

CITY OF OAKLAND
AGENDA REPORT

2009 JUL -9 PM 3: 10

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Finance and Management Agency
DATE: July 21, 2009

RE: **Resolution Approving the Memorandum of Understanding between the City of Oakland and the Service Employees International Union, Local 1021, Representing Employees in Representation Units SB1, SC1 and SD1, Covering the Period from July 1, 2008 to June 30, 2011**

SUMMARY

The City of Oakland has reached a tentative agreement on wages and other terms and conditions of employment with the Service Employees International Union, Local 1021. Key provisions include represented employees assuming full payment of employee portion of the retirement contribution (an additional five percent, totaling eight percent) effective July 1, 2009; represented employees being subject to unpaid closure days (11 in FY 2009-10 and 12 in FY 2010-11); a step freeze for represented employees for FY 2009-10; and additional language updates and revisions.

FISCAL IMPACT

It is estimated that the proposed three year contract would capture \$8.17M in savings for FY 2009-10 and \$7.61M for FY 2010-11 in all funds. This will be actualized by employees assuming the full employee share of their retirement contribution (total 8%), closure days and a freeze of step increases for FY 2009-10.

Details are provided below:

Item	% FY09-10	\$ FY09-10 (in millions)	% FY10-11	\$ FY10-11 (in millions)
5% additional retirement	5%	\$3.55 all funds \$1.36 GF	5%	\$3.55 all funds \$1.36 GF
Step freeze FY2009-10	0.80%	\$0.9 all funds \$0.4 GF		
4 unpaid December closure days (no accruals)	1.60%	\$1.35 all funds \$0.52 GF	1.60%	\$1.35 all funds \$0.52 GF
Additional unpaid days (no accruals)	2.80% (7 days)	\$2.37 all funds \$0.90 GF	3.20% (8 days)	\$2.71 all funds \$1.03 GF
Total Savings	10.20%	\$8.17 all funds \$3.18 GF	9.80%	\$7.61 all funds \$2.91 GF

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BACKGROUND

The current Memorandum of Understanding between the City of Oakland and the Service Employees International Union (SEIU), Local 1021 expired June 30, 2008. This labor agreement represents the culmination of negotiations that began in the spring of 2008 with representatives of SEIU, Local 1021, who represent approximately 1,350 employees in the City of Oakland. Items of significance include represented employees assuming an additional five percent (5%) of the employee retirement contribution, totaling the full eight percent (8%); an agreed number of closure days for the remaining two fiscal years, including a December period shut-down; the establishment of five (5) labor management committees; language changes related to alcohol/drug treatment, union access to the workplace, timelines for classification studies, alignment of Civil Service Rules with the agreement, and timelines for due process *Skelly* hearings.

KEY ISSUES AND IMPACTS

Discussed below are core economic issues, other economic matters, labor management committees and other significant tentative agreements.

CORE ECONONMIC ISSUES

This tentative agreement represents an average of ten percent (10%) concessions (reduction in total compensation) for the two remaining years of the three-year contract, with 10.2% in FY 2009-10 and 9.8% in FY 2010-11. This is accomplished by represented employees assuming their full employee share of retirement costs, freezing step increases for represented employees for one year (FY 2009-10) and implementing an agreed-upon number of City closure days.

Represented employees assuming full employee-share of retirement costs

The total retirement contribution rate for a SEIU represented employee is approximately 27%. The Employee Paid Member Contribution (EPMC) is 8% and the remaining 19% is the employer share. Prior to this proposed agreement, the City paid 24% of the total retirement contribution and employees paid 3%. Through this proposed agreement, employees will assume the full amount of their EPMC, totally 8%. This additional contribution represents approximately \$3.55M in annual savings for the remaining two years of this contract.

Step freeze

The Union has agreed to freeze step increases for represented employees for FY 2009-10. This will result in an approximate 0.8% concession and \$0.9M savings in all funds. On July 1, 2010, represented employees will resume receiving step increases on their respective anniversary dates.

Closure days

The proposed agreement has a total of 11 closure days for FY 2009-10 and 12 closure days for FY 2010-11, totally a 4.4% and 4.8% concession respectively. During the closure days, represented employees will not be able to use accrued leave nor will they accrue leave during those days. Four of the closure days will occur during the December holiday period as listed below:

- December 2009: 28, 29, 30 and 31
- December 2010: 27, 28, 29 and 30

The remaining closure days, seven (7) in FY 2009-10 and eight in FY 2010-11, will be determined by

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the City. Additionally, the City will exercise its discretion to determine which represented employees are required to work on closure days, generally limited to emergency and revenue-generating functions. These employees will be required to take an equivalent amount of days off at another time to foster equity in the bargaining unit.

Another aspect of this tentative agreement is the sideletter regarding unpaid days off. In that sideletter, the City agrees it will not impose additional closure days though it expressly reserves its contention that closure days are a form of layoff and not within the mandatory subject of bargaining. This side letter explicitly states that the Union does not withdraw its disagreement with the above contention as set forth in its Unfair Practice Charge in PERB case #SF_CE_604-M.

OTHER ECONOMIC MATTERS

In addition to above tentative agreements related to economic proposals, there are tentative agreements on other economic matters, including a "re-opener" provision and a sideletter regarding equity among bargaining units.

Re-opener

In the event that the City's financial situation should greatly improve based on objective financial information, the Union will have an option to re-open the contract on the narrow terms of wages and/or number of closure days. *The ability for the Union to re-open requires a 10% increase in the sum of property, real estate transfer and sales tax revenues from FY 2008-09 to FY 2009-10.*

Sideletter regarding equity among bargaining units

This sideletter will not be attached to the agreement but it will provide the union the right to re-open the contract if equivalent levels of savings and/or benefit reductions are not actualized with any of the miscellaneous bargaining unit representatives. Essentially, if the City is unable to achieve equivalent savings with other miscellaneous units, the Union shall have the option to re-open negotiations.

LABOR MANAGEMENT COMMITTEES

Significant labor management issues were identified through the negotiation process that the parties agreed needed further examination. A total of five labor management committees will be staffed by City and Union representatives, one (1) is a multi-union committee and four (4) are SEIU-specific committees.

Employee and Retiree Medical Coverage and Costs Committee

To address the rapidly expanding costs of employee and retiree health care, this multi-union committee will fully explore alternative strategies to deliver cost-effective employee and retiree health, dental and vision insurance. The City will release two (2) SEIU representatives to staff this committee along with representatives from the other miscellaneous bargaining units. This committee shall report its findings to the City Administrator and City Council no later than July 1, 2010.

Temporary Part-Time Conversion Committee

The establishment of this committee was based on the Union's concern that there are part-time employees working for the City of Oakland for many years. This committee would develop recommendations for converting long-term part-time employees into full-time, benefited positions. The committee would consist of three Union and three City representatives and will strive to develop mutually-agreeable recommendations. This committee will be formed thirty (30) days after Council adopts this agreement and will complete its work during FY 2009-2010.

Exempt Limited Duration Employee (ELDE) and Temporary Contract Service Employee (TCSE) Committee

This committee would explore the issue of ELDEs and TCSEs in the City and would strive to reduce the reliance upon them. It would also monitor and advise the City regarding the use of ELDEs and TCSEs, ensuring the City is compliant with existing Civil Service Rules. The committee would consist of three Union representatives and three City representatives. This committee will be formed thirty (30) days after Council adopts this agreement and will complete its work during FY 2009-2010.

Contracting Out Reduction Committee

This committee was tentatively agreed upon because of the Union's concern that contracts with outside vendors were potentially leading to displacement of represented employees. The committee would explore this concern and examine contracts the City currently holds with outside vendors. The committee would consist of three Union representatives and three City representatives. This committee will be formed thirty (30) days after Council adopts this agreement and will complete its work during FY 2009-2010.

Budget Committee

This committee would identify methods for reducing inefficiencies and make recommendations on improvements in management and operations to reduce layoffs and service reductions. The work of this committee will start no later than September 1, 2009, and complete its recommendations by January 5, 2010. The committee would consist of five Union representatives and five City representatives.

Union committee advisor

This provision provides the Union with the ability to select one (1) released full-time employee representative to serve as an advisor to the above committees during fiscal year 2009-2010. On July 1, 2010, the employee would return to his/her regular duties.

OTHER SIGNIFICANT TENTATIVE AGREEMENTSAlcohol/drug treatment

This tentative agreement reinforces the City's position that represented employees whose drug and alcohol abuse interferes with regular work duties may be subject to discipline, depending on the initial offense. However, the City is committed to rehabilitation efforts and referring the represented employee to the appropriate counseling or treatment, and holding proposed disciplinary action in abeyance.

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Scope of stewards

The tentative agreement allows stewards to represent employees at investigations, hearings or meetings with management. In most instances, the City shall not withhold steward release time unreasonably. The agreement also includes language for stewards to represent members at investigatory interviews, a right that represented employees already have, known as “Weingarten Rights.”

Union access to the workplace

The tentative agreement allows for reasonable union access to the workplace to communicate to its members. This agreement also states that if the City is unable to provide access, then the City and the Union should consult regarding alternate locations and times for the Union to communicate to represented employees.

Position reallocations (classification studies)

The change in this provision is related to the Union’s concern that classifications studies can take an excessive amount of time and, if the re-classification to a higher classification is granted, the City benefits by having higher duties and responsibilities performed without providing additional compensation. This provision requires the City to award “acting pay” (six percent in addition to regular wages) if the classification study takes over one year. The acting pay would be awarded starting four months after complete information was received by the Human Resources Department and approved by the affected department. There would be minor fiscal impacts in the form of awarding retroactive “acting pay.”

Civil Service Rules alignment

Between March 2006 and August 2007, the City and miscellaneous unions, including SEIU, met and conferred regarding the City of Oakland’s Civil Service Rules. There are many provisions in the SEIU contract that mirror the previous version of the Civil Service Rules. Through this negotiation, the provisions of the agreement match the new, updated Civil Service Rules. The updated provisions include definition of promotion, seniority credit for permanent employees, residency points (as opposed to percentage) and certification of ranks (as opposed to names).

Discipline

This tentative agreement codifies the City’s current practice of providing the “notice of intent” to discipline to both the affect represented employee and the Union. It also specifies the window in which the *Skelly* hearing can be held: between 10 and 15 working days. The previous policy was three to four working days, as stated in Administrative Instruction 521 – Due Process Guidelines.

Grievance procedure

There are two changes to the current grievance procedure. First, the Union would be allowed to file an initial grievance at step 2, the department head level, if an alleged contract violation was caused by a decision made by the department. Previously, all grievances related to contract violations needed to be filed at step 1, the supervisory level. Second, the Union would be allowed to file the written grievance within ten (10) days of the informal meeting with the supervisor or twenty (20) days after the unit member or Union should have reasonably have been aware of the occurrence, whichever is earlier. Previously, the Union had to file all grievances in writing within ten (10) days after the unit member or

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Union should have reasonably been aware of the occurrence.

Jury leave

Additional information was added to this provision to assure represented employees who work for 24 hour operations (e.g., Police and Fire Communication Dispatchers) receive appropriate leave when actively serving on a jury. Specifically, represented employees would move from a swing or night shift to day shift and be provided two (2) consecutive days off during the period of jury services.

Compensatory leave

The parties have tentatively agreed to raise the number of hours that represented employees are able to accrue from 24 to 48 hours. This provision does not apply to represented employee assigned to the Police Department or in the classification of Fire Communications Dispatcher as they have different limits that are not changing.

SUSTAINABLE OPPORTUNITIES

No sustainable opportunities have been identified.

DISABILITY AND SENIOR CITIZEN ACCESS

The agreement contains a “non-discrimination” provision, which states that the City will make reasonable accommodations to the extent the law permits at the time the accommodation is implemented. There are no changes to this provision. There are no senior citizen access issues contained in this report.

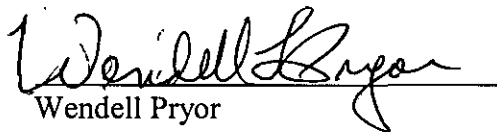
RECOMMENDATION AND RATIONALE

Staff recommends that Council approve the tentative agreement negotiated with the Service Employees International Union (SEIU), Local 1021. Represented employees from Local 1021 have ratified this agreement through a vote of the union's membership. The tentative agreement meets the interests of both parties and represents a fair and reasonable settlement.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council approve the resolution.

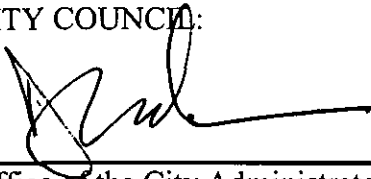
Respectfully submitted,



Wendell Pryor
Director, Human Resources Department

Prepared by:
Ian Appleyard, Principal Human Resource Analyst
Office of Personnel Resource Management

APPROVED AND FORWARDED TO THE
CITY COUNCIL:



Office of the City Administrator

Memorandum of Understanding

Between



City of Oakland

And

***SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1021***

Effective

July 1, 2002~~8~~ Through June 30, 2008~~1~~1

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PREAMBLE

We, the undersigned, duly appointed representatives of the City of Oakland ("City") and of the Service Employees International Union, Local ~~790~~1021 ("Union"), a recognized employee organization, having met and negotiated in good faith, do jointly prepare and execute on the 10th day of July 2009 ~~23rd day of January 2003~~, the following written Memorandum of Understanding. The provisions in this Agreement supersede previous Memoranda of Understanding between the City and Union, and apply to City of Oakland employees officially designated to be members of representation units represented by the Union: Unit SB1 Craft employees; Unit SC1 Field and Operations employees; and Unit SD1 Office and Technical employees.

ARTICLE 1: RECOGNITION

The City agrees to recognize the Union as the exclusive recognized bargaining representative, within the scope of representation as described in the Meyers-Milias-Brown Act, as amended, and the Employee Relations Rules adopted by the City Council, for full-time and permanent part-time City employees in classifications assigned to Units SB1, SC1, and SD1, as set forth in the preamble to this Agreement, for the period of this Agreement.

ARTICLE 2: NONDISCRIMINATION

2.1 Discrimination Prohibited

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

2.2 Reasonable Accommodation

The City will make reasonable accommodation for a unit member's known physical or mental disability unless the City demonstrates that the proposed accommodation will produce undue hardship to the City's operation or that the City is otherwise not obligated to accommodate the unit member. Reasonable accommodations will be consistent with provisions of this MOU and of Civil Service Rules that affect the unit member being accommodated to the extent the law at the time the accommodation is implemented permits. At the request of the Union, the City agrees to discuss a proposed unit member accommodation with the Union.

ARTICLE 3: UNION RIGHTS

3.1 Bulletin Board Space

The City shall provide reasonable space on bulletin boards for official Union notices of a non-controversial nature at each central work area.

3.2 Meeting Space

The City shall reasonably make available conference rooms and other meeting areas for the purpose of holding Union meetings during off-duty time periods. Union shall provide timely advance notice of such meetings. The Union agrees to pay any additional costs of security, supervision, damage, and clean-up, and shall comply with City regulations for assignment and use of such facilities.

3.3 Inter-Office Mail Service

Union shall be allowed reasonable use of City inter-office mail service for the distribution of ~~non-controversial~~ written materials for the information of ~~members stewards and officers~~, with proper identification of the addressees by the Union, provided that such materials do not violate Article 2 (Nondiscrimination) of this MOU or Administrative Instruction 71 (dated April 1, 2004), and are not defamatory or of a partisan political nature. Communication through electronic media shall be limited to minimal and incidental use related to notification of meetings. It is understood that Administrative Instruction 71 is subject to amendment to reflect current state and federal law.

3.4 Union Access To Work Locations

~~Union officers and representatives shall be granted reasonable access to employee work locations, upon the consent of the department head or the designated representative, for the purpose of contacting members concerning business within the scope of representation. Access shall be granted only~~ Reasonable access to the workplace shall not be denied to Union officers or representatives. If the union seeks access to the workplace, it shall provide adequate notice to the department head or the designated departmental representative (i.e., at least 2 (two) working days, except in the case of an emergency). The union shall have no right to access if it does not interfere with work operations or with established safety and security requirements. If access is not granted, the City and Union will consult regarding alternative locations and/or times to communicate with workers.

