SEIU Local 1021 City of Oakland Tentative Agreement Packet 2026

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CITY OF OAKLAND and SEIU, Local 1021 CONTRACT NEGOTIATIONS
Comprehensive Term Sheet
DATE: October 29, 2026

This shall serve as a comprehensive term sheet. The parties will continue to work together on contract language.

- CONTRACT TERM: 3 Years (July 1, 2026 – June 30, 2029)

- ARTICLE 5: COMPENSATION (Applies to SB1, SC1, SD1, and SI1 as designated by subsection)
  City Counter to UP #22 Salary Schedules (10/28/26)

  5.1 Salary Schedules
  5.1.1 Salary (SB1, SC1, SD1 and SI1)

  - **Effective the first full pay period in January 2027, a 2.5% across the board salary increase will be conferred.**
  - **Effective the first full pay period in January 2028, a 2.5% across the board salary increase will be conferred.**
  - **Effective the first full pay period in January 2029, a 4.0% across the board increase will be conferred.**

  SEE APPENDIX B – SALARY SCHEDULES

  ~~5.1.2 **Signing Bonus One-Time Payment (SB1, SC1, SD1, and SI1)**~~

  ~~**Effective the first full pay period following both Union ratification and final adoption by the City Council at a regularly scheduled council meeting in accordance with the Brown Act each salary range of the classifications in these units increase as follows:**~~

  ~~**a one-time signing bonus, not subject to CalPERS, of $3,000 will be paid to eligible employees as described below. To be eligible, the employee shall be in active status or non-pay status for the entire pay period for which the bonus is paid, and the employee must be either a permanent full-time, permanent part-time, or a temporary part-time employee.**~~

  ~~**The bonus will be paid to eligible employees as follows:**~~

  - ~~**$3,000 for permanent full-time employees or**~~
  - ~~**$2,500 for permanent part-time employees or**~~
  - ~~**$1500 for temporary part-time employees who were paid for 480 hours or more from September 14, 2024 through September 12, 2025**~~
  - ~~**$750 for temporary part-time employees who were paid for between 20 hours to 479 hours from September 14, 2024 through September 12, 2025**~~

~~**Such a bonus is subject to required tax deductions. The bonus may be paid in an off-cycle payment.**~~

5.1.3 Triggered Salary Increase (SB1, SC1, SD1, and SI1)

If the FY 2025-2026 General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds), as forecast in the Third Quarter Revenue & Expenditure Report for FY 2025-2026, exceed the General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds) for FY 2025-26 as approved in the FY 2025-26 Adopted Policy Budget, then for every $150,000 in excess revenues the City shall provide an increase in wages of 0.05%, not to exceed ~~**3%**~~ **2%**, effective the pay period beginning Saturday May 23, 2026.

If the FY 2025-2026 General Purpose Fund unrestricted revenues (excluding Real Property, Sales Legal Settlements and Insurance Proceeds), in the audited actuals for FY 2025-2026, exceed the General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds) for FY 2025-26 as approved in the FY 2025-26 Adopted Policy Budget, then for every $150,000 in excess revenues the City shall provide an increase in wages of 0.05%, less any increase that was already provided based upon the Third Quarter Revenue & Expenditure Report as provided for in the preceding paragraph, and not to exceed ~~**3% 2%**~~ in total including any percentage provided in the paragraph above, such additional increase shall be effective the first full pay period after December 31, 2026.

- Me Too

The City agrees that if, during the term of this Memorandum of Understanding, any other miscellaneous bargaining unit, including IFPTE Local 21, IBEW Local 1245, or CMEA, receives a wage increase or lump sum bonus that exceeds the total value of the economic package in this agreement, less any increased contribution to the City for health, pension, or other benefits and taking into account compounding and timing differences, the represented employees of this bargaining unit will receive the same wage increase or lump sum bonus. Subject to the City's Finance Director review and approval, any additional wage increase or lump sum bonus will be provided to the represented employees of this bargaining unit in the same pay period as provided to the other miscellaneous bargaining unit.

In addition, if the City reaches tentative agreements with any other miscellaneous bargaining units in which the total economic package of new compensation (including but not limited to equity adjustments or other classification-specific compensation increases) across the term of the contract exceeds 0.25% of the cost of a 1.0% wage increase for that bargaining unit multiplied by the years of the contract terms (estimated

a 0.75% for a 3 year contract), the amount in excess of: the years times the 0.25% (estimated a 0.75% for a 3 year contract), will be divided by the total number of employees in the SEIU Local 1021 bargaining units and paid to those employees as an across-the-board wage increase. This section shall sunset on June 30, 2029.

- Economic Proposals:

[Not for the MOU but the amounts will be updated in the redlined MOU upon agreement and/or as identified in individual proposals.] Effective the first full pay period in January 2027, the City will allocate 0.25% of the bargaining units' one percent (1%) all funds valued annually at **$467,675** for this unit towards the following Union economic proposals:

- UP #1 Compensatory Time: The City agrees to 9/16/26 Union Counter.
- UP #4 Safety Shoe Allowance: The City agrees.
- UP #11 Uniform: The City agrees.
- UP #31 Heavy Paving Differential: The Union agrees to our 10/21/26 proposal.
- UP #5 New Dispatcher Salary Step (City Counter 10/28/26): **The City shall create a Step 6 for Police Communications Dispatcher effective the first full pay period in January 2027. Employees who have been at step five (5) in the Police Communications Dispatcher classification for more than ten years without a break in service shall advance to the new step six (6) effective the second full pay period in January 2027. Employees who have been at step five (5) in the Police Communications Dispatcher position for more than three years without a break in service shall advance to the new step six (6) on their next anniversary date following February 1, 2027 in recognition of the 24-hour operations and retention needs.**

All final costs shall be confirmed by the City's Director of Finance to ensure the costs are within the 0.25% authority.

- Agreements as of October 29, 2026:

- CP #1 Ground Rules (Signed)
- CP #2 Appendix A Change in Workweek (Signed 4/27/26)
- CP #3 Appendix N Workers' Compensation Claims Administrator (Agreed 10/22/26)
- CP #4 Appendix K Equity (Agreed 10/22/26)
- CP #5 Appendix F Change in Bargaining Unit Assignment (Signed 4/27/26)
- CP #6 Reassignment and Transfer. (City agrees to Union Counter of 4/13/26)
- CP #9 Appendix L Safe Streets and Clean Neighborhoods Committee (Agreed 10/22/26)
- CP #11/UP #21 Reduction in Force (See City Counter of 10/29/26)
- CP #12 Article 16.3.4 Contracting Out Committee (Agreed 10/22/26)
- CP #18 Salary Deductions (Signed 6/3/26)
- UP #1 Compensatory Time (See Economic Proposal section above in 0.25%)
- UP #2 Interview Panels (See City Counter of 10/29/26)

- UP #5 New Dispatcher Salary Step (Agreed on 10/29/26 to City Counter of10/28/26. See Economic Proposal section above in 0.25%)
- UP #6 – MACRO Step Placement (City agrees to Union revised proposal dated 10/29/26)
- UP #7 Animal Shelter Equipment (City agrees to Union revised proposal dated 10/29/26)
- UP #8 Additional Safety and Labor Management Committees LOU (Union agreed on 10/29/26 to City Counter of 10/28/26)
- UP #11 Uniform Allowance (See Economic Proposal section above in 0.25%)
- UP #14 Illegal Dumping Enforcement and Abatement (See City of Counter of 10/29/26)
- UP#16 TPT Pathway (Union agreed on 10/29/26 to City Counter of 10/28/26)
- UP #15 Rest Period for Temporary Part-Time Members (Signed 6/22/26)
- UP #17 Telework (Per Union Package of 10/22/2026, the Union agrees to extend the current "Letter of Understanding" with a sunset clause expiring on July 1, 2029)
- UP #20 Grievance Procedure (Not signed)
- CP #22 Acting Pay (City agrees to Union Counter of 10/29/26)
- UP #25 Reproductive Loss Leave (Agreed on 10/22/26 to City Counter of 8/22/26)
- UP #26 Sewer Safety (Union agreed on 10/29/26 to City Counter of 10/28/26)
- UP #29 Sanctuary City (City will agree to the Union's Counter of 10/22/26)
- UP #30 Salary Study and Equity Adjustment (See City Counter of 10/29/26)
- UP #31 Self-Propelled Spreader Box (See City Counter of 10/29/26)
- CP re: Article 11.1 Designated Holidays (Union agreement 10/29/26)

** Indicates proposals included in emailed term sheet

- Withdrawn Proposals:

  - CP #7 In Charge of Branch Library (SI1) (Withdrawn 10/28/26)
  - CP #8 In Charge of Branch Library (Permanent) (Withdrawn 10/28/26)
  - CP #10 Article 14.7 Promotional, Restricted, and Open Examinations
  - CP #13 Compensatory Leave
  - CP #15 Overtime
  - CP #16 Overtime for Part Time
  - CP #19 Medical Insurance
  - CP #20 Annual Sick Leave Sell Back/Conversion
  - CP #21 Retirement Benefits
  - UP #13 and CP # 23 Contracting Out (Mutual Withdrawal on 10/28/26)
  - UP #3 Shift Differential (Withdrawn 10/22/26)
  - UP #9 Tool and Auto Allowance (Withdrawn 10/22/26)
  - UP #10 License and Certification Pay (Withdrawn 10/22/26)
  - UP #12 Certified Dispatch Training Officer (Withdrawn 10/22/26)
  - UP #18 Transit Passes (Withdrawn 10/22/26)
  - UP #19 Head Start Scheduling and Staffing (Withdrawn 10/22/26)
  - UP #23 Insurance Program and Benefits (Withdrawn 10/22/26)

- UP #27 On-time payment (Withdrawn 10/22/26)
- UP #28 Voluntary Demotion (Withdrawn 10/22/26)

- No Proposals Passed at the Table
  - CP #14
  - CP #17
  - UP #24

For the City of Oakland

_____ Date: _____
Allyson Cook – Lead Spokesperson

_____ Date: _____
Elizabeth Lake – Interim City Administrator

For SEIU Local 1021

_____ Date: _____
Rob Szykowny

_____ Date: _____
Antoinette Blue

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 or disciplinary action taken against a unit member, or the application of the Personnel Rules.

