

SEIU LOCAL 1021

TENTATIVE AGREEMENT WITH CITY OF OAKLAND

2022 SUCCESSOR BARGAINING

On July 12, 2022, SEIU Local 1021 General Unit and the City of Oakland reached a tentative agreement on the terms of a successor Memorandum of Understanding. The tentative agreements on specific contract sections are attached. What follows is a summary of the agreements reached:

Term: Three years, MOU expiring June 30, 2025

Wage Increases: (14% over 3 years) - 5.0% in July 2022; **2.5%** in July 2023; **2.5%** in January 2024, **2.0%** in July 2024, **2.0%** in March 2025

Dental Benefits: Cap on annual coverage to increase from \$1,500 to **\$2,000 and implants will be covered** (effective 2023)

TPT Conversion: \$1,500,000 of temporary positions will be made **permanent positions** in Financial Year 2023-2024

Equity Adjustments: Effective October 2022, additional raises of **3.0%** for: Public Works Maintenance Worker; Sewer Maintenance Worker; Police Communications Dispatcher; Fire Communications Dispatcher; Parking Control Technician; Park Attendant; Construction Inspector; Sr. Construction Inspector; Specialty Combination Inspector; Sr. Specialty Combination Inspector; Librarian II

Juneteenth and Cesar Chavez Day Holidays: Effective 2023, there will be 2 new holidays (Juneteenth and Cesar Chavez Day) and in exchange the City will no longer observe the Lincoln's Birthday Holiday

TPT Floating Holiday: One additional Floating Holiday for TPTs

Pandemic Service Recognition: Permanent employees will receive an **extra week (5 days) of vacation**, and 5 additional days of COVID leave once state leave expires

Professional Development: Increasing professional development reimbursement by \$100 to **\$250** total

Commercial Driving License Reimbursement: City to reimburse employees for classes to obtain Class B and Class A commercial licenses during years when the City does not offer classes

Uniform Allowance: Allowance for public safety employees to **be increased by 5%**

Crew Leader Premium: **\$1.50** premium for employee leading a construction crew of five or more

Safety Shoe Voucher: One additional shoe voucher per year for 8 classifications in OPW and DOT

Animal Shelter Laundry: New washing and drying units to be purchased for Animal Shelter

Telecommute: New process and protection for telecommuting where work can be done remotely

Workers Compensation Claims Administrator: City will issue RFP to firms for a new bid

SEIU Local 1021 City of Oakland 2022 MOU Bargaining Fully Executed T/A Packet



CITY OF OAKLAND

This packet contains the totality of agreed upon proposals between the City of Oakland and SEIU Local 1021. This packet can be shared with qualified Union members.

DRAFT
Not Ratified by SEIU 1021 Membership

SEIU LOCAL 1021

TENTATIVE AGREEMENT WITH CITY OF OAKLAND

2022 SUCCESSOR BARGAINING

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Comprehensive Tentative Agreement

The following represents the comprehensive Tentative Agreement between the City of Oakland and SEIU, Local 1021. This tentative agreement is a package including compromises on both sides. Both parties have agreed to recommend this package for member ratification and adoption by the City Council. Upon approval by both parties, an amended MOU will be prepared to incorporate the terms set forth herein.

1. Term of Agreement

- July 1, 2022 to June 30, 2025

2. Salary Increase [MOU Sec. 5.1.1]

- Fiscal Year 2022-23: 5.0% effective as follows:
 - o First full pay period following later of July 1, 2022 or Council adoption: 5.0%
- Fiscal Year 2023-24: 5.0% effective as follows:
 - o First full pay period following later of July 1, 2023 or Council adoption: 2.5%
 - o First full pay period following later of January 1, 2024 or Council adoption: 2.5%
- Fiscal Year 2024-25: 4.0% effective as follows:
 - o First full pay period following later of July 1, 2024 or Council adoption: 2.0%
 - o First full pay period following later of March 1, 2025 or Council adoption: 2.0%

3. Equity Adjustments

- City 7/8/22 Proposal (Attached)

4. Pandemic Service Stipend

- Effective first full pay period following City Council adoption, each full-time bargaining unit member will receive a one-time benefit of five (5) days (1 workweek) of Extra Vacation Leave.
- Effective upon expiration of the current state of California provided sick leave designated SB 114 (SPSL) leave, each full-time bargaining unit member will receive a one-time benefit of five (5) days (1 workweek) of SB 114 (SPSL) sick leave. This sick leave shall expire three months after it is issued by the City.
- Part Time employees (SB1, SC1, and SD1) in paid status on adoption will receive vacation and SB 114 (SPSL) time pro-rated based on their schedule.
- Note: SI1 employees already granted a floating holiday in Parties' Tentative Agreement on holiday proposal

5. Medical/Dental

- City 7/8/22 Counter to UP # 1 Dental (Attached)

City of Oakland/SEIU Local 1021

2022

City of Oakland to SEIU, Local 1021
Comprehensive Tentative Agreement

6. Certification of Eligibles (MOU Article 14)
 - Union Counter to City Proposal # 10 (Attached)
7. Promotional, Restricted, and Open Examinations (MOU Section 14.7)
 - City Proposal # 9 (Attached)
8. OPW and DOT Lead Worker Premium (MOU Section 5.5.18)
 - City 7/8/22 Counter to Union Proposal # 3 (Attached)
9. OPD Civilian Disciplinary Process
 - City 7/8/22 Counter to Union Proposal # 22 (Attached)
10. Appendix I (TPT)
 - City 7/8/22 Counter to Union Proposal # 30 (Attached)
11. Arbitration List (MOU Article 15.2.4)
 - Union 7/8/22 Proposal (attached)
12. Animal Control Washer/Dryer (not for inclusion in MOU)
 - City will purchase new washer and dryer for Animal Control no later than December 31, 2022

For SEIU Local 1021:

City of Oakland:


Rob Szykowny, Chief Spokesperson


Charles Sakai, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022

The parties tentatively agree to extend the current Memorandum of Understanding between the City of Oakland and Service Employees International Union, Local 1021 until June 30, 2022. All terms and conditions will remain intact during this time.

Sunset Clauses

All sunset clauses in the MOU and Side Letter Agreements with an expiration date between June 30, 2019 and June 30, 2021, inclusive, shall be extended to June 30, 2022.

ARTICLE 5: COMPENSATION

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

5.1 Salary Schedules

5.1.1 Salary Increase (SB1, SC1, SD1 and SI1)

~~First full pay period following July 1, 2019: 1%
[To be eligible, a unit member must be a current employee in active status upon City Council adoption of the 2019 – 2020 MOU.]~~

~~First full pay period following November 1, 2019: 1%
[To be eligible, a unit member must be a current employee in active status upon City Council adoption of the 2019 – 2020 MOU.]~~

~~First full pay period following January 1, 2020: 1%
[To be eligible, a unit member must be a current employee in active status on January 1, 2020.]~~

~~First full pay period following July 1, 2020: 2%
[To be eligible, a unit member must be a current employee in active status on July 1, 2020.]~~

~~First full pay period following January 1, 2021: 1%
[To be eligible, a unit member must be a current employee in active status on January 1, 2021.]~~

Effective the first full pay period following July 1, 2021, wages for represented employees shall be increased by three percent (3.0%)

For SEIU:

Rob Szykowny, Chief Spokesperson

Felipe Cuevas, Chief Spokesperson

For City:

Ian Appleyard, Chief Spokesperson

Date: 5/18/2021

Date: 5/18/2021

Tentative Agreements

The City and Union agree to include all tentative agreements reached by the parties as of July 8, 2022.

- Sec. 2.1 Discrimination Prohibited (5/3/22)
- Sec. 5.4.3 Salary Steps (6/14/22)
- Sec. 5.5.5 Acting Pay (6/01/22)
- Sec. 5.5.14 Certified Training Officer (OPD and OFD) (6/1/22)
- Sec 5.6.1.4 Meal Allowance (7/8/22)
- Sec. 5.6.2 Uniform Allowance (7/8/22)
- Sec. 5.6.5 Safety Shoe Voucher (6/22/22)
- Sec. 5.7 Required Licenses and Certification (6/22/22)
- Sec. 8.4.2.8 Traumatic Incident Leave (6/15/22)
- Sec. 10.6 Personal Business Leave (5/3/22)
- Sec. 11.1 Designated Holidays (6/22/22)
- Sec. 14.14 Professional Development Amount (7/8/22)
- App. C Professional Development Classifications (6/7/22)
- Sideletter Health and Safety (COVID 19) (6/29/22)
- LOU Telecommute LOU (7/6/22)
- LOU Animal Control Sideletter (6/15/2022)
- Sideletter Workers Compensation (7/6/22)

The City and the Union both agree to withdraw all other proposals and counter-proposals not previously tentatively agreed to or specifically addressed in this Comprehensive Tentative Agreement.

