SEIU Local 1021 City of Oakland Tentative Agreement Package

Compiled August 20, 2025 For Union Member Review Only



City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021 City Package Proposal #1 version 3 DATE: August 18, 2025

The City offers the following comprehensive package proposal in the interest of reaching an agreement promptly. The City retains the right to withdraw or modify these proposals at any time with or without notice in a manner consistent with applicable law.

1. Term of the Agreement

17.1 Duration

Except as stated in specific sections of this Agreement, this Agreement shall become effective upon ratification by the City Council and employees, and shall remain in effect through June 30, 2025 June 30, 2026.

2. Salary

MOU Section 5.1 Salary Schedules

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

First full pay period following July 1, 2022: 5%

[To be eligible, a unit member must be a current employee in active status upon City Council adoption of the 2021 – 2022 MOU.]

First full pay period following July 1, 2023: 2.5%

[To be eligible, a unit member must be a current employee in active status upon City Council adoption of the 2022 – 2023 MOU.]

First full pay period following January 1, 2024: 2.5%

[To be eligible, a unit member must be a current employee in active status on January 1, 2024.]

First full pay period following July 1, 2024: 2%

[To be eligible, a unit member must be a current employee in active status on July 1, 2024.]

First full pay period following March 1, 2025: 2%

[To be eligible, a unit member must be a current employee in active status on March 1, 2025.]

SEE APPENDIX B - SALARY SCHEDULES

City of Oakland to SEIU, Local 1021

City Package Proposal #1 version 3

DATE: August 18, 2025

MOU Section 5.1.2 Signing Bonus One-Time Payment (SB1, SC1, SD1, and SI1)

Effective the first full pay period following both Union ratification and final adoption by the City Council at a regularly scheduled council meeting in accordance with the Brown Act, a one-time signing bonus, not subject to CalPERS, of \$3,000 will be paid to eligible employees as described below. To be eligible, the employee shall be in active status or non-pay status for the entire pay period for which the bonus is paid, and the employee must be either a permanent full-time, permanent part-time, or a temporary part-time employee. The bonus will be paid to eligible employees as follows:

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

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

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

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

If the FY 2025-2026 General Purpose Fund unrestricted revenues (excluding Real Property, Sales Legal Settlements and Insurance Proceeds), in the audited actuals for FY 2025-2026, exceed the General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds) for FY 2025-26 as approved in the FY 2025-26 Adopted Policy Budget, then for every \$150,000 in excess revenues the City shall provide an

City of Oakland to SEIU, Local 1021

City Package Proposal #1 version 3

DATE: August 18, 2025

increase in wages of 0.05%, less any increase that was already provided based upon the Third Quarter Revenue & Expenditure Report as provided for in the preceding paragraph, and not to exceed 3% in total including any percentage provided in the paragraph above, such additional increase shall be effective the first full pay period after December 31, 2026.

Union agrees to the following proposals as noted in SEIU's package proposal on August 7, 2025:

- 3. Union Proposal #7 Sanctuary City Policy
 - City Counter Proposal 8/7/2025
- 4. Measure C First 5 Alameda Side Letter
 - City Counter Proposal 7/15/2025
- 5. Union Proposal #15 Telecommuting
 - City Counter Telecommuting Letter of Understanding 7/3/2025

Union agrees to withdraw:

- Union Proposal #16 RIF Side Letter
- Union Proposal #2 Contracting Out

Tentative Agreements

The City and Union agree to include all tentative agreements reached by the parties as of August 7, 2025.

- City Proposal #1 Pandemic Service Stipend (6/12/2025)
- Union Response to City Proposal #2 Safety Shoe Voucher (6/3/25)
- City Response to Union Counter Proposal on City Proposal #4 Injury and Illness During Probation (6/12/2025)
- Union Counter to City Proposal #6 Appendix K Equity (6/17/25)
- City Counter Proposal to Union Proposal #9 Special Premium Pay (6/24/2025)
- City Counter Proposal to Union Proposal #10 Special Premium Pay (6/24/2025)
- Union Proposal Extension Agreement (6/24/2025)
- Union Response to City Proposal #3 Professional Development Reimbursement (7/3/2025)
- City Counter Proposal to Union Proposal #19 Notice of Administrative Interview (7/8/2025)
- City Counter Proposal to Union Proposal #3 Reduction in Force (7/15/2025)
- City Counter Proposal to Union Proposal #5 Paid Administrative Leave (7/24/2025)

City of Oakland to SEIU, Local 1021

City Package Proposal #1 version 3

DATE: August 18, 2025

The City and the Union both agree to withdraw all other proposals and counterproposals not previously tentatively agreed to or specifically addressed in this package proposal.