3.5 Union Stewards

The City and the Union agree that good labor relations are fostered and maintained through prompt, decisive, and fair adjustment of individual grievances at the lowest possible administrative level.

3.5.1 Number Of Stewards

The Union may select a reasonable number of stewards from within the represented units in each geographic work location, subject to the City's approval. The Union shall provide a current list of all designated stewards, on January 1 and July 1 of each calendar year. The Union shall update the list whenever changes occur. The list shall include ~~to the City showing employee name, classification, department, and work location. The City shall provide the Union with a copy of its current instruction recognizing stewards designated by Union.~~

~~If, in the City's opinion, a Union steward is failing to maintain a satisfactory level of performance, the City may call that matter to the attention of the Executive Secretary of the Union by letter outlining the specifics of the complaint. The Union will act promptly to discuss the matter with that steward in order to resolve the complaint and, failing that, another steward will be designated.~~

3.5.2 Scope Of Stewards

~~A~~sSteward(s) may represent ~~a~~a member(s) of the units covered by this Agreement at the appropriate step of the grievance procedure concerning a dispute of the rights of a member under the terms of this Agreement within the scope of representation. Upon notification of a designated manager and subject to management approval, stewards and designated officers of the Union, will be afforded reasonable release time for investigation, hearings, or meetings with management regarding grievances without loss of pay or benefits. Approval of such release time shall not be unreasonably withheld. A ~~s~~sSteward(s) shall have the right, upon the request of the unit member involved, to represent the unit member in a review of the unit member's performance evaluation. This right of representation does not include the initial discussion between the unit member and the supervisor who prepared the evaluation, but it is clearly understood that each unit member has the right thereafter to request a performance evaluation review with Union representation. A ~~s~~sSteward(s) shall also have the right, upon the request of the unit member involved, to represent the unit member at a disciplinary "Skelly" meeting or an investigative interview of the member when that member has an objectively reasonable expectation that discipline of that member

may result. The City shall include in the Skelly notice of intent letter that the unit member may, if the unit member wishes, be represented at the Skelly meeting by a Union or other representative.

3.5.3 Steward Time Off

A ~~s~~Steward(s), chapter chairperson, or general chairperson shall be allowed reasonable time off for the purpose defined in section 3.5.2 above, with the approval of the department head or designee. It is recognized that performance of the steward's, chapter chairperson's, or general chairperson's job duties comes first.

3.5.4 Joint Labor/Management Training

The City and the Union agree to co-sponsor eight (8) hours of joint training for each year of this Agreement for designated stewards and management personnel.

3.5.5 Initial Investigation

An aggrieved employee shall be entitled to reasonable time off without loss of compensation to confer at the work site with a union steward on representational matters in accordance with Article 3.5.2. Release time for these purposes is subject to prior notification and approval by the employee's and the steward's immediate supervisor. Approval of such release time shall not be unreasonably withheld.

3.6 Union Security

3.6.1 Dues Deduction

The City shall deduct, biweekly, the amount of Union regular and periodic dues and service fees, insurance premiums, 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 unit member.

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.

At the time of initial employment, the City shall distribute to new unit members Union-prepared information about agency fee and Union-prepared payroll deduction forms. Each pay period, the City shall provide the Union with a list of newly hired unit members.

3.6.2 Agency Fee

3.6.2.1 Condition Of Employment

Any bargaining unit member who is not a member of the Union, or who does not make application for membership within ten (10) working days from the date of commencement of assigned duties within the bargaining unit, shall as a condition of continued employment in the City become a member of the Union or pay the Union an agency fee. A unit member may authorize payroll deduction for the amount of the agency fee as described in Section 3.6.1 of this Agreement. If a bargaining unit member has not authorized a payroll deduction within ten (10) working days from the date of commencement of assigned duties within the bargaining unit, the City shall immediately begin automatic payroll deduction.

3.6.2.2 Agency Fee Exemption

Employees who certify that they hold good faith religious, ethical, or moral beliefs that oppose membership in, or financial contributions to, labor organizations shall not be required to join or financially support the Union as a condition of employment. In lieu of the agency fee, or Union dues obligation, these unit members shall be required to contribute an amount equal to the agency fee to one of the following 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.

3.6.2.3 City's Obligations

If the Union notifies the City that a unit member has not executed a payroll deduction authorization form, the City shall immediately begin automatic payroll deduction.

3.6.2.4 Union's Obligations

The service fee payment shall be established annually by the Union, provided that this agency shop service fee will be used by the Union only for the purposes of collective bargaining, contract administration, and matters authorized by law.

The Union will comply with all applicable agency fee laws and regulations. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

3.6.2.5 Indemnification

The Union shall indemnify and save 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.

3.7 Distribution Of Information

3.7.1 State Of California Workers' Compensation Information

The City shall distribute literature to each new employee clearly describing the rights and benefits of all unit members under State of California Workers' Compensation laws.

3.7.2 On-the-Job Injury Fact Sheet

The City agrees to continue using the "On-the-Job Injury Fact Sheet" by distributing it at new employee orientations and making a supply available to the Union for distribution as the Union deems appropriate. Further, the City will mail a copy of the On-the-Job Injury Fact Sheet to injured unit members when their injury has been reported in accordance with established City procedures.

3.7.3 Union Information

3.7.3.1 Union Literature

The City agrees to reasonably distribute to each new unit member appropriate literature furnished by the Union as described in Sections 3.6.1, 3.7.1, and 3.7.2.

3.7.3.2 Request For Information

Upon the Union's specific written request and provided that the disclosure does not violate state or federal law, the City shall provide all information that is necessary and relevant for the Union to discharge its representation, and that information shall be provided in a reasonable manner. Relevant and necessary information shall be determined by applying PERB regulations. Relevant and necessary information includes but is not limited to a list of all unit members, their names, home addresses, work addresses, rates of pay, and salary schedule information.

3.7.3.3 New Hire Orientation

The City agrees to make reasonable efforts to provide orientation regarding Oakland City government and employee benefits to newly hired unit members within sixty (60) days of commencement of employment. The Union shall be provided a minimum fifteen (15) minutes for its presentation; provided that Union representatives shall refrain from derogatory remarks regarding the City or its employees and maintain a respectful atmosphere at all times.

3.7.3.4 Administrative Instructions/Bulletins

The City shall provide the Union with copies of any Administrative Instructions, or Administrative Bulletins, or Departmental policies periodically issued by the City, which applies to unit members.

3.7.3.5 Temporary Part Time

During the months of February and August of each fiscal year, the City shall provide the Union with the names, hire dates, departments, and work locations and hours worked of all Temporary Part Time Unit Members (Unit SI.)

ARTICLE 4: CITY RIGHTS

The City's rights are stated in Section 4 of Employee Relations Rules Resolution No. 55881.

ARTICLE 5: COMPENSATION

5.1 Salary Schedules

5.1.1 Wages for represented unit members covered by this Agreement shall be ~~the same as those in effect on June 30, 2008, increased by six percent (6.0%), effective July 6, 2002; three percent (3.0%), effective June 21, 2003; one percent (1.0%), effective July 3, 2004; four percent (4.0%), effective July 2, 2005; four percent (4.0%), effective July 1, 2006; four percent (4.0%), effective June 30, 2007.~~

~~5.2~~ Special Equity Adjustments

~~Effective January 18, 2003, the City shall increase the pay of the following specific classifications by the amounts specified in Appendix C, Special Equity Adjustments, Section 5.2, attached to and incorporated into this Agreement.~~

~~5.35.2~~ Special Redesignations

Effective March 1, 2003, the City agrees to reallocate truck driver positions in the Public Works Agency to Street Maintenance Leader positions, and eliminate the Truck Driver Allocations. For incumbent Truck Drivers redesignated as Street Maintenance Leaders, the City shall apply the seniority credits earned in the Truck Driver classification as seniority credit in the Street Maintenance Leader classification. Redesignated Street Maintenance Leaders will be moved to the salary step that is at least five (5%) percent above their previous salary step as a Truck Driver.

Trucker Drivers who are redesignated to the Street Maintenance Leader position will not be required to compete for the Street Maintenance Leader classification, but will be required to complete the Leadership Certification Program and shall perform all the duties and assume all the responsibilities of the Street Maintenance Leader classification described in the job specification for that class. The City will provide the Leadership Certification Program training prior to March 1, 2003.

After all Truck Drivers have been redesignated, the City may assign more than one Street Maintenance Leader to a work project. In that event, management will designate one Street Maintenance Leader to lead the crew.

5.45.3 Salary Deductions

5.4.15.3.1 Adjustments For Overpayments

In the event the City erroneously overpays a unit member regardless of fault, the City shall recover overpayment as described in Section 5.4.1.1 or 5.4.1.2.

~~5.4.1.15.3.1.1~~ If the City notifies the unit member of the overpayment before the end of the pay period following the overpayment and gives the unit member a correct paycheck, the unit member shall, within five (5) calendar days of receiving the notice of overpayment and the correct paycheck, return to the City the full amount of the overpayment.

~~5.4.1.25.3.1.2~~ If the City notifies the unit member of the overpayment after the end of the pay period following the overpayment, the City shall recover the overpayment by deducting from that unit member's regular pay check either the full amount of the overpayment or ten percent (10%) of the unit member's gross salary, whichever is lesser, and continue said deductions for as many consecutive pay periods as is necessary until full overpayment is recovered. The City shall not begin recovering overpayment by payroll deductions until written notification, including all the details of the overpayment, the amount of overpayment, and the schedule of repayment, has been given to the unit member at least ten (10) working days in advance.

5.4.25.3.2 Court Ordered Salary Deductions

If a court of competent jurisdiction orders the City to garnish the wages of any unit member or if a court of competent jurisdiction orders the City to make payroll deductions from the unit member's wages in favor of the City or a third party, the City shall assess and collect against the unit member's regular salary one dollar (\$1.00) per deduction per pay period to compensate the City for the costs of making such court-mandated payroll adjustments.

5.55.4 Salary Steps

5.5.15.4.1 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 competent employees at the lowest rate of the

salary schedule and the higher rate is commensurate with the appointee's education and experience.

5-5-25.4.2 Minimum Salary Increase When Promoted

Whenever a unit member is promoted to a position of higher salary schedule within the same classification series, the unit member shall receive compensation at the salary schedule for the new position that represents a minimum of one rate increment over the amount the unit member received in the former position; provided, however, that the appointing authority, with discretion and for good cause, may provide for compensation at any step in the applicable salary schedule for the classification involved if the unit member has demonstrated outstanding achievement in the public service.

5-5-35.4.3 Salary Steps

Advancement within the salary schedule specified for a unit member's classification shall be on the basis of one year's satisfactory service, as evidenced by a performance evaluation, in the unit member's classification without having received during that one year a step increase in salary. A salary step increase for a unit member who is entitled to such an increase shall be effective at the beginning of the pay period in which the anniversary date of appointment in such classification falls; provided, however, that a unit member who has demonstrated outstanding achievement in the public service may receive a step increase at an interval other than set forth above.

5-5-45.4.4 Library Steps

Whenever a temporary part-time unit member is placed in a permanent part-time or full-time position, or a permanent part-time unit member is placed in a full-time position, the unit member shall be placed in the same step occupied in the previous comparable classification. Similarly, full-time or permanent part-time unit members who change to permanent part-time or temporary part-time status shall be placed in the same step occupied in the previous comparable classification.

A temporary part-time SI1 unit member's hours toward the next step do not carry over into permanent part-time or full-time status.

5.65.5 Premium Pay

5.6.15.5.1 Overtime

Whenever, in the judgment of a department head or designee, unit members are required to work in excess of their regular workdays or workweeks, they shall be compensated for such overtime worked at the rate of one and one-half times the hourly rate of pay for their classifications.

The City will provide a minimum of 48 hours advance notice of available overtime to be worked whenever possible.

Overtime shall be distributed among qualified unit members as equally as possible, normally on a voluntary, rotational basis among unit members performing this kind of work during regular working hours.

The City shall consider seniority as one of the primary factors in assigning overtime work.

Each department shall permit inspection of its overtime records by the Union steward or chairperson.

5.6.1-15.5.1.1 Minimum Overtime

When a department head or designee requires a unit member to report to work on the unit member's day off or requires a unit member to return to work after the unit member has completed the unit member's regular shift and has left the City work site, the City shall compensate the unit member for at least two and one-half hours at the rate of one and one-half times the hourly rate of pay for the unit member's classification.

When a department head or designee requires a unit member to work overtime contiguous to the unit member's regular shift, the City shall compensate the unit member at the overtime rate of pay for the time actually worked, with no minimum number of hours guaranteed.

5.6.1-25.5.1.2 Minimum Overtime Court Appearances

When the City requires a unit member to make a job-related appearance on the unit member's scheduled day off, the City shall compensate the unit member for a minimum of four (4) hours at the overtime rate of pay.

When the City requires a unit member to work overtime making a job-related court appearance contiguous (immediately before or after) to the unit member's regular shift, the City shall compensate the unit member at the overtime rate of pay for the time actually worked, with no minimum number of hours guaranteed.

5.6.1.35.5.1.3 Compensatory Leave

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; four hundred and eighty (480) hours for incumbents in the classification of Correctional Officer; one hundred (100) hours for incumbents in the classification of Fire Communications Dispatcher; and ~~twenty-four (24)~~ forty-eight (48) 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.

5.6.25.5.2 Shift Differential

A unit member shall be eligible for shift differential pay, in addition to the hourly rate of pay for the unit member's classification, as follows:

5.6.2.15.5.2.1 Swing Shift

When five or more hours of a unit member's work shift, exclusive of the lunch period, are between the hours of 5:00 p.m. and 12:00 a.m., that unit member shall be paid eighty-nine (\$.89) cents per hour for each hour worked in the shift.

5.6.2.25.5.2.2 Graveyard Shift

When five or more hours of a unit member's work shift, exclusive of the lunch period, are between the hours of 12:00 a.m. and 7:00 a.m., the unit member shall be paid one dollar and five cents (\$1.05) cents per hour for each hour worked in such work shift.

5.6.2.35.5.2.3 Rotating Shift

When a unit member is assigned to a regular rotating shift schedule, that unit member shall be paid eighty-nine (\$.89)

cents per hour for each hour worked in the schedule. For the purposes of this Section, "Rotating Shift Schedule" is defined 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 schedules being a swing or graveyard shift, as part of an overall schedule covering related unit members.

5.6.35.5.3 Acting Pay

Any unit member who has been assigned, in writing by the department head or the department head's designated representative, and who, pursuant to such assignment does assume and perform all of the ordinary day-to-day duties and responsibilities of a position of a higher classification for one (1) or more working days, shall be paid an additional six percent (6.0%) of the regular pay of the unit member's own classification for such time worked in a higher classification.

It is expressly understood that a unit member 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 unit member 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 the acting assignment is terminated.

No unit member shall be in an acting assignment for more than six (6) months in a nine (9) month period, unless no other qualified unit member is available or willing to take the assignment. For the purposes of this provision, the six (6) months need not be consecutive.

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

5.6.45.5.4 Standby Pay

When a department head or designee assigns a unit member to standby, the unit member 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 unit members for standby pay, the department head or designee shall determine which unit members are qualified for the

standby assignment. Every six (6) months, qualified unit members performing the work during regular work hours shall be provided the opportunity to be placed on the standby rotation list for the next six (6) months. Standby will be offered to unit members on the standby rotation list in the order of seniority. The most senior unit member will be placed at the top of the standby rotation list. If a unit member on the standby rotation list refuses a standby rotation, the rotation will be offered to the next senior unit member on the standby rotations list. If all unit members on the standby rotation list refuse the standby rotation, the least senior and qualified unit member must accept the standby.