DRAFT
Not Ratified by SEIU Local 1021 Membership

GROUND RULES FOR 2022 SUCCESSOR CONTRACT NEGOTIATIONS
City of Oakland and SEIU, Local 1021

These ground rules apply to the Service Employees International Union, Local 1021 (“SEIU”) and the City of Oakland, for the 2022 successor negotiations:

1. **Bargaining in Good Faith**: SEIU and the City of Oakland negotiating teams enter into successor negotiations with the intention of reaching mutual and full agreement by the expiration of the agreement.
2. **Chief Spokesperson**: SEIU and the City of Oakland agree to negotiate in good faith through each respective party’s Chief Spokesperson. The City agrees to negotiate only through SEIU’s Chief Spokespeople. SEIU agrees to negotiate only through the City’s Chief Spokesperson. The City’s designated Spokespeople are Charles Sakai and Mark Love. SEIU’s designated Chief Spokespeople are Rob Szykowny and Felipe Cuevas. During negotiating sessions, all City and SEIU negotiators may express opinions, share ideas, suggest options, and provide additional information. Statements made by individual negotiation team members shall not be attributed to either the City team or the SEIU team, and statements of individual team members shall not constitute a proposal, counterproposal, or rejection of a proposal. Negotiations proposals, either on or off the record, shall be directed to the parties Chief Spokespeople only.
3. **Correspondence**: All correspondence between SEIU and the City of Oakland regarding these negotiations will be addressed to the SEIU and City Chief Spokespeople.
4. **Requests for Information**: Information requests shall be in writing; email directed to the Chief Spokespeople is acceptable for this purpose. Information shall be provided as soon as possible. If the information is not available, or if the responding party believes the request would be unduly burdensome, the parties will discuss the alternatives.
5. **Scheduling and Preparing for Sessions**: All dates, times, and places/electronic platform(s) for negotiations will be established by mutual agreement. Parties will make best efforts to meet in-person, consistent with governing health orders and/or facility policy. If either party needs to cancel they will do so at the earliest possible time through the party’s Spokespeople. Negotiations shall occur on a sufficient amount of dates mutually agreed upon to conclude bargaining by the timeframe required by the expiration of the current labor agreement, June 30, 2022.
6. **Caucus and Breaks**: SEIU and the City of Oakland may each call for a caucus at any point in negotiations. The party calling for a caucus shall give the other an estimated time of return. If the estimated time of return changes during the course of the caucus, the caucusing party

shall so inform its counterpart as a matter of courtesy. The party calling the caucus will inform the other team if the caucus extends past 60 minutes.

7. **Agenda:** SEIU and the City of Oakland will discuss and arrange an agenda for each session, ideally no later than the end of the previous meeting; however there will be flexibility to modify the agenda as necessary as agreed to by the parties. The parties shall prepare adequately for discussions on all mutually agreed upon issues on the agenda for each meeting to maximize the efficiency of bargaining. Parties shall not be prevented from presenting proposals or counters because they are not on the agenda.
8. **Record Keeping:** SEIU and the City of Oakland will be responsible for keeping their own bargaining notes for negotiations. Audio and/or video recording will not be permitted.
9. **Cell Phones:** Cell phones will be on silent or vibrate during negotiations sessions and phone calls, if necessary, shall be taken outside the room to not distract from the work of the larger body.
10. **Deadline for New Proposals:** SEIU and the City of Oakland agree that the deadline for new proposals will be May 27, 2022. No new proposals will be accepted after that meeting unless mutually agreed to by the other party.
11. **Proposal and Counter Proposals and Tentative Agreements:** All proposals and counter proposals shall be dated *and* in writing. The parties agree to provide electronic copies of proposals and counter proposals. All tentative agreements shall be in writing, dated and signed by the Chief Spokespeople for each party. When a final and full Tentative Agreement is reached, both parties will recommend approval. Final approval of the Tentative Agreement is subject to ratification by the SEIU membership and adoption by the City Council.
12. **Impasse Procedures:** It is the intention of the parties to reach agreement. However, should impasse be declared, the Meyers-Milias-Brown Act as amended shall govern impasse procedures. This does not preclude the parties from engaging in mediation in an attempt to overcome impasse..
13. **SEIU Team Member Compensation:** An employee who is a member of the SEIU bargaining team that is scheduled to work all or part of a day SEIU and the City are in bargaining and/or agreed caucus days, the employee will be paid for the portion of the day scheduled for bargaining, including reasonable travel time (if applicable). No employee will be paid if they attend bargaining on a non-work day or for bargaining outside of their normal working hours unless the parties have agreed to modify temporarily the employees' schedule. However, an employee who works a swing or night shift who is on the bargaining team may either be released from their shift immediately preceding or following the scheduled bargaining session, or rescheduled to the day shift for the time period the parties are in bargaining, as determined by management in consultation with the Union. In addition, it is understood that

no employee will be paid overtime for bargaining. The parties will make best efforts to modify employees' schedules so that they coincide with bargaining.

14. Use of Copiers and other Office Equipment: If the parties agree to meet in person, the parties agree to make available copiers and other office equipment necessary to conduct bargaining when they are hosting negotiations at their offices.

Date:

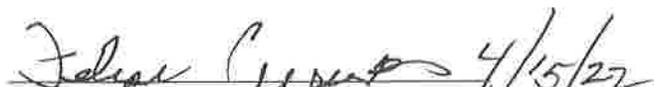
Date: 4/15/22

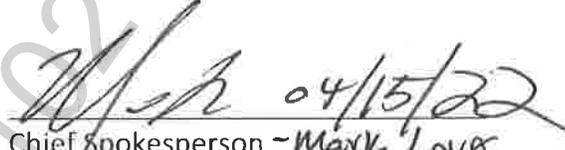
SEIU Local 1021:

City of Oakland:


Chief Spokesperson


Chief Spokesperson


Chief Spokesperson 4/15/22


Chief Spokesperson - Mark Love 04/15/22

DRAFT
Not Ratified by SEIU

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT
Article [Article 2] – [Discrimination Prohibited]
Page 1 of 1

Proposal: City Proposal # 7

2.1 Discrimination Prohibited (Applies to SB1, SC1, SD1, and SI1)

The City and the Union agree that they shall not discriminate in any way within the meaning of the law, on account of race, color, creed, religion, sex, national origin, political affiliation, age, sexual orientation, disability, Acquired Immune Deficiency Syndrome (“AIDS”), AIDS Related Complex (“ARC”), gender expression, gender identity, or marital status of a member legally qualified to perform the job. The City further agrees that no employee shall be discriminated against because of Union membership, or protected union activity.

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 5/3/2022

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 3 May, 2022

DRAFT
Not Ratified by SEIU 1021 Membership

Proposal: City Proposal # 02

5.4.3 Salary Steps (Applies to SB1, SC1, and SD1)

Advancement within the salary schedule specified for a permanent unit member's classification shall be on the basis of one year's satisfactory service, as evidenced by a performance evaluation, in the unit member's classification without having received during that one year a step increase in salary. A salary step increase for a unit member who is entitled to such an increase shall be effective at the beginning of the pay period in which the anniversary date of appointment in such classification falls; provided, however, that a unit member who has demonstrated outstanding achievement in the public service may receive a step increase at an interval other than set forth above if there has been unusual difficulty in retaining competent unit members at the lower step or a unit member has demonstrated outstanding achievement in the public service, that unit member may receive a step increase at an interval other than set forth above. The City will provide notice to the Union, which shall include the reason for the increase, prior to providing an off schedule step increase.

