

Total Tentative Agreement

Below are the terms of a total tentative agreement on a successor contract between the City of Oakland and IFPTE Local 21 as agreed upon during the parties' bargaining session on July 12, 2022

1. Term of Agreement

- July 1, 2022 to June 30, 2025

2. Salary Increase [MOU Sec. 5.1]

City 7/12/22 Response to UP #7 – Salary increases totaling 14.00%, implemented as set forth below

- First full pay period following later of July 1, 2022 or Council adoption: 5.0%
- First full pay period following July 1, 2023: 2.5%
- First full pay period following January 1, 2024: 2.5%
- First full pay period following July 1, 2024: 2.0%
- First full pay period following March 1, 2025: 2.0%

3. Management Leave [MOU Sec. 9.13]

- City Response to UP #5 (7/12/22)

4. Dental Insurance [MOU Sec. 8.6]

- City Response to UP #10 (6/20/22)

Tentative Agreements

The City and Union agree to include all tentative agreements reached by the parties as of July 11, 2022.

- Equity Adjustments: Union Response to City Counter to UP#2 (7/12/22)
- UM2/UM1: Union Response to City Proposal # 19 (7/12/22)
- Pandemic Service Stipend (City proposal as presented on 7/6/22)
- FMLA/CFRA, Pregnancy Disability, Paid Family Leave For Baby Bonding, and Unpaid Family Leave (UFL) [MOU Sec. 9.8]: City agrees to UP #9 as presented on 6/29/22
- Union Response to City Proposal # 15 (Certification of Eligibles to Fill Vacancies) (6/27/22)
- Union Response to City Proposal # 16 (Certification of Eligibles to Fill Vacancies) (6/27/22)
- Telecommute Policy [MOU Sec. 13.9]: City Response to UP #3 (6/30/22)
- City Response to UP #4 (COVID Health & Safety) (6/27/22)
- City Response to UP #8 (Planner Parity) (6/24/22)

Total Tentative Agreement

- City #8 – Holidays (Sec. 11.1) (6/20/22)
- City # 2 – Salary Steps (Sec. 5.4.3.)
- City # 13 – Announcement of Examination (Sec. 14.4.1)
- City #14 – Management Employees (Sec. 14.7.4)
- City #20 – Pronoun Updates (Multiple articles)
- City #21 – Side letter on Uniform Allowance and Holiday RDOs (Secs. 5.7.3 and 11/1/15)
- City # X – Transit Pass (Sec. 5.8)
- Union # 6 – Bilingual Pay (Sec. 5.6.5)

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

For IFPTE Local 21

For the City of Oakland

Amlan Jesse Kadjo
Amlan Jesse Kadjo (Jul 13, 2022 11:37 PDT)

Jesse Kadjo

Jul 13, 2022

Burke A Dunphy
Burke A Dunphy (Jul 13, 2022 11:49 PDT)

Burke Dunphy

Jul 13, 2022

Julian Ware
Julian Ware (Jul 13, 2022 11:49 PDT)

Julian Ware

Jul 13, 2022

Mark Love
Mark Love (Jul 13, 2022 13:38 PDT)

Mark Love

Jul 13, 2022

Jennifer Foster
Jennifer Foster (Jul 13, 2022 15:03 PDT)

Jennifer Foster

Jul 13, 2022

Cheryl Dunaway
Cheryl Dunaway (Jul 13, 2022 11:59 PDT)

Cheryl Dunaway

Jul 13, 2022

Julia Heath
Julia Heath (Jul 13, 2022 15:44 PDT)

Julia Heath

Jul 13, 2022

Michele Morris
Michele Morris (Jul 13, 2022 14:03 PDT)

Michele Morris

Jul 13, 2022

Jack Steverson, Jr
Jack Steverson, Jr (Jul 13, 2022 13:03 PDT)

Jack Steverson

Jul 13, 2022

Tony Daquipa
Tony Daquipa (Jul 13, 2022 14:02 PDT)

Tony Daquipa

Jul 13, 2022

Total Tentative Agreement

Jul 13, 2022

Teresa Peterson



Jul 13, 2022

Jessie Wang



Jul 13, 2022

Cody Meshberger



Jul 13, 2022

Calvin Hao

Shahla Azimi (Jul 13, 2022 12:00 PDT)

Jul 13, 2022

Shahla Azimi




Jul 13, 2022

Sarah Fine

Rachel Brown (Jul 13, 2022 16:55 PDT)