During all hours when assigned to standby duty, a unit member shall (a) keep the supervisor informed of a telephone number, pager or mobile number at which the unit member can be reached, and (b) be available to report within a reasonable time in the event of a call-out. A unit member assigned standby duty who fails to comply with these two conditions shall not be paid standby pay during any such period of time.

5.6.55.5.5 Premium Pay During Paid Leave

Shift differential and other 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 unit member who is then regularly assigned to a position in which the unit member is eligible for such differential or premium pay.

5.6.65.5.6 No Pyramiding

There shall be no "pyramiding" of premium and/or overtime pay, unless otherwise provided in this Article, except that this provision shall not apply to unit members receiving overtime in accordance with the provisions of the Fair Labor Standards Act.

5.6.75.5.7 Special Premium Pay

The City agrees to pay the following premium pay:

5.6.7.15.5.7.1 _____ Heavy Equipment Operator, Street Maintenance Leader, or Truck Driver when assigned to the Sewer Maintenance Section of the Maintenance Services Department, shall be paid an additional seventy-six (\$.76) cents per hour for each day assigned to work in an active sewer.

~~5.6.7.2~~ 5.7.2 A Public Works Maintenance Worker in the Maintenance Services Department, when assigned to and operating the three-quarter (3/4) ton to one (1) ton vacuum street cleaner, shall be paid an additional fifty-nine (\$.59) cents per hour.

~~5.6.7.3~~ 5.7.3 Library Assistant, when assigned and in charge of a branch library, shall be paid an additional eighty-two (\$.82) cents for each hour worked.

~~5.6.7.4~~ 5.7.4 A unit member shall be paid an additional fifty-nine (\$.59) cents per hour for each day that assigned to lead Court Assignees.

~~5.6.7.5~~ 5.7.5 A unit member, when assigned to and operating a ten-wheel dump truck, shall be paid an additional seventy-six (\$.76) cents per hour.

~~5.6.7.6~~ 5.7.6 Unit members shall be paid an additional seventy-four (\$.74) cents per hour when applying herbicides or pesticides that are classified as restricted materials by the State of California, Department of Food and Agriculture.

~~5.6.7.7(a)~~ Bilingual Pay

~~This section effective until June 30, 2003:~~

~~On recommendation of the appointing authority and the Director of Personnel, the City may approve payments of an additional thirty five (\$.35) cents per hour to a bilingual unit member whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:~~

~~5.6.7.7.1 Public contact requires continual eliciting and explaining information in a language other than English; or~~

~~5.6.7.7.2 Where translation of written material in another language is a continuous assignment; or~~

~~5.6.7.7.3 The position is in a work location where there is a demonstrated need for language translation in providing services to the public.~~

~~Effective January 22, 2000, A bilingual unit member in the Health and Human Services Department whose caseload is comprised of at least fifty percent (50%) non-English speaking clients, as determined by the Department Director, or, an employee in the Library Services Department or Recreation Department who utilizes their bilingual skills at a higher level, as determined by the Department Director, may receive bilingual payments of an additional fifty-five (\$.55) cents per hour.~~

~~The City shall review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities.~~

~~Premium pay may be removed when the criteria cease to be met as determined by the appointing authority.~~

~~Effective July 1, 2003, the following section will replace the existing section 5.6.7.7, Bilingual Pay:~~

5.56.7.7 ~~(b)~~ Bilingual Pay

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, each department, subject to City approval, shall designate the non-English languages that may be used. To be eligible for bilingual premium pay, a unit member must be certified under either subsection 5.6.7.7.1 or 5.6.7.7.2 and must provide bilingual service when requested by the City.

~~5.6.7.7.15~~ 5.7.7.1 Level 1 Certification

To be eligible for Level 1 Certification, a unit member must have the ability to effectively communicate with the public in a Department designated and City approved non-English language. Unit members certified with Level 1 skills shall be paid \$35 per pay period. Effective January 1, 2005, unit members certified with Level I skills shall be paid \$45 per pay period. 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 5.6.7.7.2 shall not be pyramided.

5.6.7.7.25.5.7.7.2 Level 2 Certification

To be eligible for Level 2 Certification, a unit member must have the ability to translate conversations and written materials in a Department designated and City approved non-English language. Unit members certified with Level 2 oral and/or written translation skills shall be paid \$70 per pay period. Effective January 1, 2005, unit members certified with Level II skill shall be paid \$90 per pay period. A unit member shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in sections 5.6.7.7.1 and this section shall not be pyramided.

5.6.7.7.35.5.7.7.3 Certification Standards

The City shall establish examinations and testing procedures for certifying unit members at Level 1 or Level 2.

5.6.7.7.45.5.7.7.4 Arbitrability

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

5.6.7.85.5.7.8 Notary Public Pay

Upon written designation by the appointing authority, the City shall approve payments of an additional thirty-five (\$.35) cents per hour to qualified unit members for the performance of notary public duties for City business purposes. These unit members 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 unit members will no longer be required to perform notary public duties. Unit members paid to perform notary public duties for the City shall not perform private notary public duties during City work hours.

5.6.7.95.5.7.9 Driving Truck In Parks/Recreation

A Parks and Recreation unit member, with the exception of incumbents in the classification of Tree Worker/Driver, when assigned to and operating a truck which requires a Class B drivers license, shall be paid an additional seventy-six (\$.76) cents per hour.

5.6.7.105.5.7.10 In Charge Of Branch Library

A Librarian II, when assigned and in charge of a branch library, shall be paid an additional ninety-four (\$.94) cents an hour. In order to qualify for this premium, the unit member must have the assignment for a consecutive two week period. Once this criteria has been met, the unit member qualifies for this premium pay any time such an assignment is made.

5.6.7.115.5.7.11 Certified Training Officer

Effective January 18, 2003, each Police Communications Dispatcher ("PCD") who has completed a valid police department communications dispatcher training and is a Certified Trainer Officer ("CTO") shall be paid five (5.0%) percent in addition to the unit member's regular base rate of pay. This CTO premium pay shall be paid to an eligible unit member regardless of whether or not the unit member is assigned to train. At the Police Chief's discretion, a unit member may be decertified. This premium pay shall be included in the compensation reported to CalPERS for retirement purposes.

5.6.7.125.5.7.12 School Crossing Guards

A permanent part-time School Crossing Guard shall be paid a minimum of one (1) hour show up pay for each a.m. or p.m. shift he/she reports for summer school assignments.

5.6.7.135.5.7.13 Self-Propelled Spreader Box

No unit member in the Public Works Maintenance Worker classification shall be eligible to operate the self-propelled Spreader Box until the eligible unit member has completed appropriate City-provided training. The City shall provide this training no later than March 1, 2003. The City shall pay \$1.00 per hour to eligible Public Works Maintenance Workers assigned to operate the self-propelled Spreader Box.

5.75.6 Allowances

5.7.15.6.1 Meal Allowance

~~5.7.1.15.6.1.1~~ Each unit member who, when directed to do so, works continuously two (2) hours or more immediately before or after a regular scheduled shift working day shall be paid a meal allowance of ten dollars and seventy-five cents (\$10.75). If the unit member continues to work beyond the first two (2) hours, and the work is not a part of the regular shift, the unit member shall be paid an additional meal allowance of ten dollars and seventy-five cents (\$10.75) for each successive four (4) hour period so worked.

•5.6.1.2 Each unit member who is directed to return to work overtime within fewer than twenty-four (24) hours after completion of the unit member's regular shift and who has left the employment site, and who so works four (4) hours or more shall be paid a meal allowance of ten dollars and seventy-five cents (\$10.75). Unit members shall be paid an additional meal allowance of ten dollars and seventy-five cents (\$10.75) for each successive four (4) hour period continuously worked.

•5.6.1.3 Each unit member who is scheduled to work on a scheduled day off with fewer than twenty-four (24) hours advance notice and who so works four (4) hours shall be paid one meal allowance of ten dollars and seventy-five cents (\$10.75). In the event the unit member continues to work on a scheduled day off for a total of more hours than the normal shift working day, the unit member shall be paid such additional meal allowance(s) as may be appropriate under the formula described in the provisions of 5.6.1.1 above.

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

5.7.25.6.2 Uniform Allowances

The City agrees to provide the following initial and annual uniform allowances to unit members in the classifications listed below. Bargaining unit members who are provided a uniform allowance shall as a condition of employment wear the uniform during work hours.

The annual uniform allowances shall be adjusted as follows:

<u>Classification</u>	<u>Initial Allowance</u>	<u>Annual Replacement</u>
Animal Control Officer	\$507.00	\$238.00
Fire Communications Dispatcher	\$287.00	\$173.00
Fire Suppression District Inspector	\$707.00	\$427.00
Correctional Officer	\$360.00	\$197.00
Parking Control Technician (FSA)	\$497.00	\$279.00
Parking Meter Collector	\$486.00	\$251.00
Police Communications Dispatcher	\$287.00	\$173.00
Police Communications Operator	None	\$173.00
Police Evidence Technician	\$707.00	\$427.00
Police Services Technician I	\$436.00	\$208.00
Police Services Technician II	\$436.00	\$208.00
Museum Security Guard	\$557.00	\$251.00

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

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

5-7-2-15.6.2.1 City Provided Uniforms

The City agrees to provide rented uniforms to unit members in the classifications listed below. As a condition of employment, unit members who are provided a uniform shall wear the uniform during work hours.

- Automotive Equipment Mechanics
- Automotive Equipment Painter
- Automotive Equipment Service Workers
- Blacksmith/Welder
- C&M Mechanic
- Irrigation Repair Specialist
- Jail Cook
- Jail Cook Assistant
- Painters
- Park Equipment Operator
- Parking Control Technician (PWA)
- Parking Meter Repair

- Concrete Finishers
- Construction Inspector
- Custodian (FT)/(PPT)
- Electrician Helper
- Electricians
- Electro-Mechanical Machinist
- Equipment Body Repair Workers
- Equipment Parts Technician
- Gardener Crewleader
- Gardener I/II
- Greenskeeper
- Heavy Equipment Mechanics
- Heavy Equipment Operators
- Heavy Equipment Service Worker
- Parkland Maintenance Worker
- Public Works Maintenance Workers
- Public Works Utility Worker
- Senior Construction Inspector
- Sign Maintenance Worker
- Stationary Engineer
- Street Maintenance Leader
- Street Sweeping Operators
- Traffic Sign Maker
- Truck Drivers

The unit members must return his/her uniform(s) to the department's designated associate(s) on a weekly or bi-weekly basis, as determined by the department for laundering. All rented uniforms will be accounted for in this process and evaluated for appropriate repairs and replacements.

5.7.2.25.6.2.2 CEDA

The Community and Economic Development Agency (CEDA) will purchase uniforms for the unit members in the classifications listed below for identification and safety in the field. The uniforms shall remain the property of the City of Oakland. If a unit member terminates his/her City employment, moves into a classification not listed below, transfers to a different agency and/or is no longer covered by this Agreement, he/she must return the uniform to CEDA. Management in CEDA and the Union shall determine the type of uniform(s) these unit members will wear in the field.

- Senior Inspector
- Senior Combination Inspector
- Construction Inspector
- Specialty Combination Inspector
- Assistant Code Compliance
- Senior Construction Inspector

5.7.2.35.6.2.3 OPD

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

5.7.2.45.6.2.4 New Unit Members

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

5.7.2.55.6.2.5 Litter Enforcement Officer/Jail Utility Worker

The City will continue to provide uniforms for the Litter Enforcement Officer and the Jail Utility Worker until further notice.

5.7.2.65.6.2.6 Additional Classifications

This Agreement shall not preclude the City from adding additional classifications, subject to the meet and confer process with SEIU Local ~~1021790~~ and the City's Employee Relations Officer.

5.7.35.6.3 Automobile Allowance

The City agrees to provide transportation to unit members when required for official City business. Full-time employees who prefer to use their private vehicles for City business may do so, upon approval by the City and subject to City regulations for safety, driver's licenses, and automobile liability insurance. Unit members shall not be required to name the City as an additional insured nor submit the unit member's vehicle to an inspection.

The City shall reimburse a unit member for approved use of a private vehicle according to the following rates:

5.7.3.15.6.3.1 Category III

If the City determines that the nature of the work assigned to a unit member, requires the use of an automobile on a regular basis for more than one-half of the unit member's work schedule, the unit member may utilize a private vehicle and the City shall reimburse the unit member at the following rate per month:

Contract Year	Amount Per Month
2002-2003	\$125.00
2003-2004	\$131.00
2004-2005	\$137.55

In addition to the per month allowance, the City shall reimburse the unit member at the rate of \$.345 per mile. During January of each fiscal year, the per mile rate will be adjusted to the maximum per mile rate established by the U.S. Internal Revenue Service.

5.7.3.25.6.3.2 Category IV

If the City determines that the nature of the work assigned to a unit member requires the use of an automobile on an intermittent basis or on a regular basis of less than one-half of the unit member's work schedule, the unit member may utilize a private vehicle and be reimbursed at the rate of \$.345 per mile. During January of each fiscal year, the per mile rate will be adjusted to the maximum per mile rate established by the U.S. Internal Revenue Service.

5.7.45.6.4 Tool Allowance

The City agrees to provide an annual tool allowance of three hundred and fifty dollars (\$350) 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 one hundred and seventy-five dollars (\$175) 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.

5.7.5.6.5 Safety Shoe Voucher

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:

- Auto Equipment Mechanic
- Auto Equipment Service Worker
- Auto Equipment Painter
- Blacksmith Welder
- Carpenter
- Concrete Finisher
- Construction and Maintenance Mechanic
- Construction Inspector
- Custodian (on the route)
- Electro Mechanical Machinist
- Equipment Body Repair Worker
- Equipment Parts Specialist
- Gardener Crew Leader
- Gardener I
- Gardener II
- Greenskeeper
- Heavy Equipment Mechanic
- Heavy Equipment Operator
- Heavy Equipment Service Worker
- Irrigation Specialist
- Jail Utility Worker
- Maintenance Mechanic
- Painter
- Park Equipment Operator
- Parking Meter Repair Worker
- Plumber
- Police Evidence Technician
- Public Works Maintenance Worker
- Senior Construction Inspector
- Sewer Maintenance Leader
- Sewer Maintenance Worker
- Sign Maintenance Worker
- Stationary Engineer (and PPT)
- Storekeeper
- Street Maintenance Leader
- Traffic Painter
- Tree Worker/Driver

5.7.5.15.6.5.1 City Contribution

For each unit member required by the City to wear safety shoes, the City shall provide a voucher from the City designated department for up to \$100 annually toward the cost of acquiring one pair of safety shoes and related supplies through the City vendor. Effective January 1, 2005, the City shall provide a City voucher from the City designated department for

up to \$115 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.

5.7.5.25.6.5.2 Heavy Pavement/Undulation Crew

For each unit member assigned for at least six (6) consecutive months to either the Heavy Pavement Crew or the Undulation Crew in the Maintenance Services Department, the City shall provide a voucher from the City designated department for up to \$200 toward the cost of acquiring two (2) pairs of safety shoes and related supplies through the City vendor. Effective January 1, 2005, the City shall provide a voucher from the City *designated department for up to \$230 annually toward the cost* of acquiring two (2) pairs of safety shoes and related shoe supplies. The City shall provide the vouchers during January and August of each fiscal year.

5.7.5.35.6.5.3 Newly Employed Unit Members

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

5.7.5.45.6.5.4 Tree Trimmer/Tree High Climber

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

5.7.5.55.6.5.5 Tree Inspector Duties

At the City's option, Tree Trimmers or Tree High Climbers may be assigned inspector duties. Such unit members shall be eligible for safety shoes as described in Section 5.7.5.1.

5.7.5.65.6.5.6 Additional Classifications

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

5.7.65.6.6 Driver's License Hazardous Materials Certification Reimbursement

Unit members in the classification of Heavy Equipment Mechanic who are required by the City to have a Hazardous Materials Certification for their driver's license shall be reimbursed for the annual cost of this certification upon appropriate proof of renewal.

