent and temporary employees who receive Acting Pay under this section shall have the time in acting assignment credited towards meeting the minimum qualifications for promotional opportunities. For example, an employee who receives Acting Pay in a supervisory position shall have that time credited towards meeting the minimum qualification of experience in a permanent supervisory position.~~

ARTICLE 5: COMPENSATION (Applies to SB1, SC1, SD1, and SII as designated by subsection)

5.5.5 Acting Pay (Applies to SB1, SC1, and SD1 only)

Department heads or designee may authorize acting pay assignments for unit members, not to exceed thirty (30) calendar days. The City Administrator shall approve acting pay assignments that exceed thirty (30) calendar days.

Any represented employee who has been assigned, in writing to assume and perform all of the ordinary day-to-day duties and responsibilities of a position of a higher classification for one (1) or more working days, shall be paid an additional seven and one half percent (7.5%) of the regular pay of the represented employee's own classification for such time worked in a higher classification.

If the acting pay assignment extends beyond a consecutive ninety (90) calendar day period, the represented employee shall be paid a premium at the rate of twelve and one half percent (12.5%) of the regular pay of the employee's own classification, beginning on the ninety-first (91st) day of the acting assignment.

A represented employee who acts in a position of higher classification under this provision, for a consecutive period of thirty (30) calendar days or less, shall not receive acting pay during any period(s) of paid leave occurring during the acting assignment. However, a represented employee who acts in a position of higher classification, under this provision, for a consecutive period in excess of thirty (30) calendar days shall receive acting pay during period(s) of paid leave occurring during the acting assignment, commencing with the thirty-first (31st) day of acting assignment and continuing until said acting assignment is terminated.

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City Counter-Proposal to Union Proposal # 19

Distributed on May 17, 2019

The City shall make every reasonable effort to rotate Acting Pay by rank order of an existing eligibility list in the appropriate classification. In the absence of an eligibility list of the appropriate classification the City shall make every reasonable effort to rotate by seniority. No unit member shall be in an acting assignment for more than ~~six (6) months in a nine (9) month period, unless no other qualified unit member is available or willing to take the assignment.~~ **nine hundred sixty (960) hours each fiscal year.** For the purposes of this provision, the ~~six (6) months~~ **nine hundred sixty (960) hours** need not be consecutive.

Absent extenuating circumstances, and without restricting management's discretion as to which unit member is appointed, management shall endeavor to avoid repeatedly appointing the same unit member.

The above provision excludes unit members receiving "In Charge of Branch Library" pay.

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City of Oakland to SEIU, Local 1021
City Counter-Proposal to Union Proposal # 23
Distributed on May 13, 2019

New Hire Orientation (SB1, SC1, and SD1)

May 13, 2019

The City passed an initial proposal on this issue on April 19, 2019. Instead of passing a counter-proposal, the Union simply passed its own proposal on the same issue. Thus, the City is submitting its Proposal #15 as a counter-proposal.

ARTICLE 3.7.3.3 New Hire Orientation (SB1, SC1, and SD1)

The City agrees to make reasonable efforts to provide orientation regarding Oakland City government and employee benefits to newly hired unit members within sixty (60) days of commencement of employment. A Union representative (steward, Chapter Officer and/or Union staff member) shall be provided a minimum fifteen (15) minutes for its presentation; provided that Union representatives shall refrain from derogatory remarks regarding the City or its employees and maintain a respectful atmosphere at all times.

Access and Notice

New to the City employee orientation is defined as the onboarding process, 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 whether there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

Release time for Union Employee Representative to Attend New Employee Orientation.

A maximum of one (1) union employee representative shall be provided paid leave to attend the union's section of the orientation, if the employee is scheduled to work on the day of the orientation. The Union shall provide the City with the name of the union employee to be released at least seven (7) calendar days in advance of the new employee orientation.

Time

Passed @ 11:02am, on 5/15/19, CRA

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City Counter-Proposal to Union Proposal # 23
Distributed on May 13, 2019

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. A Union representative (steward, Chapter Officer and/or Union staff member) shall be provided a minimum of fifteen (15) minutes for its presentation; provided that Union representatives shall refrain from derogatory remarks regarding the City or its employees and maintain a respectful atmosphere at all times.