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 6/14/2022

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 6/14/22

Proposal: City intends to revise the Acting Pay premium

Article 5: Compensation (Applies to SB1, SC1, SD1, and SI1 as designated by subsection)

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

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

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

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

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

The City shall make every reasonable effort to rotate Acting Pay by rank order of an existing eligibility list in the appropriate classification. In the absence of an eligibility list of the appropriate classification the City shall

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT

Article 5.5.5 – Acting Pay

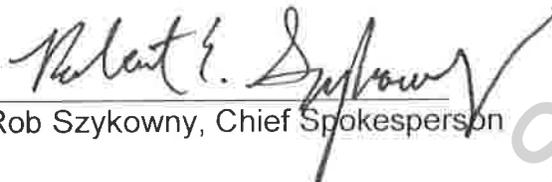
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make every reasonable effort to rotate by seniority. No unit member shall be in an acting assignment for more than ~~six (6) months in a nine (9) month period, unless no other qualified unit member is available or willing to take the assignment.~~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

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

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

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 6/1/2022

Date: 6/1/22

DRAFT
Not Ratified by SEIU 1021 Membership

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT

Article **5.5.14** – **Certified Training Officer**

Page 1 of 2

Proposal: City intends to revise the Acting Pay premium

Article 5: Compensation (Applies to SB1, SC1, SD1, and SI1 as designated by subsection)

5.5.14 Certified Training Officer (Applies to SB1, SC1, and SD1 only)

A Police Evidence Technician (PET) selected by the Oakland Police Department as a Certified Trainer (CT) shall be paid five (5.0%) percent premium pay in addition to the unit member's regular base rate of pay. This CT premium pay shall be paid to an eligible unit member regardless of whether or not the unit member is assigned to train. At the Police Chief's discretion, a unit member may be decertified. ~~This premium pay shall be included in the compensation reported to CalPERS for retirement purposes.~~

A Police Communications Dispatcher ("PCD") selected by the Oakland Police Department as a Certified Trainer (CT) shall be paid **seven-and-one-half (7.5%)** percent premium pay in addition to the unit member's regular base rate of pay. This CT premium shall be paid to an eligible unit member regardless of whether or not the unit member is assigned to train. At the Police Chief's discretion, a unit member may be decertified. ~~This premium pay shall be included in the compensation reported to CalPERS for retirement purposes.~~

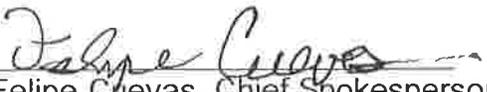
A Fire Communications Dispatcher ("FCD") selected by the Oakland Fire Department as a Certified Trainer (CT) shall be paid seven-and-one-half (7.5%) percent premium pay in addition to the unit member's regular base rate of pay. This CT premium shall be paid to an eligible unit member when assigned to train and is performing training duties. At the Fire Chief's discretion, a unit member may be decertified.

*See Article 5.9 – Premium Pay Reported to CalPERS. Premium pay will be reported to CalPERS pursuant to CalPERS regulations and state law.

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT
Article 5.5.14 – Certified Training Officer
Page 2 of 2

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 6/1/2022

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 6/1/22

DRAFT
Not Ratified by SEIU

1021 Membership

Union Proposal #25 – Meal Allowance

5.6.1.4 Meal Allowances

Meal allowances shall not be paid for assigned work scheduled at least twenty-four (24) hours in advance, where the work is not an extension of the regular workday, or in those instances where the City furnishes meals.

For SEIU:



Rob Szykowny, Chief Spokesperson



Felipe Cuevas, Chief Spokesperson

For City:



Charles Sakai, Chief Spokesperson



Mark Love, Chief Spokesperson

Date: 7/8/2022

Date: 7/8/22

DRAFT
Not Ratified by SEIU 1021 Membership

[New Section]

5.5.18 OPW and DOT Lead Worker Premium

For purposes of this section, "Qualified Lead Worker" shall mean a Street Maintenance Leader, a Sewer Maintenance Leader, or an employee assigned to act in one of those classifications pursuant to Section 5.5.5, and who works for Oakland Public Works or the Department of Transportation.

A Qualified Lead Worker assigned as the leader for a crew consisting of (a) five or more other employees, and (b) including at least one Street or Sewer Maintenance Leader who is (1) assigned to drive a vehicle and (2) receiving the class B driving premium pursuant to Section 5.5.9.9, shall receive an additional \$1.50 premium per hour for all hours they are assigned to lead that crew.

For SEIU:

For City:


Rob Szykowny, Chief Spokesperson


Charles Sakai, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022

DRAFT
Not Ratified by SEIU 1021 Membership

CITY OF OAKLAND AND SEIU, LOCAL 1021
 SUCCESSOR LABOR NEGOTIATIONS 2022
 TENTATIVE AGREEMENT
 Article 5.6.2 – Uniform Allowance
 Page 1 of 2

Proposal: Union proposal # 20

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

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, 2017~~22~~ the annual uniform allowances shall be adjusted as follows:

Classification	Initial Allowance	Annual Replacement
Animal Control Officer	\$1000.00 <u>\$1,050.00</u>	\$300.00 <u>\$315.00</u>
Fire Communications Dispatcher	\$362.00 <u>\$381.00</u>	\$273.00 <u>\$287.00</u>
Fire Prevention Bureau Inspector	\$900.00 <u>\$945.00</u>	\$427.00 <u>\$449.00</u>
Fire Suppression District Inspector	\$900.00 <u>\$945.00</u>	\$427.00 <u>\$449.00</u>
Fire Suppression District Inspector (PT)	\$427.00 <u>\$449.00</u>	\$427.00 <u>\$449.00</u>
Hazardous Materials Inspector II	\$900.00 <u>\$945.00</u>	\$427.00 <u>\$449.00</u>
Museum Guard (FT/PPT)	\$557.00 <u>\$585.00</u>	\$301.00 <u>\$317.00</u>
Parking Control Technician (FT)/(PPT)	\$497.00 <u>\$522.00</u>	\$329.00 <u>\$346.00</u>
Parking Meter Collector (FT/PPT)	\$486.00 <u>\$511.00</u>	\$459.00 <u>\$482.00</u>
Police Communications Dispatcher	\$368.00 <u>\$387.00</u>	\$273.00 <u>\$287.00</u>
Police Communications Operator	\$368.00 <u>\$387.00</u>	\$273.00 <u>\$287.00</u>

CITY OF OAKLAND AND SEIU, LOCAL 1021
 SUCCESSOR LABOR NEGOTIATIONS 2022
 TENTATIVE AGREEMENT
 Article 5.6.2 – Uniform Allowance
 Page 2 of 2

Police Evidence Technician	\$707.00 <u>\$743.00</u>	\$427.00 <u>\$449.00</u>
Police Services Technician II	\$528.00 <u>\$555.00</u>	\$273.00 <u>\$287.00</u>
Fire Equipment Technician	\$250.00 <u>\$263.00</u>	\$150.00 <u>\$158.00</u>

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 his/her duties, the City agrees to pay the cost of repair of the damage, or replacement, in accordance with established procedures.

For SEIU:


 Rob Szykowny, Chief Spokesperson


 Felipe Cuevas, Chief Spokesperson

For City:


 Charles Sakai, Chief Spokesperson


 Mark Love, Chief Spokesperson

Date: 7/8/22

Date: 7/8/22

DRAFT Not Ratified by SEIU 1021 Membership

Proposal: City Counter to Union Proposal# 2

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
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

CITY OF OAKLAND AND SEIU, LOCAL 1021
 SUCCESSOR LABOR NEGOTIATIONS 2022
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Equipment Parts Technician	Reproduction Assistant
Fire Equipment Technician	Reprographic Offset Operator
Fire Prevention Bureau Inspector	Senior Construction Inspector
Fire Suppression District Inspector	Senior Specialty Combination Inspector
Food Program Coordinator	Sewer Maintenance Leader
Food Service Worker	Sewer Maintenance Worker
Gardener Crew Leader	Sign Maintenance Worker
Gardener I	Specialty Combination Inspector
Gardener II	Stationary Engineer (and PPT)
Greenskeeper	Storekeeper
Hazardous Materials Inspector II	Street Maintenance Leader
Heavy Equipment Mechanic	Street Sweeper Operator
Heavy Equipment Operator	Traffic Painter
Heavy Equipment Service Worker	Tree Worker/Driver
Environmental Enforcement Officer	<u>Tree Trimmer</u>
<u>Tree High Climber</u>	

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 designated department for two hundred dollars (\$200) annually toward the cost of acquiring

Article **5.6.5 – Safety Shoe Voucher**

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one (1) pair of safety shoes and related shoe supplies as appropriate for the unit member's position through a City vendor. ~~The City shall provide the voucher during January of each fiscal year.~~ 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 Heavy Pavement/Undulation Crew/Parking Meter Collector 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 either one or more of the following classifications: 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 Grafitti, the classifications assigned to the Heavy Pavement Crew ~~or~~ and the classifications assigned to the Undulation Crew, the City shall provide a vouchers from the a City designated department vendor for up to two ~~four~~ hundred dollars (~~\$400~~ \$200) bi-annually toward the cost of acquiring two (2) ~~pairs of~~ 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. "Safety shoes" means foot protection that complies with the requirements of Cal/OSHA - Title 8, Subchapter 7, Group 2, Article 10, §3385 Foot Protection. ~~The City shall provide the vouchers during January and August of each fiscal year.~~

5.6.5.4 Tree Trimmer/Tree High Climber (Applies to SB1, SC1, and SD1 only)

Once every three (3) years, the City shall purchase one (1) pair of climbing boots for each unit member in the tree trimmer and tree high climber classifications.

