

2019 SUCCESSOR NEGOTIATIONS WITH IFPTE, LOCAL 21

City of Oakland Package Settlement Offer

Passed May 29, 2019

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

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

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

Wage Increase

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

Up to One Percent (1%) Trigger:

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

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

The Revenue Sharing Payment is a one-time payment of up to one percent (1.0%) of gross salary, not subject to CalPERS provisions, and shall not increase the base salary of any unit member. To be eligible, a unit member must be in a paid status on the date of the payout. Additionally, for part-time unit members, they must have worked seven hundred and fifty (750) hours in the prior fiscal year (July 1, 2019-June 30, 2020).

3. The Union accepts the Equity Adjustments set forth in Attachment A.
4. The Union accepts City Proposal #10 (Appendix H Alternative Work Schedules) passed on February 27, 2019.
5. The Union accepts City Proposal #11 (Article 5.6.14 Return To Work Pay) passed on February 27, 2019.
6. The Union accepts City Proposal #12 (Article 5.6.15.1 Return To Work Pay) passed on February 27, 2019.
7. The Union accepts City Proposal #13 (Appendix E Pay Reported to CalPERS) passed on February 27, 2019.
8. The Union accepts City Proposal #14 (Article 5.6.19 Premium Pay Reported to CalPERS) passed on February 27, 2019.
9. The Union accepts City Proposal #15 (Article 7.4 Premium Pay Reported to CalPERS) passed on February 27, 2019.
10. The Union accepts City Proposal #17 (Article 14.4.1 Announcements of Examinations) passed on March 6, 2019.
11. The Union accepts City Proposal #18 (Article 16.1 Appointment from Civil Service to Exempt Position) passed on March 6, 2019.
12. The Union accepts City Proposal #19 (Article 5.5.3 Salary Step Advancement) passed on March 13, 2019.
13. The Union accepts City Proposal #20 (Article 5.5.5 Salary Range Advancement Above the mid-Point) passed on March 13, 2019.
14. The Union accepts City Proposal #23 (Article 14.7.4 Management Employees (UM1)) passed on March 13, 2019.
15. The Union accepts City Proposal #25 REVISED (Article 9.13 Accrual Cash Out Upon Transfer) passed on May 22, 2019.

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16. The Union accepts City Proposal #27 (Article 14.7.2 Certification of Eligibles to Fill Vacancies) passed on March 13, 2019.
17. The Union accepts City Proposal #28 (Article 14.4.2 Certification of Eligibles to Fill Vacancies) passed on March 13, 2019.
18. The Union accepts City Proposal #29 (Article 4.12 Union Security) passed on March 20, 2019.
19. The Union accepts City Proposal #30 (Article 9.1.5 Annual Sick Leave Sell-Back/Conversion) passed on April 10, 2019.
20. The Union accepts City Proposal #31 (Article 10.6 Vacation Sell-Back) passed on April 10, 2019.
21. The Union accepts City Proposal #32 (Article 15.2.4 Step 4 Arbitration) passed on April 10, 2019.
22. The Union accepts City Proposal #36 (Article 5.6 Other Pay (formerly Premium Pay)) passed on May 1, 2019.
23. The Union accepts City Counter-Proposal to Union Proposal #9 (Article 11.1 Designated Holidays) passed on April 10, 2019.
24. The Union accepts City Counter-Proposal to Union Proposal #17 (Article 4.11 Employee Notification of Representation) passed on March 27, 2019.
25. The Union accepts City Counter-Proposal to Union Proposal #29 (6.1.1 All Units Except TM1 and U41) passed on May 22, 2019.
26. The City and Union agree to include all tentative agreements reached by the parties as of May 29, 2019.
27. The City and the Union both agree to withdraw all other proposals and counter-proposals not previously tentatively agreed to or specifically addressed in this settlement offer.

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ATTACHMENT A

Equity Adjustments:

CLASSIFICATION	Increase Effective First Full Pay Period July 2019
Administrative Analyst II	1%
Human Resources Analyst	1%

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 10
Distributed on 2/27/2019

Appendix H: Alternative Work Schedules

City proposes to delete this Appendix as the meet and confer over this item between Local 21 and the City has been concluded.

Passed on 2/27/19 @ 11:38 am, clb

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 11
Distributed on 02/27/2019

5.6.14 Call Back Return to Work Pay (Unit TF1)

A represented employee in Unit TF1 who is called back to work on his/her day off, or who is called back to work after he/she has completed his/her regular shift working day and has left his/her place of employment, shall be paid a minimum of two and one-half (2.5) hours at the employee's overtime rate of pay.

Passed on 2/27/19 @ 11:39 am, cas

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 12
Distributed on 02/27/2019

5.6.15.1 Callback Pay-Return to Work Pay

A represented employee in Unit UH1 who is called back to work on a day off, or who is called back to work after the regular shift working day has been completed and has left the employment site, shall be paid a minimum of two and one-half (2.5) hours at time and one-half of that represented employee's regular hourly base rate of pay. A represented employee who is required to make a job-related court appearance, in accordance with Police Department General Order E-1, dated September 18, 1979, and/or Administrative Instruction 529, dated August 15, 1980, and any subsequent amendments thereto, on a scheduled day off shall be compensated for a minimum of four (4) hours at time and one-half of that represented employee's regular hourly base rate of pay. It is expressly understood that a represented employee who works overtime (including court appearances) immediately subsequent to his/her regular work shift, or a represented employee who works immediately prior to his/her regular work shift, shall be compensated for the time actually worked, with no minimum number of hours of overtime guaranteed.

Passed on 2/27/19 @ 11:43 am, CCR

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 13
Distributed on 2/27/2019

Appendix E: Pay Reported to CalPERS

City proposes to eliminate this provision as language regarding pay reported to CalPERS is also being proposed to be incorporated in (NEW) Article 5.6.19, eliminating the need for the Appendix.

APPENDIX E PAY REPORTED TO CALPERS*

~~1. The following items constitute special compensation for which PERS contributions~~

~~are made:~~

- ~~• Special Assignment/Department Counsel Premium Pay~~
- ~~• Acting Pay~~
- ~~• Notary Public Pay~~
- ~~• Bilingual Pay~~

~~2. The following items constitute regular compensation for which PERS contributions~~

~~are made:~~

- ~~• Holiday Pay~~
- ~~• Sick Leave Pay~~
- ~~• Vacation Pay~~
- ~~• Professional Leave Pay~~
- ~~• Salary~~

~~This list includes, but is not limited to, the pay categories (regular and special pay) that are reported to PERS.~~

Passed on 2/27/19 @ 11:46 am, CRA

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 14
Distributed on 02/27/2019

(NEW) 5.6.19 Premium Pay Reported to CalPERS

Premium pay will be reported to CalPERS pursuant to CalPERS regulations and state law.

Passed on 2/27/19 @ 11:44am, CRA

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 15
Distributed on 02/27/2019

Article 7.4: Premium Pay Reported To CalPERS

City proposes to eliminate this provision as language regarding pay reported to CalPERS is also being proposed to be incorporated in (NEW) Article 5.6.19, to coincide with the provisions relating to premium pay.