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 of the new employee, the City shall provide the Union designated representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer and home addresses. The City shall provide the Union this information for the bargaining group at least every 120 days, excepted as specified in AB119.

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City of Oakland to SEIU, Local 1021
City Counter-Proposal to Union Proposal # 25
Distributed on May 29, 2019

Tool Allowance

May 29, 2019

Interest: The City is submitting its Proposal to Union #25 as a counter-proposal.

5.6.4 Tool Allowance (Applies to SB1, SC1, and SD1 only)

The City agrees to provide an annual tool allowance of ~~five hundred and twenty dollars (\$520)~~ **six hundred and twenty-five dollars (\$625)** to unit members in the classifications of Automotive Equipment Mechanic, Heavy Equipment Mechanic, Equipment Body Repair Worker, and Electro-Mechanical Machinist.

The City agrees to provide an annual tool of allowance of ~~two hundred and fifty dollars (\$250)~~ **three hundred (\$300)** to unit members in the classifications of Plumber, Construction and Maintenance Mechanic, Carpenter, and Maintenance Mechanic.

The allowance shall be paid to unit members currently serving in these classes annually in the month of January. New employees shall be paid within thirty (30) days of their first day of work and annually thereafter.

This Agreement shall not preclude the City from adding additional classifications, subject to the meet and confer process with the Union and the City's Employee Relations Officer.

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City of Oakland to SEIU, Local 1021
City Counter-Proposal to Union Proposal # 34
Distributed on May 24, 2019

Union Security May 24, 2019

Interest: The City passed an initial proposal on this issue on April 12, 2019. Instead of passing a counter-proposal, the Union simply passed its own proposal on the same issue. Thus, the City is submitting its Proposal #13 as a counter-proposal. City intends to address the changes required by the Janus decision and SB 866.

3.6 Union Security (SB1, SC1, SD1, and SI1)

~~3.6.1 Dues Deduction~~

~~The City shall deduct, biweekly, the amount of Union regular and periodic dues and service fees, insurance premiums, COPE deductions, and any special membership assessments as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the unit member.~~

~~The deductions together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office. Dues shall be deducted only for members of the Union within the represented units.~~

~~At the time of initial employment, the City shall distribute to new unit members Union prepared information about agency fee and Union prepared payroll deduction forms. Each pay period, the City shall provide the Union with a list of newly hired unit members.~~

~~3.6.2 Agency Fee~~

~~3.6.2.1 Condition of Employment~~

~~Any bargaining unit member who is not a member of the Union, or who does not make application for membership within ten (10) working days from the date of commencement of assigned duties within the bargaining unit, shall as a condition of continued employment in the City become a member of the Union, pay the Union an agency shop fee, or certify an exemption as a religious objector pursuant to Section 3.6.2.2, Agency Shop Fee Exemption.~~

~~3.6.2.2 Agency Shop Fee Exemption~~

Passed @ 11:23 am

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City Counter-Proposal to Union Proposal # 34
Distributed on May 24, 2019

3.6.2 Cessation of Deduction

For any employee for whom the Union cannot provide such a Certification, the City shall cease Contributions deductions until such time as the Union requests the City recommence Contributions deductions based on a new Certification provided by the Union.

3.6.3 Bargaining Unit Member Information

Except as otherwise provided in this Authorization for Deductions subsection, each pay period the City shall remit all sums so deducted to the Union within thirty (30) days of the deduction. With the remittance, the City will provide an electronic, malleable file containing the following information for each employee represented by the Union: name; DSW number; job type; (for e.g., full-time, part-time, per diem, temporary exempt); bargaining unit; classification; department; work location; work home, and personal cellular telephone numbers; personal email addresses if on file with the City; home address; rate of pay; hours worked in the preceding pay period that are the basis for a dues deduction amount, and any amount deducted.

3.6.4 Change of Contribution

When the Union adjusts the levels of Contributions, the Union shall provide written notice of the adjustment to the City by email to the Payroll Division. The City shall have fourteen (14) days following receipt of the notice to implement the adjusted Contributions level.