Peter Masiak, Chief Spokesperson

Antoinette Blue, Chapter President

Dania Torres Wong, Chief Spokesperson

Mark Love, ER Manager



SEIU Local 1021 City of Oakland Bargaining Team

2025 Contract Negotiations

Date: 6/24/2025

Extension Agreement

The Parties agree to extend the term of the Memorandum of Understanding (MOU) to expire on July 31, 2025. This extension includes all contract provisions, sideletters, and appendices.

Antoinette Blue,

City of Oakland Chapter President SEIU 1021

Peter Masiak,

Chief Negotiator SEIU 1021

Dania Torres Wong

Chief Negotiator, City of Oakland

Mark Love,

Employee Relations Manager,

City of Oakland

City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021 City Counter Proposal to Union Proposal #10 DATE: June 24, 2025

5.5.1 Special Premium Pay (Applies to SB1, SC1, and SD1 only)

The City agrees to pay the following premium pay:

- 5.5.1.1 Heavy Equipment Operator, Street Maintenance Leader, or Truck Driver when assigned to the Sewer Maintenance Section of the Maintenance Services Department, shall be paid an additional seventy-six (\$.76) cents per hour for each day assigned to work in an active sewer.
- 5.5.1.2 A Public Works Maintenance Worker in the Maintenance Services Department, when assigned to and operating the three-quarter (3/4) ton to one (1) ton vacuum street cleaner, shall be paid an additional fifty-nine (\$.59) cents per hour.
- 5.5.1.3 A <u>Library Aide</u>, Library Assistant, Senior Library Assistant, Librarian I or Librarian II, when assigned and in charge of a branch library, shall be paid an additional one dollar and seventy-five cents (\$1.75) an hour. This premium pay can be received in hourly increments and only one unit member at a time can receive this special premium pay. The unit member does not qualify for this premium pay during period(s) of paid leave.
- 5.5.1.4 A permanent unit member shall be paid an additional fifty-nine (\$.59) cents per hour for each day assigned to lead Court Assignees.
- 5.5.1.5 Unit members with a valid Class B license, assigned to and operating a vehicle that requires a Class B license shall be paid an additional ninety-six cents (\$0.96) per hour.
- 5.5.1.6 Unit members with a valid Class A license, assigned to operate or drive a vehicle that requires a Class A driver's license shall be paid an additional one dollar and twenty cents (\$1.20) per hour.
- 5.5.1.7 Unit members with the proper license and certification, assigned to operate or drive a Hydro Flusher or 10-wheel dump truck shall be paid an additional ninety-six (\$0.96) per hour.
- 5.5.1.8 Unit members shall be paid an additional seventy-four (\$.74) cents per hour when applying herbicides or pesticides that are classified as restricted materials by the State of California, Department of Food and Adriculture.

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City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021 City Counter Proposal to Union Proposal #9 DATE: June 24, 2025

5.5.10 Special Premium Pay for Temporary Part-Time Unit Members (SI1)

5.5.10.1 A <u>Library Aide</u>, Library Assistant, Librarian I or Librarian II, when assigned and in charge of a branch library, shall be paid as additional one dollar and seventy-five cents (\$1.75) an hour. This premium pay can be received in hourly increments and only one unit member at a time can receive this premium pay. The unit member does not qualify for this premium pay during period(s) of paid leave.

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City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021

CP# 1

Date: 6/3/2025 and 6/12/2025

8.1.9 Pandemic Service Stipend (Sick Leave)

Effective upon expiration of the current state of California provided sick leave designated CB 114 (SPSL) leave, each full-time bargaining unit member will receive a one-time benefit of five (5) days (1 work week) of SB 114 (SPSL) sick leave. This sick leave shall expire three (3) 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.

10.8.1 Pandemic Service Stipend (Extra Vacation Leave)

Effective the first full pay period following City Council adoption, each full-time bargaining unit member will receive a one-time benefit of five (5) days work week) of Extra Vacation Leave.

For SEIU:

Peter Masiak

Chief Spokesperson

Antoinette Blue

Oakland Chp. President

For City:

Dania Torres Wong

6/24/203

Chief Spokesperson

Mark Love

ER Manager

City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021

City Proposal (CP) #: DATE: 6/12/25

New Section

14.4.3 Injury Or Illness During Probationary Period

If a unit member has been unable to perform the full duties of the position for a period of thirty (30) days or more because of injury or illness, the City may extend the entry and promotional probationary periods by the period of time lost as a result of such illness or injury. In addition, the City shall not be required to complete performance appraisals during periods when the unit member is unable to perform the full duties of the position for a period of thirty (30) days or more because of injury or illness. Probationary performance appraisals timelines will be extended to conform with the length of the unit member's leave.

