

Comprehensive Tentative Agreement

The following represents the comprehensive Tentative Agreement between the City of Oakland and SEIU, Local 1021. This tentative agreement is a package including compromises on both sides. Both parties have agreed to recommend this package for member ratification and adoption by the City Council. Upon approval by both parties, an amended MOU will be prepared to incorporate the terms set forth herein.

1. Term of Agreement

- July 1, 2022 to June 30, 2025

2. Salary Increase [MOU Sec. 5.1.1]

- Fiscal Year 2022-23: **5.0%** effective as follows:
 - o First full pay period following later of July 1, 2022 or Council adoption: 5.0%
- Fiscal Year 2023-24: **5.0%** effective as follows:
 - o First full pay period following later of July 1, 2023 or Council adoption: 2.5%
 - o First full pay period following later of January 1, 2024 or Council adoption: 2.5%
- Fiscal Year 2024-25: **4.0%** effective as follows:
 - o First full pay period following later of July 1, 2024 or Council adoption: 2.0%
 - o First full pay period following later of March 1, 2025 or Council adoption: 2.0%

3. Equity Adjustments

- City 7/8/22 Proposal (Attached)

4. 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.
- Effective upon expiration of the current state of California provided sick leave designated SB 114 (SPSL) leave, each full-time bargaining unit member will receive a one-time benefit of five (5) days (1 workweek) of SB 114 (SPSL) sick leave. This sick leave shall expire three months after it is issued by the City.
- Part Time employees (SB1, SC1, and SD1) in paid status on adoption will receive vacation and SB 114 (SPSL) time pro-rated based on their schedule.
- Note: SI1 employees already granted a floating holiday in Parties' Tentative Agreement on holiday proposal

5. Medical/Dental

- City 7/8/22 Counter to UP # 1 Dental (Attached)

City of Oakland/SEIU Local 1021

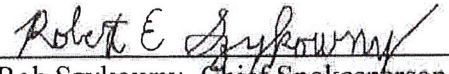
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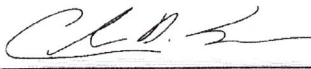
City of Oakland to SEIU, Local 1021
Comprehensive Tentative Agreement

6. Certification of Eligibles (MOU Article 14)
 - Union Counter to City Proposal # 10 (Attached)
7. Promotional, Restricted, and Open Examinations (MOU Section 14.7)
 - City Proposal # 9 (Attached)
8. OPW and DOT Lead Worker Premium (MOU Section 5.5.18)
 - City 7/8/22 Counter to Union Proposal # 3 (Attached)
9. OPD Civilian Disciplinary Process
 - City 7/8/22 Counter to Union Proposal # 22 (Attached)
10. Appendix I (TPT)
 - City 7/8/22 Counter to Union Proposal # 30 (Attached)
11. Arbitration List (MOU Article 15.2.4)
 - Union 7/8/22 Proposal (attached)
12. Animal Control Washer/Dryer (not for inclusion in MOU)
 - City will purchase new washer and dryer for Animal Control no later than December 31, 2022

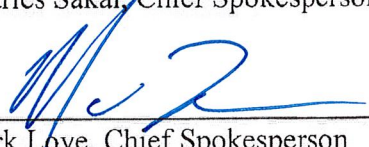
For SEIU Local 1021:

City of Oakland:


Rob Szykowny, Chief Spokesperson


Charles Sakai, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022

Tentative Agreements

The City and Union agree to include all tentative agreements reached by the parties as of July 8, 2022.

- Sec. 2.1 Discrimination Prohibited (5/3/22)
- Sec. 5.4.3 Salary Steps (6/14/22)
- Sec. 5.5.5 Acting Pay (6/01/22)
- Sec. 5.5.14 Certified Training Officer (OPD and OFD) (6/1/22)
- Sec 5.6.1.4 Meal Allowance (7/8/22)
- Sec. 5.6.2 Uniform Allowance (7/8/22)
- Sec. 5.6.5 Safety Shoe Voucher (6/22/22)
- Sec. 5.7 Required Licenses and Certification (6/22/22)
- Sec. 8.4.2.8 Traumatic Incident Leave (6/15/22)
- Sec. 10.6 Personal Business Leave (5/3/22)
- Sec. 11.1 Designated Holidays (6/22/22)
- Sec. 14.14 Professional Development Amount (7/8/22)
- App. C Professional Development Classifications (6/7/22)
- Sideletter Health and Safety (COVID 19) (6/29/22)
- LOU Telecommute LOU (7/6/22)
- LOU Animal Control Sideletter (6/15/2022)
- Sideletter Workers Compensation (7/6/22)

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 Comprehensive Tentative Agreement.