3.6.5 Continuation of Contribution

Except as otherwise provided in this Authorization for Deductions subsection, the City shall continue to deduct and remit Contributions until it received the notice of revocation or change from the Union as provided in this subsection, or it receives an order from a court or administrative body directing the City to discontinue or change the deduction for one or more employees.

3.6.6 Neutrality

The City shall not resolve disputes between the Union and represented employees concerning Union membership or Contributions deductions, or provide advice to employees about such matters. The City shall direct employees who have

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City Counter-Proposal to Union Proposal # 34
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~~questions or concerns about Union contributions to the Union. The City shall not send communications to bargaining unit employees regarding membership, dues, or related matters.~~

3.6.7 Current Deductions

~~Nothing in this Section shall be deemed to have altered the City's current obligations to make insurance program or political action deductions when requested by the employee.~~

3.6.8 Employee Privacy

~~In order to protect bargaining unit employees from harassment or invasion of privacy, the City shall immediately notify the Union of any third party requests for contact, bibliographical and/or demographic information about the bargaining unit employees. The City shall promptly provide the Union a copy of the request and any materials submitted with the request.~~

~~The City shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the employer responding to the request. The City agrees to consider the Union's response prior to disclosing to a third part any contact, biographical, and/or demographic information about the bargaining unit employees.~~

~~The City agrees that it will not create a report for a non-exclusive representative requestor that does not exist. If the City is required by law to furnish a non-exclusive representative requestor with a report, it agrees not to provide it in a malleable electronic format.~~

~~The City shall not permit a non-exclusive representative to access bargaining unit members during working hours or in working areas.~~

~~The City agrees that non-exclusive representatives are prohibited from soliciting bargaining unit members on the City's property.~~

~~The City agrees to adopt further safeguards against harassment or invasion of privacy by non-exclusive representatives, including but not limited to establishing filters in the employer's email system to block emails from non-exclusive representatives.~~

3.6.9 Enforcement

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City of Oakland to SEIU, Local 1021
City Counter-Proposal to Union Proposal # 34
Distributed on May 24, 2019

Violations of this Agreement are grievable under the Grievance/Arbitration provision of this MOU.

3.6.10 Indemnification

~~The Union shall indemnify and save harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorneys' fees, demands, actions, suits, judgments, and other proceedings arising out of any action relating to this provision.~~

City proposes the following language for 3.6 – Union Security

3.6 Union Security (SB1, SC1, SD1, and SI1)

[Replace with the following:]

3.6.1 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.

3.6.2 The Union will be the custodian of records for such Deduction Authorization Forms and will provide the City 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.

3.6.3 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.

3.6.4 Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form. 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.

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City of Oakland to SEIU, Local 1021

City Counter-Proposal to Union Proposal # 34

Distributed on May 24, 2019

3.6.5 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

3.6.6 The Union shall indemnify and save harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorneys' fees, demands, actions, suits, judgments, and other proceedings arising out of any action relating to this provision.

City of Oakland/SEIU Local 1021 Negotiations | 2019

City of Oakland to SEIU, Local 1021

City Counter to Union Proposal # 36 (passed on 5/17/19)

Distributed on May 24, 2019

Holidays on Regular Day Off

May 24, 2019

Interest: This serves as the City counter to Union proposal #36.

ARTICLE 11.4 Holidays on Regular Day Off (Applies to SB1, SC1, and SD1 only)

11.4.1 In the event that a designated holiday falls upon a normal day off which is ~~either a Saturday, as to a unit member who works a Monday through Friday workweek, or the first day off of a normally scheduled two days off, as to a unit member whose workweek is one other than Monday through Friday,~~ then in either such event such unit member, ~~as the case may be, shall thereafter receive one (1) additional day of vacation. therefore; and If the unit member is each such unit member who is required to work on their such Saturday or first day off, the unit member shall, in addition, receive be compensated therefore~~ at the rate of time and one-half of the regular base rate of pay in addition to the one additional day of vacation.