A written Grievance for purpose 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:

15.2 Procedure

15.2.1 Step 1

15.2.1.1 Informal Discussion

The unit member or the Union Representative may present the grievance orally to the immediate supervisor within fifteen (15) working days from such time as the unit member or Union should reasonably have been aware of the occurrence.

15.2.1.2 Formal Submission

Should the grievance remain unresolved, within fifteen (15) working days of the informal meeting or thirty (30) calendar days after the unit member or Union should reasonably have been aware of the occurrence, whichever occurs earlier, the unit member or Union Representative may submit the grievance in writing to the immediate supervisor within the period cited above with the elements described in Section 15.1 Definition. The supervisor shall render a decision in writing to the unit member and/or Union Representative within fifteen (15) working days of the formal submission of the grievance with a copy to the Employee Relations Department.

15.2.2 Step 2: Appeal to the Department Head

The department head or director or the designated representative shall meet with the unit member or Union Representative within fifteen (15) working days following the receipt of the grievance, and shall respond wot the grievance in writing within ten (10) working days after the meeting, with a copy to the Employee Relations Department. In the event that the grievance in accordance with Article 15.3.

15.2.3 Step 3: Employee Relations Officer – Union Representative

Should the grievance remain unresolved, the unit member or Union Representative may, within fifteen (15) working days after receipt of the department head response, submit the grievance in writing to the Employee Relations Officer, for example, via email with a copy either by fax or U.S. Mail, who shall not be the same person that responded at Step 2. The Employee Relations Officer, or a designated representative, shall meet with the assigned Union Staff Representative within ten (10) working days of submission and attempt to resolve the dispute. **The Employee Relations Officer, or a designated representative, shall respond in writing within thirty (30) working days after the Step 3 meeting.**

15.2.4 Step 4: Arbitration

Should the grievance remain unresolved, **following receipt of the Step 3 response as** ~~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 U.S. 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. Andrea Dooley
2. David Hart 3.
3. Nancy Hutt 4.
4. John Kagel 5.
5. Barbara Kong-Brown 6.
6. John LaRocco 7.
7. Robert Steinberg 8.
8. David Weinberg

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. At least ten (10) days prior to the hearing, the parties shall attempt to prepare a submission to the arbitrator, 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).

15.2.6 Court Reporter Fees

Court reporter fees shall be shared equally by all parties requesting a copy of the transcripts, regardless of whether the arbitrator also requests a copy of the transcripts.

15.2 Time Limits

Time limits prescribed in Section 15.2, Procedure, may be extended by mutual agreement of the parties in writing. Failure by the unit member or Union to follow the time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so extended, shall cause the grievance to move to Step 2 or Step 3, whichever is the next level.

15.3 Witnesses

Individuals who may have direct knowledge of circumstances relating to the grievance may appear at the mutual request of the parties during any stage of the procedure. In the case of a unit member appearance, the unit member shall be compensated at the regular rate of pay for actual time spent in such appearance.

15.4 Class Action Grievance

A grievance covering more than one unit member must be identified as a "class action grievance" when first submitted. The scope of the grievance shall then be described; and, to the extent reasonably known by the Union, the grievants shall be identified by name. A "class action grievance" must meet the definition of a grievance and should contain all of the elements as described in Section 15.1 of this Article, to be processed as such.

15.5 Immediate Arbitration

Either party may waive the time limits specified in this Article and proceed to immediate arbitration in any case where either party alleges the other is threatening to take an action in violation of this Agreement in so short a period of time as to disallow the other party from proceeding within said time limits. Proceeding to arbitration under this Section shall be by mutual agreement, and such agreement shall not be withheld by either party arbitrarily.

In any such case, the arbitrator shall have no power to add to or subtract from the provisions of this Agreement or of the Personnel Rules, but shall have power to issue an order to the party initiating the grievance to abide by the normal time limits provided in this Article.

The arbitrator to hear such case shall be selected by the parties from a panel of three arbitrators mutually agreed upon when the provisions

of this section are invoked. The first arbitrator, in designated order from the panel, available within a 48-hour period shall be selected.

No post-hearing briefs shall be permitted, and the arbitrator shall render a decision at the conclusion of the hearing.

15.6 Consolidation

Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

15.7 Civil Service Board Hearing

In the case of a grievance concerning disciplinary discharge or other disciplinary action against a unit member only, the Union may elect to submit the grievance to the Civil Service Board, in lieu of Arbitration. Such election is irrevocable.

The Civil Service Board may elect to use a Hearing Officer for such appeals. In the event that the Union elects to submit the disciplinary grievance to the Civil Service Board, the filing of the written grievance in accordance with the provisions of Step 2, Section 15.2.2 (Appeal to Department Head) shall satisfy the requirement of the Personnel Ordinance that the unit member gave notice of intent to appeal a disciplinary discharge or other disciplinary action.

15.7.6 Hearing Officer Panel

Hearing officers shall be selected in accordance with the Panel List identified in Article 15.2.4.1.

15.7.7 Conduct of Hearings

Hearings before a Hearing Officer will be closed to the public unless otherwise agreed to by the Grievant and City. Hearings will be audio recorded or stenographically transcribed. Copies of the audio recording will be available to the appellant, if desired, for no charge. Transcripts of the proceedings will be available upon request at the requesting parties' expense.

Closing arguments shall be oral; provided, however, that either party may elect to submit a closing brief following the presentation of closing

arguments. Briefs are to be submitted to the Hearing Officer within twenty (20) calendar days of the close of the hearing unless otherwise agreed to by the Parties. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

15.7.8 Hearing Officer Responsibilities

Hearing Officers shall be responsible for the conduct of the hearing and shall identify the appeal issue, determine relevant facts, assess the credibility of witnesses, evaluate the evidence and render an advisory decision to the Civil Service Board.

The Hearing Officer shall render written finding and recommendations to the Civil Service Board within thirty (30) calendar days of the close of the hearing. If briefs are submitted, the recommendation shall be submitted to the Board within fifty (50) calendar days of the close of the hearing.

The Hearing Officer shall provide the Civil Service Board the following documents, which shall constitute the official hearing record:

A. A summation page delineating the case name, issue, brief summary of the case, and their recommendation.

B. A complete written report documenting the findings.

C. Any documentary evidence, written motions and briefs submitted.

D. The audio recording(s) or written transcriptions of the hearing.

15.7.9 Civil Service Board Responsibilities

After receiving a Hearing Officer's recommendation, the Board Secretary shall schedule the case for the next available Civil Service Board meeting. The Board will make every effort to schedule a case within thirty (30) days of receiving the Hearing Officer's recommendation.

In reaching a decision, the Board shall review the hearing record and may review the audio recording or transcript of the hearing. The Board's decision shall be made in accordance with Ordinance No. 8979, as amended, which requires a majority of a quorum to accept, reject, or modify an appeal.

Final determinations will be issued in writing, within ten (10) days of the conclusion of the Civil Service Board review of the Hearing Officer's recommendation. Copies of the Board's determination and the recommendation of the Hearing Officer shall be forwarded to the appellant, appellant's representative, City Attorney's Office and the affected City Department.

15.7.10 Costs

Costs for the Hearing Officer shall be borne by the City. Costs for transcribing the hearing shall be borne by the requesting party. Cost for a copy of the hearing recording or transcripts shall be borne by the requesting party.

GRIEVANCE PROCEDURE FOR PART-TIME EMPLOYEES (APPLIES TO SI1)

15.8 Definition

For the purposes of this procedure, a grievance is defined as any dispute that involves the interpretation or application of this agreement that is applicable to SI1 employees only.

15.9 Procedure

15.9.6 Step 1

15.9.6.1 Informal Discussion

The employee or the Union representative may present the grievance orally to the immediate supervisor within fifteen (15) working days of the occurrence of the dispute.