Jul 13, 2022

Rachel Brown

Danita Lee (Jul 13, 2022 11:46 PDT)

Jul 13, 2022

Danita Lee



Jul 13, 2022

Nicole Welch



Jul 13, 2022

Michael Branson

Selia Warren (Jul 13, 2022 12:11 PDT)

Jul 13, 2022

Selia Warren

Jordan Flanders (Jul 13, 2022 11:32 PDT)

Jul 13, 2022

Jordan Flanders

Kent Qian (Jul 13, 2022 11:51 PDT)

Jul 13, 2022

Kent Qian

City of Oakland to IFPTE, Local 21

City Proposal Counter Proposal to Union Proposal #7

Distributed on July 12, 2022

5.1 Salary Schedule

Wages for represented employees covered by this Agreement shall be increased as follows, effective:

First full pay period after Union ratification and City Council approval of this Agreement on its regular agenda in accordance with the Brown Act but no sooner than the first full pay period after July 1, 2022: 5%

~~First full pay period following July 1, 2019: 1%~~

[To be eligible, a unit member must be a current employee in active status upon City Council adoption of the 2019—2020 successor MOU.]

~~First full pay period following November 1, 2019: 1%~~ July 1, 2023: 2.5%

[To be eligible, a unit member must be a current employee in ~~active status upon City Council adoption of the 2019—2020 MOU~~ July 1, 2023.]

~~First full pay period following January 1, 2020: 1%~~ January 1, 2024: 2.5 %

[To be eligible, a unit member must be a current employee in active status on January 1, 2020 2024.]

~~First full pay period following July 1, 2020: 1%~~ July 1, 2024: 2%

[To be eligible, a unit member must be a current employee in active status on July 1, 2020 2024.]

~~First full pay period following January 1, 2021: 1%~~ March 1, 2025: 2%

[To be eligible, a unit member must be a current employee in active status on March 1, 2021 2025.]

City of Oakland to IFPTE, Local 21

City Counter Proposal (CCP) to Union Proposal # 05

Distributed on July 12, 2022

Management/Professional Leave

Interest: City Intends to address management/professional leave sell back terms and the Union's Proposal on Management Leave. The following proposal adds the constructive receipt terms to this type of leave.

9.13 Management/Professional Leave (Units TM1, TM2, U41, UM1 And UM2)

Represented employees in Units TM1, TM2, U41, UM1 and UM2 shall be awarded five (5) days of Management Leave or Professional Leave July 1st of each year. These days shall not be prorated based on start date; as long as a represented employee in Units TM1 and U41 is employed in one of these units as of June 30, the last day of the fiscal year prior to the award, that employee shall receive all five days.

Additionally, represented employees in Units TM1, TM2, U41, UM1 and UM2 who work irregular work hours or who demonstrate superior performance during the eligibility period of July 1 through June 30 of each fiscal year may also be awarded an additional zero (0) to five (5) days of management leave or professional leave. Such leave shall be awarded at the recommendation of the department/agency head and with final approval of the City Administrator. For employees in Units TM1 and U41, such leave shall be awarded at the sole discretion of the City Attorney.

Represented employees may take accrued Management Leave/Professional Leave with the prior scheduling approval of the department head or his/her designee.

~~Up to ten (10) days of Management Leave/Professional Leave may be cashed out each fiscal year at the discretion of the represented employee. Management Leave/Professional Leave not used or cashed out will be carried forward to the next fiscal year. The maximum amount of Management Leave/Professional Leave that may be carried forward is ten (10) days.~~

Represented employees who separate from City employment shall be paid any unused management leave/professional leave, upon separation.

For the purpose of this section, a day shall be defined as the number of hours in the represented employee's regularly scheduled work day.

City of Oakland to IFPTE, Local 21

City Counter Proposal (CCP) to Union Proposal # 05

Distributed on July 12, 2022

These provisions shall also apply to “special leave” for represented employees in the Offices of the Mayor and the City Council, as provided for in Article 17.