5.7.75.6.7 Video Display Terminal (VDT) Glasses

If VDT glasses are prescribed for a unit member, the City agrees to provide a maximum of one (1) pair of VDT glasses to the unit member annually through a designated City vendor. The qualifications for receipt of this benefit are as follow:

5.7.7.15.6.7.1 Eligible unit members must use video display terminals at least an average of eighteen and three-quarters (18.75) hours per week as certified by their department.

5.7.7.25.6.7.2 Eligible unit members must present a prescription, issued within a thirty (30) day period, specifically for VDT glasses. Regular prescription glasses available through the City's Vision Plan are not covered under this provision.

5.85.7 Required Licenses And Certifications

~~Public Works Maintenance Services~~ All unit members who are required by the City to drive Class A and/or Class B vehicles must qualify for and maintain both a California Class A and/or Class B Drivers License, and a City of Oakland Class B Certification.

5.8.15.7.1 City Training And Testing

At least biannually, the City shall offer unit members the opportunity to prepare for the DMV Class A and/or Class B Drivers License exam and ~~the City Certification exam~~ by participating in the City's Class A and/or Class B Drivers License Training Program ("Program"). ~~The City shall offer the first training no later than April 1, 2003.~~

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

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

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

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

Unit members possessing a valid California Class B drivers license may request and be scheduled by the City for the City Certification exam without completing the Program.

5.8.25.7.2 Eligibility

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

- (1) Be selected as one of the twenty-five (25) eligible unit members as described in Section 5.8.3 below;
- (2) During the previous twelve (12) months, have no disciplinary actions or letters of reprimand;
- (3) Possess a valid California Class C drivers license;
- (4) Have no moving violations during the twelve (12) months preceding the start of the Program; and
- (5) Agree to participate in the Program on their own time, without compensation, before or after work hours.

5.8.35.7.3 Selection For The Program

Each time the City offers the Program, the City shall train a maximum of twenty-five (25) eligible unit members. The City shall notify Public Works Agency ("PWA") unit members at least two weeks prior to each Program. If fewer than twenty-five (25) PWA unit members apply for the Program, the City may offer unit members in other City departments and agencies, including the Port of Oakland. If more than twenty-five (25) PWA unit members apply for the Program, the City shall select unit members on the basis of job classification seniority. If a unit member applies for and is selected for the Program, but does not begin the Program, the City shall select another eligible unit member for the Program. If a unit member begins the training and, for whatever reason,

drops out prior to completion, the City will have no obligation to select another unit member for the Program.

ARTICLE 6: RETIREMENT

6.1 Retirement Contributions

11.2.12% At 55

~~The City's contract with PERS provides the 2% at 55 plan for all unit members except the Correctional Officer. The City shall make the employer contribution to PERS for each unit member. In addition the City shall pay 4.0% of the "employee" contribution for each unit member. With state and federal income tax on the "employees" contribution deferred to the extent permitted by law, each unit member shall pay through payroll deductions 3.0% of the "employee" contribution. Except as specifically stated in this Section, the City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from PERS.~~

11.2.26.1.1 2.7% At 55

~~Effective July 1, 2004, the City's contract with PERS shall be amended to provide the 2.7% at 55 plan for all unit members except the Correctional Officers. The City agrees to continue to contract with the Public Employees' Retirement System (PERS) to provide the 2.7% at 55 retirement plan for each active unit member. The City shall make the employer contribution to PERS for each unit member. In addition the City shall pay 5.0% of the "employee" contribution for each unit member. With state and federal income tax on the "employee" contribution deferred to the extent permitted by law, each unit member shall pay through payroll deductions 3.0% of the "employee" contribution. Except as specifically stated in this Section, the City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from PERS.~~

6.1.1.1 PERS Contribution

All employees in the bargaining unit shall pay an additional 5% contribution toward the employee cost of PERS. The total employee contribution shall be 8% of eligible compensation, effective on 07/01/09.

11.2.3 Correctional Officer Retirement

~~During the period from July 1, 2002, through June 30, 2003, the City agrees to provide the PERS 2% at 50 public safety retirement plan for unit members in the classification of Correctional Officer. Effective July 1, 2003, the City agrees to~~

~~amend its contract with PERS to provide the 3% at 50 public safety retirement plan for unit members in the classification of Correctional Officer.~~

~~Effective July 1, 2002, the City shall make the employer contribution to PERS for each unit member. In addition the City shall pay a portion of the "employee" contribution for each unit member. With state and federal income tax on the "employee" contribution deferred to the extent permitted by law, each unit member shall pay through payroll deductions 3.0% of the "employee" contribution. Except as specifically stated in this Section, the City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from PERS.~~

11.2.46.1.2 Special Compensation

The City paid portion of the member contribution described in Sections 6.1.1, 6.1.2, and 6.1.3 shall be reported to PERS as "special compensation" as provided under Government Code Section 20023(c)(4) pursuant to Section 20615.

11.2.56.1.3 Premium Pays Reported To CalPERS

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

11.2.66.1.4 Tax Liability

Each unit member is solely and personally responsible for any federal, state, or local tax liability that may arise out of receipt of the City's pick up or any penalty that may arise out of receipt of the City's pick up or any penalty that may be imposed for the City's pick up.

6.2 Optional Benefits

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

11.2.76.2.1 Military Service Credited As Public Service

Up to four (4) years of military service can be granted for time during which a unit member served continuously with the active armed forces or the Merchant Marines including any period of rehabilitation, plus six (6)

months thereafter. The unit member is required to contribute employee and employer contributions except that service rendered prior to September 1, 1970, may be granted at no cost to the unit member.

11.2.86.2.2 One Year Final Compensation

A unit member's retirement allowance is based on the twelve (12) highest paid consecutive months under the plan.

11.2.96.2.3 Automatic One-Half Continuance

The unit member's beneficiary receives one-half the amount of the retired unit member's allowance after the death of the retired unit member with no reduction in retirement allowance during the life of the retired unit member.

11.2.106.2.4 Post-Retirement Survivor Allowance To Continue After Remarriage

If a surviving spouse remarries on or after January 1, 1985, the one-half survivor continuance allowance will not cease.

11.2.116.2.5 1959 Survivor Benefits To Surviving Spouse At Age 60

The eligibility age of a surviving spouse is reduced to 60 years of age for the 1959 survivor allowance, otherwise payable to a surviving spouse at 62 years of age. Government Code Section 21580.

ARTICLE 7: INSURANCE PROGRAMS

7.1 Medical Insurance

7.1.1 Medical Insurance Under PEMHCA

The City agrees to maintain its contract with the Public Employees' Retirement System (PERS) providing medical insurance coverage through the Public Employees' Medical and Hospital Care Act (PEMHCA) plans. Eligibility of active unit members and retired unit members to participate in this program shall be in accordance with state law and regulations promulgated by PERS.

7.1.2 City Contribution To PERS

The City shall pay directly to PERS twenty dollars (\$20) per month as a contribution toward the PEMHCA plan medical insurance premium for each active unit member and retiree who elects to enroll in a PEMHCA medical plan. As required by Government Code Section 22825, the City's contribution shall increase as follows:

- \$32.20 per month for calendar year 2004;
- \$48.40 per month for calendar year 2005;
- \$64.60 per month for calendar year 2006;
- \$80.80 per month for calendar year 2007; and
- \$97.00 per month for calendar year 2008.

These increased City contribution rates shall remain in effect only as long as required by law.

7.1.3 Change In PERS Regulations

In the event PERS requires additional employer payment in excess of the amounts stated in Section 7.1.2, the City shall not be bound by any obligation under Section 7.1.2, but rather the parties shall meet and confer regarding restructuring the provisions of Section 7.1.2 provided that, for a reasonable time period to allow for meeting and conferring, the City shall continue the benefits under 7.1.2.

7.1.4 Full Medical Insurance Comparable To Rate Charged Under PEMHCA Kaiser North Plan

For active unit members enrolled in a PEMHCA medical insurance plan, the City shall pay to PERS an amount of money on the unit member's behalf which, when combined with the amount stated in 7.1.2, shall be the equivalent to one hundred percent (100%) of the premium cost of the California Kaiser Permanente family plan. If a unit member chooses to participate in a PEMHCA plan that is more expensive than the California Kaiser Permanente family plan, the unit member shall pay the additional cost.

7.2 Medical And Dependent Care Reimbursement Plan

The City shall maintain a salary reduction plan as provided by Section 125 of the Internal Revenue Service Code permitting permanent unit members to designate a portion of their annual salary to be withheld and subsequently used to provide pre-tax reimbursements for verified medical (MCAP) and dependent care (DCAP) expenses, subject to the rules of the IRS and governing regulations.

If a unit member receives medical insurance coverage through his/her spouse or partner, signs the City form electing not to receive City paid medical coverage, and provides the City with satisfactory proof of insurance coverage, the unit member shall receive one of either:

- \$125 per month in cash; or
- \$125 per month City contribution into the unit member's DCAP or MCAP account.

Effective January 1, 2004, the monthly in lieu amount shall be increased to \$135. Effective January 1, 2005, the monthly in lieu amount shall be increased to \$145. Effective January 1, 2006, the monthly in lieu amount shall be increased to \$150. Effective January 1, 2007, the monthly in lieu amount shall be increased to \$160.

7.2.1 Maximum Reimbursement Amounts

The maximum annual amount that may be deducted from a unit member's annual salary for reimbursement of nonmedical dependent care expenses is \$5,000. The maximum amount that may be deducted from the unit member's annual salary for reimbursement of personal and dependent medical expenses is \$5,000. All medical and dependent care expenses for which reimbursement is requested must comply with the requirements of the IRS code.

7.2.2 Administrative Fees

If the City in its sole discretion, determines that administration of the program will require the services of an outside entity or contractor that charges a fee for administering DCAP and MCAP deductions and reimbursements, participating unit members shall be responsible for paying that fee.

7.3 Dental Insurance

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

7.4 Vision Care

The City agrees to maintain current employee and dependent coverage in the established City vision care plan (Plan C, \$10 deductible). For the purpose of this provision, "dependent" shall include domestic partners of unit members who have filed a Declaration of Domestic Partnership in accordance with established City policy.

7.5 Blood Bank

The City agrees to enroll unit members in the City of Oakland Blood Bank Program as described below.

7.5.1 Sponsor

City of Oakland in cooperation with the Blood Bank of the Alameda-Contra Costa Medical Association, since 1980.

7.5.2 Eligibility

All City of Oakland employees and family dependents.

7.5.3 Program Operation

The City normally conducts two blood donation drives per year, one in January and one in July. Donations are credited to the City of Oakland Club and are good for one year. Withdrawals are made from the account by submitting requests to the City Manager's Office. City credits remaining at the end of one year are switched into the general Blood Bank Fund. However, by participation in the program, all blood needs of

the City are covered, even if there are insufficient credits in the City Club account, without monetary charge or replacement requirement to the unit members during the term of this Agreement. The City and the Union agree to actively encourage unit members and dependents to participate in the blood donation drives.

7.6 Life Insurance

The City agrees to provide a term life insurance policy for each full-time unit members in the amount of fifteen thousand dollars (\$15,000), or one times the unit member's annual salary, whichever is greater, including an accidental death and dismemberment benefit of equivalent amount. The City also agrees to provide represented employees the option of purchasing supplemental term life insurance. This supplemental term insurance is contingent upon the City meeting the plan requirements stipulated by the insurance carrier.

7.7 Substance Abuse Counseling

The City agrees to provide a substance abuse counseling program for unit members. A unit member shall receive no more than forty thousand dollars (\$40,000) in lifetime program benefits.

7.8 Insurance Program Modifications

The City shall not change or amend any of the above insurance programs without first giving the Union the opportunity to meet and confer.

7.9 Continuation Of Coverage While On Paid Leave

The City agrees to continue City contribution to premium payments for unit members while on authorized paid leave of absence.

7.10 Deferred Compensation Plan

A unit member may participate in the established City deferred compensation plan. The Union shall have one member on the City's Deferred Compensation Committee.

7.11 State Disability Insurance

The City agrees to cover unit members under the State of California Disability Insurance Program (SDI). Premiums for this coverage will be paid by the City. SDI will be integrated with sick leave consistent with state law.

7.12 Retiree Benefit

Any unit member who retires from the City on or after January 1, 1987, who has ten (10) years or more of service with the City in either a permanent full-time or permanent part-time position, and who enrolls in a PERS PEMHCA plan shall receive for such time as he/she maintains his/her enrollment in a PEMHCA health plan the following benefit: effective January 1, 2003, the lesser of a monthly payment of four hundred twenty-five and forty-two cents (\$425.42) or one hundred percent (100%) of the unit member's PEMHCA plan premium for the unit member and one dependant computed by combining the provisions of 7.1.2 above with this benefit. These payments shall be made on a quarterly basis. The City shall provide the option of direct deposit if it becomes available for this benefit. The obligations set forth in this subsection shall be subject to the following conditions:

- 7.12.1 Each person receiving the benefit shall be responsible for payment of federal state and local taxes, if required. The City shall not withhold taxes when awarding this benefit unless otherwise required to do so by a governmental taxing agency and shall not be obligated by this Agreement to issue a 1099 to persons receiving the benefit.
- 7.12.2 Each person receiving the benefit shall be obligated to notify the City within thirty (30) days of the retiree's and/or eligible family member's eligibility for Medicare.
- 7.12.3 An eligible family member for PEMHCA coverage who survives the death of a retiree shall continue to receive this benefit as long as it is allowed by PERS, as long as the survivor remains enrolled in a PERS plan, and as long as the survivor has been designated to receive the survivor's benefit under PERS and is receiving the survivor's benefit under PERS.

ARTICLE 8: LEAVES OF ABSENCE

8.1 Sick Leave

8.1.1 Status Report Of Accrued Leave

The City agrees to regularly provide an unofficial record of the current hours of accrued leave on each unit member's paycheck stub. Verification of a unit member's official accrued leave record will be provided upon receipt of a reasonable request for such verification by the City.

8.1.2 Annual Earned Sick Leave

Unit members shall accrue sick leave on a biweekly basis at the rate of one (1) full working day per month of service to the City, except that sick leave shall not be credited until the completion of the first three (3) months of service.

8.1.3 Accumulated Earned Sick Leave

Sick leave with pay that is not used shall be cumulative. Sick leave credits may be accumulated not to exceed one hundred and fifty (150) working days. Sick leave credits accrued under this provision shall be expressed in hours.

8.1.4 Use Of Sick Leave

8.1.4.1 Minimum Usage

Sick leave may be used in minimum increments of one hour.

8.1.4.2 Family Illness

Each unit member who is otherwise eligible to take sick leave may, in the event of illness in the immediate family, take a maximum of twelve (12) working days family sick leave in any calendar year. Such family sick leave shall be charged against the unit member's accumulated sick leave credits and is subject to acceptable medical verification.

For the purposes of this provision, immediate family shall be defined as mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren in the custody of grandparents who are unit members, and domestic partners of unit members who have filed a Declaration of Domestic Partnership, in accordance with established City policy.

In special circumstances involving the illness of a person who has raised the unit members in lieu of a natural parent or has been raised by a unit member in lieu of the natural parent, the department head or designated representative may consider granting family illness leave under this provision to the affected unit member. In such cases, the unit member must receive a written approval from the department head or designated representative prior to departure on such leave.

A unit member may be permitted to take family sick leave in excess of twelve (12) days in any calendar year in the case of the critical or serious illness of the immediate family member, as defined above.

This section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and City policies implementing these Acts, regardless of whether the unit member receives sick leave compensation during that leave. (See Labor Code Section 233.)

8.1.5 Sick Leave Buy-Back – Leaving City

City agrees to compensate, in cash, employees leaving City service after ten (10) cumulative years of employment, uninterrupted by any single period of absence in excess of one (1) year, for thirty-three and one-third percent (33-1/3%) of accrued sick leave.

8.1.6 Annual Sick Leave Sell-Back/Conversion

Unit members may sell back 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.

8.1.7 Performance Appraisal

Where it is clearly established that a unit member took sick leave for a valid reason and the illness or injury is of a protracted nature (e.g., industrial injury, sickness or injury with confinement of more than three (3) consecutive days' duration, etc.), said absence shall not be taken into account in the unit member's performance evaluation.

8.2 Family Death Leave

8.2.1 Definition Of Immediate Family

For the purposes of this provision, immediate family shall be defined as mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, domestic partners of unit member who have filed a Declaration of Domestic Partnership in accordance with established City policy, and parents and children of the domestic partner.

8.2.2 Special Circumstances

In special circumstances involving the death of a person who has raised the represented employee in lieu of a natural parent or who has been raised by the unit member in lieu of a natural parent, the department head or designated representative may consider granting leave under this provision to the affected unit member.

8.2.3 Entitlement

Upon approval of the department head or designated representative, a unit member may be granted family death leave with pay not to exceed five (5) working days. Such leave shall not be charged against vacation or sick leave to which a unit member may be entitled, but shall be in addition to that leave.

In order to be eligible for family death leave, a unit member must have worked full-time for the City for a period of six (6) consecutive months. A unit member may be asked to furnish satisfactory verification for use of family death leave.

In cases involving exceptional hardship, the City will consider granting up to one (1) additional day of family death leave with pay. In such cases,

the unit member must receive written approval from the department head or designated representative prior to departure on such leave.

8.3 On-The-Job Injury Leave And Compensation

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

8.3.1 City Paid Leave Entitlement

8.3.1.1 Probationary

Effective January 28, 2003, an entry probationary unit member as defined in Section 13.4.1 shall not be entitled to City paid leave entitlement under Section 8.3.1.

8.3.1.2 Permanent

For any on-the-job injury/illness with a date of injury/illness on or after January 28, 2003, permanent unit members shall be entitled to a maximum of sixty (60) working days of City paid on-the-job injury/illness leave per injury or illness. Reoccurrences of an injury/illness shall not be considered a new injury/illness and shall not entitle the unit member to a new sixty (60) day free period. The sixty (60) working days for the same 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 unit member's accrued sick leave or any other accrued paid leave.

8.3.1.3 Long Term Permanent

Permanent unit members 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 paid on-the-job injury/illness leave per injury or illness with the same standards as stated in Section 8.3.1.2.

8.3.1.4 Workers' Compensation Claims

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 unit member's claim shall result

in disqualification of the unit member'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 unit member's other accrued paid leave balances, or the unit member may reimburse the City in cash.

8.3.1.5 Workers' Compensation Benefits

Payment under this provision shall not be cumulative with any benefit that the unit member may receive under the California Labor Code as the result of the same injury/illness. If, after the sixty (60) working day period of City paid leave, the unit member is still unable to work, the unit member may supplement any benefits paid under the Labor Code with accumulated sick leave and vacation to the extent necessary to make up the difference between the amount of the award and the normal weekly base pay for each week of continuing disability.

8.3.1.6 Limited/Modified Duty

Upon either party's request, the City and the Union shall meet to discuss the development of a limited duty policy for unit members unable to perform their normal work duties because of injury or illness on a department by department basis. The priority of any such agreement reached shall be industrially injured unit members, however, the policy may include coverage of non-industrially injured unit members, if considered feasible by the City. In the absence of any such policy, the City shall maintain the right and sole discretion to grant or continue any light duty assignment.

8.4 Military Leave

The City shall provide military leave to unit members in accordance with City Council Resolution 79044, which is attached to and incorporated into this Agreement as Appendix EF, Military Leave.

8.5 Jury Leave

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.

The unit member shall keep any fees he/she receives for jury duty.

8.6 Family Care And Medical Leave/Pregnancy Disability

Unit members are eligible for leave under the California Family Rights Act ("CFRA"), the Federal Family and Medical Leave Act ("FMLA"), and the California Pregnancy Disability Act ("PDLA"). The provisions of this Agreement and City policies shall be applied consistent with applicable state and federal law.

8.7 Leave Of Absence Without Pay

A permanent, full-time or permanent part-time unit member may be granted a leave of absence without pay of up to one (1) year, upon approval by the City, with no loss of seniority or benefits accrued prior to said leave.

8.8 State Disability Insurance Coverage And Paid Leaves

A unit member may supplement any disability insurance benefits paid under a State Disability Insurance program with accumulated sick leave and vacation to the extent necessary to make up the difference between the amount of insurance benefits paid and the normal weekly base pay for each week of disability.

8.9 Correctional Officer's Disability

For injuries occurring after January 28, 2003, the City and the Union agree that under Government Code Section 20431 and Labor Code Section 4850(b)(1), correctional officers are eligible for the disability benefits described in Labor Code Sections 4850 through 4846.

8.10 Correctional Officers And FMLA

No leave of absence taken by a correctional officer pursuant to Labor Code Section 4850 shall be deemed to constitute family care and medical leave as defined in state law and Article 8 or to reduce the time authorized for family care and medical leave by state law and Article 8.

ARTICLE 9: PERMANENT PART-TIME EMPLOYEE BENEFITS

9.1 Leaves

A permanent part-time unit member, who works fifty percent (50%) or more of the normal workweek for the full-time class equivalent to the unit member's own class throughout the calendar year, shall accrue vacation and sick leave on a pro-rata basis according to the time worked in relation to the normal workweek for the full-time class. Based on the criteria stated in Section 8.2, unit members shall be entitled to Family Death Leave on a pro-rata basis.

9.2 Insurance Benefits

The City agrees to provide a term life insurance policy for the permanent part-time unit member in the amount of one-half times the unit member's annual salary or twelve thousand dollars (\$12,000), whichever is greater, including an accidental death and dismemberment benefit of equivalent amount, and to contribute toward the cost of health, dental, and vision care insurance coverage under the established City plans for such permanent part-time employees at the rate of sixty-five percent (65%) of the City contribution rates provided for in Sections 7.1.2 and 7.1.4.

9.3 Holiday Benefit

A permanent part-time unit member who works throughout the fiscal year fifty percent (50%) or more of the normal work week for the full-time equivalent of the PPT unit member's classification shall earn holiday pay on a pro-rata basis according to the time worked in relation to the normal workweek for the full-time class.

9.4 Recreation Leaders

Permanent part-time recreation leaders assigned to half-time or more positions will be scheduled for work in a manner that will ensure each unit member an opportunity to receive a minimum of twenty (20) hours per week on an annual basis.

ARTICLE 10: VACATION LEAVE

10.1 Entitlement

A unit member shall accrue vacation leave, from the date of the unit member's regular appointment by the City, on a biweekly basis at the rates enumerated below. For the purpose of determining the amount of vacation entitlement, an employment year is defined as the period of one year from the anniversary date of such appointment by the City. Vacation rate increases will become effective at the beginning of the pay period that includes the unit member's anniversary date.

10.1.1 Ten (10) days per year through the first four (4) full employment years.

10.1.2 Fifteen (15) days per year beginning the fifth (5th) employment year up to and including the twelfth (12th) full employment year.

10.1.3 Eighteen (18) days per year beginning the thirteenth (13th) employment year up to and including the fifteenth (15th) full employment year.

10.1.4 Nineteen (19) days per year beginning the sixteenth (16th) employment year up to and including the nineteenth (19th) full employment year.

10.1.5 Twenty (20) days per year beginning the twentieth (20th) full employment year up to and including the twenty-fifth (25th) full employment year.

10.1.6 Twenty-five (25) days per year beginning the twenty-sixth (26th) full employment year up to and including the twenty-ninth (29th) full employment year.

10.1.7 Thirty (30) days per year beginning the thirtieth (30th) full employment year.

10.2 Right To Take Accrued Leave

A unit member may take accrued vacation, with the prior scheduling approval of the department head. The City may consider seniority as a factor in resolving conflicting requests for vacation leave.

10.3 Limitation On Unused Vacation Leave Balances

Effective, January 1, 2001, unit members may accrue vacation leave balances up to a maximum of two (2) times the unit member's annual vacation accrual rate

as of the pay period containing January 1 of each year. Should the unit member's vacation leave balance exceed the allowable amount, the unit member will cease to accrue vacation leave until such time as the vacation balance is reduced below the maximum allowable balance.

10.4 Vacation Sell-Back

Unit members may sell-back to the City up to ten (10) days of accrued vacation each calendar year subject to the following conditions:

- (1) The unit member has taken at least ten (10) days of vacation in the preceding calendar year.

10.5 Minimum Usage

A unit member may take vacation leave in increments of not less than one (1) day, with the prior scheduling approval of the department head, except as provided in Section 10.6.

10.6 Personal Business Leave

A unit member shall be allowed to take up to two and one-half (2 1/2) days per year of accrued vacation leave for personal business purposes, with the prior scheduling approval of the department head. Normally, the leave shall be taken in one-half day increments; however, the department head may grant the leave in less than one-half day increments in situations where a smaller increment is justified.

10.7 Interruption Of Leave

In the event that a holiday occurs during a period of authorized vacation leave, the workday that is the holiday shall be charged as a holiday and not as a day of vacation. In the event that a unit member is seriously ill during scheduled vacation, the full workdays on which such illness occurs shall not be charged to vacation leave, provided that a doctor's certificate or report of treatment is submitted to and approved by a City Physician. It is expressly understood that the use of sick leave during vacation is reserved for serious illnesses, such as those which confine a unit member to bed, and that the vacation period is not automatically lengthened by its use. Vacation leave not used due to the use of sick leave in an authorized vacation period shall be rescheduled for use at a later date, in accordance with established procedure.

10.8 Paychecks During Vacation

If a pay period falls within a unit member's scheduled vacation period, the unit member shall be entitled to receive, prior to the start of such vacation period,

upon request in accordance with established City procedures, any regular paycheck(s) that would normally be received during said period. This provision shall apply only to a unit member whose scheduled vacation leave is five (5) consecutive working days or longer.

ARTICLE 11: PAID HOLIDAYS

11.1 Designated Holidays

The following days of each year are designated as 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 The last Monday in May, known as "Memorial Day."
- 11.1.6 July 4th.
- 11.1.7 The first Monday in September, known as "Labor Day."
- 11.1.8 September 9th, known as "Admission 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, a unit member must be in paid status the work day before and the workday after the designated holiday.

11.2 Christmas Or New Year's Eve

- 11.2.1 Unit members assigned to work schedules which require them to work on both December 24th and December 31st shall be entitled to one of the following:
 - 11.2.1.1 one-half of the work shift as paid time off on both the above days; or

11.2.1.2 one full work shift as paid time off on either of the above days.

11.2.2 A unit member whose regular work week is Monday through Friday, when December 24th and December 31st occur on Saturdays or Sundays, shall be entitled to one of the following:

11.2.2.1 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;

11.2.2.2 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. In the event that an eligible unit member is not allowed time off as provided in 11.2.1 or 11.2.2 above, the unit member shall be paid overtime for the number of hours worked at the rate of time and one-half of the regular hourly rate of pay for the entitled paid time off.

11.2.3 Unit members assigned to work schedules that do not require them to work on both December 24th and December 31st, but who are scheduled to work on one of these days shall be entitled to the full work shift as paid time off on the scheduled day of work. Such time off shall be granted by the department head, subject to the need to provide public services. In the event that the unit member is required to work on either December 24th or December 31st, the unit member shall receive an amount of straight time compensatory time equal to the number of hours worked on these days.

Should national day of mourning or celebration be declared by the President of the United States, or the Governor of the State of California, City agrees to review the appropriateness of designating such day a holiday.

11.3 Holiday Pay

Any shift that includes five (5) or more hours on a holiday shall be considered a holiday shift and paid at the overtime rate of time and one-half the unit member's regular hourly rate of pay for that shift.

11.4 Holidays On Regular Day Off

- 11.4.1 In the event that a designated holiday falls upon a normal day off which is either a Saturday, as to a unit member who works a Monday through Friday workweek, or the first day off of a normal scheduled two days off, as to a unit member whose workweek is one other than Monday through Friday, then in either such event such unit member, as the case may be, shall thereafter receive one (1) additional day of vacation therefore; and each such unit member who is required to work on such Saturday or first day off shall, in addition, receive compensation therefore at the rate of time and one-half of the regular base rate of pay.
- 11.4.2 In the event that a designated holiday falls upon a normal day off which is either a Sunday, as to a unit member who works a Monday through Friday workweek, or the second day off of normally scheduled two days off, as to a unit member whose workweek is one other than Monday through Friday, then in either such event such unit member, as the case may be, shall receive the next following day off therefore; and each such unit member who is required to work on such Sunday or second day off shall, in addition, receive compensation therefore at the rate of time and one-half of the regular base rate of pay.
- 11.4.3 For unit members assigned to seven (7) day a week, twenty-four (24) hour operations who are normally assigned to work other than a Monday through Friday workweek, when a designated holiday falls upon the first of two scheduled days off, the unit member shall receive the next following scheduled working day off, and each unit member who is required to work on such following scheduled working day off shall, in addition, receive compensation therefore at the rate of time and one-half of the regular base rate of pay. This Section 10.4.3 shall only apply to unit members in the classifications of Animal Control Officer, Assistant Cook, Cook, Correctional Officer, Fire Communications Dispatcher, Jail Utility Worker, Kitchen Helper, Museum Guard, Police Communications Dispatcher, Police Communications Operator, Police Evidence Technician, Police Property Specialist, Police Records Specialist, Police Services Technician I and Police Services Technician II.

ARTICLE 12: WORKING CONDITIONS

12.1 Hours Of Work

For a unit member in Unit SB1 or SC1, the regular daily work schedule shall be eight (8) hours; the regular weekly work schedule shall be forty hours. For a unit member in Unit SD1, the regular daily work schedule shall be seven and one-half (7½) hours; the regular weekly work schedule shall be thirty-seven and one-half (37½) hours.

12.1.1 Rest Period

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

12.1.2 Lunch Period

An uninterrupted lunch period of no longer than one (1) hour nor less than one-half (½) hour shall be scheduled for full-time unit members at or about the midpoint of each work shift, except for a unit member whose work schedule provides a paid lunch period. Where a paid lunch period is provided to a unit member, payment shall be based on the regular unit member's hourly rate of pay. As provided by and in accordance with departmental rules, unit members may leave their work stations during an unpaid lunch period, provided they are back at their work stations immediately following the end of their lunch period.

12.1.3 Public Relations

The City and the Union agree that those in the public service have a special responsibility to be sensitive and responsive to their ultimate employer – the citizens, and that awareness of this responsibility is particularly important for all ~~Field personnel or other~~ City employees who can be observed by the general public both during work and when taking rest periods or lunch breaks.

The parties agree that the image of the public employee in the community must be improved if high levels of employee morale are to be achieved. To this end, the parties agree to mutually pledge their best efforts over the life of this Agreement to ~~continuously encourage unit members to be~~ courteous, helpful, and industrious in all their public contacts and when in public view during the full duty period.

12.2 Shifts And Schedules

The City shall exercise good faith in establishing work schedules. The City's functional needs shall prevail in scheduling, provided that:

12.2.1 Changes in work schedules and shift starting times for full-time unit members shall be posted at least ten (10) working days in advance of the contemplated changes (or longer, if possible), except in case of emergency, and the Union shall simultaneously be advised of the changes.

12.2.2 Unit members who are interested in being considered for transfer to another assignment may submit a written request, in accordance with established procedures, to their departmental or divisional personnel office, for positions within their department or division, or to the Office of Personnel Resource Management (Office of Personnel) for other positions. The Office of Personnel will provide names of unit members who have made themselves available for transfer to departments submitting requisitions to fill positions. When filling a vacant authorized position, the City may consider unit members for such assignment on the basis of seniority.

12.2.3 Parking Control Technicians

Full-time Parking Control Technicians shall normally work a Monday through Friday work schedule; however, the two (2) least senior Technicians may be required to work an alternative schedule that includes Saturdays.

ARTICLE 13: SAFETY

13.1 Standards

Health and safety are mutual concerns of the City and of the Union. The City recognizes its responsibility to maintain health and safety standards in accordance with the California Occupational Safety and Health Act. The Union recognizes its responsibility to encourage unit members to work safely and efficiently.