5.6.5.5 Tree Inspector Duties (Applies to SB1, SC1, and SD1 only)

CITY OF OAKLAND AND SEIU, LOCAL 1021
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Article 5.6.5 – Safety Shoe Voucher

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At the City's option, Tree Trimmers or Tree High Climbers maybe assigned inspector duties. Such unit members shall be eligible for safety shoes as described in Section 5.6.5.1.

For SEIU:


Rob Szykowny, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 6/22/2022

Date: 6/22/22

DRAFT

Not Ratified by SEIU 1021 Membership

Proposal: City Proposal # 11

5.7 Required Licenses and Certifications (Applies to SB1, SC1, and SD1 only)

All unit members who are required by the City to drive Class A and/or Class B vehicles must qualify for and maintain a California Class A and/or Class B Driver's License.

5.7.1 City Training and Testing (Applies to SB1, SC1, SD1, and SI1)

A. At least biannually (**every other year**), the City shall offer unit members approved by the City the opportunity to prepare for the DMV Class A and/or Class B Driver's License exam by participation in the City's Class A and/or Class B Driver's License Training Program ("Program").

~~The first training will begin within one hundred and twenty (120) days after ratification of this Agreement. The subsequent biannual training will begin Spring 2011.~~

Approximately twenty (20) working days prior to the training, the City will provide the union copies of promotional eligible lists for job classifications that require Class A licenses.

Unit members who successfully complete the Program and possess a Commercial Driver's License will be part of the Commercial Driver pool for their respective agency and accept "acting assignments" that required the use of their Commercial Driver's License.

The commercial driver's training class shall include a sufficient number of employees to create a pool of qualified candidates for job classifications that require Class A licenses.

B. In the calendar year when the City does not offer training under subsection A above, the City will fully cover the cost of Class A/Class B training programs provided by a third party for up to twenty (20) unit members in that year, whose selection will be subject to the same procedures and requirements as in subsection A above. The City will reimburse the unit member for

the cost up to \$4,000 for Class B training and \$6,000 for Class A training.

5.7.2 Selection for the Program (Applies to SB1, SC1, and SD1, **and SI1 only**)

To be eligible for the Program, a unit member must meet all of the following standards:

- (1) Be selected as one of the twenty-five (25) eligible unit members as described in Section 5.7.3 below;
- (2) During the previous twelve (12) months, have no disciplinary actions or letters of reprimand;
- (3) Possess a valid California Class C driver's license;
- (4) Have no moving violations during the twelve (12) months preceding the start of the Program; and
- (5) Agree to participate in the Program on their own time, without compensation, before or after work hours.

5.7.3 Selection for the Program (Applies to SB1, SC1, and SD1, **and SI1 only**)

Each time the City offers the Program, the City shall train a maximum of twenty-five (25) eligible unit members.

The City shall notify Oakland Public Works (OPW) **and Department of Transportation (DOT)** unit members at least two weeks prior to each Program. If fewer than twenty (25) OPW **and/or DOT** unit members apply for the Program, the City **may shall offer it to unit members in Parks and Recreation and may offer it to** unit members in other City departments and agencies, including the Port of Oakland. If more than twenty-five (25) OPW **and DOT** unit members apply for the Program, the City shall select unit members on the basis of job classification seniority. If a unit member applies for and is selected for the Program, but does not begin the Program, the City shall selected another eligible unit member for the Program. If a unit member begins the training and, for whatever reason, drops out prior to completion, the City will have no obligation to select another unit member for the Program. **If more than twenty (20) eligible unit members apply, those not selected shall receive a written statement of the reason(s) they were not selected.**

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT

Article 5.7 Required Licenses and Certifications

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For SEIU:


Rob Szykowsky, Chief Spokesperson
Szykowsky


Felipe Cuevas, Chief Spokesperson

Date: 6/22/2022

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 6/22/22

DRAFT

Not Ratified by SEIU 1021 Membership

City of Oakland/SEIU Local 1021

Personal
8/18/22
@ 11:22

2022

City of Oakland to SEIU, Local 1021
City Counter Proposal to Union Proposal #01
Distributed on July 8, 2022

Dental Insurance
July 8, 2022

Interest: The City is submitting its counterproposal to UP #01

Dental Insurance

7.3 **Dental Insurance** (Applies to SB1, SC1, and SD1 only)

The City agrees to contribute an amount equal to one hundred percent (100%) of the cost of employee and dependent coverage in the City dental plans, which include orthodontia, implants, and a preferred provider option. For the purpose of this provision, "dependent" shall include domestic partners of unit members who have filed a Declaration of Domestic Partnership in accordance with established City policy.

Effective July- January 1, 20223, the City shall provide at least one dental plan with annual coverage of no less than \$2,000. and with rollover of the unused amount to the next year.

DRAFT
Not Ratified by SEIU 1021 Membership

City of Oakland to SEIU, Local 1021

City Proposal Counter Proposal to Union Proposal #7 (Amended)

Distributed on June 7, 2022

Page 1 of 2

Proposal: Union Amended Proposal # 7

8.4.2.8 Traumatic Incident Leave (Applies to SB1, SC1, SD1, and SI1)

Unit members who, during their scheduled workday in the course and scope of their employment for the City, become personally involved in or personally observe a "Traumatic Incident" as defined in this section below, shall be entitled to Employee Assistance Program (EAP) services. The City shall use its best efforts to put affected unit members in contact with the City's EAP provider through the Risk Management Division of the Department of Human Resources Management, at which point, Risk Management shall notify the Union. ~~If the City becomes aware of an incident which may make a unit member eligible for Traumatic Incident Leave, the City shall notify the Union.~~

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

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

Passed on 6/7/22 @ 4:27 pm

City of Oakland to SEIU, Local 1021

City Proposal Counter Proposal to Union Proposal #7 (Amended)

Distributed on June 7, 2022

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

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

For SEIU:


 Rob Szykowny, Chief Spokesperson


 Felipe Cuevas, Chief Spokesperson

For City:


 Charles Sakai, Chief Spokesperson


 Mark Love, Chief Spokesperson

Date: 6/15/2022

Date: 6/15/22

DRAFT Not Ratified by SEIU 1021 Membership

Proposal: City Counter Proposal to Union Proposal # 04

10.6 Personal Business Leave

A unit member shall be allowed to take up to four (4) days per year of accrued vacation leave (including vacation leave, extra vacation leave, compensatory time) for personal business purposes, but in no event shall less than a one hour increment be authorized. Employees shall seek prior approval, and the supervisor shall respond on the same day. In the unusual event where unforeseen circumstances prevent an employee from obtaining advance approval, the employee shall notify ^{RSJ} ~~his/her~~ ^{their} supervisor or higher supervisor of the unanticipated absence, the reasons ~~therefore~~ ^{there}, and expected time of arrival, as close as possible to the regularly scheduled start work time. If the supervisor's subsequent inquiry supports the employee's statement of events, the supervisor shall not deny authorization to use personal leave based solely on the employee's unintended absence.

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 5/3/2022

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 3 May, 2022

Proposal: City Proposal #6, Amended

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 February 12th, known as "Lincoln Day."~~
- 11.1.3 The third Monday in February, known as "Presidents' Day."
- 11.1.4 March 31st "Cesar Chavez 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.~~
- 11.1.7 11.1.8 The first Monday in September, known as "Labor Day."
- ~~11.1.8 11.1.9~~ September 9th, known as "Admission Day."
- 11.1.9 11.1.10 November 11th, known as "Veterans' Day."
- 11.1.10 11.1.11 The Thursday in November appointed as "Thanksgiving Day."
- 11.1.11 11.1.12 The Friday after "Thanksgiving Day."
- ~~11.1.12 11.1.13~~ December 25th.
- 11.1.13 11.1.14 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.