11.4.2 In the event that a designated holiday falls upon a normal day off which is ~~either a Sunday, as to a unit member who works a Monday through Friday workweek, or the second day off of a normally scheduled two days off, as to a unit member whose workweek is one other than Monday through Friday,~~ then in ~~either such event~~ such unit member, ~~as the case may be, shall receive the next following day off. therefore; and each such unit member who~~ If the unit member is required to work on ~~their such Sunday or second day off, the unit member shall, in addition, receive compensation therefore~~ at the rate of time and one-half of the regular base rate of pay. **If the unit member is required to work on the day following the holiday (second day off), then the unit member is compensated at their regular base rate in addition to receiving pay for the holiday.**

Passed @ 11:38am

City of Oakland/SEIU Local 1021 Negotiations | 2019

City of Oakland to SEIU, Local 1021
City Counter to Union Proposal # 38 (passed 5/17/2019)
Distributed on May 24, 2019

Compensatory Leave

May 24, 2019

Interest: The City passed an initial proposal on this issue on May 7, 2019. Instead of passing a counter-proposal, the Union simply passed its own proposal on the same issue. Thus, the City is submitting its Proposal #18 as a counter-proposal to Union proposal #38.

~~5.5.1.3~~ Compensatory Leave (Applies to SB1, SC1, and SD1)

~~Unit members may elect to receive overtime compensation in the form of compensatory leave. Limits on compensatory leave accrual shall be two hundred and forty (240) hours for unit members assigned to the Police Department; two hundred and forty (240) hours for incumbents in the classification of Fire Communications Dispatcher; and seventy two (72) hours one hundred twenty (120) for all other unit members. Any compensatory leave accrued in excess of the above stated amounts shall be automatically paid to the unit member.~~

5.5.1.3 Compensatory Leave (Applies to SB1, SC1, and SD1)

Unit members may elect to receive overtime compensation in the form of compensatory leave. Limits on compensatory leave accrual shall be two hundred and forty (240) hours for unit members assigned to the Police Department; two hundred and forty (240) hours for incumbents in the classification of Fire Communications Dispatcher; and seventy-two (72) hours for all other unit members. Any compensatory leave accrued in excess of the above stated amounts shall be automatically paid to the unit member.

Compensatory leave must be used prior to the end of the last full pay period of the calendar year. The balance of accumulated time shall be paid off in the last paycheck of the year.

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.

Passed @ 11:45 am

Passel 2/2/19
© 1929

City of Oakland/SEIU Local 1021 Negotiations 2019

City of Oakland to SEIU, Local 1021
City Proposal (CP) # 01
Distributed on March 22, 2019

Initial Salary March 22, 2019

Interest: City Intends to address the instances in which retention is a concern within the department. The following proposal adds the word retaining to the paragraph.

5.4 Salary Steps

5.4.1 Initial Salary

A unit member's initial salary shall be the salary attached to the lowest rate of the salary schedule established for the classification to which the unit member is appointed; provided, however, that the appointing authority may appoint a new employee at any step in the applicable salary schedule for the classification involved if there has been unusual difficulty in recruiting and retaining competent employees at the lowest rate of the salary schedule and the higher rate is commensurate with the appointee's education and experience.

3/26/19

Dannia W.
for the City

Theresa L. ...

For SEIU 1021

03/26/19

City of Oakland/SEIU Local 1021 Negotiations | 2019

City of Oakland to SEIU, Local 1021
City Proposal (CP) # 05
Distributed on March 26, 2019

3/26/19

Jury Leave
March 26, 2019

Interest: Language clean-up.

ARTICLE 8: LEAVES OF ABSENCE

① §.6 Jury Duty Leave

742

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

When a unit member assigned to swing or night shift, who receives a jury duty summons, upon notice from employee of such summons, the City shall reschedule the shift of the employee(s) to day shift for the period that the employee(s) is required to attend court or respond to the summons. If an employee is required to serve as juror, the employee's schedule shall be adjusted to provide two (2) consecutive days off during the period of such service.