For SEID:

Peter Masiak

Chief Spokesperson

Antoinette Blue

Oakland Chp. President

For City:

Dania Torres Wong

Chief Spokesperson

Mark Love

ER Manager



SEIU Local 1021 City of Oakland Bargaining Team

2025 Contract Negotiations

Date: 6/17/2025

City Proposal (CP) #: 6 DATE: June 17, 2025

APPENDIX K

EQUITY

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 Communication Dispatcher
- Fire Communications Dispatcher
- Construction Inspector
- Construction Inspector, Sr.
- Public Works Maintenance Worker
- 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.



SEIU Local 1021 City of Oakland Bargaining Team

2025 Contract Negotiations

Date: 6/17/2025

City Proposal (CP) #: 6 DATE: June 17, 2025

For SETN:

Peter Masiak, Chief Spokesperson

Antoinette Blue, Oakland Chp. President

For City:

Dania Torres Wong, Chief Spokesperson

Mark Love, ER Manager

City of Oakland to SEHU Local 1021

City Proposal (CP) #:2 DATE: 6/3/28

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5.6.5 Safety Shoe Voucher (Applies to SB1, SC1, SD1, 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	Library Aides or Library Assistants who
	are designated and assigned to delivery
	or sorting services in the sorting area of
	the Main Library
Animal Control Officer	Maintenance Mechanic
Auto Equipment Mechanic	Painter
Auto Equipment Painter	Park Attendant
Auto Equipment Service Worker	Park Equipment Operator
Blacksmith Welder	Parking Control Technician
Carpenter	Parking Control Technician II
Community Intervention Specialist	Parking Meter Collector
(CIS)	Parking Meter Repair Worker
Concrete Finisher	Plumber
Construction and Maintenance Mechanic	Police Evidence Technician
Construction Inspector	Police Service Technician II
Custodian (on the route)	Public Works Maintenance Worker
Electro Mechanical Machinist	
Emergency Medical Technician	Reproduction Assistant
(MACRO EMT)	Reprographic Offset Operator
Equipment Body Repair Worker	Senior Construction Inspector
Equipment Parts Technician	Senior Specialty Combination Inspector
Fire Equipment Technician Fire Prevention Bureau Inspector	Sewer Maintenance Leader
	Sewer Maintenance Worker
Fire Suppression District Inspector	Sign Maintenance Worker
Food Program Coordinator Food Service Worker	Specialty Combination Inspector
Gardener Crew Leader	Stationary Engineer (and PPT)
	Storekeeper
Gardener I	Street Maintenance Leader
Gardener II	Street Sweeper Operator
Greenskeeper	Tree High Climber
Hazardous Materials Inspector II	Traffic Painter
Heavy Equipment Mechanic	Tree Trimmer
Heavy Equipment Operator	Tree Worker/Driver
Heavy Equipment Service Worker	Hee AAOIVEIDHAEI
Environmental Enforcement Officer	
Irrigation Specialist	

City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU Local 1021 City Proposal (CP) #: DATE:

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

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

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

5.6.5.2 <u>Positions Eligible for Second Voucher</u> (Applies to SB1, SC1, and SD1 only)

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

5.6.5.3 Newly Employed Unit Members (Applies to SB1, SC1, and SD1 only)

Unit members newly employed shall be provided a voucher and an opportunity to acquire safety shoes and related supplies within thirty (30) days of their first day of work and during each following January.

5.6.5.4 Additional Classifications (Applies to SB1, SC1, SD1, and SI1)

City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU Local 1021 City Proposal (CP) #:

DATE:

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

Peter Masiak

Chief Spokesperson

Antoinette Blue

Oakland Chp. President

For City:

Dania Torres Wong

-6/ru/2025 06/24/25 Chief Spokesperson

Mark Love

ER Manager

City of Oakland and SEIU, Local 1021 Contract Negotiations 2025
City of Oakland to SEIU, Local 1021
City Counter Proposal to Union Proposal (CCP) #: 19 Notice of Administrative Interview DATE: July 83, 2025

14.5.1.1 Notice of Administrative Interview

Except in instances of gross misconduct where immediate action is necessary, if the City intends to conduct a formal administrative interview that may result in disciplinary action, a subject unit member shall receive three (3) working days notification of the time and place of the interview in writing, with a simultaneous email and copy to the Union. The time may be extended by mutual agreement. Subject unit members shall receive notice of the results of the investigation. A witness unit member employed in the Police Department who is subject to an internal affairs investigation shall receive three (3) working days' written notification of the time and place of the interview with a simultaneous email and copy to the Union.