~~On a one-time, non-precedent setting basis, the City will grant one (1) floating holiday effective July 1, 2018 to all SEIU Local 1021 full-time and for permanent part-time represented employees (SB1, SC1, and SD1) who are in a paid status on July 1, 2018, they will pro-rated based on time worked in relation to normal work week for the FT class.—The City will also grant one (1) floating holiday, on a one-time, non-precedent setting basis, effective July 1, 2022~~48~~ 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~~~~2017/18~~ by the end of the first pay period of June 2022~~48~~. The floating holiday for SB1, SC1, SD1, and SI1 members must be used by June 30, 2019. This floating holiday is conditioned on SEIU, Local 1021 members ratifying the MOU (successor agreement) on or before February 26, 2018 and subsequently ratified by City Council. This provisions shall sunset on June 30, 2023~~49~~.~~

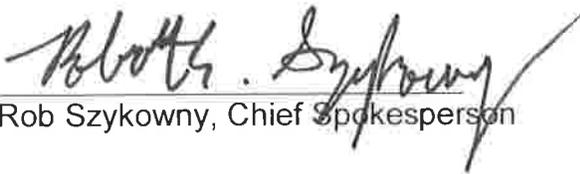
CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
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Article 11.1 – Designated Holidays

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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:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 6/22/2022

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 6/22/22

DRAFT

Not Ratified by SEIU 1021 Membership

City Proposal #10

14.6 Examinations (SB1, SC1, SD1, and SI1)

14.6.1 Residency

A unit member who is a City of Oakland resident competing in an examination shall be given an additional five (5) points added to the score, provided that the unit member initially scores a passing grade on the examination. Residency shall be determined as of the date of certification of the Civil Service eligible list for that examination.

14.6.2 Seniority Credit for Employees (Applies to SB1, SC1, SD1 and SI1)

14.6.2.1 A unit member who has completed ten (10) or more full years (1950 for 37.5 hour work week or 2080 for 40 hour work week equals one year) of City service in any classification and who successfully competes in an examination shall receive five (5) points added to the final examination score.

14.6.2.2 A unit member who has completed fewer than ten (10) full years in any classification of City service and who successfully competes in an examination shall receive an additional number of points, not to exceed a maximum of five (5) points, added to the final examination score, prorated in accordance with the unit member's number of years of City service.

14.6.2.3 Calculation of seniority points shall be effective as of the most recent examination date of the job announcement. If there are multiple examination stages, the date of the last examination stage will be used. If the last examination stage is conducted over multiple days, the last of those dates will be the calculation date.

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

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

The parties agree that timely appointments are important to attract and retain highly qualified unit members. The City may request that up to ten (10) ranks for the first vacancy and four (4) ranks for each additional vacancy be certified to a department with Union approval for difficult-to-recruit classifications or for other operational needs.

14.6.4 Selective Certification Notice (Applies to SB1, SC1, SD1, and SI1)

City may require additional and special qualifications and experience for a civil service position as provided for in the Personnel Manual of the Civil Service Rules Section 5.03 - Selective Certification. For classifications represented by the Union, the City will notify the Union and provide a statement of reasons for such qualifications and experience at least five (5) working days in advance of the job announcement being posted. The City shall consult with the Union upon request regarding the notice

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022

DRAFT Not Ratified by SEIU 1021 Membership

City Proposal # 09

PROMOTIONAL, RESTRICTED, AND OPEN EXAMINATIONS

ARTICLE 14: PERSONNEL PROVISIONS

(Applies to SB1, SC1, SD 1, and SI1 as designated by subsection)

- 14.7 Promotional, Restricted, and Open Examinations (Applies to SB1, SC1, SD1, and SI1 as designated)
- A. For SEIU represented promotional classifications, and prior to any future open examination postings, the City shall hold Restricted examinations, open only to SEIU-represented permanent employees of the City and Port of Oakland, and may, with Union agreement, hold concurrent Open examinations. Candidates on the Restricted eligible list shall be certified to the hiring department and interviewed for positions before candidates on the Open eligible list may be certified to a department. This provision excludes positions in continuous recruitment and selectively certified positions. (SB1, SC1 and SD1 only)
- B. Where there are part time classifications (TPT) for which there are corresponding permanent part time and full time (PPT and FT) entry level classifications and there are more than eight (8) TPT incumbents (for example: Custodian; Parking Control Technician; Library Assistant; etc.), the City shall hold Restricted examinations open only to part time (TPT) employees of the City of Oakland. When there are fewer than eight (8) incumbents of the corresponding part time classification or with Union agreement regardless of the number of incumbents, the City may hold both Restricted and Open examinations concurrently. In either event, candidates on the Restricted eligible list shall be certified to the hiring department and interviewed for positions before candidates on the Open eligible list. (SI1 only)
- C. For Section A and B above, there are two reasons why an open recruitment may be conducted (SB1, SC1, SD1, and SI1):
1. The Restricted announcement does not yield enough applicants who meet the minimum qualifications for the classification, for the current vacancies at the time the job announcement closes, to meet the number of candidates required by the certification rule of the Civil Service Rules (5.02 – rule of four ranks) to certify to the departments. ~~agencies.~~
 2. No Restricted recruitment candidate was selected for hire.

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
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Article 14.7 – PROMOTIONAL, RESTRICTED, AND OPEN EXAMINATIONS

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- C. For SEIU represented PPT and FT entry level classifications (See Appendix I-G), the City shall hold Restricted and Open examinations. Candidates individuals on the Restricted eligible list shall be certified to the hiring department and interviewed for positions before individuals on the Open eligible list may be certified to the department. (SB1, SC1, SD1, and SI1)
- D. For all classifications, an Open examination may be conducted any time a Restricted eligible list is exhausted prior to its expiration, that is, when all candidates on a Restricted eligible list have been interviewed and the current vacancies on an authorized requisition have not been filled.
- E. For all classifications, an Open examination may be conducted when a Restricted eligible list is exhausted prior to its expiration, that is, when all candidates on a Restricted eligible list have been interviewed and the current vacancies on an authorized requisition have not been filled.
- F. The definitions for Open/Competitive and Restricted are (SB1, SC1, SD1, and SI1):
1. Open/Competitive: An examination procedure open to the general public as well as current City employees.
 2. Restricted: An examination limited to full or part time City employees who meet the minimum qualification of the class to be examined. The Personnel Director may limit Restricted examinations to incumbents of related classifications, which shall be part of the job announcement.

14.7.1 Announcements of Promotional and Restricted Examinations (Applies to SB1, SC1, SD1, and SI1)

The City agrees routinely to make information regarding promotional and restricted examinations available each month in advance to unit members. The City shall post job announcements for SEIU- represented classifications for a minimum of ten (10) working days and the announcements can be found on the City's job page, at www2.oaklandnet.com/government/o/HumanResources/index.htm.

~~The City agrees to send a copy of all open, restricted, and promotional job announcements to the Union.~~

The City shall provide SEIU notification of SEIU represented job announcements at or before the posting of job announcement.

14.7.2 Oral Board Procedure (Applies to SB1, SC1 and SD1 only)

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
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Article 14.7 – PROMOTIONAL, RESTRICTED, AND OPEN EXAMINATIONS

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No City employee who is a member of the department in which the current vacancy exists will sit as a voting member of an oral board for promotional examinations. A staff member of the Human Resources Management Department may sit as a non-voting member for the purposes of serving as a resource person and maintaining the orientation of the oral board. No department representative shall be present during an oral promotional examination. The City may use in-house raters only with the Union's agreement.

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

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

The parties agree that timely appointments are important to attract and retain highly qualified unit members. The City may request that up to ten (10) ranks for the first vacancy and four (4) ranks for each additional vacancy be certified to a department with Union approval for difficult-to-recruit classifications or for other operational needs.

For recruitments that result in six (6) or fewer qualified applicants who meet the minimum qualifications of the position, the Personnel Director may establish an eligible list and certify eligible candidates to the appointing authority for consideration in alphabetical order. Departments shall be required to consider all names on the unranked list. (Ties are broken in accordance with 9.02 (b) of the Civil Service Rules).

14.7.4 Results/Information (Applies to SB1, SC1, SD1 and SI1)

Unit members who are not selected for the appointment shall, upon request, receive a written statement of the reason(s) for their non-selection.

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT

Article 14.7 – PROMOTIONAL, RESTRICTED, AND OPEN EXAMINATIONS

Page 4 of 4

For SEIU:

For City:


Rob Szykowny, Chief Spokesperson


Charles Sakai, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022

DRAFT

Not Ratified by SEIU 1021 Membership

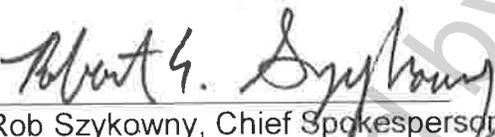
CITY OF OAKLAND AND SEIU, LOCAL 1021
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Union Proposal #26 – Professional Development

14.14 Professional Development Reimbursement (Applies to SB1, SC1, and SD1 only)

The City agrees to provide each unit member in classifications listed in Appendix C, List of Classifications That Receive Professional Development Reimbursement, Section 14.14, with up to ~~one hundred and fifty dollars (\$150)~~ **two hundred and fifty dollars (\$250)** per year for reimbursement of items related to professional development. Such items may include books, subscriptions to professional journals or magazines, dues to professional organizations that are related to current employment, job-related tools and equipment, registration, application or examination fees for registration or certification within his/her profession, and expenses related to professional development including research and training. Requests for reimbursement must be submitted with a receipt in aggregate amounts of at least twenty-five dollars (\$25). However, all receipts for reimbursement, whatever the aggregate value, must be submitted before the end of the fiscal year, and by June 1, if feasible.