13.2 VDT Use

All unit members shall follow the Ergonomics and Workstation Design Program Guidelines in accordance with Administrative Instruction 130, dated January 1, 1998.

13.3 Complaints

In those instances where a unit member has a complaint arising out of a health or safety condition under the City's responsibility, and where the unit member's complaint is not resolved expeditiously at the departmental level, the Union ~~Business Agent~~ and the Employee Relations Officer shall promptly meet and attempt to discuss/resolve the matter.

13.4 Alcohol/Drug Use

In cases where a unit member's alcohol or drug abuse interferes with regular work duties, and in accordance with existing procedures, the City agrees to discuss and consider holding proposed disciplinary action in abeyance and referring the unit member to appropriate counseling or treatment. The City further agrees, subject to the above determination and to his/her compliance with City and departmental rules and maintenance of acceptable job performance, that the unit member will not be dismissed while actively and successfully participating in such treatment or counseling programs, ~~subject to his/her compliance with City and departmental rules and maintenance of acceptable job performance.~~

13.5 Hepatitis

Unit members, not currently covered by the City's Infectious Disease Control Program may submit a request for a Hepatitis B vaccination (HBV) to the CMO – Risk Management Division for follow-up as deemed appropriate by CMO – Risk Management Division.

13.6 Sexual Harassment

The City agrees to provide sexual harassment training to all unit members no later than January 1, 2004.

13.7 Bloodborne Pathogens

No later than December 31, 2003, and every successive year, the City will provide bloodborne pathogen training to classifications on the list below. This section shall not preclude the City from adding additional classifications, subject to the meet and confer process with SEIU Local 1021790 and the City's Employee Relations Officer. Newly employed unit members who are in classifications requiring Hepatitis B vaccinations should receive such shots as soon as possible after employment. Hepatitis B, C, and AIDS/HIV will be discussed in bloodborne pathogen training and additional information regarding these two diseases will be posted on City bulletin boards. Unit members may decline a Hepatitis B inoculation.

Bloodborne Pathogen Training Job Classifications

Concrete Finisher	Construction Inspector
Construction Inspector, Sr.	Heavy Equipment Operator
Parking Meter Repair Worker	Public Works Maintenance Worker
Street Maintenance Leader	Street Sweeper Operator
Sign Maintenance Worker	Sewer Maintenance Leader
Traffic Sign Maker	Traffic Painter
Truck Driver	Custodian
Custodian, PPT	Carpenter
Construction & Maint. Mechanic	Maintenance Mechanic
Painter	Electrical Painter
Plumber	Stationary Engineer
Stationary Engineer, PPT	Gardener I
Gardener II	Gardener Crew Leader
Greenskeeper	Recreation Center Director
Recreation Program Director	Recreation Leader II, PPT
Recreation Specialist II, PPT	Museum Guard
Museum Guard, PPT	Code Enforcement Inspector
Specialty Combination Inspector	Animal Control Officer
Asst. Criminalist	Jail Utility Worker
Correctional Officer	Police Evidence Technician
Police Property Specialist	Police Services Technician I
Police Services Technician II	Asst. Code Enforcement Inspector
Litter Enforcement Officer	Sewer Maintenance Worker

13.8 Confined Space Training

Incumbents in the classifications of Jail Utility Worker, Stationary Engineer, Construction and Maintenance Mechanic, Maintenance Mechanic, and Plumber will receive Permit-Required Confined Space 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.

This section shall not preclude the City from adding additional classifications subject to the meet and confer process with SEIU Local 790-1021 and the City's Employee Relations Officer.

13.9 Hazardous Atmosphere

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 790-1021 and the City's Employee Relations Officer.

13.10 Equipment Safety

Unit members and management want the appropriate equipment so unit members can perform their jobs safely. Unit members should be held accountable for all equipment checked out to them. When items are checked out by unit members, there should be a check-in form. If items checked out are missing, the unit member or work crew may be subject to disciplinary action. Unsafe work behavior, loss of equipment, misuse of equipment, and neglect of equipment, failure to adhere to safety practices may cause disciplinary action.

The City shall provide a two-way radio to all full-time and permanent part-time custodians assigned to a roving crew.

13.11 Safety Meetings

Regular tailgate safety meetings should be relevant to specific departments. Fresh topics can make such meetings enriching for unit members, and unit members should have an opportunity for input.

13.12 Tree Meetings

During the months of January through April 2003, Employee Relations will meet with a Union committee to discuss expanded tree trimmer duties, modified

duty assignments, cross training, career ladders, preventing injuries, a physical fitness program, and related matters. No later than June 30, 2003, the committee shall prepare and present a report to appropriate City departments.

13.13 Emergency Plan

If there are questions about the City safety plans, questions may be directed to the Office of Emergency Services where the plans are kept. In case of a City-wide emergency, City employees should standby for direction and not freelance.

13.14 Accident Reduction Training

To the extent the City has sufficient funds to provide training, the City shall develop and implement an Accident Reduction Training program, no later than January 31, 2004.

ARTICLE 14: PERSONNEL PROVISIONS

14.1 Personnel File

It is agreed that unit members will be given a copy of entries of a derogatory nature when they are placed in their official personnel files.

Derogatory entries in a unit member's official personnel file are evaluated in terms of the seriousness of the action(s) or incident(s) described and the proximity and repetitiveness of such action(s) or incident(s) for use in disciplinary proceedings. Entries describing action(s) or incident(s), which are of minor significance and/or that are not recent and/or that have not been repetitive, will receive more limited consideration in disciplinary proceedings.

Entries of a derogatory nature to be used in any disciplinary proceeding against a unit member shall include only materials of that the unit member has received a copy of, and were previously placed in the unit member's official personnel file, or which will be placed currently in the unit member's official personnel file in connection with current action(s) or incident(s) resulting in disciplinary proceedings.

A unit member may review his/her official personnel file in the Personnel Department twice per year and may make copies, at his/her own expense, of the documents contained in the file, except that copies of all original entries to the file shall be provided at no expense to the unit member at the time of entry. It is understood that the City may establish reasonable rules for the control of these files in the implementation of this provision.

The unit member may also authorize, in writing, the Union Representative to inspect the personnel file related to a dispute concerning that unit member.

Material in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of law.

14.2 Reduction In Force

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

14.2.1 A reduction in force shall be effected on a City-wide basis for each classification to be reduced. Unit members in classifications affected

by a reduction in force who are not subject to layoff may, with City approval, volunteer to be laid off.

- 14.2.2 Seniority in the affected class shall be a primary factor in accomplishing such a reduction in force.
- 14.2.3 At least two (2) weeks notice of any reduction in force shall be provided by the City to affected unit members.
- 14.2.4 In recall from layoff, the last person laid off shall be the first recalled.
- 14.2.5 A layoff (reinstatement) list shall remain in effect for a period of three (3) years.
- 14.2.6 It is anticipated, in the case of a City reduction in force, that no unit member will be required to take accrued vacation prior to layoff.
- 14.2.7 The City will not use participants in any welfare-to-work program to replace or reduce current bargaining unit members or eliminate budgeted bargaining unit positions represented by the Union.
- 14.2.8 Upon the Union's request, Tthe City will provide quarterly-reports to the Union regarding the level of the City's participation in outside programs that could have an impact on working conditions of bargaining unit members. ~~welfare-to-work programs.~~
- 14.2.9 Further impacts on Union represented positions that may occur as a result of the City's participation in welfare-to-work programs shall be subject to meet and confer.

14.3 Eligibility Lists During A Hiring Freeze

~~5.4.1~~ 14.3.1 Extension

In the event the City declares a hiring freeze while any Civil Service Eligibility List is active, the duration of the eligibility list shall be extended for a period equivalent to the length of the hiring freeze.

~~5.4.2~~ 14.3.2 Notification

When the City declares a hiring freeze, the City Manager or designee shall notify the Union in writing of the beginning and ending dates of the City-declared freeze.

14.4 Probationary Period

~~5.4.3~~14.4.1 Entry Probationary Period

The probationary period of a unit member filling an entry level position shall not exceed nine (9) months in duration except that, in the case of an individual unit member requiring further consideration, the City, at its option, may extend the probationary period by three (3) months. Further, an additional three (3) months may be added to the probationary period by mutual agreement between the City and the Union.

The probationary period for a unit member filling an entry level position in the classification of Police Communication Dispatcher and Police Communications Operator (PCO) shall not exceed twelve (12) months duration except that, in the case of an individual unit member requiring further consideration, the City, at its option, may extend the probationary period by three (3) months. Further, an additional three (3) months may be added to the probationary period by mutual agreement between the City and the Union.

~~5.4.4~~14.4.2 Promotional Probationary Period

The probationary period of a permanent employee who is promoted unit member filling a position from a promotional examination shall not exceed six (6) months in duration. For the purpose of this section, promotion is defined as the change of an employee in the competitive civil service from a position of one (1) class to a position of another class, for which a higher maximum base rate of pay is provided in the compensation plan and which involves increased or more complex duties.

14.5 Employee Service Ratings And Reports

~~5.4.5~~14.5.1 Performance Appraisals

The City agrees that permanent unit members are entitled to Annual Performance Appraisals outlining progress and performance. Performance Appraisals serve the following purposes: (1) ensuring the supervisor's regular review of each unit member's performance; (2) encouraging improvement in a unit member's performance; (3) determining whether a unit member's performance has improved; (4) providing unit members with effective supervision; (5) complimenting a unit member's performance and achievement.

5.4.5.114.5.1.1 Nine Month Probation

A unit member in a nine (9) month entry level position shall receive an Appraisal within fourteen (14) calendar days after the end of the ~~third~~^{second}, fifth, and eighth months of service (and eleventh and fourteenth months of service where applicable) and annually thereafter, in accordance with the City-wide performance appraisal cycle.

5.4.5.214.5.1.2 Six Month Probation

A unit member in a six (6) month probationary period shall receive the Appraisal within fourteen (14) calendar days after the end of the third and fifth months of service and annually thereafter, in accordance with the City-wide performance appraisal cycle.

5.4.5.314.5.1.3 Modifying Timelines

These timelines may be modified by mutual agreement between the Union and the City. The remedy for failure to meet timelines shall consider the circumstances resulting in the untimeliness.

5.4.5.414.5.1.4 Return Rights

A unit member unsatisfactory or electing to decline a promotional position during the probationary period shall have full return rights to the former classification without loss of seniority or other benefits.

5.4.5.514.5.1.5 Notice Of Deficiencies

A unit member having one or more areas of unacceptable performance may have these areas reviewed and dealt with between the regular annual performance appraisals by the use of oral and/or written descriptions of the deficiencies and the methods and schedules for bringing them to a fully effective standard. Said reviews shall be made through utilization of disciplinary proceedings and shall be subject to the grievance procedure.

5.4.614.5.2 Performance Appraisals

To the extent required by law, the City will give the Union notice and opportunity to negotiate about any proposed changes to the Performance Appraisal Forms.

14.6 Entry Level Examinations

5.4.714.6.1 Residency

A unit member who is a City of Oakland resident competing in such an examination shall be given an additional five (5) pointspercent (5.0%) added to the score, provided that the unit member initially scores a passing grade on the examination. Residency shall be determined as of the date of certification of the Civil Service eligible list for that examination.

14.6.2 Seniority Credit for Permanent Employees

14.6.2.1 A unit member who has completed ten (10) or more full years of City service and who successfully competes in an examination shall receive five (5) points added to the final examination score.

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

Calculation of seniority points shall be effected as of the date of the job announcement.

5.4.814.6.3 Certification Of Eligibles To Fill Vacancies

Whenever an entry level position in the Classified Civil Service is to be filled, for which no reinstatement list exists, the appointing authority shall receive a list of four (4) namesranks. In the case of multiple vacancies, the appointing authority shall receive a list of four (4) namesranks, plus two (2) namesranks 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.

14.7 Promotional Examinations and Restricted Examinations

Promotional and/or restricted examinations shall be given for the classifications set forth in Appendix _____. These exams may be given in combination with open examinations as set forth in Appendix _____.

~~5.4.9~~14.7.1 Announcements Of Promotional and Restricted Examinations

The City agrees routinely to make information regarding promotional and restricted examinations available each month in advance to unit members.

~~5.4.10~~14.7.2 Conduct

No City employee who is a member of the department in which the current vacancy exists will sit as a voting member of an oral board for promotional examinations. A staff member of the Office of Personnel Resource Management may sit as a non-voting member for the purposes of serving as a resource person and maintaining the orientation of the oral board. No department representative shall be present during an oral promotional examination. The City agrees to formally seek concurrence from the Union in the event of using in-house raters for promotional exams.

~~5.4.11~~Seniority

~~14.7.3.1A unit member who has completed ten (10) or more full years of City service and who successfully competes in a promotional examination shall receive five (5) points added to the final examination score.~~

~~14.7.3.2A unit member who has completed fewer than ten (10) full years of City service and who successfully competes in a promotional examination shall receive an additional number of points, not to exceed a maximum of five (5), added to the final examination score, prorated in accordance with the unit member's number of years of City service.~~

~~Calculation of seniority points shall be effected as of the date of the job announcement.~~

14.7.4 Residency

~~A City of Oakland resident competing in an examination shall be given an additional five percent (5.0%) added to the score, provided that the resident initially scores a passing grade on the examination and has been a resident for a minimum period of one (1) year as of the date of the job announcement.~~

14.7.3 Certification Of Eligibles To Fill Vacancies

Whenever a promotional 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) ~~names~~ranks. In the case of multiple vacancies, the appointing authority shall receive a list of four (4) ~~ranks~~names, plus two (2) ~~ranks~~names for each additional vacancy to be filled; provided, however, that a lesser number may be certified when there is not the required number on the eligible list.

Individuals on the promotional and/or restricted eligible list shall be certified and considered for appointment before individuals on the original entrance ~~and/or restricted~~ eligible list(s).

14.8 Job Vacancies

- 14.8.1 The City agrees, when requested by unit members, to place unit members' names on the transfer lists for their classifications. The department shall consider all listed unit members prior to filling a vacant position, taking into account seniority and other factors.
- 14.8.2 The City agrees to post on ~~CityNet~~the City's website a list of current job announcements and openings by classification name for which an approved personnel requisitions is on file in the Office of Personnel Resource Management.
- 14.8.3 The City will provide the Union, on a monthly basis, a list of all temporary and exempt employees performing work that is also performed by employees covered by this Agreement. This list shall include the name of the employee, his/her classification, department and salary, or contract cost.
- 14.8.4 The City agrees to send a copy of all open, restricted and promotional job announcements to the Union Business Agent.

14.9 Eligible Lists

In the event Open, Restricted -and/or Promotional examinations fail to produce successful candidates from among City employees represented by the Union, the City and the Union may meet to discuss whether specific on-the-job or other training programs should be initiated to upgrade the skills of interested employees.

14.10 Conferences And Seminars

It may be desirable for a unit member to attend a conference or a seminar which has as its primary purpose the teaching of concepts or skills that are directly beneficial to the unit member in the performance of the job, and where the unit member's attendance is in the City's best interest. Subject to the City's approval, a unit member may be granted leave with pay, with or without expenses, to attend such conference or seminar.

14.11 Work Effort

The Union recognizes that the City must strive to provide the citizens of Oakland with the best possible services within the available resources. The City and Union jointly recognize the responsibility of each City employee to perform productively in order to provide citizens with specified services at specified levels.

The Union agrees to actively participate in the encouragement of all unit members to work cooperatively with management and supervisory employees to attain maximum productivity by the employees and work groups to which they are assigned. To that end, the Union will actively encourage all unit members to participate in City training, education, and development offerings insofar as training offerings are conducive to harmonious employer-employee relations. It is understood that the City will continue to encourage the development of supervisory skills and the fostering of improved interpersonal relationships between management and unit members through a training and development program.

The Union will continue to encourage all of its unit members to support the City's goals of reducing crime, improving public schools, revitalizing the downtown area, and supporting cultural arts. Toward that end, all unit members will be encouraged to volunteer during off duty hours for activities in support of these goals, such as mentoring a school age child or participating in literacy programs.