For the Union

ate: 7/8/2025

Date

For the City

7/8/2025

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City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021 City Proposal (CP) #:
DATE:

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 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 their 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.

The City reserves the right to incorporate additional classifications during the term of the contract with the City Administrator's approval.

City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021 City Proposal (CP) #: DATE:

Heavy Equipment Service Worker	Specialty Combination Inspector, Senior
Help Desk Specialist	Tax Auditor I
Home Based Visitor	Tax Auditor II
Librarian I	Tax Enforcement Officer II
Librarian I, PPT	Tax Representative II
Librarian II	

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For Union

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City of Oakland Counter Proposal to SEIU, Local 1021 Proposal #3

Date: __07_/__15_/2025

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

The City shall attempt, insofar as possible, to accomplish any reduction in force by attrition rather than by layoff. The City agrees to keep the Union advised of financial planning that contemplates reduction of unit members at least six (6) months one hundred and twenty (120) calendar days in advance. The City will provide the Union with a listing of classifications that may potentially be reduced at a future date. In the event that a reduction in force is required, it shall be carried out in accordance with the Personnel Manual and the following principles:

- 14.2.1 A reduction in force shall be effected on a City-wide basis for each classification to be reduced. Unit members in classifications affected by a reduction in force who are not subject to layoff may, with City approval, volunteer to be laid off.
- 14.2.2 Seniority in the affected class shall be a primary factor in accomplishing such a reduction in force.
- 14.2.3 At least two (2) weeks' thirty five (35) calendardays' notice of any reduction in force shall be provided by the City to affected unit members in the affected classification.
- 14.2.4 In recall from layoff, the last person laid off shall be the first recalled.
- 14.2.5 A layoff (reinstatement) list shall remain in effect for a period of three (3) years.
- 14.2.6 It is anticipated, in the case of a City reduction in force, that no unit member will be required to take accrued vacation prior to layoff.
- 14.2.7 The City will not use participants in any welfare-to-work program, outside contractors, paid or unpaid volunteers, or non-permanent City employees to replace or reduce the hours of current bargaining unit members or eliminate budgeted bargaining unit positions represented by the Union in classifications affected by reductions in force.
- 14.2.8 Upon the Union's request, the City will provide reports to the Union regarding the level of the City's participation in outside programs that could have an impact on working conditions of bargaining unit members.

- 14.2.9 Further impacts on Union represented positions that may occur as a result of the City's participation in welfare-to-work programs shall be subject to meet and confer.
- In the event of a Reduction in Force (RIF), in addition to the rights 14.2.10 set forth in the Personnel Manual/Civil Service Rules, the City will make reasonable efforts to "redeploy" qualified individuals who have been laid off from City employment. This section shall sunset at the end of this MOU, June 30, 2015. June 30, 2026
- The redeveloped unit member shall remain on the Reinstatement 14.2.11 List in accordance with the Personnel Manual/Civil Service Rules. The exercise of City powers described herein shall neither be subject to the City's Civil Service appeal provisions, nor subject to the grievance procedures in the MOU, provided that complaints may be filed solely in regards to alleged acts of discrimination in accordance with Administrative Instruction 71 (dated April 1, 2004).
- Nothing herein shall interfere with management's right to determine 14.2.12 layoffs and such rights shall not be subject to the grievance procedure or civil service review. Further, nothing herein shall void or supersede the City's right to terminate a represented employee for cause as described in the current MOU and City's Personnel rules.
- With the exception of 14.2.12 above, nothing herein prevents the 14.2.13 filing of a grievance regarding the misapplication of the specific provision in this reduction in force article.

Nothing herein shall void or supersede the City's right to terminate a represented. employee for cause as described in the current MOU and City's Personnel rules ---

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City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021 City Counter Proposal to Union Proposal (CCP) #: 5 DATE: July 24, 2025

14.19.5 Paid Administrative Leave (Applies to SB1, SC1, and SD1)

Employees placed on Paid Administrative Leave will be paid at their regular rate of pay including all differentials and premiums to which they would normally be entitled as required by law.

14.26 Temporary Part-time Paid Administrative Leave for a Personnel Investigation (Applies to SI1)

Temporary Part-time (TPT) employees placed on paid administrative leave for a personnel investigation will be compensated for all scheduled shifts during the pay period they are placed on administrative leave.