7.4 Premium Pay Reported To CalPERS

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

Passed on 2/27/19 @ 11:48 am, CRR

14.4.1 Announcements Of Examination

The City agrees to routinely make information regarding open examinations available each week, in advance of the deadline for applications, to employees represented by the Union.

The 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 ~~ten (10)~~ **five (5)** working days in advance of the job announcement being posted.

Passed 2:56pm, 3/6/19, CAA

16.1 Appointment From Civil Service to Exempt Position

A represented employee appointed to an exempt position in Unit UM1 may take an approved leave of absence without pay from his/her classified position as provided for in Sections 8.07(b) and 8.07(c) of the Civil Service Rules.

Leave of absence without pay under this provision shall be for a period of one (1) year.

- a. For a represented employee who has been appointed to a position in Unit UM1 and is on an approved leave from a classified position, the represented employee shall have the right to revert to a position in the same classification as that occupied by him/her at the time of commencement of such leave if the UM1 position is deleted from the budget, or to a position in any other non-exempt classification in which the represented employee had prior service. If no vacant position exists in the classification, the represented employee shall "bump" another represented employee with less seniority, in the manner provided under Section 9.02 (d) of the Civil Service Rules. If there is no incumbent in that classification with less seniority, the represented employee shall be placed on a reinstatement list in the manner provided under Section 9.03 of the Civil Service Rules.
- b. For a represented employee who has been appointed to a position in Unit UM1 and is on an approved leave from a classified position, upon termination of such exempt appointment for reasons other than deletion of the UM1 position from the budget, the represented employee will be considered for reinstatement to a position in the same classification as that occupied by him/her at the time of commencement of such leave, or to a position in any other non-exempt classification in which the represented employee had prior service.

Passed 2:07 PM 3/6/19, CBA

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 19
Distributed on 3/13/2019

5.5.3 Salary Step Advancement

The Deputy City Attorney I, is the only classification in Unit TM1 or Unit U41 that is assigned to a salary step plan. The provisions applicable to the Deputy City Attorney I are included in Article 18.

Advancement within the salary schedules specified for a represented employee's classification assigned to the salary step plan shall be on the basis of one (1) year's satisfactory service, as evidenced by a Performance Appraisal. A salary step increase for a represented employee 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 the classification falls. Represented employees may receive no more than one (1) step increase per year under this section. However, the appointing authority may approve a **additional one-step(s)** advancement at a time increment of less than one year if there has been unusual difficulty in retaining competent employees at the lower step. Subsequent step advancement shall resume on the incumbent's anniversary date.

Passed on 3/13/19 @ 1:26 pm, OKA

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 20
Distributed on 3/13/2019

5.5.5 Salary Range Advancement Above The Mid-Point

This section shall not apply to represented employees in Unit TM1. Salary range advancement for this unit is addressed in Article 18.

Represented employees may progress above the mid-point of the salary range at the rate of two and one-half percent (2.5%) to five percent (5%) per year, based on performance as demonstrated by the represented employee's Performance Appraisal, if recommended by the Agency Head and approved by the City Administrator. ~~Represented employees may receive no more than one (1) salary adjustment during any twelve (12) month period.~~

Discussed on 3/13/19 @ 1:30 pm, LCA

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 23
Distributed on 3/13/2019

14.7.4 Management Employees (UM1)

Before filling a vacant position in the UM1 bargaining unit, the City shall post the vacant position for ~~ten (10)~~ **five (5)** business days to provide an opportunity for qualified represented employees to apply.

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 25
Distributed on 3/13/2019
Revised: 5/22/19

passed
5/22 2:07

9.13 Accrual Cash Out Upon Transfer

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

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

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 27
Distributed on 3/13/2019

14.7.2 Certification Of Eligible To Fill Vacancies

Whenever a promotional or restricted position in the competitive Classified Civil Service is to be filled, for which no reinstatement list exists, the appointing authority shall receive a list of the top ~~four (4)~~ **ten (10)** ranks. In the case of multiple vacancies, the appointing authority shall receive a list of the top ~~four (4)~~ **ten (10)** ranks, plus ~~two (2)~~ **four (4)** 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 or restricted eligible list shall be certified and considered for appointment before individuals on the original entrance eligible list(s).

For classifications in the UM2 bargaining unit, all names appearing on the eligible list shall be certified for hiring without regard to ranking on said list.

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 28
Distributed on 3/13/2019

14.4.2 Certification Of Eligibles To Fill Vacancies

Whenever a 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) ten (10)** ranks. In the case of multiple vacancies, the appointing authority shall receive a list of ~~four~~ **(4) ten (10)** ranks, plus ~~two~~ **(2) names four (4) 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.

For classifications in the UM2 bargaining unit, all names appearing on the eligible list shall be certified for hiring without regard to ranking on said list.

4.12 Union Security

~~Upon receipt from the Union of an employee's signed membership or other authorization form, including electronically signed forms which comply with the Uniform Electronic Transactions Act, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Deductions will continue until the City receives from the Union the employee signed revocation form, including electronically signed forms which comply with the Uniform Electronic Transactions Act. In order to revoke membership, an employee shall mail a written revocation to the Union in accordance with the terms of the authorization form, or, absent any such terms, by mailing a written revocation to the Union that is postmarked during the 30 day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form. The Union shall then submit the revocation form to the City's Employee Relations Manager and Director of Human Resources.~~

4.12.1 Maintenance Of Membership

~~Represented employees in Units UM1, UM2, UH1, U41, TA1, TF1, TM1, TW1, and TM2 may not revoke their authorization for regular monthly Union dues deductions during the term of this Agreement; provided that during the thirty (30) day period preceding the specified expiration date of this Agreement, represented employees may revoke their payroll deduction authorization and withdraw from membership in the Union.~~

4.12.2 Deductions

~~The City shall deduct, biweekly, the amount of Union regular and periodic dues, fair share service fees, insurance premiums, Committee On Political Education (COPE) deductions, and any special membership assessments as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the represented employee.~~

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

Passed on 3/20/19 @ 1:29 pm, CMA

~~has not authorized a payroll deduction within thirty (30) working days from the date of commencement of assigned duties within the bargaining unit, the City shall immediately begin automatic payroll deduction as provided for in Government Code Section 3502.5 and Cal. Code Regs., title 8, sections 32900-32907.~~

4.12.4.1 Religious Exemption

~~Upon presentation of membership, any represented employee who is a member of a bona fide religion, body, or sect whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join or financially support the Union as a condition of employment. In lieu of dues or the fair share fee, such represented employees shall contribute an amount equal to the dues or fair share fee to one of the following specific non-religious, non-labor charities exempt from taxation under IRS Section 501(c) (3): (1) Friends of the Oakland Public Library; (2) Friends of the Asian Branch Library; (3) Friends of Oakland Parks and Recreation; (4) the Oakland Museum Foundation; or, (5) Friends of Oakland Seniors. The Union shall be informed in writing of any such requests.~~

4.12.4.2 City's Obligations

~~The City is obligated under the fair share fee provisions to deduct appropriate amounts from represented employees' pay pursuant to Sections 4.12.2 and 4.12.3. If the Union notifies the City that the represented employee has not executed a payroll deduction authorization form, the City shall immediately begin automatic payroll deduction as provided in Government Code Section 3502.5 and Cal. Code Regs., title 8, sections 32900-32907.~~

4.12.4.3 Union's Obligations

~~Prior to the City's deduction of fair share fees, the Union shall annually certify to the City in writing that the Union is complying with all applicable laws governing the fair share fee.~~

4.12.4.4 Indemnification

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

Replace with the following:

4.12.1 Dues Deductions

4.12.1.1 A member of a covered unit may at any time execute a payroll deduction authorization form or forms ("Deduction Authorization Form") as furnished by the Union.