15.9.6.2 Formal Submission

Within fifteen (15) days of the informal meeting or thirty (30) days after the unit member or Union should reasonably have been aware of the occurrence, whichever occurs earlier, the employee or Union representative may submit the grievance in writing to the immediate supervisor within the fifteen (15) working days cited above. The grievance shall state the specific section of the Memorandum of Understanding alleged to be violated and the proposed solution. The supervisor shall render a decision in writing to the employee and/or

Union representative within fifteen (15) working days of the formal submission of the grievance.

15.9.7 Step 2: Appeal to Department Head

If the employee is not satisfied with the response of the supervisor, they or their representative may submit the grievance in writing to the department head within ten (10) working days after receiving the supervisor's response. The department head or designated representative shall review the grievance and respond in writing within ten (10) working days after receipt of the grievance.

The department head or director or the designated representative shall meet with the unit member or Union Representative, within fifteen (15) working days following the receipt of the grievance, and shall respond to the grievance in writing within ten (10) working days after the meeting. In the event that the meeting does not occur, the Union has the right to advance the grievance in accordance with Section 3 below.

15.9.8 Step 3: Appeal to Employee Relations Officer

Should the grievance remain unresolved, the employee or their representative may submit the grievance in writing to the Employee Relations Officer, who shall not be the same person that responded at Step 2, within fifteen (15) working days after receiving the department head's response.

Within ten (10) working days after receiving the grievance, the Employee Relations Officer or designated representative shall investigate the case and respond in writing to the employee or their representative.

15.9.9 Step 4: Arbitration

Should the grievance remain unresolved, either the Union may, within twenty (20) working days of the date of response by the Employee Relations Officer, may advance the grievance to Step 4 by notifying Employee Relations. be taken to arbitration. The City and the Union shall mutually agree on the selection of the arbitrator. Should the parties not agree on the selection of an arbitrator, the State Conciliation Service shall be requested to provide a list of five (5) names. The arbitrator shall then be selected by alternately striking

names from said list, and the final name remaining shall be the selected arbitrator. The first party to strike a name from the list shall be chosen by lot.

Both parties shall be required to submit to the arbitrator a description of the issue or issues to be decided. 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 the Memorandum of Understanding.

15.10 Time Limits

Time limits prescribed in Section 15.9 above may be extended by mutual agreement of the parties. Failure by the employee or Union to follow the time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so extended, shall cause the grievance to move to Step 2 or Step 3, whichever is the next level.

15.11 Witnesses

Individuals who may have direct knowledge of the circumstances relating to the grievance may appear at the mutual request of the parties during any stage of the procedure.

15.12 Consolidation

Concurrent grievances alleging violation of the same provision of the Memorandum of Understanding shall be consolidated for the purpose of this procedure as a single grievance

8.3 Family Death Leave (Applies to SB1, SC1, and SD1 only)

8.3.1 Definition of Family (Applies to SB1, SC1, and SD1 only)

For the purposes of this provision, immediate family shall be defined as parent, spouse, child, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law; sister-in-law; aunt, uncle, nieces, or nephews, and domestic partners of unit member who have filed a Declaration of Domestic Partnership in accordance with established City policy, and parents and children of the domestic partner. The terms "child, parent, grandchild and grandparent" shall apply equally to relationships by birth, adoption, marriage or guardianship (e.g. natural children, adopted children, step-children and foster children). This provision shall also apply to persons for whom the represented employee has durable power of attorney for health care.

8.3.4 Family Death Leave Entitlement for Temporary Part-Time Members (SI1)

With the approval of the supervisor, an SI1 employee may reschedule work to permit time to attend the funeral of a deceased family member. A SI1 employee may be requested to furnish satisfactory verification for use of family death leave.

For the purposes of this provision, immediate family shall be defined as **parent,** ~~mother, father,~~ step parent, **spouse,** ~~husband, wife,~~ **sibling,** ~~son, daughter, brother, sister,~~ **grandparent,** ~~grandfather, grandmother,~~ father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, nieces or nephews, and domestic partners of Unit employees who have filed a Declaration of Domestic Partnership, in accordance with established City policy, and parents and children of the domestic partner.

8.10 Reproductive Loss Leave (Applies to SB1, SC1, SD1, and SI1)

A unit member who has worked for the city for more than thirty (30) days is eligible to take reproductive loss leave up to five (5) days per occurrence, but not more than twenty (20) days in a one-year period, consistent with Government Code 12945.6. A unit member can take unpaid leave or request to use their appropriate accrued leave. A reproductive loss includes any of the following: miscarriage. Stillbirth, failed adoption, failed surrogacy, and unsuccessful assisted reproduction.

City of Oakland to SEIU, Local 1021
Tentative Agreement (TA) Family Death Leave/Reproductive Loss Leave
DATE: August 10, 2026

For SEIU:

_____
Rob Szykowny
Chief Spokesperson

For City:

_____
Dania Torres
Chief Spokesperson

For SEIU:

_____
Antoinette Blue
Chief Spokesperson

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

11.1 Designated Holidays

11.1.1 January 1st.

11.1.2 The third Monday in January, known as "Martin Luther King Day."

11.1.3 The third Monday in February, known as "Presidents' Day."

11.1.4 March 31st "~~Cesar Chavez Day~~ **Farmworkers' Day**"

11.1.5 The last Monday in May, known as "Memorial Day."

11.1.6 June 19th, known as "Juneteenth"

11.1.7 July 4th.

11.2.8 The first Monday in September, known as "Labor Day."

11.1.9 September 9th, known as "Admission Day."

11.2.10 November 11th, known as "Veterans' Day."

11.2.11 The Thursday in November appointed as "Thanksgiving Day."

11.2.12 The Friday after "Thanksgiving Day."

11.2.13 December 25th.

11.2.14 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.

The City will grant one (1) floating holiday, on a one-time, non-precedent setting basis, effective July 1, 2022 to all eligible SEIU, Local 1021 SI1 (TPT) members. To be eligible, SI1 members must have worked at least seven hundred and fifty (750) hours in Fiscal

Year 2021/22 by the end of the first pay period of June 2022. This provisions shall sunset on June 30, 2023.

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

For SEIU, Local 1021:

Rob Szykowny, Chief Spokesperson

Antoinette Blue, Chief Spokesperson

Date:

For City of Oakland:

Dania Wong, Chief Spokesperson

City of Oakland to SEIU, Local 1021
City Counter Proposal (CCP) to Union Proposal # 11 Uniform Allowances
DATE: September 10, 2026

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

The City agrees to provide the following initial and annual uniform allowances to unit members in the classifications listed below.

Bargaining unit members who are provided a uniform allowance shall as a condition of employment wear the uniform during work hours.

Effective July 1, 2022 the annual uniform allowances shall be adjusted as follows:

Classification	Initial Allowance	Annual Replacement
Animal Control Officer	$1,050.00	$315.00
Fire Communications Dispatcher	$381.00	$287.00
Fire Prevention Bureau Inspector	$945.00	$449.00
Fire Suppression District Inspector	$945.00	$449.00
Fire Suppression District Inspector (PT)	$449.00	$449.00
Hazardous Materials Inspector II	$945.00	$449.00
Museum Guard (FT/PPT)	$585.00	$317.00
Parking Control Technician **I** (FT)/(PPT)	$522.00	$346.00
Parking Meter Collector (FT/PPT)	$511.00	$482.00
Police Communications Dispatcher	$387.00	$287.00
Police Communications Operator	$387.00	$287.00
Police Evidence Technician	$743.00	$449.00
Police Services Technician II	$555.00	$287.00
Fire Equipment Technician	$263.00	$158.00

Effective the second full pay period following both Union ratification and final adoption by the City Council of the MOU the following classifications shall receive uniform allowances as follows:

Classification	**Initial Allowance**	**Annual Replacement**
Animal Care Attendant (FT/PPT)	**$300.00**	**$200.00**
Parking Control Technician II (FT/PPT)	**$522.00**	**$346.00**
Registered Veterinary Technician (FT/PPT)	**$300.00**	**$200.00**

Effective July 1, 2027 the annual uniform allowances shall be adjusted as follows:

City of Oakland to SEIU, Local 1021
City Counter Proposal (CCP) to Union Proposal # 11 Uniform Allowances
DATE: September 10, 2026

Classification	Initial Allowance	Annual Replacement
Animal Care Attendant (FT/PPT)	$300.00	$200.00
Animal Control Officer	$1,100.00	$400.00
Fire Communications Dispatcher	$795.00	$394.00
Fire Prevention Bureau Inspector	$1,120.00	$550.00
Fire Suppression District Inspector	$1,120.00	$550.00
Fire Suppression District Inspector (PT)	$550.00	$550.00
Fire Equipment Technician	$300.00	$185.00
Hazardous Materials Inspector II	$1,120.00	$550.00
Museum Guard (FT/PPT)	$625.00	$350.00
Parking Control Technician I (FT)/(PPT)	$690.00	$500.00
Parking Control Technician II (FT/PPT)	$690.00	$500.00
Parking Meter Collector (FT/PPT)	$511.00	$482.00
Police Communications Dispatcher	$1,330.00	$660.00
Police Communications Operator	$1330.00	$660.00
Police Evidence Technician	$1,200.00	$449.00
Police Services Technician II	$1200.00	$449.00
Registered Veterinary Technician (FT/PPT)	$300.00	$200.00

The initial allowance specified shall be paid to the unit member in the first fiscal year of employment, after the department head has certified that the unit member has purchased the minimum complement of required uniforms meeting City's standards. After the first fiscal year of employment, unit members shall be paid the specified uniform replacement allowance.