3.7 Distribution of Information (SB1, SC1, SD1, SD1 and SI1 as Designated)

New Section Paid Administrative Leave Report

Upon union request, the City shall provide the union a paid administrative leave report for the last three months of bargaining unit members on paid administrative leave in March, June, September, and December of each year. The report will include the name of the bargaining unit employee, title, department code, organization, and pay periods on paid administrative leave.

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For THE CITY

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SEIU Proposal #7 City Counter Proposal: City Guidance and Employee Training Regarding Federal Immigration Enforcement in the Workplace

Date: 8/7/2025

Side Letter

The parties agree that with the increase in Federal Immigration Enforcement Activities, employees of the City of Oakland shall be provided guidance on how to respond to such activities at the workplace to ensure that employees are not required to provide any other assistance other than what is required by law.

To ensure that there is a city-wide understanding of what is required by law and what is not expected outside of the legal requirements, the parties agree to the following:

- a. The City shall establish a citywide guideline for employees regarding responses to any workplace immigration activity.
- b. A draft of the guidelines shall be reviewed and discussed at labor management committee consistent with Article 16 of the MOU. The initial labor management committee meeting on this topic shall occur no later than sixty (60) calendar days following ratification of this agreement.
- c. Once the guideline is finalized city wide, training shall be provided through the City's Learning and Organizational Development Unit. Initial priority shall be for those classifications that provide direct programs and services to the public.

SEIU Proposal #7 City Counter Proposal: City Guidance and Employee Training Regarding Federal Immigration Enforcement in the Workplace

Date: 8/7/2025

Side Letter

The parties agree that with the increase in Federal Immigration Enforcement Activities, employees of the City of Oakland shall be provided guidance on how to respond to such activities at the workplace to ensure that employees are not required to provide any other assistance other than what is required by law.

To ensure that there is a city-wide understanding of what is required by law and what is not expected outside of the legal requirements, the parties agree to the following:

- a. The City shall establish a citywide guideline for employees regarding responses to any workplace immigration activity.
- b. A draft of the guidelines shall be reviewed and discussed at labor management committee consistent with Article 16 of the MOU. The initial labor management committee meeting on this topic shall occur no later than sixty (60) calendar days following ratification of this agreement.
- c. Once the guideline is finalized city wide, training shall be provided through the City's Learning and Organizational Development Unit. Initial priority shall be for those classifications that provide direct programs and services to the public.

City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021 City Counter Proposal to Union (UP) # 4 DATE: July 15, 2025

Measure C First 5 Alameda Side Letter

The City agrees to notice the Union to meet and confer in the event that the City of Oakland is awarded a Measure C emergency grant through the First 5 Alameda procurement process that, as a condition of the grant award, directly affects the wages of the Head Start Childcare Center workers.

City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021 City Counter Proposal to Union Proposal #15 DATE: July 3, 2025

Letter of Understanding between Service Employee International Union Local 1021 ("Local 1021") and the City of Oakland ("City")

This represents an agreement between Local 1021 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 will apply to Local 1021-represented classifications. This LOU is intended to supplement AI 594.

- 1. A supervisor or Department will have up to thirty (30) calendar days from receipt of a complete telecommute application to respond to said request. Supervisors may request an extension of this timeframe.
- 2. An employee may apply to participate in the Telecommuting Program. Departments shall approve or deny the telecommuting request within thirty (30) calendar days of the employee's application. Denial of telecommuting requires a written justification of how the employee's request does not meet with the policy guidelines. If the telecommuting request is not responded to by the department within thirty (30) calendar days, the request shall be forwarded to the Human Resources Director or designee-for consideration. In the event of a dispute regarding requests for telecommuting, the Department Director (or designee), impacted employee, and Union shall meet with the Human Resources Director or designee within thirty (30) calendar days from the day the telecommuting request was forwarded to Human Resource Director to attempt to reach an agreement. Telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. The decision of the Human Resources Director or designee is final.
- 3. 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 of time; 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 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

City of Oakland and SEIU, Local 1021 Contract Negotiations 2025 City of Oakland to SEIU, Local 1021 City Counter Proposal to Union Proposal #15 DATE: July 3, 2025

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 are not subject to the grievance procedure of the MOU. This LOU shall expire with the adoption of the above changes into the AI 594 or June 30, 2026 whichever occurs first.

For SEIU Local 1021:	For City of Oakland:
Peter Masiak, Chief Spokesperson	Dania Torres Wong, Chief Spokesperson
Date:	Date:
Antoinette Blue, President	Mark Love, ER Manager
Date:	Date: