

ATTACHMENT B

Revised 2/22/19
@ 1329

City of Oakland/SEIU Local 1021 Negotiations | 2019

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

Initial Salary
March 22, 2019

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

5.4 Salary Steps

5.4.1 Initial Salary

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

3/26/19

Dania W
for the City

Theresa S. Luna
For SEIU 1021

03/26/19

Compensatory Time Off

Interest: City Intends to address the constructive receipt issue involved in employee elections to receive compensatory time off instead of pay for overtime. The following proposal establishes the automatic annual payout of compensatory time off.

ARTICLE 5: COMPENSATION

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

[. . .]

5.5 Premium Pay

5.5.1 Overtime (Applies to SB1, SC1, and SD1)

[. . .]

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

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

The City makes no representation as to the tax consequences of an employee carrying compensatory time off between tax years. It is the employee's sole responsibility to address the tax consequences. SEIU will indemnify and hold the City harmless for any tax liability associated with this provision.

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

Article 5.5.2.1

Page 1 of 1

Proposal: City Proposal #20

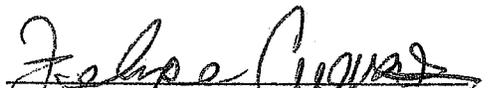
ARTICLE 5: COMPENSATION

5.5.2.1 Call Back Return to Work Pay

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

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 5/24/2019

For City:


Dania Wong, Chief Spokesperson

Date: 5.24.19

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

Article 5.5.9.9

Page 1 of 1

Proposal: Union Proposal #8

5.5.9.9 Homeless Encampment

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

Clean and Clearing Homeless Encampment:

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

Clean and Clearing Homeless Encampment:

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

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

LSA
RES

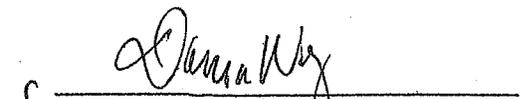
For SEIU:

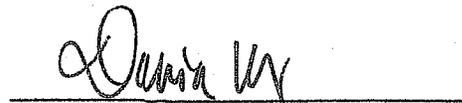

Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 05/17/19

For City:


Charles Sakai, Chief Spokesperson


Dania Wong, Chief Spokesperson

Date: 5.22.19

Bilingual Pay

Interest: This serves as City counter to Union proposal #7.

ARTICLE 5.5.11 Bilingual Pay (Applies to SB1, SC1, SD1 and SII as designated)

To overcome language barriers and to provide citizens equal access to City services, the City and the Union encourage unit members to use City designated languages during contact with the public. For the purpose of bilingual premium pay, Human Resources Management shall designate the non-English languages that may be used in accordance with the methodology required by the Equal Access to Services Ordinance (Ordinance No. 12324 CMS) and Administrative Instruction 558 concerning bilingual pay procedures. To be eligible for bilingual premium pay, a unit member must be certified and provide bilingual service when requested by the City. An employee may make a request for their supervisor to be considered for certification and/or designation.

5.5.11.1 Level 1 Certification (SB1, SC1, SD1, and SII as designated)

To be eligible for Level 1 Certification, a unit member must have the ability to effectively communicate with the public in a non-English language designated in accordance with the methodology required by the Equal Access to Services Ordinance (Ordinance No. 12324 CMS) and Administrative Instruction 558 concerning bilingual pay. A unit member shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in this section and section 5.5.11.2 shall not be pyramided.

- A. Full Time and Permanent Part Time Unit members (SB1, SC1, and SD1 only) certified with Level 1 skills shall be paid \$45 per pay period.
- B. **Police and Fire Communications Dispatchers and** Temporary Part Time nit members (SII) certified with Level 1 skills shall be paid \$.60 per hour.

5.5.11.2 Level 2 Certification (SB1, SC1, and SD1, and SII as designated)

To be eligible for Level 1 Certification, a unit member must have the ability to translate conversations and written materials in Non-English language designated in accordance with the methodology required by the Equal Access to Services Ordinance (Ordinance No. 12324 CMS) and Administrative Instruction 558 concerning bilingual pay. A unit member shall be paid for either Level 1 or Level

City of Oakland/SEIU Local 1021 Negotiations | 2019

City of Oakland to SEIU, Local 1021
Fact Finding Agreement on Union Proposal # 7
October 9, 2019

2 bilingual skills, and the bilingual pay described in sections 5.5.11.1 and this section shall not be pyramided.

- A. Full Time and Permanent Part Time Unit members (SB1, SC1, and SD1 only) certified with Level 2 skills shall be paid \$90 per pay period.
- B. **Police and Fire Communications Dispatchers and** Temporary Part Time Unit members (SI1) certified with Level 2 skills shall be paid \$1.20 per hour.

City of Oakland/SEIU Local 1021 Negotiations | 2019

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

TA

Tool Allowance

May 29, 2019

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

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

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

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

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

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

6/28/19
Daniela Wey
for City

6/28/2019
Robert G. Seyfried
Robert E. Seyfried
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City of Oakland/SEIU Local 1021 Negotiations | 2019

City of Oakland to SEIU, Local 1021
 Fact Finding Agreement on Union Proposal # 26
 October 9, 2019

Safety Shoe Voucher

Interest: City Intends to counter union proposal #26.

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

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

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

City of Oakland/SEIU Local 1021 Negotiations | 2019

City of Oakland to SEIU, Local 1021
Fact Finding Agreement on Union Proposal # 26
October 9, 2019

| | |
|--|-------------------------------|
| Gardener II | Stationary Engineer (and PPT) |
| Greenskeeper | Storekeeper |
| Hazardous Materials Inspector II | Street Maintenance Leader |
| Heavy Equipment Mechanic | Street Sweeper Operator |
| Heavy Equipment Operator | Traffic Painter |
| Heavy Equipment Service Worker | Tree Worker/Driver |
| Environmental Enforcement Officer | |

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

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

For each unit member required by the City to wear safety shoes, the City shall provide a voucher from the City designated department for ~~one hundred and fifty dollars (\$150)~~ **two hundred dollars (\$200)** annually toward the cost of acquiring one (1) pair of safety shoes and related shoe supplies through the City vendor. The City shall provide the voucher during January of each fiscal year.

5.6.5.2 Heavy Pavement/Undulation Crew/Parking Meter Collector (Applies to SB1, SC1, and SD1 only)

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

Article 5.8

Page 1 of 1

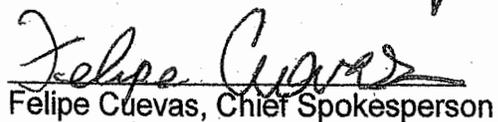
Proposal: Union Proposal #37

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

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

For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 05/24/2019

For City:


Dania Wong, Chief Spokesperson

Date: 5.24.19

Sick Leave Sell Back

Interest: City Intends to address the constructive receipt issue involved in the elective sell back of sick leave. The following proposal eliminates the sell back of sick leave.

ARTICLE 8: LEAVES OF ABSENCE

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

[. . .]

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

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

- (1) Accumulate sick leave credits to the one hundred and fifty-day (150) maximum; or
- (2) Convert sick leave earned in excess of the basic requirement of sixty (60) days to vacation ratio of two (2) sick leave days to one (1) day of vacation up to a maximum of six (6) vacation days.
- ~~(3) Sell back sick leave earned in excess of the basic requirement of sixty (60) days, at the ratio of two (2) sick leave days to one (1) day of pay, up to maximum of six (6) days pay.~~

City of Oakland/SEIU Local 1021 Negotiations | 2019

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

TA

Traumatic Incident Leave (Applies to SB1, SC1, SD1, and SII) April 12, 2019

Interest: City Intends to address the ambiguity around when Traumatic Incident Leave is applicable.

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

Unit members who, during their scheduled workday in the course and scope of their employment for the City, become personally involved in or personally observe a "Traumatic Incident" as defined in this section below, shall be entitled to Employee Assistance Program (EAP) services. The City shall use its best efforts to put affected unit members in contact with the City's EAP provider through the Risk Management Division of the Department of Human Resources Management.

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

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

- Stalking by members of the public;
- Violence occurring in City buildings or on City property;

Jelby
6/25/19

6/28/19
Diana Uy

6/28/2019
Whitney

City of Oakland/SEIU Local 1021 Negotiations | 2019

City of Oakland to SEIU, Local 1021

City Proposal (CP) # 12

Distributed on April 12, 2019

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

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

City of Oakland/SEIU Local 1021 Negotiations | 2019

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

3/26/19

Jury Leave
March 26, 2019

Interest: Language clean-up.

ARTICLE 8: LEAVES OF ABSENCE

① **5.6 Jury Duty Leave**

742

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

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

3/26/19
Diana Wong
for the City

Robert G. [Signature]
For SEIU 1021

03/26/2019

Vacation Sell Back

ARTICLE 10: VACATION LEAVE

10.4 Vacation Sell-Back

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

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

Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that year. However, employees may sell back vacation in the event of a financial emergency, even if they have not filed a timely irrevocable election. Financial Emergency shall be defined as a situation where (i) the employee can demonstrate a financial emergency caused by an event outside the employee's control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City will determine, at its sole discretion, whether an emergency exists and the extent of the financial need.

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

Article 13.2

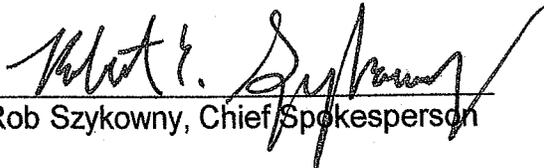
Page 1 of 1

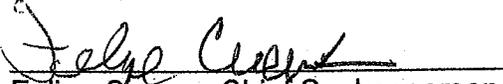
Proposal: Union Proposal #40

13.2 VDT Use Ergonomics (Applies to SB1, SC1, and SD1, and SI1 only)

All unit members shall follow the Ergonomics and workstation Design Program Guidelines in accordance with Administrative Instruction 130, dated January 1, 1998. Unit members may contact Risk Management for assistance with ergonomics.

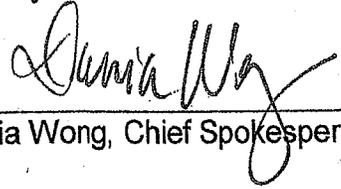
For SEIU:

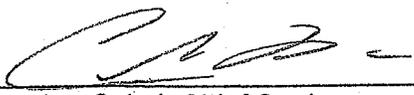

Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 7/1/2019

For City:


Dania Wong, Chief Spokesperson


Charles Sakai, Chief Spokesperson

Date: 7/1/19

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

TA

Article 13.7
 Page 1 of 3

Proposal: Union Proposal #06

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

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

Bloodborne Pathogen Training Job Classifications

| | |
|---|---|
| Animal Care Attendant | Maintenance Mechanic |
| Animal Control Officer | Museum Guard |
| Asst. Code Enforcement Inspector | Museum Guard, PPT |
| Asst. Criminalist | Painter |
| Carpenter | Parking Meter Repair Worker |
| Code Enforcement Inspector | Police Evidence Technician |
| Concrete Finisher | Police Property Specialist |
| Construction & Maintenance Mechanic | Police Services Technician I |
| Construction Inspector | Police Services Technician II |
| Construction Inspector, Sr. | Public Works Maintenance Worker |
| Custodian | Public Service Representative (OAS) |
| Custodian, PPT | Recreation Center Director |
| Early Childhood Center Director | Recreation Leader II, PPT |
| Early Head Start Instructor Family Advocate | Recreation Program Director |
| Electrical Painter | Recreation Specialist II, PPT |
| Environmental Enforcement Officer | Sewer Maintenance Leader |
| Fire Prevention Bureau Inspector | Sewer Maintenance Worker |
| Fire Suppression District Inspector | Sign Maintenance Worker |
| Gardener Crew Leader | Specialty Combination Inspector |
| Gardener I | Specialty Combination Inspector, Senior |
| Gardener II | Stationary Engineer |
| Greenskeeper | Stationary Engineer, PPT |
| Head Start Instructor | Street Maintenance Leader |
| Heavy Equipment Operator | Street Sweeper Operator |
| Librarian I | Traffic Painter |
| Librarian II | Traffic Sign Maker |
| Library Assistant | Truck Driver |

6/28/19
 [Signature]

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

Article 13.7

Page 2 of 3

| | |
|----------------------------|-----------------------|
| Library Assistant, Senior | Veterinary Technician |
| Litter Enforcement Officer | |

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

~~Incumbents in the classifications of Construction and Maintenance Mechanic, Maintenance Mechanic, Plumber, Sewer Maintenance Leader, Sewer Maintenance Worker, and Stationary Engineer, Stationary Engineer, Construction and Maintenance Mechanic, Maintenance Mechanic, and Plumber will receive a combined training to include both Permit Required Confined Space Training as well as Hazardous Atmosphere (gas) monitoring training. For Non-Entry (confined space training). Incumbents in the classifications of Sewer Maintenance Leader, and Sewer Maintenance Worker, will continue to receive Confined Space Training.~~

In addition, the City will offer Confined Space Training and Hazardous Atmosphere (gas) monitoring training to incumbents in the classifications of Animal Control Officer, Fire Prevention Bureau Inspector, Fire Suppression District Inspector, Specialty Combination Inspector, Senior Specialty Combination Inspector, Police Evidence Technician, Street Maintenance Leader, and Street Maintenance Worker.

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

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

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

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

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

Article 13.7

Page 3 of 3

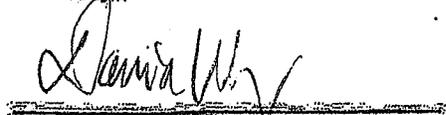
For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 06/13/2019

For City:


Dania Wong, Chief Spokesperson

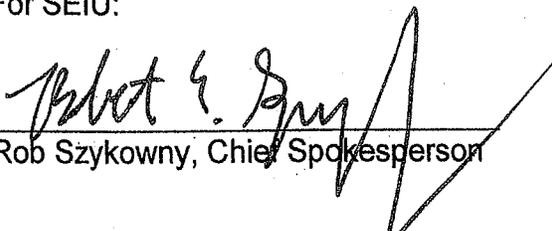
Date: 6/28/19

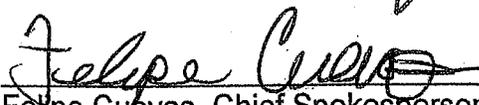
Proposal: Union Proposal #16

ARTICLE 14.5.1.7 Annual Performance Appraisal Deadline (Applies to SB1, SC1,
and SD1 only)

For the purposes of City programs for which an overall "Fully Effective" performance appraisal is a pre-requisite (including but not limited to order-of-layoff tiebreakers and pilot programs such as telecommuting and compressed work schedules), in the event that a represented employee has not received his/her most recently due a Performance Appraisal within forty-five (45) ~~thirty (30)~~ calendar days of the date the appraisal was due, the represented employee shall be treated as if the overall performance appraisal rating was "Fully Effective." ~~deemed to have a received a rating of fully effective on that appraisal.~~

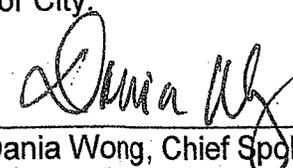
For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 07/1/2019

For City:


Dania Wong, Chief Spokesperson


Charles Sakai, Chief Spokesperson

Date: 7/1/19

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

Article 14.19

Page 1 of 1

Proposal: Union Proposal #28

14.19 Discipline (Applies to SB1, SC1, and SD1 only)

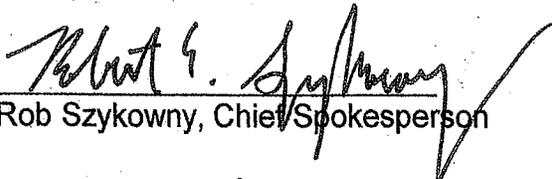
14.19.1 The good cause provision of Civil Service Rule 10 shall not be deleted in the absence of meeting and conferring with the Union. The City shall have the right to discipline permanent employees for "just cause."

14.19.2 The City will provide a copy of the "Skelly" Notice of Intent to discipline and documentation that was relied upon to the designated Union representative and to the permanent unit member. The City shall provide the unit member with 10 working days notice for Skelly hearings regarding discharge, demotion or suspension of 10 working days or more; provided however that in case of gross misconduct (e.g. theft, assault, conduct endangering the health or safety of others), the City shall follow applicable state law to take appropriate action. If there is a request for continuance, it shall not exceed 15 working days from the Notice of Intent to discipline. **Within these fifteen (15) working days, the Department and the Union will work collaboratively to schedule the Skelly hearing at a mutually convenient time.** The Notice of Intent shall be simultaneously copied to the City's Employee Relations Department.

14.19.3 The Skelly Officer's recommendation shall be attached to the notice of discipline.

14.19.4 Unit members permanently assigned to the Police Department shall be entitled to the rights provided by Government Code Section 3508.1. The Police Department shall use the procedures set forth in Administrative Instruction 523 when investigating and issuing discipline to unit member.

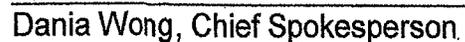
For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 5/31/2019

For City:


Dania Wong, Chief Spokesperson


Charles Sakai, Chief Spokesperson

Date: 5/31/19

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

Article 14.24

Page 1 of 1

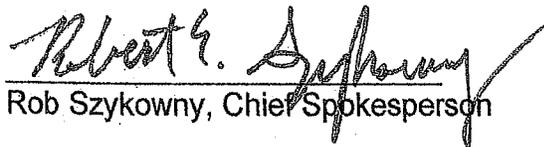
Proposal: Union Proposal #21

14.24 Temporary Part-Time Release Notification

The City agrees to develop a release form which will be given to SI1 unit employees and the Union upon release from City employment which will include the date of release.

Whenever a SI1 unit employee is removed from City service, he/she may request a meeting with a level of management above his/her immediate supervisor to discuss reasons for removal. The employee may be represented at this meeting by the Union or other representative. The purpose of this meeting shall be informational only and does not in any way affect the "at-will" status of such employees.

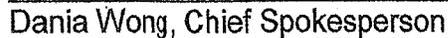
For SEIU:


Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Dania Wong, Chief Spokesperson

Date: 5/8/2019

Date: 5/8/19

CITY OF OAKLAND AND SEIU, LOCAL 1021
2019 SUCCESSOR MOU NEGOTIATIONS

MEDIATION TERM SHEET (10/9/19)

1. Term of Agreement - July 1, 2019 to June 30, 2021

2. Wages
 - a. First full pay period following 7/1/19: 1%
[To be eligible, a unit member must be a current employee in an active status upon City Council adoption of the 2019-2021 MOU.]

 - b. First full pay period following 11/1/19: 1%
[To be eligible, a unit member must be a current employee in an active status upon City Council adoption of the 2019-2021 MOU.]

 - c. First full pay period following 1/1/20: 1%
[To be eligible, a unit member must be a current employee in an active status on 1/1/20.]

 - d. First full pay period following 7/1/20: 2%
[To be eligible, a unit member must be a current employee in an active status on 7/1/20.]

 - e. First full pay period following 1/1/21: 1%
[To be eligible, a unit member must be a current employee in an active status on 1/1/21.]

3. Bilingual Pay – City LBFO

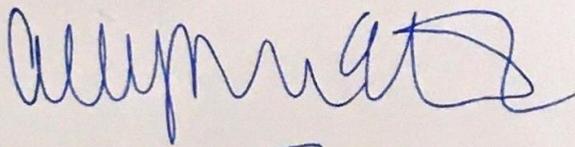
4. Safety Shoes – City LBFO (but increase to \$200)

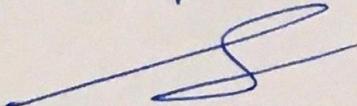
5. Constructive Receipt (Article 8.1.6 Annual Sick Leave Sell Back/Conversion; Article 10.4 Vacation Sell-Back; and Article 5.5.1.3 Compensatory Time Off) –
 - a. Vacation - City LBFO with the addition of hardship exception.
 - b. Sick Leave – Prior tax year pre-election (consistent with Vacation), and hardship exception
 - c. CTO – No Change in hours but add “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.”

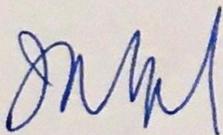
CITY OF OAKLAND AND SEIU, LOCAL 1021
2019 SUCCESSOR MOU NEGOTIATIONS

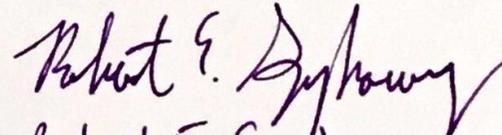
MEDIATION TERM SHEET (10/9/19)

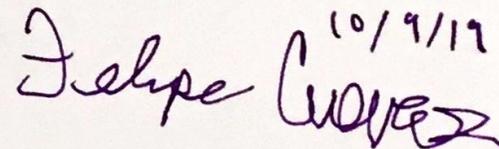
6. Union Security & New Employee Orientation
 - a. Parties to finalize language or to delete provisions and comply with State Law
7. Eyewash – LOU on Eyewash capability on trucks.
8. The City and Union agree to include all **tentative agreements** reached by the parties as of October 9, 2019.
9. The City and the Union shall **withdraw all other proposals and counter-proposals** not previously tentatively agreed to or specifically addressed in this settlement offer [INCLUDING RECRUITMENT].
10. The Union shall **withdraw all PERB charges** related to 2019 successor negotiations. Neither the City nor Union shall file any additional PERB charges related to the 2019 successor negotiations.



 10/9/19

 10/9/19


Robert E. Szytkowicz

 10/9/19
Dolores Cuevas
10/9/19