9.X Management/Professional Leave Sell Back and Carryover (Units TM1, TM2, U41, UM1 And UM2)

- a) Up to ten (10) days of Management Leave/Professional Leave may be ~~eashed-out~~ **sold back** each ~~fiscal~~-**calendar** year at the discretion of the represented employee. Management Leave/Professional Leave not used or ~~eashed-out~~ **sold back** will be carried forward to the next fiscal year. The maximum amount of Management Leave/Professional Leave that may be carried forward is ten (10) days.
- b) **Unit members who wish to sell back Management leave must file an irrevocable election identifying the number of Management Leave days they will sell back in December of the tax year preceding the sell back. The election will apply only to Management Leave days accrued in the following tax year.**
- c) **Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Management Leave in the following tax year and will not be eligible to sell back Management Leave in that year.**
- d) **In the event of financial hardship, an employee may, at any time, sell back unused Management Leave, even if they have not filed a timely irrevocable election. Financial hardship will be determined in accordance with nondiscriminatory and objective standards, and is defined as a situation where (1) the sellback is needed to address an immediate and heavy financial need, and (2) the sellback is limited to the amount necessary to satisfy that financial need. Financial hardship includes, but is not limited to: medical or other expenses related to the illness, injury or death of the employee or the employee’s immediate family; loss of the employee’s property due to casualty, or repair expenses for damage to the employee’s principal residence; or payments necessary to prevent eviction of the employee from the employee’s principal residence or foreclosure of the mortgage of that residence. The sell-back shall be limited to the amount necessary to meet the financial hardship, including any amounts necessary to pay federal, state, or local income taxes reasonably anticipated to result from the sell-back. However, the total amount of Management Leave sold back (including both pre-election and hardship withdrawal) shall not exceed ten (days) per year.**

To sell back unused Management Leave in the event of financial hardship, the employee must provide a signed affidavit describing the type of hardship and the

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2022

City of Oakland to IFPTE, Local 21

City Counter Proposal (CCP) to Union Proposal # 05

Distributed on July 12, 2022

amount of the requested sell-back. The employee shall not be required to produce financial or other private information to support the affidavit. The City shall develop a form which shall be used and which will contain the following statement: "I declare under penalty of perjury of the laws of the state of California that the foregoing is true and correct and that the amount of Management Leave I am requesting to sell-back is limited to the amount necessary to meet the financial hardship, including any amounts necessary to pay federal, state, or local income taxes reasonably anticipated to result from the sell-back. By signing below, I accept full liability for all tax or other financial consequences in the event that a taxing authority later finds any of the information provided in this affidavit to be inaccurate."

City of Oakland to IFPTE, Local 21

City Counter Proposal (CCP) to Union Proposal # 10

Distributed on June 20, 2022

Article 8: Insurance Programs

Interest: City Intends to address the Union's Proposal on Dental Insurance

8.6 Dental

The City agrees to contribute an amount equal to one hundred percent (100%) of the cost of employee and dependent coverage in the City dental plans, which include orthodontia, **implants** and a preferred provider option. For the purpose of this provision, dependents shall include domestic partners of represented employees who have filed a Declaration of Domestic Partnership in accordance with established City policy. The City shall meet and confer regarding any reduction in benefits to the extent it is within the mandatory scope of bargaining required by state law.

Effective ~~July 1, 2022~~ January 1, 2023, the City shall provide at least one dental plan with annual coverage of no less than \$2,000 ~~and with rollover of the unused amount to the next year.~~

2022 Successor Negotiations
 IFPTE Local 21 Proposal to City of Oakland
 UP 2: 04-01-2022
 CCP to UP 2: 6-24-2022
 UP2-2: 6-27-2022
 CCP to UP 2-2: 6-27-2022
 UP 3: 6-29-2022
 CCP to UP 2-3: 7-11-2022
 UP 4: 7-12-22



Union Proposal 2-4

5.2 Special Market Equities

Classification	Wage Increase first full pay period after October 1, 2022
Assistant Engineer I (Field)	7.5%
Assistant Engineer I (Office)	7.5%
Assistant Engineer II (Field)	7.5%
Assistant Engineer II (Office)	7.5%
Civil Engineer (Field)	7.5%
Civil Engineer (Office)	7.5%
Supervising Civil Engineer (Field)	5%
Supervising Civil Engineer (Office)	5%
Principal Civil Engineer	5%
Assistant Transportation Engineer	7.5%
Transportation Engineer	7.5%
Supervising Transportation Engineer	5%
Fire Protection Engineer	7.5%
Criminalist I	2.5%