In the event that a required uniform item is damaged in the line of duty, where the unit member exercised reasonable prudence in the performance of their duties, the City agrees to pay the cost of repair of the damage, or replacement, in accordance with established procedures.

By mutual agreement the City may also extend uniform allowances described in Section 5.6.2. to employees in any newly created classification(s) within a job

classification series (e.g., Police Services Technician, Police Services Technician II) who are required to wear a uniform as a condition of employment and the City does not provide the uniform.

5.6.2.1 City Provided Uniforms (Applies to SB1, SC1, 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 their 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
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 Operator	$5.33 - $10.70
Heavy Equipment Service Worker	$6.90 - $10.70
Irrigation Repair Specialist	$2.59 - $4.01
Painters	$5.33 - $23.78
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

5.6.2.2 Special Uniform Provision for Temporary Part Time (SI1)

Special Uniform Provisions for SI1- The City agrees to provide raingear, boots, and coveralls for temporary part- time employees (SI1) assigned to work in open areas.

Employees in the Oakland Public Works (OPW) may return their uniform(s) to the department's designated associate(s) on a weekly or bi-weekly basis, as determined by the department for laundering. All uniforms will be accounted for in this process and evaluated for appropriate repairs and replacements.

5.6.2.3 Crossing Guards (SC1 and SI1 only)

The department will purchase windbreaker jackets and reflective gear for bargaining unit member(s) in the Crossing Guard classification. The windbreaker jacket shall remain the property of the City of Oakland. If a bargaining unit member terminates their City employment, moves into a different classification that is ineligible to receive a uniform, and/or is no longer covered by this Agreement he/she must return their uniform to the department within forty-eight (48) hours.

5.6.2.4 Department of Planning and Building (DPB)

The Department of Planning and Building (DPB) will purchase uniforms for the unit members in the classifications listed below for identification and safety in

the field. The uniforms shall remain the property of the City of Oakland. If a unit member terminates their City employment, moves into a classification not listed below, transfers to a different agency and/or is no longer covered by this Agreement, they must return the uniform to DPB. Management in DPB and the Union shall determine the type of uniform(s) these unit members will wear in the field.

Specialty Combination Inspector
Specialty Combination Inspector, Senior
Code Enforcement Inspector, Assistant
Construction Inspector
Construction Inspector, Senior

(New Section) Department of Transportation Uniforms (SB1 and SC1 only)

City agrees to provide uniforms to employees in the classifications of Public Works Maintenance Worker, Street Maintenance Leader, Heavy Equipment Operator, and Concrete Finisher comparable to those provided to unit members assigned to Keep Oakland Clean and Beautiful Illegal Dumping, including rented coveralls, shirts and pants (with a combination of long and short sleeve options), in addition to providing rain gear (including rain boots).

5.6.2.5 New Unit Members (SB1, SC1, and SD1 only)

As set forth above, new bargaining unit members shall be fitted for a City rented/purchased uniform by the City vendor or department as soon as practical, but no later than two (2) pay periods after the initial date of employment.

5.6.2.6 Additional Classifications

This Agreement 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.

City of Oakland to SEIU, Local 1021
Union Proposal #16 (City Counter)
Date: 10/28/26

APPENDIX: I

TEMPORARY PART TIME EMPLOYMENT (TPT) SI1

The parties agree to establish a labor-management committee ("LMC") to meet and address pathways of TPTs to PPT and FT positions based on operational needs (flexibility of hours and locations) for certain positions. The LMC will first prioritize positions in the Oakland Public Library, Oakland Public Works, and Oakland Parks, Recreation, and Youth Development. The LMC will recommend terms and guidelines for establishing new permanent full-time and part-time job classifications parallel to existing job classification but for whom the provisions of MOU sections 12.2.1 and 5.5.4.3 shall be limited by mutual agreement of the parties, so that they can be flexibly assigned varying hours and/or work locations at the direction of the department head or designee. These new job classifications shall be available to current TPTs, and neither existing permanent employees nor permanent new hires shall be placed into such classifications.

In addition, the LMC shall discuss methods of moving current TPTs into current permanent vacancies for which they meet the qualifications, consistent with the Civil Service Rules and this Agreement. One such method may be the holding of a restricted and "unassembled exam," pursuant to the Civil Service Rules.

The LMC shall compromise no more than five (5) Union members (including staff) and five (5) Employer staff, unless the parties mutually agree to a greater number. The first meeting shall occur no later than thirty (30) days after the adoption of this successor Agreement by City Council. The "Add-Delete" process will be used to cost-neutrally convert positions once the new classifications are established. The Committee shall finalize its recommendations no later than July 1, 2027, unless the parties mutually agree to modify the deadline.

~~**The City may hire temporary part time employees for work that is:**~~

1. ~~**Seasonal or of a sporadic nature (e.g. seasonal work is work fluctuating or restricted according to the season or time of the year; sporadic is work occurring at irregular intervals.)**~~
2. ~~**Designed to complete a special project or program that has a beginning and ending date which calls for the employee to work no more than 960 hours in a fiscal year.**~~
3. ~~**To augment permanent staff (e.g. weekend/holiday coverage, animal care), accommodate scheduling requirements, and/or other operational needs,**~~

where such augmentation cannot be accomplished by hiring additional permanent staff.

4. Of a nature that requires limited hours per day or per week because of the nature of the service to be provided, including but not limited to: on call/backfill coverage, after school programming, lifeguarding, refereeing, officiating, crossing guards, cadets, specialized program instructors, and classroom support.

If the City is unable to appropriately staff due to the terms contained in 1-4 above, and experiences urgent operational issues, such as the pending closure of a program, the City and Union shall meet within two (2) business days to discuss staffing alternatives. The parties agree that the City shall not hire temporary part time employees for the sole purpose of denying benefits.

Restricted Hiring of Temporary Part Time Employees

For the twelve (12) months following the full ratification departments will use the temporary part time employees on payroll within their departments. If there are insufficient temporary part time employees within the department, as determined by the department head, including a pool for on-call work, the hiring of additional temporary part time employees must be expressly requested in writing by the department head for approval by the City Administrator's Office for the hiring of temporary part time employees.

This provision sunsets on the last day of the 12th month following the ratification of this full agreement. Full ratification means the approval of the labor agreement by the Union and City Council in open session.

Current Temporary Part Time Employees (TPT)

Notwithstanding Nos. 1-4 above, the City and Union agree that current temporary part time employees on City payroll as of the ratification of this agreement may work in ongoing recurring work that is outside of the terms of Nos. 1-4 above. The parties agree that the City will continue to employ temporary part time employees on payroll as of the ratification of this agreement, as determined by the City. The parties also agree that the classifications held by temporary part time employees who engage in ongoing recurring work may be converted to permanent part time or permanent full time classifications as funds permit, and as described in Section 14.7.

Temporary Part Time Employment (TPT) Conversion

City of Oakland to SEIU, Local 1021
Union Proposal #16 (City Counter)
Date: 10/28/26

~~The City may convert temporary part time (TPT) positions to permanent classified positions as funds permit. Effective forty-five (45) days after the execution of this MOU, a labor management committee will convene to identify and recommend to the City Administrator those temporary part time positions that could be converted to permanent classified positions. The goal of the committee is to select positions for conversion that will have a limited impact on department operations. The committee will consist of six (6) representatives from SEIU and six (6) representatives from the City. The committee will present a report to the City Administrator no later than December 31, 20262022. The recommendations in the report will be reviewed and considered by the City Administrator's office. This committee expires on June 30, 2027 2023.~~

~~In the Fiscal Year 2023-2024 2027-2028 Adopted Budget, the City of Oakland will allocate $2,000,000 $1,500,000 to convert work performed by temporary part time employees to permanent positions. Any unused amount shall roll over to the following fiscal year. The priority of the committee will be to first review the following classifications:~~

~~Pool Manager, PT~~
~~Recreation Attendant I, PT~~
~~Recreation Leader I, PT~~
~~Recreation Leader II, PT~~
~~Recreation Specialist I, PT~~
~~Recreation Specialist II, PT~~
~~Recreation Specialists III, PT~~
~~Van Driver, PT~~
~~Park Attendant, PT~~
~~Library Aide, PT~~
~~Library Assistant, PT~~
~~Parking Control Technician, PT~~
~~Life Guard, PT~~
~~Crossing Guard, PT~~
~~Custodian, PT~~

City of Oakland to SEIU, Local 1021
City Counter Proposal (CCP) to UP # 8 Additional Safety Labor-Management Committees
DATE: October 28, 2026

Appendix XX

Within ninety (90) days of the effective date of the Memorandum of Understanding (MOU) between the City of Oakland (City) and Service Employees International Union (SEIU), Local 1021, the City and SEIU Local 1021 will form a Joint Labor Management Committee (JLMC), whereby the parties will meet on a quarterly basis to discuss and attempt to resolve and/or ameliorate issues impacting workplace safety and traumatic incident prevention. including but not limited to the following departments or divisions:

- **Oakland Department of Transportation, Parking and Mobility Division;**
- **Oakland Fire Department, Mobile Assistance Community Responders of Oakland (MACRO); and**
- **Oakland Public Library.**

The JLMC will be coordinated through Employee Relations. The committee shall be no larger than 12 total persons (6 from the Union and 6 from the City). The City and the Union will mutually exchange their respective list of agenda items at least fourteen (14) calendar days in advance of the scheduled JLMC. The City will have department representative(s) in attendance at the meeting based on the item(s) in the agenda to be discussed. The parties may mutually cancel and/or add additional meetings. The Employee Relations committee member will forward to the appropriate department head and the Human Resources Director all joint labor and management recommendations and any items the parties cannot resolve. The department head and/or Human Resources Director will provide written responses to the forwarded items not later than the next scheduled meeting.