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 7/8/22

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 7/8/22

Proposal: Union Proposal Proposal # 17

15.1.1 Step 4: Arbitration

Should the grievance remain unresolved, within twenty (20) working days of the meeting described in Section 15.2.3, the Union may advance the grievance to Step 4 by notifying Employee Relations, for example, in writing via email with a copy either by fax or US Mail. If the request to advance the grievance to Step 4 is not made within twenty (20) working days, it **shall** be considered withdrawn.

In any Grievance referred to arbitration, including before the Civil Service Board as set forth in Article 15.8, the parties shall select the arbitrator using a rotational alphabetical process of the Panel List noted below for the life of this Agreement.

- | | | |
|----|------------------------------|---------------------------|
| 1. | Margie Brogan | <u>Andrea Dooley</u> |
| 2. | Nancy Hutt | <u>David Hart</u> |
| 3. | John Kagel | <u>Nancy Hutt</u> |
| 4. | John LaRocco | <u>John Kagel</u> |
| 5. | Michael Rappaport | <u>Barbara Kong-Brown</u> |
| 6. | Robert Steinberg | <u>John LaRocco</u> |
| 7. | Phillip Tamouch | <u>Robert Steinberg</u> |
| 8. | Barry Winegrad | <u>David Weinberg</u> |

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.

For SEIU:


Rob Szykowny, Chief Spokesperson

For City:

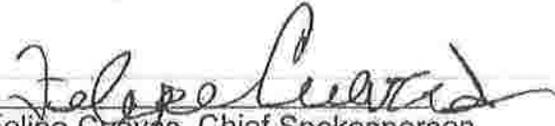

Charles Sakai, Chief Spokesperson

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT

Article 15 – Grievance Procedures

Page 2 of 2

For SEIU:


Felipe Cuevas, Chief Spokesperson

For City:


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022

DRAFT

Not Ratified by SEIU 1021 Membership

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT
Article **Appendix C – Professional Development Classifications**
Page 1 of 1

Proposal: SEIU Proposal # 29

Appendix C

The Union proposes amending Appendix C to the MOU, the list of classifications eligible to receive Professional Development Reimbursement to add the following classifications:

Revenue Assistant

Head Start Instructor

Head Start Instructor, PPT

Head Start/EHS Sub Assc Inst

Head Start/EHS Sub Assc Inst, PPT

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 6/7/2022

Date: 6/7/22

Appendix I: Temporary Part Time Employment (TPT) S11

APPENDIX: I

TEMPORARY PART TIME EMPLOYMENT (TPT) S11

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.

City of Oakland to SEIU, Local 1021
City Counter-Proposal to Union Proposal #30
Distributed on July 8, 2022

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

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, 2022. The recommendations in the report will be reviewed and considered by the City administrator's office. This committee expires on June 30, 2023.

In the Fiscal Year 2023-2024 Adopted Budget, the City of Oakland will allocate **\$1,500,000 (one million, five-hundred thousand dollars)** to convert work performed by temporary part time employees to permanent positions. The priority of the committee will be to first review the following classifications:

Pool Manager, PT
Recreation Attendant I, 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

APPENDIX K

JOINT SALARY SURVEY

~~The Union and City agree to conduct a joint compensation survey with a mutually agreed upon third party compensation consultant. By March 2016, the Union and City shall each propose twenty (20) classifications, selected alternately, to study based upon internal equity, external equity, and/or changes to classifications. Both parties agree to fund the study with \$10,000 each.~~

~~The selection of the consultant and study shall commence during the term of the agreement. The study shall be completed by January 2017. The findings of the study shall be forwarded to the parties for 2017-2018 successor negotiations.~~

APPENDIX K

EQUITY

~~Unit members in the classifications of Police Communications Dispatcher and Fire Communications Dispatcher shall receive a 2% equity adjustment effective the second pay period following the Oakland City Council's adoption of this Agreement. Unit members in the classifications of Police Communications Dispatcher and Fire Communications Dispatcher shall receive a 1% equity adjustment effective the first full pay period following July 1, 2018.~~

Unit members in the below classifications (applies to SB1, SC1, SD1 and SI1) will receive an equity adjustment of 3% effective the first full pay period of October 2022:

- **Specialty Combination Inspector**
- **Specialty Combination Inspector, Senior**
- **Police Communications Dispatcher**
- **Fire Communications Dispatcher**
- **Construction Inspector**
- **Construction Inspector, Sr.**
- **Public Works Maintenance Worker**

City of Oakland/SEIU Local 1021

2022

City of Oakland to SEIU, Local 1021 (amended)
City Counter Proposal (CP) to Union Proposal #9
Distributed on July 8, 2022
Page 2 of 2

- Sewer Maintenance Worker
- Librarian II
- Parking Control Technician
- Park Attendant

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.

DRAFT

Not Ratified by SEIU 1021 Membership

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT

Appendix N – OPD Civilian Disciplinary Process for Professional Staff

Page 1 of 2

Union Proposal #22

**REVISION OF CIVILIAN DISCIPLINARY PROCESS FOR PROFESSIONAL STAFF
MEMBERS IN OPD**

The City is committed to working with SEIU, Local 1021 on the reformation and revision of the Civilian Disciplinary Process for unit members permanently assigned to the Oakland Police Department that conforms with Administrative Instruction 523.

As part of this commitment, ~~and in the spirit of collaborative labor relations~~ the City agrees to **convene a committee** submit a Revised Discipline Policy to **with** SEIU no later than ninety (90) days following ratification of this Agreement. ~~This Revised Discipline Policy may include~~ **The committee will include up to 4 members from the City and 4 representatives from SEIU 1021. The committee will endeavor to develop a Revised Disciplinary Process for Professional Staff Members.** ~~but is not limited to the following~~ The topics the committee will address may include but are not limited to the following items:

- The Manual of Rules (“MOR”) violations that will normally be investigated as a Division Level Investigation(s) and those that must be investigated by the Internal Affairs Division, including an evaluation of how cases with more than one MOR violation is investigated, and how cases involving both civilian (non-sworn) and sworn subjects may be handled in the same investigation.
- An articulation of rights sworn members of the Oakland Police Department are entitled to under the Police Officer Bill of Rights that the Department extends to civilian employees;
- A disciplinary approval process that involves Employee Relations, as set forth in Administrative Instruction 523;
- Coordination of investigations involving Administrative Instruction (AI) 71 allegations with the Equal Opportunities Program Department;
- A revised Discipline Matrix setting forth a separate range of discipline for certain Manual of Rules violations solely for civilian employees

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT

Appendix N – OPD Civilian Disciplinary Process for Professional Staff

Page 2 of 2

- Procedures ensuring SEIU receives any notice of intent to discipline, Skelly packet, and/or notice of discipline issued to one of its unit members; and
- Procedures to ensure the City and the Police Department comply with the Revised Discipline Policy.

The City will then provide an opportunity to SEIU to meet and confer over the proposed Policy within sixty (60) days following the City's submission of the Revised Discipline Policy. The City will not make any revisions that would take the City out of compliance with any Task Order set forth in the Negotiated Settlement Agreement.

No proposed revision shall be inconsistent with any provision of this MOU. If no agreement is reached between the parties within 60 days of the commencement of the meet and confer process or any extension of time to which the parties have mutually agreed, each party may submit its last best and final offer. Upon the declaration of impasse, the parties shall go to mediation and if the union requests, fact finding. The parties shall request a mutually agreed upon mediator from the California State Mediation and Conciliation Service ("CSMCS"). If the parties cannot reach an agreement on a mediator, the parties shall request that CSMCS appoint a mediator. Within six months of the final implementation of the Revised Discipline Policy, the City shall also train supervisors and managers of civilians in the Oakland Police Department on the process and techniques for conducting investigations.

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT

Side Letters

Page 1 of 1

Proposal: City Proposal # 11

Side Letters

The Parties agree to incorporate the terms of the attached Side Letter agreements into the successor Memorandum of Understanding.

For SEIU:


Rob Szykowski, Chief Spokesperson
Szykowski


Felipe Cuevas, Chief Spokesperson

Date: 6/15/2022

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 6/15/22

DRAFT

Not Ratified by SEIU Local 1021 Membership

**SIDE LETTER AGREEMENT BETWEEN THE CITY OF OAKLAND AND SEIU,
LOCAL 1021 REGARDING ANIMAL CONTROL OFFICER SCHEDULES**

The City of Oakland ("City") and SEIU, Local 1021 ("SEIU"), collectively referred to as the "Parties" hereby enter into the following agreement.

Effective the first full pay period in January, 2022 the language of the of the Memorandum of Understanding between the Parties will be amended as follows to add:

12.2.7 Animal Control Officers (Applies to SCL only) Full-time Animal Control Officers shall normally work a 4-10 work schedule; however, the City may require Animal Control Officers to work an alternative schedule that includes a 5-8 schedule if such schedule is necessary to meet operational needs.

~~This agreement shall expire June 30, 2022.~~ *RES 025 ML*

SO AGREED.

For SEIU, Local 1021

Felipe Cuevas
Felipe Cuevas, Chapter President

Date: 12/1/2021

Julio Corral
Julio Corral, SEIU Representative

Date: 12/1/2021

For City:

Edward Reiskin
Edward Reiskin, City Administrator

Date: 12/02/2021

Ian Appleyard
Ian Appleyard, Director HRM

Date: 12/2/2021

Ann Dunn
Ann Dunn, Director, Animal Services

Date: 12/02/21

DRAFT
Not Ratified by SEIU 1021 Membership

SIDE LETTER AGREEMENT REGARDING OPTIONAL BENEFITS WITH CALPERS

AGREEMENT BETWEEN THE CITY OF OAKLAND AND

THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

The City of Oakland (City) and SEIU, Local 1021 enter into the following Side Letter agreement regarding optional service credits for CalPERS members:

1. The 2013-2015 Memorandum of Understanding (MOU), Article 6.2 contained two provisions on "Military Service Credited As Public Service" and "Public Service Credit for Peace Corps, Americorps VISTA, or Americorps Service." (Attachment A.)
2. In early 2015, the Parties entered into successor negotiations for the MOU that expired on June 20, 2015.
3. As part of those negotiations, the City passed a proposal (and revised proposals) amending Article 6 that sets forth the retirement benefits for CalPERS members. The intent of the proposal was to set out the benefits available to Tier 3 "PEPRA" members. (See Attachment B.)
4. The City did not pass a proposal or intend to delete Article 6.2 set forth in the 2013-2015 MOU. SEIU, Local 1021 did not agree to delete Article 6.2. The Tentative Agreement signed by SEIU, Local 1021 and the City did not identify the deletion of Article 6.2. (Attachment C.) However, the 2015-2017 and 2017-2019 MOUs do not contain the "Military Service Credited As Public Service" and "Public Service Credit for Peace Corps, Americorps VISTA, or Americorps Service." The deletion of this language was an unintended error that was not discovered until September 2019 as the parties negotiated a successor MOU.
5. As a result, the City and SEIU, Local 1021 agree to the following:

6.1.7 Optional Benefits

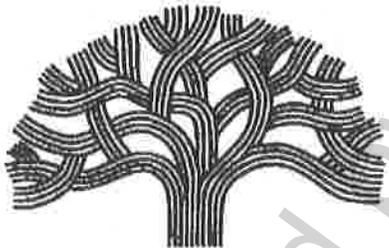
Under the Public Employees' Retirement System, the City shall provide the following optional benefits:

6.1.7.1 Military Service Credited As Public Service

Up to four (4) years of military service can be granted for time during which a unit member served continuously with the active armed forces or the Merchant Marines including any period of rehabilitation, plus six (6) months thereafter. The unit member is required to contribute employee and employer contributions except that service rendered prior to September 1, 1970, may be granted at no cost to the unit member.

6.1.7.2 Public Service Credit for Peace Corps, Americorps VISTA, or Americorps Service

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF OAKLAND
AND
SERVICE EMPLOYEES INTERNATIONAL
UNION (SEIU), LOCAL 1021



CITY OF OAKLAND

LOCAL 1021



Stronger Together

July 1, 2013 through June 30, 2015

City of Oakland to SEIU Local 1021
Article 6
Proposal #1
05-20-2015

Passed to SEIU 5-20-2015
1:4:04 PM

ARTICLE 6: RETIREMENT

6.1 Retirement Contributions

6.1.1 2.7% At 55

The City agrees to continue to contract with the Public Employees' Retirement System (PERS) to provide the 2.7% at 55 retirement plan for each active unit member, except as provided below for second tier employees, and third tier. The City shall make the employer contribution to PERS for each unit member, except as specifically stated in this section. The City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from PERS.

6.1.1.1 PERS Contribution

Each unit member shall pay the full member contribution to PERS equal to ~~eight~~ nine percent (89%) of the compensation paid the member for ~~service~~ rendered, with state and federal income tax on the PERS members contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

6.1.2 2.5% At 55 Second Tier Employees

The City shall amend its contract with PERS to provide new Unit Members hired ninety (90) days after the adoption of this Memorandum of Understanding, the 2.5% at 55 retirement plan. The City shall make the employer contribution to PERS for each unit member. Except as specifically stated in this Section, the City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from PERS.

6.1.2.1 PERS Contribution

Each unit member shall pay the full member contribution to PERS equal to ~~eight~~ nine percent (89%) of the compensation paid the member for ~~service~~ rendered, with state and federal income tax on the PERS members contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

6.2.2 Public Service Credit for Peace Corps, Americorps VISTA, or Americorps Service

Represented employees may elect to purchase up to three (3) years of service credit for any volunteer service in the Peace Corps, Americorps VISTA (Volunteers In Service To America), or Americorps. (Government Code Section 21023.5.) The represented employee is required to contribute employee and employer contributions. Represented employees may obtain cost information by contacting CalPERS Member Services Division. Final determination of benefit eligibility shall be made by CalPERS.

6.2.3 Final Compensation

A unit member's retirement allowance is based on the twelve (12) highest paid consecutive months under the plan. (Government Code Section 20042.) This One Year Final Compensation optional benefit shall only apply to represented employees hired up to 90 days after the adoption of this Memorandum of Understanding.

Second Tier: Employees hired 90 days after adoption of this Memorandum of Understanding shall be subject to final compensation in accordance with Government Code Section 20037 which means the highest average annual compensation earnable by a member during the three consecutive years of employment immediately preceding the effective date of his or her retirement.

Third Tier: As required by Government Code Section 7522.25, effective January 1, 2013, for the purpose of determining a retirement benefit, final compensation shall be based on the average of three (3) consecutive years prior to retirement date.

6.2.4 Post Retirement Survivor Allowance

Upon death after retirement, an allowance shall be continued to the surviving spouse or domestic partner. A "surviving spouse or domestic partner" means for service retirements, a husband or wife who was married to or a domestic partner who was registered as a domestic partner with the unit member at least one year prior to the unit member's retirement and continuously to the date of the retired member's death. The unit member's survivor receives one-half the amount of the retired unit member's unmodified all allowance based on service not subject to the

Passed to SEIU
7-14-2015

ARTICLE 6: RETIREMENT

6.1 Retirement Benefits

6.1.1 Tier One: 2.7% At 55 Retirement Plan – Unit Members Hired Prior to June 8, 2012

This Section 6.1.1.(including subsections) shall apply to bargaining unit members hired prior to June 8, 2012.

6.1.1.1 2.7% at 55 Retirement Plan

The 2.7% at 55 retirement plan will be available to eligible bargaining unit members covered by this Section 6.1.1.

6.1.1.2 PERS Contribution

Each unit member shall pay the full member contribution to PERS equal to eight percent (8%) of the compensation paid the member for service rendered, with state and federal income tax on the PERS members contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

6.1.1.3 Final Compensation

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 6.1.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

6.1.2 Tier Two: 2.5% At 55 Retirement Plan - Unit Members Hired On or After June 8, 2012, But Before January 1, 2013, and Classic Members as Determined by CalPERS

This Section 6.1.2.(including subsections) shall apply to bargaining unit members hired on or after June 8, 2012, but before January 1, 2013. In addition, this Section 6.1.2 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements.

6.1.2.1 2.5% at 55 Retirement Plan

City of Oakland to SEIU Local 1021
Article 6
Proposal #2
07-14-2015

the highest annual average pensionable compensation earned during of thirty-six (36) consecutive months of service.

6.1.4 Premium Pay Report to CalPERS

The premium pay listed in Appendix D, Premium Pay Reported To CalPERS, shall be reported to CalPERS as compensation. Appendix D, Premium Pay Reported To CalPERS, is attached to and incorporated into this Agreement.

6.1.5 Post Retirement Survivor Allowance

Upon death after retirement, an allowance shall be continued to the surviving spouse or domestic partner. A "surviving spouse or domestic partner" means for service retirements, a husband or wife who was married to or a domestic partner who was registered as a domestic partner with the member at least one year prior to the member's retirement and continuously to the date of the retired member's death. The represented employee's survivor receives one-half the amount of the retired represented employee's unmodified allowance based on service not subject to the modification for Social Security. (Government Code Sections 21624, 21626 and 21628.)