2022 Successor Negotiations
IFPTE Local 21 Proposal to City of Oakland
UP 2: 04-01-2022
CCP to UP 2: 6-24-2022
UP2-2: 6-27-2022
CCP to UP 2-2: 6-27-2022
UP 3: 6-29-2022
CCP to UP 2-3: 7-11-2022
UP 4: 7-12-22



Union Proposal 2-4

Criminalist II	2.5%
Senior Center Directors	5%
Human Resource Analyst	7.5%
Human Resource Analyst (CONF)	7.5%
Assistant Human Resource Analyst	7.5%
Chief of Party	5%

City of Oakland to IFPTE, Local 21
City Proposal (CP-1) # 19, Amended
Distributed on July 11, 2022

Appendix TBD: Move Classifications From UM2 To UM1

Interest: City's interest is to better align representation units by moving classifications in the UM2 rep unit to UM1 that are in a pay grade 22 (\$185,039/year).

~~The parties agree to move the following classifications in the UM2 bargaining group to UM1 that are in paygrade 22: Project Manager II, Rent Adjustment Program Manager, Technology Program Manager, and Oracle Operations Manager. The parties shall jointly initiate those steps that may be necessary to implement this change, including any action before the City Council and the Civil Service Board within 60 days of ratification of this agreement. Represented employees in the above classifications that were hired before July 1, 2022, will maintain their civil service status, including property rights, that they had while in the UM2 representation unit for the duration of their employment in the above classifications.~~

The City and the Union agree to commence a meet and confer process by December 31, 2022 on the subject of moving the following classifications in the UM2 bargaining group to UM1 that are in paygrade 22: Project Manager II, Rent Adjustment Program Manager, Technology Program Manager and Oracle Operations Manager. This meet and confer process is subject to the City's Employee Relations Rules and provisions of the Meyers-Milias-Brown Act (MMBA) concerning any proposed changes, including impasse.

City of Oakland to IFPTE, Local 21
City Proposal
Distributed on July 6, 2022

ARTICLE 10: VACATION LEAVE

10.1 Entitlement

A represented employee shall accrue vacation leave, from the date of the represented employee'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 (1) 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 represented employee's anniversary date. Vacation entitlement rates are as follows:

Date of hire to 4 years:	Ten (10) days per year
4th anniversary to 13 years:	Fifteen (15) days per year
13th anniversary to 16 years:	Eighteen (18) days per year
16th anniversary to 20 years:	Nineteen (19) days per year
20th anniversary to 26 years:	Twenty (20) days per year
26th anniversary to 30 years:	Twenty-five (25) days per year
30th anniversary:	Thirty (30) days per year

10.1.1 Extra Vacation Days

A represented employee shall be granted an Extra Vacation Day on the fourth (4th), ninth (9th), fourteenth (14th), nineteenth (19th), twenty-fourth (24th), and twenty-ninth (29th) anniversary date of her/his regular appointment by the City and every fifth (5th) anniversary date thereafter.

10.1.2 Additional Vacation Accrual

Instances where a new employee has had relevant years of service with a prior public sector employer, the City Administrator may authorize that new employee to accrue vacation at a higher rate other than the initial rate but not to exceed fifteen (15) days per year.

10.1.3 Pandemic Service Stipend

Effective first full pay period following City Council adoption, each full-time bargaining unit member will receive a one-time benefit of five (5) days (1 workweek) of Extra Vacation Leave.

Part Time employees in paid status on adoption will receive vacation time pro-rated based on their schedule.

City of Oakland to IFPTE, Local 21
City Proposal
Distributed on July 6, 2022

[This provision will expire on June 30, 2025.](#)

2022 Successor Negotiations
IFPTE Local 21 Proposal to City of Oakland
UP 9: 05-16-22
CCP 1 to UP 9: 6-20-22
UP 9-2: 6-27-22
City maintained 6-20-22 proposal in 6-27-22 Package Response
UP 9-3: 6-29-22



Union Proposal 9-3

9.8 FMLA/CFRA, Pregnancy Disability, Paid Family Leave For Baby Bonding, And Unpaid Family Leave (UFL)

Represented employees are eligible for protected leave under the California Family Rights Act ("CFRA"), the Federal Family and Medical Leave Act ("FMLA"), and the California Pregnancy Disability Leave Act ("PDLA"). The provisions of this Agreement and City policies shall be applied consistent with applicable state and federal law and in accordance with Administrative Instruction 567 as it may be amended from time to time.