APPENDIX K

JOINT SALARY SURVEY

~~The Union and City agree to conduct a joint compensation survey with a mutually agreed upon third party compensation consultant. By March 2016, the Union and City shall each propose twenty (20) classifications, selected alternately, to study based upon internal equity, external equity, and/or changes to classifications. Both parties agree to fund the study with \$10,000 each.~~

~~The selection of the consultant and study shall commence during the term of the agreement. The study shall be completed by January 2017. The findings of the study shall be forwarded to the parties for 2017-2018 successor negotiations.~~

APPENDIX K

EQUITY

~~Unit members in the classifications of Police Communications Dispatcher and Fire Communications Dispatcher shall receive a 2% equity adjustment effective the second pay period following the Oakland City Council's adoption of this Agreement. Unit members in the classifications of Police Communications Dispatcher and Fire Communications Dispatcher shall receive a 1% equity adjustment effective the first full pay period following July 1, 2018.~~

Unit members in the below classifications (applies to SB1, SC1, SD1 and SI1) will receive an equity adjustment of 3% effective the first full pay period of October 2022:

- **Specialty Combination Inspector**
- **Specialty Combination Inspector, Senior**
- **Police Communications Dispatcher**
- **Fire Communications Dispatcher**
- **Construction Inspector**
- **Construction Inspector, Sr.**
- **Public Works Maintenance Worker**

City of Oakland/SEIU Local 1021

2022

City of Oakland to SEIU, Local 1021 (amended)
City Counter Proposal (CP) to Union Proposal #9
Distributed on July 8, 2022
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- **Sewer Maintenance Worker**
- **Librarian II**
- **Parking Control Technician**
- **Park Attendant**

Unit members hired into the classification of Police Communications Dispatcher or Fire Communications Dispatcher following the Oakland City Council's adoption of this Agreement shall receive a \$500.00 (five hundred dollars) bonus upon successful completion of their probationary period.

Unit members who are laterally hired into the classification of Police Communications Dispatcher or Fire Communications Dispatcher following the Oakland City Council's adoption of this Agreement shall serve a six (6) month probationary period.

City of Oakland/SEIU Local 1021

Per 11/12
7/18/22
@ 11:12

2022

City of Oakland to SEIU, Local 1021
City Counter Proposal to Union Proposal #01
Distributed on July 8, 2022

Dental Insurance

July 8, 2022

Interest: The City is submitting its counterproposal to UP #01

Dental Insurance

7.3 Dental Insurance (Applies to SB1, SC1, and SD1 only)

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, "dependent" shall include domestic partners of unit members who have filed a Declaration of Domestic Partnership in accordance with established City policy.

Effective July- 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.

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
TENTATIVE AGREEMENT
Article **14.6 Examinations**
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City Proposal #10

14.6 Examinations (SB1, SC1, SD1, and SI1)

14.6.1 Residency

A unit member who is a City of Oakland resident competing in an examination shall be given an additional five (5) points 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 Employees (Applies to SB1, SC1, SD1 and SI1)

14.6.2.1 A unit member who has completed ten (10) or more full years (1950 for 37.5 hour work week or 2080 for 40 hour work week equals one year) of City service in any classification 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 in any classification 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.

14.6.2.3 Calculation of seniority points shall be effective as of the most recent examination date, of the job announcement. If there are multiple examination stages, the date of the last examination stage will be used. If the last examination stage is conducted over multiple days, the last of those dates will be the calculation date.

14.6.3 Certification of Eligibles to Fill Vacancies (Applies to SB1, SC1, SD1 and SI1)

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) ranks. In the case of multiple vacancies, the appointing authority shall receive a list of 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.


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The parties agree that timely appointments are important to attract and retain highly qualified unit members. 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.