This Letter of Understanding will expire with the term of the MOU on June 30, 2029.

City of Oakland to SEIU, Local 1021
City Counter to Union Proposal # 26
DATE: October 28, 2026

~~Side Letter (NOT IN THE MOU)~~ **NEW APPENDIX**

Not later than **December 2026** **January 2027**, the City's Department of Public Works (OPW) Sewer Division will deploy a tented area on the north side of Building 4 at Edgewater where Sewer Division staff can decontaminate. The City will also explore more permanent alternatives for Sewer Division staff to decontaminate as part of a facility condition assessment that will be conducted at Edgewater before June 30, 2027. **Within 60 days of the completion of the assessment, the City will meet and discuss the results of this assessment with the Union and make best efforts to incorporate feedback from the Union in the final decision.**

Letter of Understanding between
International Federation of Professional & Technical Engineers, Local 21 ("Local 21"), Service Employees International Union, Local 1021 ("Local 1021"), International Brotherhood of Electrical Workers, Local 1245 ("IBEW"), Confidential Management Employees Association ("CMEA") and the City of Oakland ("City")

This Letter of Understanding is contingent upon agreement of the following terms between CMEA, IBEW, IFPTE Local 21, and SEIU Local 1021 related to a citywide total compensation survey. Provided there is agreement with CMEA, IBEW, Local 21 and SEIU Local 1021, the City would agree to the following:

1. **The City and the unions agree to conduct a joint citywide total compensation survey that includes applicable hard-to-fill CMEA, IBEW, Local 21, and Local 1021 classifications during the 2027 calendar year which will be finalized no later than December 31, 2027.**

2. **For the purposes of this Letter of Understanding, a hard-to-recruit classification is one in which the City has experienced sustained difficulty attracting, hiring, and/or retaining qualified candidates despite standard recruitment efforts. A determination that a classification is hard to recruit shall be based on objective recruitment data collected during the preceding twenty-four (24) months. Indicators may include, but are not limited to, the following:**

    - **Limited Qualified Applicant Pool**
        - **A recruitment receives a large number of applications (e.g., greater than 100) but fewer than five percent (5%) of applicants, or fewer than six (6) applicants, whichever is greater, meet the established minimum qualifications for the classification.**
    - **Extended Recruitment Period(s)**
        - **A recruitment announcement remains open, or is extended, beyond forty-five (45) calendar days, in order to attract a sufficient pool of qualified applicants.**
    - **Repeated Recruitment Efforts**
        - **The City conducts two (2) or more recruitments for the same classification within a twenty-four (24)-month period**

because previous recruitment efforts did not produce a sufficient eligible list to meet hiring needs.

- **Persistent Recruitment-Related Vacancies**
  - **Following the referral of qualified candidates, authorized vacancies remain unfilled for six (6) consecutive months or longer, because the eligible list does not contain a sufficient number of reachable candidates to support certification and departmental hiring.**
- **Voluntary Turnover**
  - **Twenty percent (20%) or more of employees appointed to the classification voluntarily separate from City employment within the first twelve (12) months after appointment.**

Note: A classification is not required to satisfy every indicator to be considered hard to recruit. HRM and the Unions shall evaluate the totality of the objective recruitment data when recommending a classification for inclusion in the citywide total compensation survey.

The parties may mutually agree to identify and discuss additional criteria that may be covered in this citywide total compensation survey. Absent agreement for additional criteria, the survey will be conducted based on the criteria described in No. 2 above.

3. **The City will go out for a Request for Proposal ("RFP") and will convene a joint committee consisting of four labor representatives (one representative from each miscellaneous union), and four city representatives, to select a mutually agreed-upon third-party consultant to conduct the citywide total compensation survey. Should the parties be unable to reach agreement on the definition of total compensation, the parties shall submit their proposed definition to the mutually agreed-upon third-party consultant who will make the final decision on such definition.**

4. **The cost of the survey shall be borne equally by both the unions and the City. The union will contribute equally towards the cost to survey the individual union's represented classifications. The City's contribution will not exceed the Council approved total budgeted expenditure of one hundred and fifty thousand dollars ($150,000) for all identified union classifications included in the survey. The maximum**

number of classifications for all unions to be surveyed will not exceed thirty-six (36).

5. **The City and the unions agree that the citywide total compensation survey will include the following comparator jurisdictions:**
   - **Alameda County**
   - **Berkeley**
   - **Concord**
   - **Contra Costa County**
   - **Fremont**
   - **Hayward**
   - **Richmond**
   - **San Francisco**
   - **San Jose**
   - **San Leandro**

In cases where two or more of these agencies do not have comparable classifications, the parties will mutually agree upon up to three additional comparators. If the parties do not reach agreement on the additional comparators, each party shall submit their proposed comparable jurisdictions to the mutually agreed-upon third-party consultant who will make the final decision.

6. **The findings of the citywide total compensation survey will be forwarded to the parties and may be considered during the next successor bargaining but shall not obligate the City to implement wage increases for the respective classifications based on the findings.**

This Letter of Understanding becomes effective following Council adoption of the parties' successor Memorandum of Understanding. The provisions of this Letter of Understanding are neither subject to the grievance procedure of the respective MOU nor impasse proceedings under Government Code Sections 3500 et seq. This Letter of Understanding shall expire when the total compensation study findings are received by the parties.

The City further agrees that should it reach agreement on this Letter of Understanding with any other miscellaneous union, including IFPTE Local 21, IBEW Local 1245, or CMEA, the represented employees of this bargaining unit shall receive the same Letter of Understanding terms.

This section shall sunset on June 30, 2029.

City of Oakland to SEIU, Local 1021
Counter to Union Proposal #14 – Illegal Dumping Enforcement and Abatement
DATE: October 29, 2026

Letter of Understanding

Upon request of the Union, the Oakland Public Works Department agrees to meet and discuss the division of work between Keep Oakland Clean and Beautiful (KOCB) and the Parks and Trees Unit and issues related to employee safety around illegal dumping in areas under the management of Parks and Trees. The parties will make best efforts to amend operable SOPs (standard operating procedures) to address the issues raised.

SEIU Local 1021 reserves the right to amend, revise, supplement or withdraw this proposal at any time.

City of Oakland to SEIU, Local 1021
City Counter to Union Proposal # 31 – Heavy Paving Differential
DATE: October 29, 2026

5.5.16 Self-Propelled Spreader Box (Applies to SB1, SC1, SD1, and SI1)

~~No u~~**U**nit member**s who have completed training to operate the self-propelled spreader box and are assigned to operate the self-propelled spreader box will receive one dollar ($1.00) per hour while operating the self-propelled spreader box. Effective the first full pay period in January 2027, the premium will increase to ten dollars ($10.00) per hour and will be paid to Heavy Equipment Operators assigned to operate the self-propelled spreader box and "rollers" adjacent to a self-propelled spreader box for the time performing those duties.** ~~ in the Public Works Maintenance)Worker classification shall be eligible to operate the self-propelled Spreader Box until the eligible unit member has completed appropriate City-provided training. The City shall provided this training no later than March 1, 2003. The City shall pay $1.00 per hour to eligible Public Works Maintenance Workers assigned to operate the self-propelled Spreader Box~~.

Effective the first full pay period in January 2027, unit members in the Public Works Maintenance Worker, Public Works Maintenance Leader, Street Maintenance Worker, and Street Maintenance Leader classifications who are assigned to a heavy paving crew that utilizes a self-propelled spreader box shall receive a premium of $3.50 per hour for actual hours spent performing such duties.