3/26/19
Diana Wong
for the City

Robert G. Smith
For SEIU 1021

03/26/2019

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2019
TENTATIVE AGREEMENT

Article 14.24

Page 1 of 1

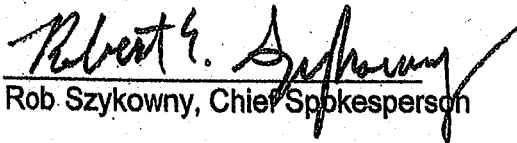
Proposal: Union Proposal #21

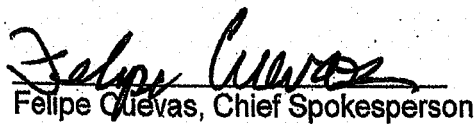
14.24 Temporary Part-Time Release Notification

The City agrees to develop a release form which will be given to S11 unit employees and the Union upon release from City employment which will include the date of release.


Whenever a S11 unit employee is removed from City service, he/she may request a meeting with a level of management above his/her immediate supervisor to discuss reasons for removal. The employee may be represented at this meeting by the Union or other representative. The purpose of this meeting shall be informational only and does not in any way affect the "at-will" status of such employees.

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Dania Wong, Chief Spokesperson

Date: 5/8/2019

Date: 5/8/19

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2019
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Article 5.5.2.1

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Proposal: City Proposal #20

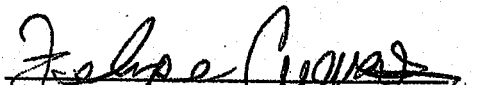
ARTICLE 5: COMPENSATION

5.5.2.1 Call Back Return to Work Pay

An employee who is called back after that employee's shift has been completed and has left the employment site, shall be paid a minimum of two and a half (2.5) hours of that employee's regular hourly rate of pay.

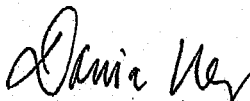
For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 5/24/2019

For City:


Dania Wong, Chief Spokesperson

Date: 5.24.19

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2019
TENTATIVE AGREEMENT

Article 5.5.9.9

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Proposal: Union Proposal #8

5.5.9.9 Homeless Encampment

Unit members in the classification of Public Works Maintenance Worker or Street Maintenance Leader in the Keep Oakland Clean and Beautiful (KOCB) or Heavy Equipment Operator(s) assigned to work in the KOCB Division of Oakland's Public Works Department (OPW) who are assigned and scheduled to clean or clear a homeless encampment shall be entitled to this premium if the work meets the following criteria:

Clean and Clearing Homeless Encampment:

- Posted 72 hours in advance of the work; and
- Accompanied by a police escort; or

Clean and Clearing Homeless Encampment:

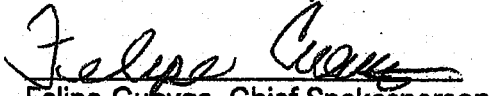
- Accompanied by a police escort with or without a 72 hours posting.

The eligible employee shall be paid an additional \$0.96 (ninety-six cents) per hour for all hours of the work shift that involves cleaning or clearing or providing garbage service to the homeless encampment. A unit member shall not be entitled to this premium when removing garbage or piles of debris that re located in the proximity of an encampment.


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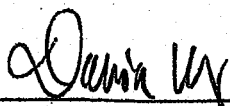
For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Dania Wong, Chief Spokesperson

Date: 05/17/19

Date: 5-22-19

CITY OF OAKLAND AND SEIU, LOCAL 1021.
SUCCESSOR LABOR NEGOTIATIONS 2019
TENTATIVE AGREEMENT

Article 5.8

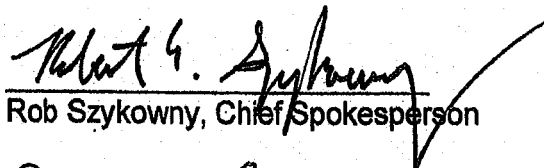
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Proposal: Union Proposal #37

5.8 Commuter Check Program (Applies to SB1, SC1, SD1, and SI1)

The City shall provide, as an option in the IRS Sec. 125 salary reduction plan, a commuter transportation and parking benefit up to the maximum permitted by law. **The City agrees to pay the monthly administrative fee, not to exceed five dollars (\$5) per month, for represented employees participating in the Commuter Check Program.**

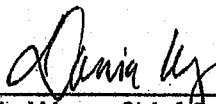
For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 05/24/2019

For City:


Dania Wong, Chief Spokesperson

Date: 5.24.19