4.12.1.2 The Union will be the custodian of records for such Deduction Authorization Forms and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made ("Certification"). The Union shall not be required to provide the City a copy of the member's Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

4.12.1.3 The City shall begin deductions in the amount prescribed by the Union in the first full payroll period after receipt of written Certification from the Union. The employer shall transmit such payments to the Union no later than thirty (30) days after the deduction from the member's earnings occurs.

4.12.1.4 Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form. The City shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Union.

4.12.1.5.3 The City shall distribute Union-prepared Deduction Authorization Forms to new unit members. Each pay period, the City shall provide the Union with a list of newly hired unit members.

4.12.2 City Obligations

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

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

4.12.3 Revocation of Authorization

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 29
Distributed on 3/20/2019

Deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall direct employee requests to cancel or change deductions to Union and shall rely on information provided by Union regarding whether deductions for an employee organization were properly canceled or changed.

4.12.4 Indemnification

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

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 30
Distributed on 4/10/19

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

9.1.5 Annual Sick Leave Sell-Back/Conversion

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

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

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

Passed on 4/10/19 @ 2:03 pm, CRX

City of Oakland to IFPTE, Local 21
City Proposal (CP) # 31
Distributed on 4/10/19

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

10.6 Vacation Sell-Back

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

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

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

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

Raised on 4/10/19 @ 1:54 pm, CRA

15.2.4 Step 4 - Civil Service Board Arbitration

Should the grievance remain unresolved, within fifteen (15) working days of such written notice or said 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 fifteen (15) working days, it shall be considered withdrawn.** either party may submit such grievance to an impartial arbitrator who shall be selected **if the Union advances the grievance to Step 4 an impartial arbitrator** shall be selected by mutual agreement or, if such agreement is not reached, by alternately striking names from list of five (5) arbitrators submitted by the State Mediation and Conciliation Service. The decision of which party strikes first shall be determined by a coin toss. Alternatively, in the case of a grievance concerning disciplinary action against a represented employee (except represented employees in Unit UM1, the Union may elect to submit such grievance to the Civil Service Board, instead of to an arbitrator. The Civil Service Board may elect to use a Hearing Officer for such appeals as described in Appendix C, Civil Service Use Of Hearing Officer. In the event that the Union elects to submit the grievance to the Civil Service Board, the filing of the written grievance in accordance with the provisions of Step 1, 15.2.1 above shall satisfy the requirement of the Personnel Ordinance that the represented employee gives notice of intent to appeal a disciplinary action.

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 all grievances advanced to Step 4, the parties shall participate (either in person or via telephone) in a good faith settlement conference at least forty-five (45) calendar days prior to the hearing. At least twenty (20) calendar days prior to the hearing, the parties shall attempt to prepare a submission to the arbitrator, signed by both parties setting forth the issue(s) and specific provision number(s) in dispute. Should the parties fail to agree on a submission, the arbitrator shall determine the issue(s) after the parties' opening statements and prior to the taking of evidence or testimony. If both parties agree to use a mediator to assist in this process, the costs will be split equally between the parties.

Passed on 4/10/19 @ 1:49 pm, CBA

APPENDIX C
CIVIL SERVICE USE OF HEARING OFFICER

~~This section shall not apply to Units TM1 and U41.~~

~~The Civil Service Board may elect to use a Hearing Officer for appeals of suspensions, fines, demotions or disciplinary discharges filed pursuant to Article 15, Grievance Procedure, of this Agreement.~~

~~1. Conduct Of Hearings~~

~~Hearings will be closed to the public unless otherwise requested by the appellant.~~

~~Hearings will be tape recorded. Copies of the tape(s) will be available to the appellant, if desired, for no charge. Transcripts of the taped proceedings will be available upon request, at the requesting party's expense.~~

~~Closing arguments shall be oral, provided, however, that either party may elect to submit a closing brief. Such an election must be made following the presentation of closing arguments. Briefs are to be submitted to the Hearing Officer within twenty (20) calendar days of the close of the hearing. Briefs submitted after the deadline shall not be considered by the Hearing Officer.~~

~~2. Hearing Officer Responsibilities~~

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

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

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

~~2.1. A summation page delineating the case name, issue, brief summary of the case and his/her recommendation.~~

~~2.2. A complete written report documenting the findings.~~

~~2.3. Any documentary evidence, written motions and briefs submitted.~~

~~2.4. The cassette tape(s) of the hearing.~~

~~3. Civil Service Board Responsibilities~~

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

~~In reaching a decision, the Board shall review the hearing record and may review the cassette tape(s) of the hearing. The Board's decision shall be made in accordance with Ordinance No. 8979 C.M.S., as amended, which requires a majority of a quorum to accept, reject or modify an appeal.~~

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

~~4. Costs~~

~~Costs for the Hearing Officer shall be borne equally by the City and the Union as representative of the appellant.~~

~~Costs for transcribing hearing tapes shall be borne by the requesting party.~~

~~Costs for a copy(s) of the hearing tape shall be borne by the requesting party.~~

(NEW Section)

15.9 Civil Service Board Hearing

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

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

15.9.1. Hearing Officer Panel

Hearing officers shall be selected in accordance with the process identified in Article 15.2.4 through the State Mediation and Conciliation Service.

15.9.2. Conduct of Hearings

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

Closing arguments shall be oral; provided, however, that either party may elect to submit a closing brief following the presentation of closing arguments. Briefs are to be submitted to the Hearing Officer within twenty (20) calendar days of the close of the hearing unless otherwise agreed to by the Parties. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

15.9.3. Hearing Officer Responsibilities

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

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

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

- A. A summation page delineating the case name, issue, brief summary of the case, and his/her recommendation.
- B. A complete written report documenting the findings.
- C. Any documentary evidence, written motions and briefs submitted.
- D. The audio recording(s) or written transcriptions of the hearing.

15.9.4. Civil Service Board Responsibilities

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

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

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

15.9.5. Costs

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

[Section numbers to be adjusted accordingly]

5.6 Premium Pay - Other Pay

5.6.1 Overtime

Whenever in the judgment of an authorized City official, represented employees are required to work in excess of their regular work day or work week, they shall be compensated for such overtime worked at the rate of one and one-half times the regular hourly rate of pay for their classifications, or, in accordance with departmental policy, receive compensatory leave at the time and one-half rate, subject to the limits as stated in Section 5.6.2. Represented employees in Units TM1, TM2, U41, UM1, and UM2 shall not receive overtime compensation. **For purposes of determining overtime worked, the regular work day or work week is determined by the actual hours worked by the represented employee for the work day or work week.**

The following exceptions to the overtime provisions stated above will apply:

5.6.1.1 Alternate Work Scheduling

The daily overtime provisions may be suspended to accommodate alternative, adjusted, or staggered work schedules permitted by this Agreement.

For employees subject to such work schedules, "work in excess of their regular work day" shall mean work in excess of the hours prescribed as "regularly scheduled work hours" or "core work hours."

5.6.1.2 Adjusted Work Schedule

The overtime provisions may be suspended for represented employees in the classifications listed below whose work schedules are regularly adjusted to accommodate evening and/or weekend meetings. Adjustments to a represented employee's schedule shall be made with as much notice as is practical to the represented employee in situations that are known in advance. Represented employees who are required

to work outside their regularly scheduled work hours shall be allowed to adjust their schedule. If it is not possible to make the adjustment within one (1) weeks' time, the represented employee will be paid at the appropriate overtime rate.

This section shall apply to represented employees in the following classifications: Community Development District Coordinator, Urban Economic Analyst, Housing Development Coordinator, Mortgage Advisor and Rehabilitation Advisor. Represented employees in the Urban Economic Analyst, Housing Development Coordinator, Mortgage Advisor and Rehabilitation Advisor classifications may be required to adjust their schedules no more than one time per month except on occasions where there is mutual agreement between the represented employee and supervisor.

The City agrees to meet and confer with the Union before adding additional classifications to this provision during the term of this Agreement.

5.6.1.3 IT Employees

Represented employees in the following job classes are subject to the scheduling conditions detailed in 5.6.1.3.1 through 5.6.1.3.5:

Systems Analyst I, II, or III
Systems Analyst, PPT I, II, III
Microcomputer Specialist I, II, or III
Systems Programmer I, II, or III

5.6.1.3.1 The schedules of these classes are subject to adjustments to meet work/project priorities.

5.6.1.3.2 If, after having completed the normal daily work shift and having left the work site, a represented employee is called to return to the work site in order to respond to an unanticipated computer hardware or software issue, then that represented employee will be allowed to either adjust his/her schedule for the time worked, or receive pay as prescribed by the overtime provisions of this Agreement. The decision to either adjust schedules or receive pay shall

be subject to consultation between the represented employee and his/her supervisor, subject to the supervisor's approval.

5.6.1.3.3 Represented employees called back to the work site as described in Section 5.6.1.3.2 above shall be entitled to minimum call-back pay equal to two and one-half (2.5) hours.

5.6.1.3.4 Adjustments to a represented employee's schedule shall be made with as much notice as is practical to the represented employee in situations that are known in advance, such as upgrades, installations, repairs, and design/development projects. In such instances, the supervisor and the represented employee shall meet to attempt to adjust the employee's schedule to accommodate the City's needs.

5.6.1.3.5 Represented employees required to continue working to resolve a computer hardware or software problem that occurred during regularly scheduled work hours shall be allowed to adjust their schedules. If it is not possible for a represented employee to make the adjustment within one (1) calendar week's time, the represented employee will be paid at the appropriate overtime rate.

5.6.2 Compensatory Leave

Represented employees (except those in Units TM1, TM2, U41, UM1, and UM2) may elect to receive overtime compensation in the form of compensatory leave. Represented employees may not accrue in excess of seventy two (72) of compensatory leave. These limits may be exceeded with mutual agreement between the represented employee and ~~the department,~~ **the City Administrator or their designee** but represented employees in Unit UH1 may not exceed a balance of two hundred forty (240). The City reserves the option to "buy back" any compensatory leave accrued by represented employees in excess of the above stated amounts, with thirty (30) days advance notice.

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

5.6.3 Overtime On Holidays (Units TF1 And UH1)

For represented employees in Unit TF1 and UH1, any shift that includes five (5) or more hours on a holiday shall be considered a holiday shift and paid for that shift at the overtime rate prescribed in Section 5.5.1 of this Agreement.

*(5.6.4 Moved to New Premiums Section)

5.6.4 Acting Pay

5.6.5 Bilingual Pay

To overcome language barriers and to provide citizens equal access to City services, the City and the Union encourage represented employees to use City designated languages during contact with the public. For the purpose of bilingual premium pay, each department, subject to City approval, shall designate the non-English languages that may be used. To be eligible for bilingual premium pay, a represented employee must be certified under either subsection 5.6.5.1 or 5.6.5.2, must provide bilingual service on a regular basis when requested by the City, and must be in a work location where there is a demonstrated need for bilingual services. Represented employees in Units TM1 and U41 shall not receive Bilingual Pay.

5.6.5.1 Level 1 Certification

To be eligible for Level 1 Certification, a represented employee must have the ability to effectively communicate with the public in a Department-designated and City-approved non-English language. Represented employees certified with Level 1 skills shall be paid forty-five dollars (\$45) per pay period. A represented employee shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in this section and Section 5.6.5.2 shall not be pyramided.

5.6.5.2 Level 2 Certification

To be eligible for Level 2 Certification, a represented employee must have the ability to translate conversations and written materials in a Department-designated and City-approved non-English language. Represented employees certified with Level 2 written translation skills shall be paid ninety dollars (\$90) per pay period. A represented employee shall be paid for either Level 1 or Level 2 bilingual skills, and

the bilingual pay described in this section and Section 5.6.5.1 shall not be pyramided.

5.6.5.3 Certification Standards

The City shall establish examinations and testing procedures for certifying represented employees at Level 1 or Level 2. Upon request, the City will provide an opportunity to consult with the Union regarding procedures for Level 2 examinations.

5.6.5.4 Arbitrability

The City's substantive evaluation of a represented employee's knowledge of and skills in a designated second language shall not be grievable under Article 15 of this collective bargaining agreement and shall not be appealed to the Civil Service Board.

5.6.6 Notary Public Pay

Upon written designation by the appointing authority, the City shall approve payments of an additional seventy cents (\$.70) per hour to qualified represented employees for the performance of notary public duties for City business purposes. These represented employees shall submit proof of notary public certification annually in order to maintain notary public payments. The premium pay will be removed when the designation is revoked in writing by the appointing authority and the represented employees will no longer be required to perform notary public duties.

Represented employees paid to perform notary public duties for the City shall not perform private notary public duties during City work hours.

Represented employees in Units TM1, TM2, U41, UM1, and UM2 shall not receive Notary Public Pay.

(*5.6.7 through 5.6.12 Moved to New Premiums Section)

5.6.13 Standby Pay

When a department head or designee assigns a represented employee to remain on standby, the represented employee shall be paid an

amount equivalent to one and seventy-five hundredths (1.75) hours straight time pay for each eight (8) hour period of standby assignment.

In selecting represented employees for standby pay, the department head or designee shall determine which represented employees are qualified for the standby assignment. The department head or designee shall rotate assignments among qualified represented employees.

A represented employee assigned to standby duty shall a) keep the supervisor informed of a telephone number at which the represented employee can be reached; and b) be available to report within a reasonable time in the event of a call-out. A represented employee assigned standby duty who fails to comply with these two conditions shall not be paid standby pay during any such period of time.

Represented employees in Units TM1, U41, UM1 and UM2 shall not receive standby pay.

(5.6.14 - Consistent w/CP 11 passed 2/27/19)

5.6.14 Call Back Return to Work Pay (Unit TF1)

A represented employee in Unit TF1 who is called back to work on his/her day off, or who is called back to work after he/she has completed his/her regular shift working day and has left his/her place of employment, shall be paid a minimum of two and one-half (2.5) hours at the employee's overtime rate of pay.

5.6.15 Additional Unit UH1 Premium Pay

The premium pay provisions listed in this Section 5.6.15 apply only to represented employees in Unit UH1.

(5.6.15.1 - Consistent w/CP 12 passed 2/27/19)

5.6.15.1 Callback Pay-Return to Work Pay

A represented employee in Unit UH1 who is called back to work on a day off, or who is called back to work after the regular shift working day has been completed and has left the employment site, shall be paid a minimum of two and one-half (2.5) hours at time and one-half of that represented employee's regular hourly base rate of pay. A

represented employee who is required to make a job-related court appearance, in accordance with Police Department General Order E-1, dated September 18, 1979, and/or Administrative Instruction 529, dated August 15, 1980, and any subsequent amendments thereto, on a scheduled day off shall be compensated for a minimum of four (4) hours at time and one-half of that represented employee's regular hourly base rate of pay. It is expressly understood that a represented employee who works overtime (including court appearances) immediately subsequent to his/her regular work shift, or a represented employee who works immediately prior to his/her regular work shift, shall be compensated for the time actually worked, with no minimum number of hours of overtime guaranteed.

5.6.15.2 Shift Differential

A represented employee in Unit UH1 shall be eligible for shift differential pay, in addition to the hourly rate of pay for the employee's classification, as follows:

5.6.15.2.1 Swing Shift

When five (5) or more hours of a represented employee's work shift, exclusive of the lunch period, are between the hours of 5:00 p.m. and 12:00 midnight, the represented employee shall be paid one dollar eleven cents (\$1.11) per hour for each hour worked in that work shift.

5.6.15.2.2 Graveyard Shift

When five (5) or more hours of a represented employee's work shift, exclusive of the lunch period, are between the hours of 12:00 midnight and 5:00 a.m., the represented employee shall be paid one dollar and thirty-one cents (\$1.31) per hour for each hour worked in such work shift.

5.6.15.2.3 Rotating Shift

When a represented employee is assigned to a regular rotating shift schedule, the represented employee shall be paid one dollar eleven cents (\$1.11) per hour for each hour worked in that work schedule. "Rotating Shift Schedule" is defined, for the purposes of this section, as a work schedule that rotates the assigned work days and work hours more frequently than once every six (6) weeks, with one of the regular

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schedules being a swing or graveyard shift, as part of an overall schedule covering related represented employees.

(5.6.16 Premium Pay During Paid Leave Moved to New Premiums Section)

(5.6.17 No Pyramiding Moved to New Premiums Section)

5.6.18 Commuter Check

The City agrees to pay the monthly administrative fee, not to exceed five dollars (\$5) per month, for represented employees participating in the Commuter Check Program.

5.6.19 Other Pay Reported to CalPERS

Other Pay will be reported to CalPERS pursuant to CalPERS regulations and state law.

(NEW Section [Subsequent section numbers to be adjusted accordingly])

5.7 Premium Pay

5.7.1 Miscellaneous Licensing and Certification Premium Pay

The City agrees to consider requests by represented employees for either two point five percent (2.5%) or five percent (5%) premium pay for possession of licenses and certifications used by the represented employee in the conduct of City business, but not required for his/her classification.

This premium pay must be recommended by the Agency head and approved by the City Administrator. **Total incentive pay under this provision and subsections (5.71., 5.7.1.1 through 5.7.1.5) cannot exceed five percent (5%).**

Represented employees must maintain a valid license or certification for continued receipt of this licensing premium pay, and shall be entitled to receive this premium pay only as long as they remain in the classification for which the premium was awarded. If the represented employee changes classification but he/she continues to use the license or certification in the conduct of City business, he/she may reapply for the premium. **Represented employees shall perform duties that require licenses for which the incentive is granted and performing these duties shall not be considered to be working out of class. All represented employees receiving incentive pay under this section and required to perform duties requiring engineering licenses, shall stamp and/or sign the work in compliance with the California Engineers Act. This premium pay shall be incorporated into the represented employee's compensation reported to CalPERS.**

A request for award of such premium pay shall be submitted to the Director of Personnel, who shall forward the request to the City Administrator for final approval.

The City shall respond to such request within sixty (60) calendar days of submission by the represented employee.

This section shall not apply to represented employees in Units TM1 and U41.

5.7.1.1 Engineer And Architect Career Ladder Incentive

Represented employees in the professions of Engineering or Architecture, who work in classifications in a career ladder leading to a classification that requires a professional license or registration, but who are not required to have such license or registration, upon receipt of such license or registration, shall receive five percent (5%) incentive pay, which shall not be part of the salary schedule. ~~This premium pay shall be incorporated into the represented employee's compensation reported to CalPERS.~~

5.7.1.2 Engineer-In-Training Incentive

A represented employee holding the Engineer-in-Training (EIT) designation shall be advanced two and one-half (2.5%) percent starting in the month following receipt of the designation, provided that the increase, when applied, shall not be above the top step of the salary schedule for his/her classification. ~~This premium pay shall be incorporated into the represented employee's compensation reported to CalPERS.~~

5.7.1.3 Additional Engineer License Incentives

Represented employees in the positions of Civil Engineer, Supervising Civil Engineer, Principal Engineer, Assistant Engineer, Transportation Engineer, Supervising Transportation Engineer, Assistant Transportation Engineer, Electrical Engineer, Energy Engineer, Architect, Architectural Associate, and Architectural Assistant, shall receive the following incentive pay (subject to the limitations set forth below): 1) ~~ten~~ **five** percent (~~10-5~~)% for passage of the State of California Structural Engineers examination and maintenance of a California Structural Engineer license; 2) five percent (5%) for passage of the State of California Land Surveyor examination and maintenance of a California Land Surveyor license; 3) five percent (5%) for passage of the State of California Geotechnical examination and maintenance of a California Geotechnical license; 4) five percent (5%) for passage of the Electrical Engineer examination and maintenance of a California Electrical Engineer license; 5) five percent (5%) for passage of the Mechanical Engineer examination and maintenance of a California Mechanical Engineer license; 6) five percent (5%) for passage of the

Civil Engineer examination and maintenance of a California Civil Engineer license; and 7) five percent (5%) for passage of the California Traffic Engineer examination and maintenance of a California Traffic Engineer license.

Represented employees in the position of Environmental Program Specialist shall receive the following incentive pay: 1) five percent (5%) for possession of valid California Civil Engineer license; 2) five percent (5.0%) for passage of Hydrologist Examination and maintenance of a California Hydrologist license; 3) five percent (5%) for passage of Geotechnical Examination and maintenance of a California Geotechnical license; and 4) five percent (5%) for passage of the Geologist Examination and maintenance of a California Geologist license.

Incentive payments provided under this section shall be effective in the pay period following verification that the represented employee has passed the pertinent exam, or received the pertinent license; such pay shall not be part of the salary schedule. Continual receipt of the incentive pay is conditional upon a represented employee maintaining registration in the State of California of the license or permit for which the incentive pay is provided.

Total incentive pay under this section cannot exceed ~~ten~~ **five** percent (~~105~~) of base pay. ~~The incentive payments provided under this section shall be incorporated into the represented employee's compensation reported to CalPERS.~~

A represented employee in a position that requires a license or registration shall not receive incentive pay under this section for passing an examination and maintaining a license that is part of the licensing or registration requirement for the represented employee's position.

~~The City may require represented employees receiving incentive pay under this section to perform duties that require licenses for which the incentive is granted. Represented employees performing these duties shall not be considered to be working out of class. All represented employees receiving incentive pay under Section 5.6.11 and required~~

~~to perform duties requiring engineering licenses, with the exception of assistant engineers receiving the civil engineering license premium, shall stamp and/or sign the work in compliance with the California Engineers Act.~~

The operation of this provision shall not affect the operation of existing provisions concerning step increases. ~~This premium pay shall be incorporated into the represented employee's compensation reported to CalPERS.~~

5.7.1.4 Chief Of Party Licensing Premium Pay

Each represented employee in Unit UH1 serving in the position of Chief of Party shall receive five percent (5%) added compensation if the represented employee passes the California Land Surveyor examination and maintains a valid California Land Surveyor license. Represented employees shall be entitled to receive this premium pay only as long as they remain in the classification for which the premium was given. If the represented employee changes classification, he/she may reapply for the premium. ~~This premium pay shall be incorporated into the represented employee's compensation reported to CalPERS.~~

5.7.1.5 Real Estate/Property Management Premium Pay

Complex Managers, Facilities Managers, Supervising Real Estate Agents, Real Estate Services Managers, and Real Estate Agents who obtain and retain one or more of the following certifications will have an additional five percent (5.0%) added to their base pay:

- State of California General or Residential Appraisal Certificate;
- State of California Real Estate Brokers License;
- Certified Designations for Property Manager as issued by the

Institute of Real Estate Management, or Building Owners And Managers Association (BOMA). Represented employees who possess Property Manager certifications shall receive the premium pay only when they are assigned to perform property management functions for the City.

At no time will more than a single additional five percent (5%) be added to a represented employee's pay regardless of the number of certificates

acquired and retained. Represented employees must maintain current certificates or licenses to receive the premium pay. The represented employee annually must provide to the department head appropriate verification that the certificate or license is current and valid. ~~This premium pay shall be incorporated into the represented employee's compensation reported to CalPERS.~~

(This shall be considered City Counter to UP 19 re Acting Pay [passed by L21 on 3/20/19])

5.6.4 5.7.2 Acting Pay

This section shall not apply to employees in Units TM1 and U41. Acting Pay provisions for these units are in Article 18.

Department heads or designees may authorize acting pay assignments not to exceed thirty (30) calendar days. In cases where there is a permanent vacancy or a temporary vacancy (more than 120 days), department heads or designees shall post the acting opportunities for minimum of ten (10) working 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 higher classification for one (1) or more working days shall be paid a premium at the rate of 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 ~~sixty ninety~~ (60 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 the ~~sixty-ninety~~ first (691st) 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.

No represented employee shall be in an acting assignment for more than ~~six (6) months in a fifteen (15) month period, unless no other qualified represented employee is available or willing to take the assignment~~ **nine hundred sixty (960) hours per fiscal year**. For the purposes of this provision the ~~six (6) months~~ **nine hundred sixty (960) hours** need not be consecutive.

Absent extenuating circumstances, the City shall endeavor to avoid repeatedly appointing the same represented employee.

5.7.3 Premium Pay During Paid Leave

This section shall not apply to represented employees in Units TM1 and U41.

Regular premium pay shall continue to be paid during vacation leave, sick leave, and during other paid leave up to a total of thirty (30) calendar days, for a represented employee who is then regularly assigned to a position in which the represented employee is eligible for such premium pay.

5.7.4 No Pyramiding

This section shall not apply to represented employees in Units TM1 and U41. In addition, this provision shall not apply to represented employees receiving overtime in accordance with the provisions of the Fair Labor Standard Act.

There shall be no "pyramiding" of premium and/or overtime pay, unless otherwise provided in this Article.

(5.6.19 – Consistent with CP 14)

5.7.5 Premium Pay Reported to CalPERS

Premium pay will be reported to CalPERS pursuant to CalPERS regulations and state law.

[Subsequent section numbering shall be adjusted as appropriate]

11.1 Designated Holidays

The following days of each year are designated holidays:

11.1.1 January 1st.

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

11.1.3 February 12th, known as "Lincoln Day."

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

11.1.5 March 31st, know as "Cesar Chavez Day."

11.1.56 The last Monday in May known as "Memorial Day."

11.1.67 July 4th.

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

~~11.1.8 September 9th, known as "Admission Day."~~

~~**11.1.10 The first Tuesday after November 1, "Election Day."**~~

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

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

11.1.11 The Friday after "Thanksgiving Day."

11.1.12 December 25th.

11.1.13 Floating holiday, subject to prior approval of the department head.

Holiday must be taken during the fiscal year in which it is earned.
The floating holiday shall be credited at the beginning of the pay period that includes July 1.

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

Passed on 4/15/19 @ 2:15pm, COA

4.11 Employee Notification of Representation

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

Access and Notice

New to the City employee orientation is defined as the onboarding process, whether in person, online or through other means, which the City provides information regarding employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

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

Release time for Union Employee Representative to Attend New Employee Orientation

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

Time

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

Pay

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

Information

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

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City Counter (5/22/19)

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11:24

6.1.1 All Units Except TM1 and U41

The City shall pay up to one hundred percent (100%) of the cost of membership in one job-related professional organization per year for each represented employee, subject to department head approval. The City may consider covering the cost of more than one (1) professional membership, provided that the membership is directly related to the represented employee's job duties or the job duties of the employee's job classification series and is approved in advance by the department head. The City or department head's consideration and decision to approve memberships under this provision shall not be grievable under Article 15 of this Agreement.

6.3 Professional Development Allowance

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

The City will reimburse represented employees for professional development expenses in the amounts listed below. Professional development includes but not limited to such items as

- books,
- subscriptions to professional journals or magazines,
- dues to professional organizations that are ~~related to current employment~~ approved pursuant to Article 6.1.1,
- registration, application or examination fees for registration or certification within his/her profession, and
- expenses related to professional development including research and training, conferences and associated travel expenses.

Requests for reimbursement must be submitted with receipts in aggregate amounts of at least twenty-five dollars (\$25). All receipts for reimbursement must be submitted before the end of each fiscal year, and by June 1, if feasible. A represented employee may defer the entire amount of professional development reimbursement in one fiscal year and receive two years of reimbursement in the following fiscal year.

9.1 On The Job Injury Leave And Compensation (ICF)

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

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

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

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

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

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

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

9.4.1 City Paid Leave Entitlement

9.1.1.1 Probationary Employee

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

9.1.1.2 Permanent Employee

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

9.1.1.3 Long Term Permanent Employee

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

9.1.1.4 Non-Civil Service Employee

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

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

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

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

~~9.1.1.5~~ Workers' Compensation Claim

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

~~9.1.1.6~~ 9.1.1.5 Physical Examination

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

~~9.1.1.7~~ 9.1.1.6 Workers' Compensation Benefits

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

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

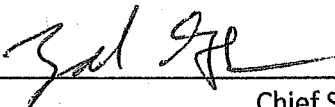
the difference between the amount of the award and the normal weekly
base pay for each week of continuing disability.