Local 21 members are not eligible for California's Paid Family Leave (PFL), a State Disability Insurance (SDI) benefit because Local 21 has opted out of SDI.

Unpaid Family Leave (UFL)

It is the intent of this section to provide Local 21 members with up to six weeks of unpaid family leave (UFL) to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner under the same terms as California's PFL, as administered by SDI. To receive UFL, a unit member must be eligible for leave under California's Family Rights Act and/or the Family Medical Leave Act.

Paid Family Leave For Baby Bonding

The City agrees to provide eligible employees up to ~~six~~ **eight** weeks of paid leave in a twelve (12) month period at the rate of sixty percent (60%) of his/her base wage rate or ~~\$1,173.00~~ **\$1540.00** per week whichever is lower, less applicable withholdings, for "baby bonding." This partial wage continuation shall be referred to as "Paid Family Leave for Baby Bonding." The term "Baby Bonding" is defined in accordance with the California Family Rights Act ("CFRA") and shall mean bonding with a

2022 Successor Negotiations
IFPTE Local 21 Proposal to City of Oakland
UP 9: 05-16-22
CCP 1 to UP 9: 6-20-22
UP 9-2: 6-27-22
City maintained 6-20-22 proposal in 6-27-22 Package Response
UP 9-3: 6-29-22



Union Proposal 9-3

newborn, adopted child, or child placed for foster care in the first year of his/her life or placement. To be eligible for this ~~six-week~~ **eight-week** partial wage continuation and protected leave, employees must be eligible for leave under the California Family Rights Act. Employees need to submit all requests for Paid Family Leave for Baby Bonding to the Risk Management Division of Human Resource Management and may be required to provide medical documentation supporting the claim.

An employee may use accrued leave balances to bring them up to 100% of their base wage rate or salary while on UFL and Paid Family Leave for Baby Bonding concurrently with leaves taken under those Acts.

The previous paragraphs are not subject to the grievance procedure. This language shall not be construed as a waiver of any right to meet and confer over the changes in Administrative Instruction 567, if such changes are within the mandatory scope of bargaining.



UCP 1 to CP 15

14.7.2 Certification Of Eligible To Fill Vacancies

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

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

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

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



UCP 1 to CP 16

14.4.2 Certification Of Eligibles To Fill Vacancies

Whenever a position in the classified Civil Service is to be filled, for which no reinstatement list exists, the appointing authority shall receive a list of four (4) ranks. In the case of multiple vacancies, the appointing authority shall receive a list of four (4) ranks, 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.

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

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

City of Oakland to IFPTE, Local 21

City Proposal Counter Proposal to Union Proposal #3

Distributed on June 30, 2022

Letter of Understanding between International Federation of Professional & Technical Engineers Local 21 ("Local 21") and the City of Oakland ("Oakland")

This represents an agreement between Local 21 and the City of Oakland related to telecommuting. The City has an Administrative Instruction 594 Employee Telecommute Program Policy ("AI 594"). The parties intend to modify AI 594 in the following ways understanding it applies Citywide and the City will need to address the matter with other labor groups in the City. Pending formal amendment of AI 594, the provisions of this LOU will apply to Local 21 represented classifications. This LOU is intended to supplement AI 594.

1. A supervisor or Department will have up to thirty (30) working calendar days from receipt of a complete telecommute application to respond to said request. Supervisors may request an extension of this timeframe.
2. ~~If a supervisor or Department does not respond within thirty (30) working days of receipt of a complete telecommute application or the represented employee believes the request was denied for arbitrary or capricious reasons, the request may be elevated to the Department Head or designee for review.~~ An employee may apply to participate in the Telecommuting Program. Departments shall approve or deny the telecommuting request within thirty (30) calendar days of the employee's application. Denial of telecommuting requires a written justification of how the employee's request does not meet with the policy guidelines. If the telecommuting request is not responded to by the department within thirty (30) calendar days, the request shall be forwarded to the City Administrator Human Resources Director or designee within the City Administrator's Office for consideration. In the event of a dispute regarding requests for telecommuting, the Department Director (or designee), impacted employee, and Union shall meet with the City Administrator Human Resources Director or designee within the City's Administrator's Office within thirty (30) calendar days from the day the telecommuting request was forwarded to City Administrator's Office Human Resources Director to attempt to reach an agreement. Telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. The decision of the Department Head Human Resources Director or designee is final.
3. Employees may not remotely perform their City job from outside of the State of California. Working remotely from out-of-state creates tax and other potential liabilities and operational impacts, including limiting the ability of an employee to timely respond to a requirement to report for on-site work. There may be limited circumstances where an employee may receive approval to work remotely from out-of-state for a brief, defined period of time; however, such remote out-of-state telecommuting requires approval by both the employee's Department Head or designee and the City's Human Resources