14.12 Reallocation To Vacant Position

Unit members serving in the police dispatch communications classifications may request to be reallocated to a vacant position in a classification that has a lower maximum rate of pay. All such requests must be made in writing to the unit member's agency director or their designee and state the unit member's current classification and the classification the unit member wants to be reallocated to. Upon approval of the unit member's agency director or their designee, the request shall be forwarded to the Director of Personnel or their designee, who shall evaluate the appropriateness of the request, including but not limited to whether the unit member has the knowledge, skills, and abilities to perform the duties of the vacant position. Upon approval of the Director of Personnel or their designee, the unit member shall be reallocated to the vacant position. If, however, the vacant position resides in a different agency, the request shall be forwarded to the director of the agency in which the position resides, who may either approve or deny the request. Unit members allocated to vacancies pursuant to this provision shall serve an entry probationary period of nine (9) months. Such allocations may take precedence over an established eligible list, but in no case shall take precedence over reinstatement lists. The parties understand and agree that a voluntary demotion is not a disciplinary action. Application of the voluntary demotion provision is not subject to the grievance procedure and/or appeal to the Civil Service Board.

14.13 Tuition Reimbursement

The City shall reimburse a unit member for the cost of job-related academic courses and books, approved in advance by the department head or the designated representative, upon successful completion, in accordance with the following table:

<u>Grade</u>	<u>Reimbursement</u>
A or B	100% of the tuition fee and books, or \$400 whichever is less.
C	50% of the tuition fee and books, or \$200 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 three hundred dollars (\$300), whichever is less. A unit member failing a course, or receiving a grade lower than a C shall not be reimbursed.

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 year, regardless of whether the institution is on the semester or quarter system.

14.14 Professional Development Reimbursement

The City agrees to provide each unit member in classifications listed in Appendix D, List Of Classifications That Receive Professional Development Reimbursement, Section 14.14, with up to one hundred dollars (\$100) per year for reimbursement of items related to professional development. Such items may include books, subscriptions to professional journals or magazines, dues to professional organizations that are related to current employment, job-related tools and equipment, registration, application or examination fees for registration or certification within his/her profession, and expenses related to professional development including research and training. Requests for reimbursement must be submitted with a receipt in aggregate amounts of at least twenty-five dollars (\$25). However, all receipts for reimbursement, whatever the aggregate value, must be submitted before the end of the fiscal year, and by June 1, if feasible.

14.15 Head Start

The City agrees to provide \$200 per year to incumbents in the classifications of Early Childhood Instructor, Head Start Center Director, and Family Advocate to reimburse expenses related to meeting educational requirements by the federal program guidelines.

14.16 Contracting Out

With respect to the provisions of Section 902(e) of the Charter regarding contracting of service, it is agreed the City will, as far as possible in advance of action by the City, undertake to inform the Union of such matters as may affect unit members, provided, that no such contract for service shall result in the loss of employment or salary by any person having permanent status in the competitive service.

14.17 Position Reallocations

In the event the City, as a result of a classification review, reallocates a position to a classification within the competitive service having a higher salary range, the appointing authority shall ~~may~~, with the concurrence of the Director of Personnel, grant permanent status to the incumbent without competitive examinations or requiring the incumbent to serve a probationary period if the following conditions are met:

~~5-7.114.17.1~~ 14.17.1 The incumbent must meet the minimum requirements for the higher classification;

~~5.7.2~~14.17.2 The incumbent must have served for at least one (1) year, as of the date the classification review request was initiated, in the position performing the same duties, and;

~~5.7.3~~14.17.3 The incumbent has maintained standard or above performance ratings while performing the same duties.

The appointment shall be effective as of the date of issuance of the classification review results by the Director of Personnel.

In cases in which an employee-initiated class study leads to placement in a higher paid classification and takes longer than one year from the date the completed Position Questionnaire (PDQ) is received by Personnel, the employee shall be entitled to acting pay (HC6) as defined in the MOU, Article 5, of this agreement starting four months after the date the PDQ is received as indicated by the time/date stamp on the completed PDQ.

If the incumbent is not granted such status, the position will be filled in accordance with the provisions of the Personnel Manual.

14.18 Residency Committee

The Union agrees to participate in a City Residency Committee. The Committee shall meet and generate alternatives and incentives to encourage City employees to live in the City of Oakland.

14.19 Discipline

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 employees for "just cause."

~~9.4.1~~14.19.2 The City will provide a copy of the "Skelly" notice of intent letter to the designated Union representative, ~~if any, of and to~~ the unit member.

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, if any, and to the 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 related to gross misconduct. If there is a request for continuance, it shall not exceed 15 working days from the notice of intent to discipline.

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

~~9.4.2~~14.19.4 Unit members permanently assigned to the Police Department shall be entitled to the rights provided by Government Code Section 3508.1.

14.20 Drug Free Workplace

The City and the Union reaffirm their commitment to a safe work environment and shall work together to eliminate any substance abuse that could impair a unit member's ability to safely and effectively perform the functions of his/her job. Toward this end, the City and Union shall refer and charge the Joint Labor/Management Committee with devising a comprehensive workplace education and early intervention program. Elements of this program may include peer training, counseling, and mentoring, educating unit members to the problems of substance abuse by means of seminars, staff meetings, and newsletters, training supervisors in effectively dealing with substance abusers, a substance abuse education and prevention week, and development of a resource bank.

14.21 Sexual Harassment And Violence In The Workplace

Any unit member found to have engaged in workplace activity in violation of the City's policy on sexual harassment or violence in the workplace shall be subject to discipline.

14.22 Correctional Officers

14.22.1 PERB Jurisdiction

The City and the Union agree that correctional officers assigned to Unit C1 are covered by the jurisdiction of the Public Employment Relations Board.

14.22.2 City Charter Section 910

The City and the Union agree that City Charter Section 910 does not apply to correctional officers.

14.22.3 Terms And Conditions Of Employment

The City and the Union agree that all of the provisions of this Memorandum of Understanding apply to correctional officers except as specifically modified in Article 6: Retirement And Health Benefits.

14.23 Police Service Technician

Effective February 1, 2003, unit members in the PSTI classification shall promote to the classification of PSTII without benefit of competitive examination.

ARTICLE 15: GRIEVANCE PROCEDURES

15.1 Definition

A grievance is defined as any dispute that involves the interpretation or application of this Agreement or disciplinary action taken against a unit member, and the application of the Personnel Rules.

With the exception of grievances concerning suspension, demotion, or termination, which may be filed at Step Two, it is the express intent of the parties that grievances be resolved expeditiously at the lowest possible administrative level. In cases involving an action directly by a department head alleged to violate the MOU, the Union may file the grievance at Step 2. Toward that objective, the following steps are prescribed:

15.2 Procedure

15.2.1 Step 1

15.2.1.1 Informal Discussion

The unit member or the Union Representative may present the grievance orally to the immediate supervisor within ten (10) working days from such time as the unit member or Union should reasonably have been aware of the occurrence.

15.2.1.2 Formal Submission

Within ten (10) days of the informal meeting or twenty (20) days after the unit member or Union should reasonably have been aware of the occurrence, whichever occurs earlier, Should the grievance remain unresolved, the unit member or Union Representative may submit the grievance in writing to the immediate supervisor within the ten (10) working days cited above. The grievance shall state the specific section of the Memorandum of Understanding, or the Personnel Rules alleged to be violated, or the disciplinary action taken, and the proposed solution. The supervisor shall render a decision in writing to the unit member and/or Union Representative within fifteen (15)ten-(10) working days of the formal submission of the grievance.

15.2.2 Step 2: Appeal To Department Head

Should the grievance remain unresolved, the unit member or Union Representative may, within ten (10) working days of receipt of the

supervisor's decision, submit the grievance in writing to the department head. The department head or director or the designated representative shall respond to the grievance in writing within ten (10) working days after receipt of the grievance.

15.2.3 Step 3: Employee Relations Officer - Union Staff Representative

Should the grievance remain unresolved, the unit member or Union Representative may, within ten (10) working days after receipt of the department head response, submit the grievance in writing to the Employee Relations Officer. The Employee Relations Officer, or a designated representative, shall meet with the assigned Union Staff Representative within ten (10) working days of submission and attempt to resolve the dispute.

15.2.4 Step 4: Civil Service Board - Arbitration

Should the grievance remain unresolved, within fifteen (15) working days of the meeting described in Section 15.2.3, either party may submit the grievance to an impartial arbitrator who shall be selected by mutual agreement or, if such agreement is not reached, by alternately striking names from a list of five arbitrators submitted by the State Mediation and Conciliation Service. Alternatively, in the case of a grievance concerning discharge or disciplinary action against a unit member, the Union may elect to submit the 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 A, Grievance Procedure, Section 14.2.4. 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 15.2.2 above shall satisfy the requirement of the Personnel Ordinance that the unit member give notice of intent to appeal a discharge or 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.

15.3 Time Limits

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

15.4 Witnesses

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

15.5 Class Action Grievance

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

15.6 Immediate Arbitration

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

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

The arbitrator to hear such case shall be selected by the parties from a panel of three arbitrators mutually agreed upon when the provisions of this section are invoked. The first arbitrator, in designated order from the panel, available within a 48-hour period shall be selected.

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

15.7 Consolidation

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

ARTICLE 16: JOINT LABOR-MANAGEMENT RELATIONS

16.1 Joint Labor-Management Committee

The City and the Union agree to maintain a joint labor management committee composed of equal numbers of representatives. The committee may also include representatives from other Oakland City employee labor organizations.

The committee may establish departmental or issue-specific subcommittees. The committee and its subcommittees shall meet regularly, establish agendas, and keep records of discussions and recommendations on action items. The City and the Union shall select their own representatives, respectively, provided that the parties agree to select representatives authorized to enter into agreements after reviewing proposals with their principals, where necessary.

Training on conducting effective meetings and cooperative efforts shall be provided jointly by the City and the Union, as needed.

The joint labor management committee and its subcommittees are in no way intended to supercede or negate the parties' mutual obligation to bargain in good faith or to supersede any portion of this Agreement, including but not limited to the grievance procedure. However, by mutual agreement, the parties may discuss and attempt to resolve matters subject to the grievance procedure. Appropriate subjects for discussion at the committee include but are not limited to career ladders, longevity increases, promotions, alternative work schedules, and telecommuting opportunities.

16.2 Labor-Management Retreat

During the life of this Agreement the parties shall conduct a labor/management retreat once every eighteen (18) months, for the purpose of enhancing communications and improving mutual commitment to organization productivity.

The Union agrees to participate in the funding necessary to conduct the retreat.

16.2.1 Budget Committee

During fiscal year 2009-2010, the Joint Labor Management committee shall be responsible for identifying methods of reducing inefficiencies and making recommendations on improvements in management and operations in order to reduce layoffs and service reductions. The committee shall consist of no more than five (5) representatives from each party excluding representatives from the Mayor's office or the City Administrator. The Committee shall convene no later than September 1, 2009, and complete its work by December 30, 2009. The Committee shall

submit a written report to the City Administrator and the Council by January 5, 2010.

16.2.2 TPT Conversion Committee

Within 30 days of the City Council adoption of the agreement, a joint committee shall be formed with the goal of developing recommendations regarding the conversion of long-term Temporary Part-Time employees to permanent positions. The City shall provide the Committee data identifying all temporary part-time employees who have served 4000 hours or more with the City.

The Committee shall consist of three members selected by the Union and three members selected by the City. Should the Committee be unable to reach agreement on appropriate means to convert long term temporary employees, the parties agree to utilize the state mediation and conciliation service to assist in reaching mutually agreeable recommendations.

16.2.3 ELDE and TCSE Committee

The parties mutually commit to the goal of reducing the use of ELDE and TCSE appointments and to enforce existing civil service rules restricting the use of ELDEs and TCSEs. Toward that end, within 30 days of the City Council adoption of this agreement, a joint committee shall be formed to monitor and advise regarding ELDE and TCSE appointments and to ensure that ELDEs and TCSEs do not perform the work of laid-off bargaining unit members. The Committee shall consist of three members selected by the Union and three members selected by the City. In agreeing to participate in this committee, the Union does not waive any rights it may have under existing civil service rules or MOU provisions.

16.2.4 Contracting Out Reduction Committee

The parties mutually commit to the goal of compliance with existing MOU and Charter limitations prohibiting the use of outside contractors to displace bargaining unit members. Toward that end, within 30 days of the City Council adopting this agreement, a joint committee shall be formed to review outside contracts. The City shall provide information, upon request, in order to monitor contracts awarded by the City Council. The Committee shall consist of five members selected by the Union and three members selected by the City. Three of the five Union members shall serve on a rotating basis depending on the subject matter to be addressed during each meeting of the Committee. In agreeing to participate in this committee, the Union does not waive any rights it may have under existing civil service rules or MOU provisions.

16.2.5 Participation In Committee To Address Miscellaneous Employee and Retiree Medical Coverage and Costs

Recognizing the rapidly expanding cost of employee and retiree health care, and in order to fully explore alternative strategies to deliver cost effective employee and retiree health, dental and vision insurance, the parties shall convene and participate in a committee with no more than two representatives from each affected union representing miscellaneous employees within 120 days of the City Council adoption of this agreement. The committee shall report its findings to the City Administrator and the Council no later than July 1, 2010.

16.2.6 Union Committee Advisor

The union shall select one (1) released employee representative to serve as an advisor to the above committees during fiscal year 2009-2010. The total maximum released employee is equal to one (1) full time employee.

16.3 Special Economic Provisions for Duration of the Contract

16.3.1 Salary Step Freeze

Notwithstanding the provisions of 5.5.3, advancement within the salary schedule shall cease effective July 1, 2009 through June 30, 2010. Step increases shall resume for all eligible unit members on their respective anniversary dates beginning July 1, 2010.

16.3.2 Mandatory Leave Without Pay (MLWOP)

All unit members shall be required to take a total of eleven (11) unpaid days during fiscal year 2009-2010 and a total of twelve (12) unpaid days in fiscal year 2010-11. Included in the total unpaid days are the four December closure days detailed below. The City shall designate the dates of the unpaid closure days in addition to the December closure days.

16.3.3 December Closure Days

The parties acknowledge that the City shall close for four (4) days during the course of the December holiday periods. Unit members shall not be paid for closure days during these periods.

December 2009: 28, 29, 30 and 31

December 2010: 27, 28, 29 and 30

In lieu of Christmas and New Year's Eve holidays as specified in section 11. 2, unit members shall receive holiday pay on December 24, 2009 and December 31, 2010.

16.3.4 Effect of MLWOP

No sick or vacation leave shall accrue on MLWOP days nor may employees utilize any form of paid leave on those days.

MLWOP days shall not impact seniority.

16.3.5 Implementation

Notwithstanding any contrary pay provisions in this MOU, to foster equity within the bargaining unit, all unit members shall contribute an equivalent amount to addressing the City's revenue shortfall. Accordingly, unpaid time shall be proportional to the regular hours worked by employees.

The City shall exercise its discretion to determine which unit members are required to work on closure days. To the extent possible without requiring backfill, such employees shall be required to take alternative unpaid days. If it is not practicable for the City to grant unpaid days without backfill, in accordance with the schedule set forth in 16.3.6, the parties will mutually agree upon alternative means of achieving the requirements of 16.3.2.

The City will provide two (2) months advance notice to essential employees required to work on December closure days except in cases of unforeseen circumstances. For the remaining MLWOP days, the City will provide two weeks (10 working days) notice except in cases of unforeseen circumstances.

The City will develop a means of "smoothing" the effect of unpaid days during the December closure.

16.3.6 Further Procedures

Implementation procedures shall be developed within thirty (30) days of the City Council's adoption of this MOU. The City will consult with the Union in the development of such procedures.

The parties shall work with the City's payroll personnel to achieve the above goals.