Date: 5-29-19

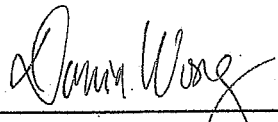
Date: 5.29.19

For IFPTE, Local 21:

For City



, Chief Spokesperson



Dania Torres Wong, Chief Spokesperson

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

11.1.15 Holidays On Regular Day Off

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

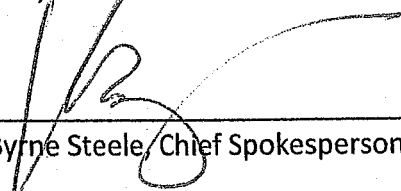
In the event that a designated holiday falls upon a normal day off which is either a Sunday as to a represented employee who works a Monday through Friday workweek, or the second day off of normally scheduled two (2) or more days off, as to a represented employee whose workweek is one other than Monday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

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

Date: 5/22/19

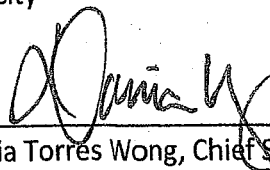
Date: 5/22/19

For IFPTE, Local 21:



Kyra Byrne Steele, Chief Spokesperson

For City



Dania Torres Wong, Chief Spokesperson

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

6.5 Tuition Reimbursement

This section shall not apply to Units TM1 and U41.

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

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

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

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


Date: 5/22/19

For IFPTE, Local 21:


Kyra Byrne Steele, Chief Spokesperson

Date: 5/22/19

For City


Dania Torres Wong, Chief Spokesperson

(aNEW) APPENDIX

CHANGE IN WORKWEEK

Principal Inspection Supervisors

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

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

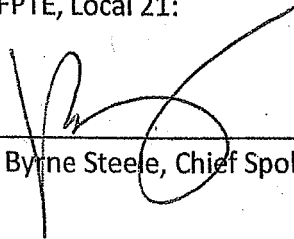
Date:

5/15/19

Date:

5.15.19

For IFPTE, Local 21:



Kyra Byrnie Steele, Chief Spokesperson

For City



Dania Torres Wong, Chief Spokesperson

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

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

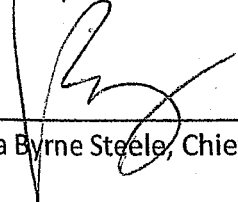
13.2.2 Changes in work schedules shall be posted at least ten (10) working days in advance, except in cases of emergency or unusual circumstances. The Union shall also be advised of schedule changes at least ~~fifteen (15)~~ **ten (10)** working days in advance. **The City and Union on behalf of the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

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

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

Date: 5/15/19

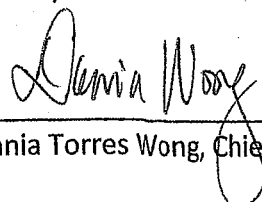
For IFPTE, Local 21:



Kyra Byrne Steele, Chief Spokesperson

Date: 5.15.19

For City



Dania Torres Wong, Chief Spokesperson

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

4.2 Union Representatives

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

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

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

4.2.1 Release Time

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

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

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

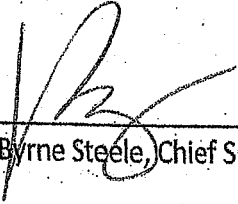
City of Oakland and IFPTE, Local 21
Successor Labor Contract Negotiations 2019
Tentative Agreement – 4.2 Union Representatives

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

Date: 5/1/19

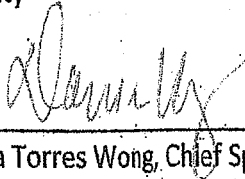
Date: 5/8/19

For IFPTE, Local 21:



Kyra Byrne Steele, Chief Spokesperson

For City



Dania Torres Wong, Chief Spokesperson

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

4.2 Union Representatives

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

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

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

4.2.1 Release Time

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

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

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

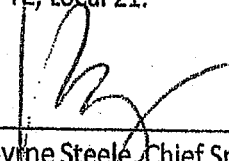
City of Oakland and IFPTE, Local 21
Successor Labor Contract Negotiations 2019
Tentative Agreement – 4.2 Union Representatives

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

Date: 4/24/19

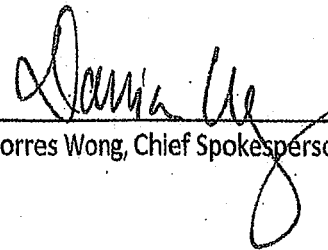
Date: 4/24/19

For IFPTE, Local 21:



Kyra Byrne Steele, Chief Spokesperson

For City



Dania Torres Wong, Chief Spokesperson

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

4.13.5 Limitation On Use of Annuity

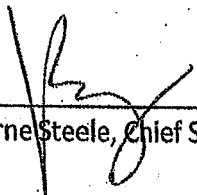
The City shall follow the CalPERS rules governing the employment of annuitants.

Date: 3/27/19

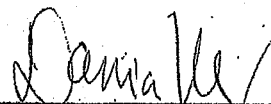
Date: 3/27/19

For IFPTE, Local 21:

For City



Kyra Byrne Steele, Chief Spokesperson



Dania Torres Wong, Chief Spokesperson

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

9.6 Jury Duty Leave

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

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

Date: 3/27/19


Date: 3/27/19

For IFPTE, Local 21:



Kyra Byrne Steele, Chief Spokesperson

For City



Dania Torres Wong, Chief Spokesperson

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

~~11.1.16 One Time Floating Holiday~~

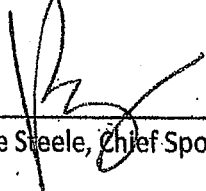
~~On a one-time, non-precedent setting basis, the City will grant one (1) floating holiday to all IFPTE, Local 21 represented employees that must be used by June 30, 2018 on the condition that the MOU is ratified by unit members on or before February 8, 2018 and subsequently ratified by City Council.~~

Date: 3/27/19

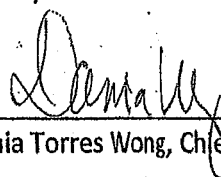
Date: 3/27/19

For IFPTE, Local 21:

For City



Kyra Byrne Steele, Chief Spokesperson



Dania Torres Wong, Chief Spokesperson

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

14.7.3 Flexible Staffing

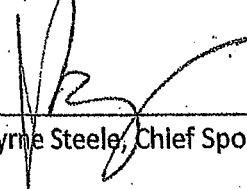
Represented employees may promote from an entry level to journey level classification in a series without benefit of competitive examination in accordance with Administrative Instruction 592 - Flexible Staffing, provided they were hired into classifications designated for flexible staffing in the classification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

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

Date: 3/27/19

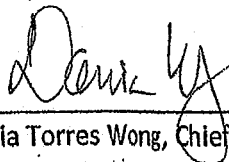
Date: 3/27/19

For IFPTE, Local 21:



Kyra Byrne Steele, Chief Spokesperson

For City



Dania Torres Wong, Chief Spokesperson

City of Oakland and IFPTE, Local 21
Successor Labor Contract Negotiations 2019
Tentative Agreement – Appendix J

Appendix J: Holiday Pay for OPD Dispatch Supervisors

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

Date: 4/24/19

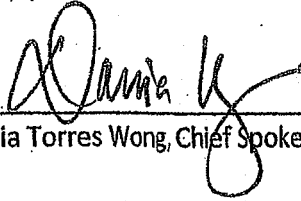
For IFPTE, Local 21:



Kyra Byrne Steele, Chief Spokesperson

Date: 4/24/19

For City



Dania Torres Wong, Chief Spokesperson

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

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

5.7.4 Shoe Allowance

5.7.4.1 City Vouchers

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

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

Date: 4/24/19

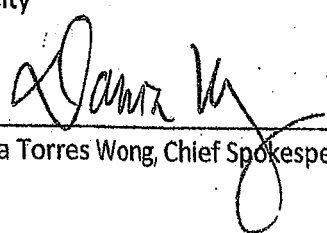
Date: 4/24/19

For IFPTE Local 21:

For City



Kyra Byrne Steele, Chief Spokesperson



Dania Torres Wong, Chief Spokesperson

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

UP 1 (2/20/19)
CC (3/20/19)

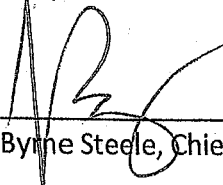
2.1 Discrimination Prohibited

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

Date: 3/20/19

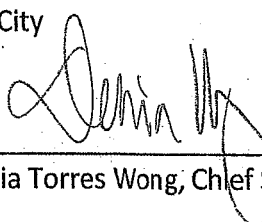
Date: 3/20/19

For IFPTE, Local 21:



Kyra Byrne Steele, Chief Spokesperson

For City



Dania Torres Wong, Chief Spokesperson

UP 10 (3/6/19)

11.1.14 Christmas Or New Year's Eve

- 11.1.14.1 Represented employees assigned to work schedules that require them to work on both December 24th and December 31st shall be entitled to one of the following:
- 11.1.14.1.1 ~~one-half of the work shift as paid time off on both the above days~~ two of the following: December 24, December 26, December 31, or January 2; or
 - 11.1.14.1.2 one full work shift as paid time off on either ~~of the above days~~ December 24, December 26, December 31, or January 2.
- 11.1.14.2 Represented employees whose regular workweek is Monday through Friday, when December 24th and December 31st occur on Saturdays or Sundays, shall be entitled to one of the following:
- 11.1.14.2.1 one-half of the work shift as paid time off on both the Friday preceding Christmas Eve and the Friday preceding New Year's Eve; or
 - 11.1.14.2.2 one full work shift as paid time off on either the Friday preceding Christmas Eve or the Friday preceding New Year's Eve.

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

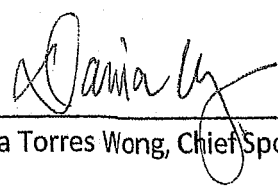
Date: 3/20/19

Date: 3/20/19

For IFPTE, Local 21:


Kyra Byrne Steele, Chief Spokesperson

For City


Dania Torres Wong, Chief Spokesperson

GROUND RULES FOR 2019 SUCCESSOR CONTRACT NEGOTIATIONS
City of Oakland and IFPTE, Local 21

These ground rules apply to the International Federation of Professional & Technical Engineers, Local 21 ("IFPTE") and the City of Oakland, for the 2017~~9~~ successor negotiations:

~~1. **Bargaining in Good Faith:** IFPTE 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. **Confidentiality:** IFPTE and the City of Oakland negotiating team members agree that proposals and the details of negotiations are strictly confidential and will only be shared with each party's respective principals until either party declares impasse. Both parties acknowledge the requirement IFPTE and the City must report to their principals the status of negotiations. After a declaration of impasse by either party, if either party plans to make a press release, 24 hours' notice shall be provided.~~

~~3.1. **Chief Spokesperson Bargaining in Good Faith:** IFPTE 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 IFPTE's Chief Spokespersons. IFPTE agrees to negotiate only through the City's Chief Spokespeople. Negotiations proposals, either on or off the record, shall be directed to the parties Chief Spokespersons only.~~

~~4. **2. Correspondence:** All correspondence between IFPTE and the City of Oakland regarding these negotiations will be addressed to the IFPTE and City Chief Spokespersons.~~

~~5. **3. Requests for Information:** Both IFPTE and the City of Oakland Chief Spokespersons shall request information in writing and in accordance with MMBA in a timely manner; email directed to the Chief Spokesperson is acceptable for this purpose. If the information is not available, or the request cannot be reasonably accommodated, the parties will discuss the alternatives.~~

~~6. **4. Scheduling and Preparing for Sessions:** All dates, times, and places(s) for negotiations will be established by mutual agreement. If either party needs to cancel they will do so at the earliest possible time through the party's spokespersons.~~

~~8. **5. Caucus and Breaks:** IFPTE 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. The parties will update each other on the length of their caucus.~~

9. 6. Record Keeping: IFPTE and the City of Oakland will be responsible for keeping their own bargaining notes for negotiations. Audio and/or video devices will not be used to record negotiations.

~~**10. 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 the work of the larger body.~~

~~**11. 7. Deadline for New Proposals:** IFPTE and the City of Oakland agree that the deadline for new proposals will be ~~May 1~~ **April 10**, 2019, *however, parties may propose a placeholder on a specific Article/Section until necessary information is received.*~~

~~**12. 8. Proposal and Counter Proposals and Tentative Agreements:** All proposals and counter proposals shall be dated, in writing, and in an agreed upon format. Each party shall bring sufficient copies of proposals, counter proposals or tentative agreements for members of both teams. The parties agree to provide electronic copies of proposals and counter proposals upon request. All tentative agreements shall be in writing, dated and signed by the Chief Spokespersons. 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 IFPTE membership and adoption by the City Council.~~

~~**13. 9. IFPTE Team Member Compensation:**~~

~~**The Union negotiators shall be paid for their full shift per scheduled negotiation session for all time spent in negotiation.**~~

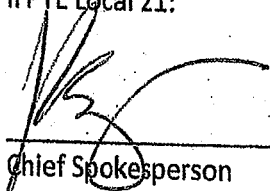
An employee who is a member of the IFPTE bargaining team that is scheduled to work all or part of a day IFPTE and the City are in bargaining, the employee will be paid for the portion of the day scheduled for bargaining, including reasonable travel time. No employee will be paid if they attend bargaining on a non-work day. ~~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 addition, it is understood that no employee will be paid overtime for bargaining.

~~**14. 10. Use of Copiers and other Office Equipment:** The parties agree to make available copiers and other office equipment necessary to conduct bargaining when they are hosting negotiations at their offices.~~

Proposed by City of Oakland to IFPTE, Local 21
UP 2/8/19 CCP 2/20/19 UCP 2/27/19 CCP 2/27/19

Date: 2/27/19

IFPTE Local 21:



Chief Spokesperson

Date: 2/27/19

City of Oakland:



Chief Spokesperson