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City of Oakland to IFPTE, Local 21

City Proposal Counter Proposal to Union Proposal #3

Distributed on June 30, 2022

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

This LOU becomes effective following Council adoption of the successor Memorandum of Understanding. The provisions of this LOU is not subject to the grievance procedure of the MOU. This LOU shall expire with the adoption of the above changes into the AI 594 or June 30, 2025 whichever occurs first.

City of Oakland to IFPTE, Local 21

City Counter Proposal (CCP) 3 to Union Proposal (UP) # 4-3

Distributed on June 27, 2022

Interest: City Intends to address Union Proposal #4-2 in a Letter of Understanding between the Parties.

Local 21 language in green font.

City language in red font.

Letter of Understanding (“LOU”) between the City of Oakland and IFPTE Local 21

The City of Oakland (“City”) and the International Federation of Professional & Technical Engineers Local 21 (“Local 21”) (collectively the “Parties”) recognize the ongoing nature of the COVID-19 pandemic. The Parties agree to the following provisions regarding COVID-19 exposure notification and employees that are experiencing COVID-19 exposure or symptoms.

COVID-19 Notification

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

COVID-19 and Other Illness Exposure and/or Symptoms

~~Represented employees who have been notified of an exposure to COVID-19 shall have the option to telecommute upon supervisor approval.~~

~~Employees who contact supervisors from home advising that they are experiencing COVID-19 like symptoms, or other illness shall have the option to telecommute, upon supervisor approval.~~

Represented employees may request to telecommute because of a COVID-19 exposure or if they are experiencing COVID-19-like symptoms but are still able to work. This telecommuting option is subject to **approval by the Department Head approval or designee** and shall not exceed 10 working days for every instance. Any employee telecommuting arrangement is subject to Administrative Instruction 594. ~~Members may be able to donate sick leave under Administrative Instruction 537 for any employee in a position not eligible for telecommuting for COVID and COVID-related illnesses.~~

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City of Oakland to IFPTE, Local 21

City Counter Proposal (CCP) 3 to Union Proposal (UP) # 4-3

Distributed on June 27, 2022

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

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

City of Oakland to IFPTE, Local 21

City Proposal Counter Proposal to Union Proposal #8-2

Received: May 12, 2022

Counter Proposal: June 24, 2022

Article 5: Compensation 5.3

Salary Adjustments/Deductions

5.3.5 Internal Parity Adjustments for the Planner and Transportation Planner Series in the Departments of at the Planning & Building and Transportation ~~Department~~

The wage for the classification of annual salary for the AP269 ~~Planner I (AP269)~~ in representation unit TW1 shall ~~be~~ increased to the same level as the classification of Transportation Planner I (AP453) and remain in representation unit TW1. ~~Transportation Planner I.~~

The wage for the classification of Planner II annual salary for the (AP272) ~~Planner II in representation unit TW1~~ shall ~~be~~ increased to the same level as the classification of Transportation Planner II (-AP454) and remain in representation unit TW1. ~~Transportation Planner II.~~

The wage for the classification of Planner III annual salary for the (AP274) in representation unit TW1 ~~Planner III~~ shall ~~be~~ increased to the same level as the classification of Transportation Planner III (-AP455) and shall remain in representation unit TW1. ~~Transportation Planner III.~~

The wage for the classification of Planner IV annual salary for the (AP277) in representation unit TW1 ~~Planner IV~~ shall be increased to the same level as the classification of Senior Transportation Planner -(TR187) and be re-designated to representation unit UM2. ~~Senior Transportation Planner.~~

The wage for the classification of Planner V annual salary for the (AP279) ~~Planner V~~ shall be increased to the same level as the Manager, Transportation (MA164) and be re-titled to Manager, Planning and be re-designated to representation unit UM1. ~~Manager, Transportation.~~

The wage for classification of Manager, Zoning (EM208) shall be increased to the same level as the Manager, Transportation (MA164) and be re-designated to representation unit UM1.