14.6.4 Selective Certification Notice (Applies to SB1, SC1, SD1, and SI1)

City may require additional and special qualifications and experience for a civil service position as provided for in the Personnel Manual of the Civil Service Rules Section 5.03 - Selective Certification. For classifications represented by the Union, the City will notify the Union and provide a statement of reasons for such qualifications and experience at least five (5) working days in advance of the job announcement being posted. The City shall consult with the Union upon request regarding the notice

For SEIU:


Rob Szykowny, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022

CITY OF OAKLAND AND SEIU, LOCAL 1021
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Article 14.7 – PROMOTIONAL, RESTRICTED, AND OPEN EXAMINATIONS
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City Proposal # 09

PROMOTIONAL, RESTRICTED, AND OPEN EXAMINATIONS

ARTICLE 14: PERSONNEL PROVISIONS

(Applies to SB1, SC1, SD 1, and SI1 as designated by subsection)

- 14.7 Promotional, Restricted, and Open Examinations (Applies to SB1, SC1, SD1, and SI1 as designated)
- A. For SEIU represented promotional classifications, and prior to any future open examination postings, the City shall hold Restricted examinations, open only to SEIU-represented permanent employees of the City and Port of Oakland, and may, with Union agreement, hold concurrent Open examinations. Candidates on the Restricted eligible list shall be certified to the hiring department and interviewed for positions before candidates on the Open eligible list may be certified to a department. This provision excludes positions in continuous recruitment and selectively certified positions. (SB1, SC1 and SD1 only)
- B. Where there are part time classifications (TPT) for which there are corresponding permanent part time and full time (PPT and FT) entry level classifications and there are more than eight (8) TPT incumbents (for example: Custodian; Parking Control Technician; Library Assistant; etc.), the City shall hold Restricted examinations open only to part time (TPT) employees of the City of Oakland. When there are fewer than eight (8) incumbents of the corresponding part time classification or with Union agreement regardless of the number of incumbents, the City may hold both Restricted and Open examinations concurrently. In either event, candidates on the Restricted eligible list shall be certified to the hiring department and interviewed for positions before candidates on the Open eligible list. (SI1 only)
- .C. For Section A and B above, there are two reasons why an open recruitment may be conducted (SB1, SC1, SD1, and SI1):
1. The Restricted announcement does not yield enough applicants who meet the minimum qualifications for the classification, for the current vacancies at the time the job announcement closes, to meet the number of candidates required by the certification rule of the Civil Service Rules (5.02 – rule of four ranks) to certify to the departments./agencies.
 2. No Restricted recruitment candidate was selected for hire.

CITY OF OAKLAND AND SEIU, LOCAL 1021
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Article 14.7 – PROMOTIONAL, RESTRICTED, AND OPEN EXAMINATIONS

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- C. For SEIU represented PPT and FT entry level classifications (See Appendix ~~FG~~), the City shall hold Restricted and Open examinations. Candidates individuals on the Restricted eligible list shall be certified to the hiring department and interviewed for positions before individuals on the Open eligible list may be certified to the department. (SB1, SC1, SD1, and SI1)
- D. For all classifications, an Open examination may be conducted any time a Restricted eligible list is exhausted prior to its expiration, that is, when all candidates on a Restricted eligible list have been interviewed and the current vacancies on an authorized requisition have not been filled.
- E. For all classifications, an Open examination may be conducted when a Restricted eligible list is exhausted prior to its expiration, that is, when all candidates on a Restricted eligible list have been interviewed and the current vacancies on an authorized requisition have not been filled.
- F. The definitions for Open/Competitive and Restricted are (SB1, SC1, SD1, and SI1):
 - 1. Open/Competitive: An examination procedure open to the general public as well as current City employees.
 - 2. Restricted: An examination limited to full or part time City employees who meet the minimum qualification of the class to be examined. The Personnel Director may limit Restricted examinations to incumbents of related classifications, which shall be part of the job announcement.

14.7.1 Announcements of Promotional and Restricted Examinations (Applies to SB1, SC1, SD1, and SI1)

The City agrees routinely to make information regarding promotional and restricted examinations available each month ~~in advance~~ to unit members. The City shall post job announcements for SEIU- represented classifications for a minimum of ten (10) working days and the announcements can be found on the City's job page. at ~~www2.oaklandnet.com/government/o/HumanResources/index.htm~~

~~The City agrees to send a copy of all open, restricted, and promotional job announcements to the Union.~~

The City shall provide SEIU notification of SEIU represented job announcements at or before the posting of job announcement.

14.7.2 Oral Board Procedure (Applies to SB1, SC1 and SD1 only)

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Article 14.7 – **PROMOTIONAL, RESTRICTED, AND OPEN EXAMINATIONS**

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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 Human Resources Management Department 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 may use in-house raters only with the Union's agreement.