City of Oakland to SEIU, Local 1021
City Counter to Union Proposal # 2 – Interview Panels for Restricted and Promotional Lists
DATE: October 29, 2026 (REVISED)

[NEW SECTION]

14.7.# **Interview Panels for Restricted and Promotional Lists (Applies to SB1, SC1, SD1, and SI1)**

Once a restricted or promotional eligibility list for classifications in the Oakland Public Works Department and Department of Transportation has been established, and upon request of SEIU Local 1021 Chief Steward, the Director of Human Resources Management shall designate a qualified Human Resources staff member to be an observant, non-voting panelist in all interview panels for the list. Should the candidates on the restricted or promotional eligibility list have concerns about the integrity of the interview panel, upon request of SEIU Local 1021, the Human Resources staff member will meet with candidates and the Union representative and respond in writing to issues raised within 14 days of the meeting. This section shall sunset June 30, 2029.

14.2 Reduction in Force (Applies to SB1, SC1, and SD1 only)

The City shall attempt, insofar as possible, to accomplish any reduction in force by attrition rather than by layoff. The City agrees to keep the Union advised of financial planning that contemplates reduction ~~or~~ **of** unit members at least ~~one hundred and twenty (120)~~ **~~sixty (60)~~ ninety (90)** calendar days in advance. The City will provide the Union with a listing of classifications that may potentially be reduced at a future date. In the event that a reduction in force is required, it shall be carried out in accordance with the Personnel Manual and the following principles:

14.2.1 A reduction in force shall be effected on a City-wide basis for each classification to be reduced. Unit members in classifications affected by a reduction in force who are not subject to layoff may, with City approval, volunteer to be laid off.

14.2.2 Seniority in the affected class shall be a primary factor in accomplishing such a reduction in force.

14.2.3 At least thirty-five (35) calendar days' notice of any reduction in force shall be provided by the City to unit members in the affected classification.

14.2.4 In recall from layoff, the last person laid off shall be the first recalled.

14.2.5 A layoff (reinstatement) list shall remain in effect for a period of three (3) years.

14.2.6 ~~It is anticipated,~~ ~~i~~**I**n the case of a City reduction in force, ~~that~~ no unit member will be required to take accrued vacation prior to layoff.

14.2.7 The City will not use participants in any welfare-to-work program to replace or reduce the hours of current bargaining unit members or eliminate budgeted bargaining unit positions represented by the Union.

14.2.8 Upon the Union's request, the City will provide reports to the Union regarding the level of the City's participation in outside programs that could have an impact on working conditions of bargaining unit members.

14.2.9 ~~Further~~ ~~i~~ **I**mpacts on Unions represented positions that may occur as a result of the City's participation in welfare-to-work programs shall be subject to meet and confer.

14.2.10 In the event of a Reduction in Force (RIF), in addition to the rights set forth in the Personnel Manual/Civil Service Rules, the City **shall** ~~**will make reasonable efforts to**~~ "redeploy" **or "reassign"** qualified individuals who have been laid off

from City employment. This section shall sunset at the end of this MOU, June 30, **20296**.

- **Reassignment of represented employees will be done in alignment with the rights set forth in the Personnel Manual/Civil Service Rules if there are existing vacancies.**
- **Redeployment is the process of placing an employee into a budgeted, vacant position outside the employee's current classification, for which the employee meets the minimum qualifications.**

14.2.11 The ~~redeveloped~~ **redeployed** unit member shall remain on the Reinstatement List in accordance with the Personnel Manual/Civil Service Rules.

14.2.12 Nothing herein shall interfere with management's right to determine layoffs and such rights shall not be subject to the grievance procedure or Civil Service review. Further, nothing herein shall void or supersede the City's right to terminate a represented employee for cause as described in the current MOU and City's Personnel Rules.

14.2.13 With the exception of 14.2.12 above, nothing herein prevents the filing of a grievance regarding the misapplication of the specific provisions in this reduction in force article.

City of Oakland to SEIU, Local 1021
City Proposal (CP) # 11 Amended/Counter to Union Proposal #21
DATE: October 29, 2026

APPENDIX A
CHANGE IN WORKWEEK

2. Construction Inspector, Senior

The parties agree that the workweek of the classifications Construction Inspector, Senior (Field) and Construction Inspector, Senior (Office) shall be 40 hours per week at the same hourly rate of pay currently assigned to the Construction Inspector, Senior (Office) classification. The parties further agree that the two classifications shall be combined and incumbents' seniority preserved pursuant to Civil Service Rule 9.02(a),

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.

Deleted: <#>Hazardous Materials Inspector II¶
¶
The parties agree that the workweek of the classification of Hazardous Materials ¶
Inspector II shall be increased from 37.5 hours per week to 40 hours at the same ¶
hourly rate of pay.¶

For SEIU:

_____
Rob Szykowny
Chief Spokesperson

_____
Antoinette Blue
Oakland Chapter President

For City:

_____
Dania Torres
Chief Spokesperson

_____
Mary Hao
Human Resources Director

_____
Nora Knapp
ER Manager

City of Oakland to SEIU, Local 1021
City Proposal (CP) # 3
DATE: April 1, 2026

Deleted: APPENDIX N¶
¶
Side Letter Agreement: Workers' Compensation Claims Administrator¶
¶
During the terms of the contract, the City will issue a request for proposal for the ¶
administrator of its Workers' Compensation claims. After receiving proposals, prior ¶
to making a determination, and to the extent permitted by law, the City agrees to ¶
meet and discuss with the Union over the proposals¶

For SEIU:

_____
Rob Szykowny
Chief Spokesperson

_____
Antoinette Blue
Oakland Chapter President

For City:

_____
Dania Torres
Chief Spokesperson

_____
Mary Hao
Human Resources Director

_____
Nora Knapp
ER Manager

City of Oakland to SEIU, Local 1021
City Proposal (CP) # 4
DATE: 04/01/2026

APPENDIX K

DISPATCHER PROBATIONARY COMPLETION BONUS AND LATERAL PROBATIONARY PERIOD ~~EQUITY~~

Unit members hired into the classification of Police Communications Dispatcher or Fire Communications Dispatcher following the Oakland City Council's adoption of this Agreement shall receive a $500.00 (five hundred dollars) bonus upon successful completion of their probationary period.

Unit members who are laterally hired into the classification of Police Communications Dispatcher or Fire Communications Dispatcher following the Oakland City Council's adoption of this Agreement shall serve a six (6) month probationary period.

For SEIU:

_____
Rob Szykowny
Chief Spokesperson

For City:

_____
Dania Torres
Chief Spokesperson

City of Oakland to SEIU, Local 1021
City Proposal (CP) # 5
DATE: 04/01/2026

~~APPENDIX F~~

~~CHANGE IN BARGAINING UNIT ASSIGNMENT~~

~~Change classification series of Fire Suppression District Inspector from SD1 to SC1.~~

For SEIU:

_____
Rob Szykowny
Chief Spokesperson

For City:

_____
Dania Torres
Chief Spokesperson

City of Oakland to SEIU, Local 1021
City Proposal (CP) # 9
DATE: 04/13/2026

~~APPENDIX L~~

~~SAFE STREETS AND CLEAN NEIGHBORHOODS COMMITTEE SEATS~~

~~The City shall offer the Union three (3) seats on the Safe Streets & Clean Neighborhoods Committee (illegal dumping).~~

For SEIU:

_____
Rob Szykowny
Chief Spokesperson

For City:

_____
Dania Torres
Chief Spokesperson

City of Oakland to SEIU, Local 1021
City Proposal (CP) # 12 16.3.4 Contracting Out Committee
DATE: 5/6/26

~~16.3.4 Contracting Out Committee~~

~~Within ninety (90) days of ratification, the City and Union shall establish a committee consisting of equal representation of management and the Union, with no more than four (4) members selected by each. The committee shall meet monthly during the first ninety (90) days of operation: thereafter, the committee shall establish a meeting schedule by consensus. The committee shall establish rules of operation not later than the conclusion of the second meeting. The Committee will analyze the appropriateness of proposed agreements with outside vendors that impact bargaining unit work. If the work falls within the scope of the bargaining unit, the committee shall advise as to whether the work can be appropriately performed by current bargaining unit members. A joint report shall be presented by the committee to the City Administrator. Should the parties be unable to reach an agreement on issues, the report will set forth the respective positions of the parties. The fiscal year 2015-17 City adopted budget includes a redirection of the funding identified below from the Capital Improvement Program (CIP) Budget to the operating budget, as follows:~~

~~• Add to amount of work on pothole blitz with overtime: $50,000~~
~~• Add pothole/seam sealing crew (three (3) new FTE): $462,000~~
~~• Add road repair (seam sealing) weekends overtime: $30,000~~
~~Total: $542,000~~
~~For each fiscal year~~

~~The adopted budget increases Oakland Public Works' (OPW) staffing with an additional three (3) full time equivalent (FTE) employees within the Streets and Sidewalks Division. Further review of the CIP will be assessed by the Committee.~~

Union Proposal 15 – TPT Rest Period

12.1.2 Rest Period (Applies to SB1, SC1, SD1, and SI1 as designated)

One fifteen (15) minute rest period shall be scheduled during each work period of three (3) or more hours; this rest period shall be scheduled at the discretion of the department head or authorized supervisor, with no loss of pay or time off charged.