The City is required to make the necessary classification changes, which requires updating the classifications, noticing the union of the classification

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City Proposal Counter Proposal to Union Proposal #8-2

Received: May 12, 2022

Counter Proposal: June 24, 2022

changes, adopting the changes through the required Civil Service Board process, and adopting the changes through the required City Council process. Incumbents will change representation and Civil Service status to align with the above designations when the above processes are complete but no later than the first full pay period of January 2023.

City of Oakland to IFPTE, Local 21

City Proposal (CP) # 08.2

Distributed on June 20, 2022

11.1 Designated Holidays

Interest: City Intends to delete “Lincoln Day” and add “Cesar Chavez Day” and “Juneteenth National Independence Day”

11.1 Designated Holidays

The following days of each year are designated holidays:

11.1.1 January 1st.

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

~~11.1.3 February 12th, known as “Lincoln Day.”~~

11.1.4 The third Monday in February, known as “Presidents’ Day.”

~~11.1.4~~ 11.1.5 March 31st, known as “Cesar Chavez Day.”

~~11.1.5~~ 11.1.6 The last Monday in May known as “Memorial Day.”

11.1.7 June 19th, known as “Juneteenth National Independence Day”

~~11.1.6~~ 11.1.8 July 4th.

~~11.1.7~~ 11.1.9 The first Monday in September, known as “Labor Day.”

~~11.1.8~~ 11.1.10 September 9th, known as “Admission Day.”

~~11.1.9~~ 11.1.11 November 11th, known as “Veterans’ Day.”

~~11.1.10~~ 11.1.12 The Thursday in November appointed as “Thanksgiving Day.”

~~11.1.11~~ 11.1.13 The Friday after “Thanksgiving Day.”

~~11.1.12~~ 11.1.14 December 25th.

~~11.1.13~~ 11.1.15 Floating holiday, subject to prior approval of the department head.

City of Oakland/IFPTE Local 21

2022

City of Oakland to IFPTE, Local 21

City Proposal (CP) # 08.2

Distributed on June 20, 2022

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

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



UCP 1 to CP 2

5.4.3 Salary Step Advancement

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

Advancement within the salary schedules specified for a represented employee's classification assigned to the salary step plan shall be on the basis of one (1) year's satisfactory service, as evidenced by a Performance Appraisal. A salary step increase for a represented employee who is entitled to such an increase shall be effective at the beginning of the pay period in which the anniversary date of appointment in the classification falls. Represented employees may receive no more than one (1) step increase per year under this section. However, the appointing authority may approve a one-step advancement at a time increment of less than one year if there has been unusual difficulty in retaining competent employees at the lower step or if a unit member has demonstrated outstanding achievement in the public service. Subsequent step advancement shall resume on the incumbent's anniversary date. **The City will provide notice to the Union, which shall include the reason for the increase, prior to providing an off schedule step increase.**

Tentative Agreement Between City of Oakland and IFPTE, Local 21
June 13, 2022

Article 5: Compensation 5.6.5 Bilingual Pay 5.6.5.1 Level 1 Certification To be eligible for Level 1 Certification, a represented employee must have the ability to effectively communicate with the public in a Department-designated and City-approved non-English language. Represented employees certified with Level 1 skills shall be paid forty-five dollars (\$45) per pay period. A represented employee shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in this section and Section 5.6.5.2 shall not be pyramided. **Represented UH1 members at Oakland Fire Communications and Oakland Police Communications, who are assigned to 7 days a week, twenty four (24) hour operations, with Level 1 skills shall be paid \$0.60 per hour for all hours worked. ~~Periods of paid leave will be paid in accordance with Section 5.6.16.~~**

5.6.5.2 Level 2 Certification To be eligible for Level 2 Certification, a represented employee must have the ability to translate conversations and written materials in a Department-designated and City-approved nonEnglish language. Represented employees certified with Level 2 written translation skills shall be paid ninety dollars (\$90) per pay period. A represented employee shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in this section and Section 5.6.5.1 shall not be pyramided. **Represented UH1 members at Oakland Fire Communications and Oakland Police Communications, who are assigned to 7 days a week, twenty four (24) hour operations, with Level 2 skills shall be paid \$1.20 per hour for all hours worked. ~~Periods of paid leave will be paid in accordance with Section 5.6.16.~~**











2022-07-13 (2571-093) Total Tentative Agreement (002)

Final Audit Report

2022-07-14

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City of
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