14.7.3 Certification of Eligibles to Fill Vacancies (Applies to SB1, SC1, SD1 and SI1)

Whenever a promotional or restricted 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 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 interviewed ~~considered~~ for the appointment before individuals on the original entrance eligible list(s) are certified to the department. In the event a referred person fails to respond or waives an interview, the department may receive a replacement rank or additional name.

The parties agree that timely appointments are important to attract and retain highly qualified unit members. 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.

For recruitments that result in six (6) or fewer qualified applicants who meet the minimum qualifications of the position, the Personnel Director may establish an eligible list and certify eligible candidates to the appointing authority for consideration in alphabetical order. Departments shall be required to consider all names on the unranked list. (Ties are broken in accordance with 9.02 (b) of the Civil Service Rules).

14.7.4 Results/Information (Applies to SB1, SC1, SD1 and SI1)


Unit members who are not selected for the appointment shall, upon request, receive a written statement of the reason(s) for their non-selection.

CITY OF OAKLAND AND SEIU, LOCAL 1021
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Article 14.7 – PROMOTIONAL, RESTRICTED, AND OPEN EXAMINATIONS

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For SEIU:



Rob Szykowny, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson

Date: 7/12/2022

For City:


Charles Sakai, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: July 13, 2022


[New Section]

5.5.18 OPW and DOT Lead Worker Premium

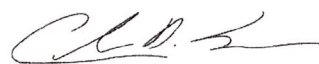
For purposes of this section, "Qualified Lead Worker" shall mean a Street Maintenance Leader, a Sewer Maintenance Leader, or an employee assigned to act in one of those classifications pursuant to Section 5.5.5, and who works for Oakland Public Works or the Department of Transportation.

A Qualified Lead Worker assigned as the leader for a crew consisting of (a) five or more other employees, and (b) including at least one Street or Sewer Maintenance Leader who is (1) assigned to drive a vehicle and (2) receiving the class B driving premium pursuant to Section 5.5.9.9, shall receive an additional \$1.50 premium per hour for all hours they are assigned to lead that crew.

For SEIU:


Rob Szykowny, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022

CITY OF OAKLAND AND SEIU, LOCAL 1021
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Appendix N – OPD Civilian Disciplinary Process for Professional Staff

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Union Proposal #22

**REVISION OF CIVILIAN DISCIPLINARY PROCESS FOR PROFESSIONAL STAFF
MEMBERS IN OPD**

The City is committed to working with SEIU, Local 1021 on the reformation and revision of the Civilian Disciplinary Process for unit members permanently assigned to the Oakland Police Department that conforms with Administrative Instruction 523.

As part of this commitment, ~~and in the spirit of collaborative labor relations~~ the City agrees to **convene a committee** ~~submit a Revised Discipline Policy to with~~ SEIU no later than ninety (90) days following ratification of this Agreement. ~~This Revised Discipline Policy may include~~ **The committee will include up to 4 members from the City and 4 representatives from SEIU 1021. The committee will endeavor to develop a Revised Disciplinary Process for Professional Staff Members.** ~~but is not limited to the following~~ The topics the committee will address may include but are not limited to the following items:

- The Manual of Rules ("MOR") violations that will normally be investigated as a Division Level Investigation(s) and those that must be investigated by the Internal Affairs Division, including an evaluation of how cases with more than one MOR violation is investigated, and how cases involving both civilian (non-sworn) and sworn subjects may be handled in the same investigation.
- An articulation of rights sworn members of the Oakland Police Department are entitled to under the Police Officer Bill of Rights that the Department extends to civilian employees;
- A disciplinary approval process that involves Employee Relations, as set forth in Administrative Instruction 523;
- Coordination of investigations involving Administrative Instruction (AI) 71 allegations with the Equal Opportunities Program Department;
- A revised Discipline Matrix setting forth a separate range of discipline for certain Manual of Rules violations solely for civilian employees

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Appendix N – OPD Civilian Disciplinary Process for Professional Staff


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- Procedures ensuring SEIU receives any notice of intent to discipline, Skelly packet, and/or notice of discipline issued to one of its unit members; and
- Procedures to ensure the City and the Police Department comply with the Revised Discipline Policy.


The City will then provide an opportunity to SEIU to meet and confer over the proposed Policy within sixty (60) days following the City's submission of the Revised Discipline Policy. The City will not make any revisions that would take the City out of compliance with any Task Order set forth in the Negotiated Settlement Agreement.