12.1.2.1 Rest Period for Temporary Part-Time Members (SI1)

One rest period of fifteen (15) minutes duration shall be scheduled during each work period of three ~~and one-half~~ (3 ~~1/2~~) or more hours; such scheduling shall be at the discretion of the department head or authorized supervisor, with no loss of pay or time off charged.

SEIU Local 1021 reserves the right to amend, revise, supplement or withdraw this proposal at any time.

Union Proposal 29 – Oakland Sanctuary City (First Revised)

***Note: The Union proposes that this Appendix add to and supplement the parties' 2025 agreement on "City Guidance and Employee Training Regarding Federal Immigration Enforcement in the Workplace"**

APPENDIX #

The Union and the City agree to meet up to two times per year, at the request of the Union, to review the content and implementation of the employee training on Federal Immigration Enforcement in the Workplace. Topics of the meeting may include, but shall not be limited to any proposed changes to the Administrative Instruction on this issue, how many employees have participated in the training, the plan for completing training for the remainder of employees, statutory changes impacting the training, and enforcement changes impacting the training. The Union may bring up to three bargaining unit members to the meeting, in addition to any relevant Union staff.

~~**Overview**~~

~~This Article establishes workplace protections, training, notice requirements, leave rights, and non-retaliation protections for represented employees in connection with federal civil immigration enforcement activity. Nothing in this Article shall be construed to require any employee to obstruct, interfere with, or fail to comply with a valid judicial warrant, subpoena, court order, or other legal obligation. To the maximum extent permitted by law, the City shall not voluntarily assist, facilitate, or provide City resources, personnel, property, equipment, or non-public information for federal civil immigration enforcement.~~

~~**APPENDIX #**~~
~~**(Applicable to SB1, SC1, SD1, SI1)**~~

~~**#.1 Workplace Protections During Federal Civil Immigration Enforcement Activity**~~

~~SEIU Local 1021 and the City acknowledge federal civil immigration enforcement activity in or around City worksites, City facilities, or City-controlled property can disrupt City operations, chill access to City services, and negatively affect the safety, well-~~

being, and working conditions of employees. The parties further acknowledge Oakland's long-standing sanctuary policies, including but not limited to Ordinance No. 13515, Council resolutions, and any executive orders or administrative directives limiting the use of City resources, property, personnel, or information for civil immigration enforcement. This Article shall be interpreted to ensure that City resources, personnel, property, and employee information are not voluntarily used to assist federal civil immigration enforcement, except as required by law.

#.1.2 Oakland's sanctuary city policy prohibits city employees from using city resources to enforce federal immigration law. The policy also limits when law enforcement can share information with Immigration and Customs Enforcement (ICE). ICE and other immigration enforcement activities would pose a severe disruption to Oakland residents, people accessing City services, and employees.

#.2 Sanctuary Training

#.2.1 The City shall provide mandatory training for all employees on sanctuary policies, including but not limited to interactions with law enforcement on City property, collection and protection of immigration information, and emergency procedures.

#.3. Emergency Management and Communication

#.3.1 The City shall maintain and make available to employees a current list of immigrant-rights, legal, housing, health, emergency, and employment-related resources posted on the City's public immigrant-rights webpage and internal employee resources. The City shall review and update these resources at least quarterly and within ten (10) business days after any material change in City policy or applicable law.

#.4 City Commitment and Implementation of Sanctuary Policy

#.4.1 To the maximum extent permitted by law, the City shall not voluntarily make City-owned or City-controlled property available for federal civil immigration enforcement.

#.4.2 Upon request by ICE agents or other immigration enforcement agents to enter City property or to obtain or review employee records or records of Oakland residents or

those accessing City services, PIC ("Person in Charge") shall verify the immigration agent's credentials and require a criminal judicial warrant signed by a federal judge. The City shall not admit ICE agents or other immigration enforcement agents based upon an administrative warrant, ICE detainer, or other document issued by an agency enforcing civil immigration law.

#.4.3 No represented employee shall be disciplined, investigated, retaliated against, threatened, denied promotion, denied overtime, negatively evaluated, reassigned, or otherwise subjected to adverse action for good-faith compliance with this Article, the City's sanctuary policies, or instructions from a supervisor concerning civil immigration enforcement activity. The protections in this section apply equally to employees who witness, report, object to, decline voluntary participation in, or seek guidance regarding federal civil immigration enforcement activity.

#.4.4 The City shall defend and indemnify represented employees, to the extent permitted by law, for claims, complaints, subpoenas, investigations, threats of liability, or legal proceedings arising from the employee's good-faith performance of assigned duties or good-faith compliance with this Article, City sanctuary policies, or direction from the supervisor or department head. The City shall not require an employee to personally retain counsel for actions taken in the course and scope of City employment unless the City determines in writing that a conflict of interest exists, in which case the City shall comply with applicable law regarding employee defense and representation.

#.4.5 The City shall not inquire into, demand proof of, collect, use, or disclose any employee's immigration or citizenship status except as required by federal employment eligibility verification law, state law, subpoena, court order, or other applicable legal obligation. The City shall not request more or different employment authorization documents than required by federal law, shall not misuse E-Verify, and shall not report or threaten to report an employee, former employee, applicant, or family member to immigration authorities in response to protected activity. Following initial employment eligibility verification, the City shall not conduct subsequent reverifications.

#.4.6 The City shall not voluntarily disclose employee records, employee schedules, home addresses, personal contact information, emergency contacts, work locations, immigration-related information, or other non-public employee information to immigration enforcement agents except as required by law, subpoena, court order,

judicial warrant, or other legally binding process reviewed by the City Attorney's Office. The City shall not provide immigration enforcement agents with access to City databases, personnel systems, security systems, badge systems, or scheduling systems except as required by law.

#.4.7 No represented employee shall be required, directed, or pressured to assist, facilitate, translate for, provide logistical support for, share information with, or otherwise participate in federal civil immigration enforcement except where required by law or by a valid court order. Employees who receive such requests shall refer them to the PIC and/or City Attorney's Office.

#.5 Immigration Enforcement Emergency Leave

#.5.1 A represented employee shall be entitled to up to five (5) workdays of paid Immigration Enforcement Emergency Leave per incident when the employee, or the employee's family member, is detained, questioned, arrested, subpoenaed, ordered to appear, required to attend an immigration-related appointment, or otherwise directly involved in a federal civil immigration enforcement action. Leave may also be used when the employee reasonably believes, based on specific and articulable facts, that reporting to or remaining at the worksite would expose the employee to imminent immigration enforcement activity at or near the worksite.

#.5.2 For purposes of this section, "family member" shall include spouse, domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, any person for whom the employee stands in loco parentis, any person who stood in loco parentis to the employee, and any designated person identified by the employee consistent with applicable leave law.

#.5.3 The City shall not require disclosure of immigration status as a condition of approving leave. The employee's statement that qualifying circumstances exist shall be sufficient, absent evidence of fraud. Additional paid or unpaid leave may be granted upon request, and the City shall not unreasonably deny such request.

#.5.4 SEIU Local 1021 represented employees can elect to be placed on paid administrative leave should they or their family member be detained by immigration enforcement, regardless of their immigration status.

#.6.2 Legal Support & Representation

#.6.2.1 Work-Related Representation.

The City shall provide legal representation, to the extent permitted by law, for represented employees who are questioned, subpoenaed, threatened with liability, named in a complaint, sued, arrested, cited, or otherwise subjected to legal process because of actions taken in good faith within the course and scope of employment, including compliance with this Article and City sanctuary policies.

#.6.2.2 Personal or Family Immigration Legal Support.

Where an employee or family member is detained, questioned, ordered to appear, or otherwise directly affected by federal civil immigration enforcement, the City shall provide timely referral information for immigration legal services, know-your-rights resources, employee assistance resources, and any City-sponsored or partner legal clinics. The City shall not require the employee or family member to disclose immigration status to receive such referral information.

#.6.2.3 Confidentiality.

Requests for legal support or referral under this section shall be treated as confidential personnel-related information and shall not be disclosed except as required by law or with the employee's written authorization.

5.1 Salary Deductions (Applies to SB1, SC1, SD1, and SI1)

5.1.1 Adjustments for Overpayment

In the event the City erroneously overpays a unit member regardless of fault, the City shall recover overpayment as described in Section 5.3.1.1

5.1.1.1 The City will provide written notice to each employee when ~~he/she~~ **they** receive**~~s~~** a wage overpayment. The notice will advise the employee of the amount of the overpayment and request that the employee **consent to deduct** either ~~reimburse the City for~~ the full amount of the overpayment **from the employee's paycheck** or ~~**consent to deduct** the overpayment from the employee's paychecks~~**,** **in increments not to exceed** five percent (5.0%) ~~**increments**~~ of the employee's gross salary per pay period **from the employee's paycheck**, for as many consecutive pay periods as is necessary until the overpayment is recouped in its entirety. The notice shall also advise employees of the right not to consent, provided however, the City may pursue appropriate legal action.