6.1.6 Post Retirement Survivor Allowance

If a surviving spouse remarries on or after January 1, 1985, the one-half survivor continuance allowance will not cease. (Government Code Sections 21635)

~~PERS members contribution deferred to the extent permitted by
Internal Revenue Code, 26 USC Section 414(h)(2).~~

2.0% At 62 – Third Tier Employees

~~For eligible employees hired on or after January 1, 2013, the City agrees to continue to contract with the Public Employees' Retirement System (PERS) to provide the employees to receive the 2.0% at 62 retirement plan. The City shall make the employer contribution to PERS for each unit member. Except as specifically stated in this Section, the City shall pay for any increase in the employer rate and shall retain any savings from a decrease in employer rate and for contribution credits (rebates) from PERS.~~

PERS Contribution

~~All represented members hired on or after January 1, 2013, shall pay, through payroll deductions, fifty percent (50%) of the normal cost. For the term of this agreement, employees will pay eight percent (8%) of the compensation paid the member for service rendered, with state and federal income tax on the PERS members contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).~~

6.1 Retirement Benefits

6.1.1 Tier One: 2.7% At 55 Retirement Plan – Unit Members Hired Prior to June 8, 2012

This Section 6.1.1.(including subsections) shall apply to bargaining unit members hired prior to June 8, 2012.

6.1.1.1 2.7% at 55 Retirement Plan

The 2.7% at 55 retirement plan will be available to eligible bargaining unit members covered by this Section 6.1.1.

6.1.1.2 PERS Contribution

Each unit member shall pay the full member contribution to PERS equal to eight percent (8%) of the compensation paid the member for service rendered, with state and federal income tax on the

6.1.3 Tier Three: 2.0% At 62 Retirement Plan - Unit Members Hired On or After January 1, 2013

This Section 6.1.3 (including subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

6.1.3.1 2.0% at 62 Retirement Plan

The 2.0% at 62 retirement plan will be available to eligible bargaining unit members covered by this Section 6.1.3.

6.1.3.2 PERS Contribution

As required by Government Code Section 7522.30, all bargaining unit members covered by this Section 6.1.3 shall pay, through payroll deductions, fifty percent (50%) of normal costs, **with state and federal income tax on the PERS members contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).**

6.1.3.3 Final Compensation

As required by Government Code Section **7522.32**, effective January 1, 2013, for the purpose of determining a retirement benefit, final compensation for new members shall be based on the highest annual average pensionable compensation earned during of thirty-six (36) consecutive months of service.

6.1.4 Premium Pay Report to CalPERS

The premium pay listed in Appendix D, Premium Pay Reported To CalPERS, shall be reported to CalPERS as compensation. Appendix D, Premium Pay Reported To CalPERS, is attached to and incorporated into this Agreement.

6.1.5 Post Retirement Survivor Allowance

Upon death after retirement, an allowance shall be continued to the surviving spouse or domestic partner. A "surviving spouse or domestic partner" means for service retirements, a husband or wife who was married to or a domestic partner who was registered as a domestic partner with the member at least one year prior to the member's retirement and continuously to the date of the retired member's death. The represented employee's survivor receives one-half the

City of Oakland and SEIU Local 1021
Tentative Agreement
Article 6 – Retirement



Jeff Haymon

Seargent-at-Arms

For the City:

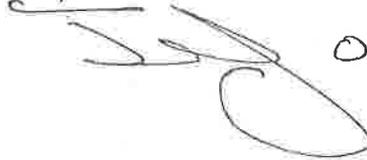
Renee Mayne August 12, 2015

Renee Mayne

Employee Relations Director

Dana Puley OPR

~~D.S.M.~~ CAO-ER

 OPW

DRAFT
Not Ratified by SEIU 1021 Membership

Letter of Understanding (“LOU”) between the City of Oakland and SEIU Local 1021

The City of Oakland (“City”) and the Service Employees International Union (“SEIU 1021”) (collectively the “Parties”) recognize the ongoing nature of the COVID-19 pandemic. The Parties agree to the following provisions regarding COVID-19 exposure notification and employees that are experiencing COVID-19 exposure or symptoms.

COVID-19 Notification

Bargaining unit members will be notified of an exposure to COVID-19 if they are deemed a “close contact” as defined by Cal/OSHA (being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period). If the standard for exposure notification changes or if a different standard applies the City will follow the applicable regulation or order.

COVID-19 Exposure and/or Symptoms

Represented employees may request to telecommute because of a COVID-19 exposure or if they are experiencing COVID-19-like symptoms but are still able to work. This telecommuting option is subject to Department Head approval and shall not exceed 10 working days for every instance. Any employee telecommuting arrangement is subject to Administrative Instruction 594.

This LOU will expire on June 30, 2025 or when the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards are no longer in effect, whichever occurs first.

This LOU is not intended to limit the City’s right to take action to ensure the health and safety of employees and is not subject to the grievance procedures.

Concerns regarding this article can be elevated to Risk Management.

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT
Article LOU – Health and Safety
Page 2 of 2

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 06/29/2022

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 06/29/22

DRAFT

Not Ratified by SEIU

1021 Membership

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT
Article **Letter of Understanding - Telecommute**
Page 1 of 2

Letter of Understanding between Service Employees' International Union ("Union")
and
the City of Oakland ("Oakland")

This represents an agreement between the Union and the City of Oakland related to telecommuting. The City has an Administrative Instruction 594 Employee Telecommute Program Policy ("AI 594"). The parties intend to modify AI 594 in the following ways understanding it applies Citywide and the City will need to address the matter with other labor groups in the City. Pending formal amendment of AI 594, the provisions of this LOU apply to SEIU represented classifications. This LOU is intended to supplement AI 594.

1. Upon request by the Union, the City agrees to meet with the Union regarding Union proposals to establish telecommuting programs in individual departments.
2. The City will consider requests for telecommuting where there are opportunities for improved performance, potential savings to the City, or the ability to meet other goals of the City.
3. Only employees with proven and dependable performance will be considered for telecommuting
4. To the extent operationally feasible, and considering continuity of operations, and other business need, opportunities for telecommuting within a group will be distributed equitably among eligible employees (as defined above).
5. Once an individual department has established a telecommuting program, the City will respond to applications for telecommute within thirty (30) days.
6. Employees may not remotely perform their City job from outside of the State of California. Working remotely from out-of-state creates tax and other potential liabilities and operational impacts, including limiting the ability of an employee to timely respond to a requirement to report for on-site work. There may be limited circumstances where an employee may receive approval to work remotely from out-of- state for a brief, defined period; however, such remote out-of-state telecommuting requires approval by both the employee's Department Head or designee and the City's Human Resources Director or

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT
Article **Letter of Understanding - Telecommute**
Page 2 of 2

designee, and the request must be supported by compelling business reasons, an explanation of limited family health circumstances, or other critical need. **Any employee currently working remotely from out-of-state must return to performing all remote work from within the State of California within ninety (90) days of ratification and adoption of this agreement.**

This LOU becomes effective following Council adoption of the successor Memorandum of Understanding. The provisions of this LOU is ~~not~~ are subject to the grievance procedure of the MOU, but the City's determination of any individual application for telecommute is not subject to the grievance procedure. This LOU shall expire with the adoption of the above changes into the AI 594 or June 30, 2025 whichever occurs first.

For SEIU:


Rob Szykowny, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 07/06/22

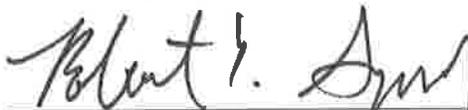
Date: 7/8/22

SIDE LETTER AGREEMENT

As soon as possible the City will discontinue having Workers' Compensation claims administered by JT2. The City agrees to meet with all recognized City unions to attempt to reach agreement on an alternative administrator. If all parties cannot reach agreement within a reasonable period of time, the City will engage a Workers' Compensation claims administrator that is not JT2 or a JT2-affiliated entity.

Not later than December 31, 2023 During the term of the contract, the City will issue a request for proposal for the administrator of its Workers' Compensation claims. After receiving proposals, **and** prior to making a determination, and to the extent permitted by law, the City agrees to consult meet and discuss with the Union over the proposals.

For SEIU:


Rob Szykowny, Chief Spokesperson
Spokesperson


Felipe Cuevas, Chief Spokesperson

Date:

7/16/22

For City:


Charles Sakai, Chief


Mark Love, Chief Spokesperson

Date:

07/06/22