16.3.7 Re-opener

The Union shall be entitled to re-open this Agreement to discuss reducing the number of MLWOP days, and/or a wage increase effective July 1, 2010 upon the following condition:

- A. Based on actual revenue receipts for Fiscal Year 2008-2009 within the General Purpose Fund, the City shall calculate the total cumulative amount of revenues collected through property taxes, real estate transfer tax and sales tax (collectively, "base revenue amount").
- B. By October 15, 2010, the City shall determine the cumulative amount of revenues collected in the General Purpose Fund through property taxes, real estate transfer tax and sales tax for Fiscal Year 2009-2010.
- C. If the amount calculated in section B above exceeds the amount calculated in section A above by 10% or more, the Union may at its sole option request a re-opener limited to the issues set forth above.

16.4 Shift Trades in the Police Communications Unit

The shift trade policy for the Police Communications Unit shall be in the general orders subject to change only with approval by the Chief of Police. Changes from the current shift trade policy shall be subject to meet and confer with the Chief of Police, representatives from Employer Relations and the Union

Meet and confer shall be concluded within thirty days from the date of ratification of this MOU by City Council.

16.5 Sections 16.2, 16.3 and 16.4 shall sunset and be removed from the contract upon the expiration of this contract.

ARTICLE 17: GENERAL PROVISIONS

17.1 Resolution

It is understood that this Agreement or any part of it is not binding upon the City until and unless the same is adopted by the City Council; and it is not binding upon the Union until and unless the same is adopted by a vote of the unit members, consistent with Union rules and regulations. This Agreement resolves in full, for its duration, all issues between the parties concerning wages, hours, and other terms and conditions of employment.

17.2 Savings Clause

In the event any portion of this Agreement is declared null and void by superseding federal or state law, the balance of the Agreement shall continue in full force and effect, and the parties shall immediately commence negotiations to ensure that the superseded portion(s) shall be rewritten to conform as nearly as possible to the original intent.

17.3 Duration

Except as stated in specific sections of this Agreement, this Agreement shall become effective upon ratification by the City Council and employees, January 28, 2003, and shall remain in effect through June 30, 2011. ~~for a period of six (6) years, terminating on June 30, 2008.~~

17.4 Completion Of Negotiations

The terms and conditions described in this Agreement represent the full and complete understanding between the City and the Union.

While nothing in this Section precludes the City and the Union from mutually agreeing in writing to modify this Agreement, the Union and the City agree that this Agreement may not be modified, expanded, altered, or superceded by an agreement between unit members and a department head or an agreement between the Union and a department head. In other words, all letters of understanding, side letters, and agreements to change practices must be negotiated between the Union and the Employee Relations Office.

APPENDIX A

GRIEVANCE PROCEDURE, SECTION 14.2.4

The City of Oakland, hereinafter referred to as "City," and United Public Employees, Local ~~1021790~~, hereinafter referred to as "Union," hereby agree that 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 the current Memorandum of Understanding between the parties. The parties further agree to the following provisions governing the use of such Hearing Officers:

1. Hearing Officer Panel

A hearing officer shall be mutually selected by alternately striking names from a list of five (5) arbitrators submitted by the State Mediation and Conciliation Service.

2. Order Of Use

3. 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 will be available to the appellant, if desired, for no charge. Transcripts of the taped 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. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

4. 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:

~~14.234.1~~ A summation page delineating the case name, issue, brief summary of the case, and his/her recommendation.

~~14.244.2~~ A complete written report documenting the findings.

~~14.254.3~~ Any documentary evidence, written motions and briefs submitted.

~~14.264.4~~ The cassette tape(s) of the hearing.

5. 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 cassette tape 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.

6. Costs

Costs for the Hearing Officer shall be borne by the City.

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

Cost for a copy of the hearing tape shall be borne by the requesting party.

APPENDIX B
SALARY SCHEDULES

APPENDIX C

SPECIAL EQUITY ADJUSTMENTS, SECTION 5.2

Class	Equity Adjustment
Administrative Assistant I	3.00%
Auto Equipment Mechanic	6.00%
Auto Equipment Painter	6.00%
Automotive Equipment Service Worker	4.00%
Blacksmith Welder	6.00%
Correctional Officer	9.00%
Crossing Guards PPT	4.00%
Electro-Mechanical Machinist	5.00%
Electronics Technician	9.00%
Engineer Technician I	2.50%
Engineer Technician II	2.50%
Engineer Technician, Sr.	2.50%
Equipment Body Repair Worker	6.00%
Fire Communications Dispatcher	8.00%
Heavy Equipment Mechanic	4.00%
Irrigation Repair Specialist	5.00%
Jail Cook	8.00%
Jail Cook's Assistant	8.00%
Librarian I	16.00%
Librarian II	18.00%
Librarian, Sr.	18.00%
Library Aide PPT Sal same as FT	2.50%
Library Assistant	15.00%
Library Assistant, Sr.	15.00%
Library Asst PPT Sal same as FT	1.80%
Library Asst Sr PPT Sal same as FT	1.60%
Literacy Assistant	15.00%
Literacy Assistant, Sr.	15.00%
Office Assistant I	3.00%
Office Assistant II	3.00%
Operations Support Specialist	3.00%
Police Communications Dispatcher	8.00%
Police Evidence Technician	18.00%
Police Property Specialist	5.00%
Police Records Specialist	3.00%
Police Service Technician II	6.00%
Public Service Representative	3.00%

Class	Equity Adjustment
Street Maintenance Leader	6.00%
Traffic Sign Maker	12.00%
Tree High Climber	11.00%
Tree Trimmer	11.00%
Tree Worker Driver	3.00%
Zookeeper	City will complete a class study by June 30, 2003.

APPENDIX CD

<u>LIST OF CLASSIFICATIONS THAT RECEIVE PROFESSIONAL DEVELOPMENT REIMBURSEMENT, SECTION 14.14</u>			
<u>Accountant I</u>	<u>Librarian I</u>	<u>Literacy Assistant</u>	<u>Preparator, PPT</u>
<u>Accountant II</u>	<u>Librarian I, PPT</u>	<u>Literacy Assistant, PPT</u>	<u>Recreation Center Director</u>
<u>Collections Officer</u>	<u>Librarian II</u>	<u>Literary Assistant, Senior</u>	<u>Recreation Program Director</u>
<u>Assistant Criminalist</u>	<u>Librarian II, PPT</u>	<u>Museum Curatorial Specialist</u>	<u>Recreation Specialist I, PPT</u>
<u>Early Childhood Center Director</u>	<u>Librarian, Senior</u>	<u>Museum Curatorial Specialist, PPT</u>	<u>Recreation Specialist II, PPT</u>
<u>Early Childhood Instructor</u>	<u>Library Assistant</u>	<u>Museum Design & Construction Specialist</u>	<u>Refuge Naturalist</u>
<u>Family Advocate</u>	<u>Library Assistant, PPT</u>	<u>Police Evidence Technician, Criminalistics Division, OPD</u>	<u>Tax Auditor I</u>
<u>Hazardous Materials Inspector I</u>	<u>Library Assistant, Senior</u>	<u>Preparator</u>	<u>Tax Auditor II</u>
<u>Hazardous Materials Inspector II</u>			

~~Accountant I~~
~~Accountant II~~
~~Collections Officer~~
~~Assistant Criminalist~~
~~Early Childhood Center Director~~
~~Early Childhood Instructor~~
~~Family Advocate~~
~~Hazardous Materials Inspector I~~
~~Hazardous Materials Inspector II~~
~~Librarian I~~
~~Librarian I, PPT~~
~~Librarian II~~
~~Librarian II, PPT~~
~~Librarian, Senior~~
~~Library Assistant~~
~~Library Assistant, PPT~~
~~Library Assistant, Senior~~
~~Literacy Assistant~~
~~Literacy Assistant, PPT~~
~~Literary Assistant, Senior~~
~~Museum Curatorial Specialist~~

~~Museum-Curatorial-Specialist, PPT~~
~~Museum-Design & Construction Specialist~~
~~Police-Evidence-Technician, Criminalistics~~
~~Division, OPD~~
~~Preparator~~
~~Preparator, PPT~~
~~Recreation-Center-Director~~
~~Recreation-Program-Director~~
~~Recreation-Specialist-I, PPT~~
~~Recreation-Specialist-II, PPT~~
~~Refuge-Naturalist~~
~~Tax-Auditor-I~~
~~Tax-Auditor-II~~

APPENDIX DE
PREMIUM PAY REPORTED TO CALPERS

APPENDIX FE
MILITARY LEAVE

APPENDIX F

PROMOTIONAL AND RESTRICTED EXAMINATIONS, SECTION 14.7

CITY OF OAKLAND, a municipal corporation

JONATHON HOLTZMAN
Chief Negotiator

Ian Appleyard
Employee Relations

Date _____

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1021

ANDRE SPEARMAN
Chief Negotiator

Brad Walters
President

Dwight McElroy
Vice President

Mustafaa Abdul'Ali
Vice President

Nancy Parlette
Secretary

Don Templin
Treasurer

Date _____

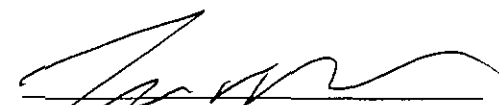
2009 JUL -9 PM 3: 10

Tentative Agreement
SEIU Local 1021 – City of Oakland
2009 MOU Negotiations
June 12, 2009


SIDELETTER REGARDING UNPAID DAYS OFF

Except as provided herein, for the duration of the Memorandum of Understanding (MOU), the City shall not impose MLWOP (Mandatory Leave Without Pay), furloughs, MBS (Mandatory Business Shutdown) or other unpaid days due to closures on any employee covered by this MOU. The City expressly reserves its contention that, under existing City rules and precedent, MBS days are layoffs, and therefore not within the mandatory scope of bargaining. As set forth in its Unfair Practice Charge in PERB case # SF_CE_604-M, the Union disputes this contention. This sideletter shall not be cited or used as precedent for any future agreement and does not constitute a waiver of either party's position regarding the legal status of MBS days. The sideletter shall not be used as evidence in any legal, administrative or arbitration proceeding of any kind except to enforce and defend the specific terms of this sideletter. This sideletter shall sunset at the expiration of the 2008-2011 MOU.

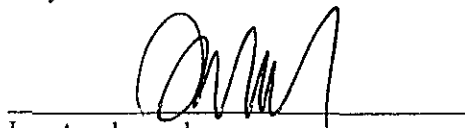
By entering into this sideletter the Union is not waiving or withdrawing the unfair practice charge it filed against the City with the California Public Employee Relations Board (Case no. SF-CE-604-M) and is expressly reserving its right to pursue the charge. The City expressly reserves its view that the charge is without merit.



Jon Holtzman
Chief Negotiator
City of Oakland




Brad Walters
President
Local 1021

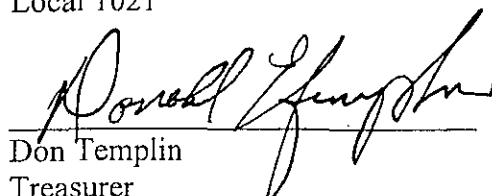


Ian Appleyard
Employee Relations
City of Oakland

Dwight McElroy
Vice President
Local 1021

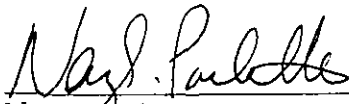


Mustafaa Abdul Ali
Vice President
Local 1021

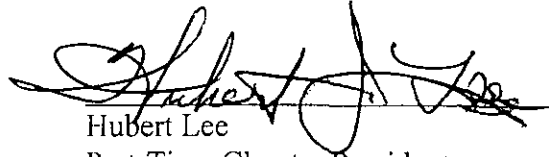


Don Templin
Treasurer
Local 1021

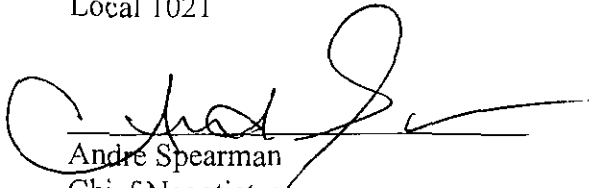
SIDELETTER REGARDING UNPAID DAYS OFF



Nancy Parlette
Secretary
Local 1021



Hubert Lee
Part-Time Chapter President
Local 1021



Andre Spearman
Chief Negotiator
Local 1021

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OAKLAND

2009 JUL -9 PM 3: 10

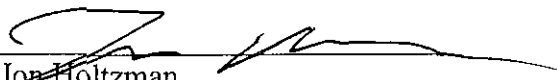
Tentative Agreement
SEIU Local 1021 – City of Oakland
2009 MOU Negotiations
June 12, 2009

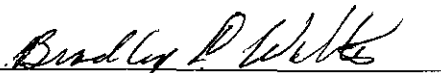
SIDELETTER REGARDING EQUITY AMONG BARGAINING UNITS

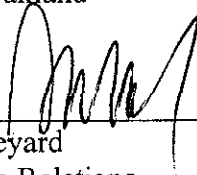
It is understood that if the City does not achieve an equivalent level of savings and/or reduction in wages and benefit costs with any of the Miscellaneous bargaining unit representatives, either by agreement or by imposition, the Union shall have the option to re-open this agreement. This sideletter shall expire June 30, 2011.

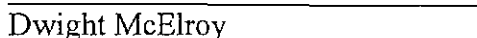
This sideletter is to be approved by City Council but not attached to the MOU.

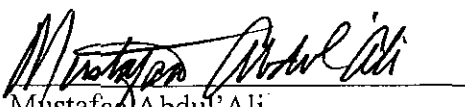
This (tentative) tentative agreement is awaiting City Attorney review.

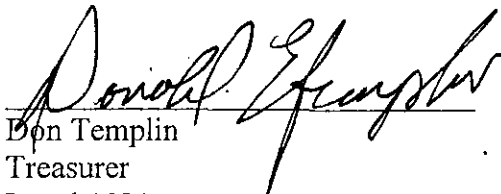

Jon Holtzman
Chief Negotiator
City of Oakland


Brad Walters
President
Local 1021

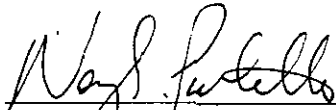

Ian Appleyard
Employee Relations
City of Oakland


Dwight McElroy
Vice President
Local 1021

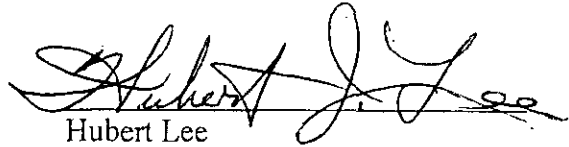

Mustafaa Abdul Ali
Vice President
Local 1021


Don Templin
Treasurer
Local 1021

SIDELETTER REGARDING EQUITY AMONG BARGAINING UNITS



Nancy Parlette
Secretary
Local 1021



Hubert Lee
Part-Time Chapter President
Local 1021



Andre Spearman
Chief Negotiator
Local 1021

OAKLAND CITY COUNCIL


City Attorney

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OFFICE OF THE CITY CLERK
OAKLAND

RESOLUTION No. _____ C.M.S.

2009 JUL -9 PM 3:10

Introduced by Councilmember _____

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, REPRESENTING EMPLOYEES IN REPRESENTATION UNITS SB1, SC1 AND SD1, COVERING THE PERIOD FROM JULY 1, 2008, THROUGH JUNE 30, 2011.

WHEREAS, the Memorandum of Understanding to be entered into between the City of Oakland and the Service Employees International Union, Local 1021 has been presented to the City Council for determination pursuant to Section 3505.1 of the Government Code of the State of California; and

WHEREAS, the key provisions of the Memorandum of Understanding are described in the Report from the City Administrator dated July 21, 2009; and

WHEREAS, the terms and conditions contained in said Memorandum of Understanding are in the best interests of the City; now, therefore, be it

RESOLVED: That said agreement be, and is, hereby approved; and, be it

FURTHER RESOLVED: That the provisions of said Memorandum of Understanding, to the extent they differ from the prior Memorandum of Understanding, are effective as of the date the City Council approves said Memorandum of Understanding, unless otherwise specified in said Memorandum of Understanding and shall not be retroactive.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT BRUNNER

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California