City of Oakland to SEIU, Local 1021
UNION PROPOSAL #4 (REVISED) City Counter Proposal to UP 4 - 5.6.5 Safety Shoe Voucher
DATE: ~~5/27/26~~

5.6.5 Safety Shoe Voucher (Applies to SB1, SC1, SD1, and SI1)

The City may require unit members to wear safety shoes while performing duties for the City. Unit members serving in the following classifications shall wear safety shoes:

Animal Care Attendant	Irrigation Specialist
Animal Control Officer	Library Aides or Library Assistants who are designated and assigned to delivery or sorting services in the sorting area of the Main Library
Auto Equipment Mechanic	Maintenance Mechanic
Auto Equipment Painter	Painter
Auto Equipment Service Worker	Park Attendant
Blacksmith Welder	Park Equipment Operator
Carpenter	Parking Control Technician
Community Intervention Specialist (CIS)	Parking Control Technician II
Concrete Finisher	Parking Meter Collector
Construction and Maintenance Mechanic	Parking Meter Repair Worker
Construction Inspector	Plumber
Custodian (on the route)	Police Evidence Technician
Electro Mechanical Machinist	Police Service Technician II
Equipment Body Repair Worker	Public Works Maintenance Worker
Emergency Medical Technician (MACRO EMT)	Reproduction Assistant
Equipment Parts Technician	Reprographic Offset Operator
Fire Equipment Technician	Senior Construction Inspector
Fire Prevention Bureau Inspector	Senior Specialty Combination Inspector
Fire Suppression District Inspector	Sewer Maintenance Leader

Food Program Coordinator	Sewer Maintenance Worker
Food Service Worker	Sign Maintenance Worker
Gardener Crew Leader	Specialty Combination Inspector
Gardener I	Stationary Engineer (and PPT)
Gardener II	Storekeeper
Greenskeeper	Street Maintenance Leader
Hazardous Materials Inspector II	Street Sweeper Operator
Head Start Courier	Traffic Painter
Heavy Equipment Mechanic	Tree Worker/Driver
Heavy Equipment Operator	
Heavy Equipment Service Worker	

In addition, the City shall make available at each branch library slip-on safety shoes for those unit members who may be incidentally assigned to perform receiving/sorting activities.

5.6.5.1 City Contribution (Applies to SB1, SC1, and SD1 only)

For each unit member required by the City to wear safety shoes (and not listed below in section 5.6.5.2), the City shall provide a voucher from the City designated department for ~~two hundred dollars ($200)~~ **two-hundred-fifty ($250)** annually toward the cost of acquiring one (1) pair of safety shoes and related shoe supplies as appropriate for the unit member's position through the City vendor. Vouchers will be available in January of each fiscal year. "Safety shoes" means foot protection that complies with the requirements of Cal/OSHA – Title 8, Subchapter 7, Group 2, Article 10, §3385 Foot Protection.

5.6.5.2 Positions Eligible for Second Voucher (Applies to SB1, SC1,

and SD1 only)

For each unit member required by the City to wear safety shoes and assigned for at least six (6) consecutive months to one or more of the following classifications: Street Sweeper Operator, Heavy Equipment Operator when assigned to KOCB, Parking Meter Collector, Sewer maintenance Worker, Sewer Maintenance Leader, Public Works Maintenance Worker assigned to KOCB, Street Maintenance Leader assigned to KOCB, Traffic Painter, Painter assigned to Graffiti, the classifications assigned to the Heavy Pavement Crew and the classifications assigned to the Undulation Crew, **Gardener II, Gardener Crew Leader, Carpenter, Plumber, and Animal Control Officer, and Construction and Maintenance Mechanic, Maintenance Mechanic, Painter, Auto Equipment Mechanic, Auto Service Worker, Heavy Mechanic, and Heavy Service Worker** the City shall provide vouchers from a City vendor for ~~two hundred dollars ($200)~~ **two-hundred-fifty ($250)** bi-annually toward the cost of acquiring safety shoes and related shoe supplies as appropriate for the unit member's position. Vouchers will be available in January and August of each fiscal year. The City shall provide the vouchers during January and August of each fiscal year. "Safety shoes" means foot protection that complies with the requirements of Cal/OSHA – Title 8, Subchapter 7, Group 2, Article 10, §3385 Foot Protection.

Union Proposal 1 – Compensatory Leave (First Revised)

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)~~ **~~ninety-six (96)~~ eighty-eight (88)** 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.

The City makes no representation as to the tax consequences of an employee carrying compensatory time off between tax years. It is the employee's sole responsibility to address the tax consequences.

5.5.5 ~~Acting Pay~~ **Additional Duty ~~Assignment~~** (Applies to SB1, SC1, and SD1 only)

An Additional Duty Assignment is when a represented employee retains the duties of their current classification and takes on some or all of the duties of a higher ~~upgraded position~~ classification on a temporary basis. The provisions of this section are to align with California Government Code 20480. Department heads or designee **~~may~~ shall** authorize **~~acting pay~~ Additional Duty A**ssignments for unit members **based on the duration of the assignment.~~, not to exceed thirty (30) calendar days. The City Administrator shall approve acting pay assignments that exceed thirty (30) calendar days. The City shall report special compensation for Additional Duty Assignments in accordance with CalPERS regulations~~. The premium pay shall be incorporated into the represented employee's compensation reported to CalPERS to the extent permitted by CalPERS law and regulations.**

Any represented employee who has been assigned an **Additional Duty Assignment**, in writing **by their department head or designee,** 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.

As required by California Government Code section 20480, employees working in an Additional Duty Assignment in an approved, budgeted vacant position for which there is an active recruitment (also known as an out-of-class assignment) shall be limited to 960 hours per fiscal year (July 1 through June 30). The City shall report the hours worked in Additional Duty of out-of-class assignment to CalPERS.

If the **~~acting pay~~ Additional Duty A**ssignment 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**n Additional Duty Assignment ~~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 **Additional Duty Assignment** ~~acting~~ assignment. However, a represented employee **in an Additional Duty Assignment ~~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**~~ **Additional Duty Assignments** 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 nine hundred sixty (960) hours each fiscal year. For the purposes of this provision, the 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.

5.5.5.1 Temporary Upgrade Assignments

A Temporary Upgrade Assignment is work in a higher classification of limited duration where the employee assumes the full range of responsibilities for the higher classification. Temporary Upgrade assignments shall be memorialized, in writing, by the Department head or designee and Director of Human Resources Management. Employees who are assigned Temporary Upgrade Assignments shall be paid at the step in the higher classification that is at least 5% higher than the employee's current base hourly rate in their current position. Such compensation shall commence from and include the first day of such work in the higher classification until the end of the assignment. The City shall report special compensation for Temporary Upgrade Assignments in accordance with CalPERS regulations.

An employee offered a Temporary Upgrade Assignment shall receive an offer letter from the City, which shall include all terms and conditions of the assignment, including but not limited to impacts on the employee's existing classification. The City shall make every reasonable effort to rotate Temporary Upgrade Assignments 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.

As required by California Government Code section 20480, employees working in a Temporary Upgrade Assignment in an approved, budgeted vacant position for which there is an active recruitment (also known as an out-of-class assignment) shall be limited to 960 hours per fiscal year (July 1 through June 30). The City shall report the hours worked in a Temporary Upgrade, out-of-class assignment to CalPERS. The premium pay shall be incorporated into the represented employee's compensation reported to CalPERS to the extent permitted by CalPERS law and regulations.

Union Proposal 7 – Animal Services Safety Equipment (REVISED 10/29)

~~13.xx Animal Services Safety Equipment (Applies to SB1, SC1, SD1, and SI1)~~

LETTER OF UNDERSTANDING

The City has purchased one additional washer unit and one additional dryer unit for Animal Services. They shall be installed within 60 days of the ratification of the parties' MOU with a term beginning in 2026.

Furthermore, the City has purchased new and appropriate tools for performing animal decapitations. The City shall ensure tools are delivered within 60 days of the ratification of the parties' MOU with a term beginning in 2026.

The terms of this LOU are enforceable under the grievance procedure of the MOU between the City of Oakland and SEIU Local 1021.

SEIU Local 1021 reserves the right to amend, revise, supplement or withdraw this proposal at any time.

12.2.2 Reassignment and Transfer (Applies to SB1, SC1 and SD1 only)

Unit members who are interested in being considered for reassignment may submit a written request, in accordance with established procedures, to their departmental or divisional personnel office for positions within their department or division.

Unit members who have completed their applicable probationary period may ~~shall~~ submit a transfer application ~~request to Human Resources Management (HRM)~~ through the City's applicant tracking system for consideration to transfer to a position in another department. ~~HRM~~ Human Resources Management will provide names of ~~permanent unit members~~ **all** transfer candidates ~~who have made themselves available for transfer~~ to departments submitting requisitions to fill positions. ~~When filling a vacant authorized position,~~ ~~t~~The City may consider unit members for such transfer assignment on the basis of seniority.

Commented [RS1]: Parties agreed 10/29 to retain "may"

For SEIU:

_____
Rob Szykowny
Chief Spokesperson

For City:

_____
Dania Torres
Chief Spokesperson