No proposed revision shall be inconsistent with any provision of this MOU. If no agreement is reached between the parties within 60 days of the commencement of the meet and confer process or any extension of time to which the parties have mutually agreed, each party may submit its last best and final offer. Upon the declaration of impasse, the parties shall go to mediation and if the union requests, fact finding. The parties shall request a mutually agreed upon mediator from the California State Mediation and Conciliation Service ("CSMCS"). If the parties cannot reach an agreement on a mediator, the parties shall request that CSMCS appoint a mediator. Within six months of the final implementation of the Revised Discipline Policy, the City shall also train supervisors and managers of civilians in the Oakland Police Department on the process and techniques for conducting investigations.

For SEIU:


Rob Szykowny, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson


Felipe Cuevas, Chief Spokesperson


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022

Appendix I: Temporary Part Time Employment (TPT) SI1

APPENDIX: I

TEMPORARY PART TIME EMPLOYMENT (TPT) SI1

The City may hire temporary part time employees for work that is:

1. Seasonal or of a sporadic nature (e.g. seasonal work is work fluctuating or restricted according to the season or time of the year; sporadic is work occurring at irregular intervals.)
2. Designed to complete a special project or program that has a beginning and ending date which calls for the employee to work no more than 960 hours in a fiscal year.
3. To augment permanent staff (e.g. weekend/holiday coverage, animal care), accommodate scheduling requirements, and/or other operational needs, where such augmentation cannot be accomplished by hiring additional permanent staff.
4. Of a nature that requires limited hours per day or per week because of the nature of the service to be provided, including but not limited to: on call/backfill coverage, after school programming, lifeguarding, refereeing, officiating, crossing guards, cadets, specialized program instructors, and classroom support.

If the City is unable to appropriately staff due to the terms contained in 1-4 above, and experiences urgent operational issues, such as the pending closure of a program, the City and Union shall meet within two (2) business days to discuss staffing alternatives. The parties agree that the City shall not hire temporary part time employees for the sole purpose of denying benefits.

Restricted Hiring of Temporary Part Time Employees

For the twelve (12) months following the full ratification departments will use the temporary part time employees on payroll within their departments. If there are insufficient temporary part time employees within the department, as determined by the department head, including a pool for on-call work, the hiring of additional temporary part time employees must be expressly requested in writing by the department head for approval by the City Administrator's Office for the hiring of temporary part time employees.

This provision sunsets on the last day of the 12th month following the ratification of this full agreement. Full ratification means the approval of the labor agreement by the Union and City Council in open session.

City of Oakland to SEIU, Local 1021
City Counter-Proposal to Union Proposal #30
Distributed on July 8, 2022

Current Temporary Part Time Employees (TPT)

Notwithstanding Nos. 1-4 above, the City and Union agree that current temporary part time employees on City payroll as of the ratification of this agreement may work in ongoing recurring work that is outside of the terms of Nos. 1-4 above. The parties agree that the City will continue to employ temporary part time employees on payroll as of the ratification of this agreement, as determined by the City. The parties also agree that the classifications held by temporary part time employees who engage in ongoing recurring work may be converted to permanent part time or permanent full time classifications as funds permit, and as described in Section 14.7.

Temporary Part Time Employment (TPT) Conversion

The City may convert temporary part time (TPT) positions to permanent classified positions as funds permit. Effective forty-five (45) days after the execution of this MOU, a labor management committee will convene to identify and recommend to the City Administrator those temporary part time positions that could be converted to permanent classified positions. The goal of the committee is to select positions for conversion that will have a limited impact on department operations. The committee will consist of six (6) representatives from SEIU and six (6) representatives from the City. The committee will present a report to the City Administrator no later than December 31, 2022. The recommendations in the report will be reviewed and considered by the City administrator's office. This committee expires on June 30, 2023.

In the Fiscal Year 2023-2024 Adopted Budget, the City of Oakland will allocate **\$1,500,000 (one million, five-hundred thousand dollars)** to convert work performed by temporary part time employees to permanent positions. The priority of the committee will be to first review the following classifications:

Pool Manager, PT
Recreation Attendant I, PT
Recreation Specialists III, PT
Van Driver, PT
Park Attendant, PT
Library Aide, PT
Library Assistant, PT
Parking Control Technician, PT
Life Guard, PT
Crossing Guard, PT
Custodian, PT

CITY OF OAKLAND AND SEIU, LOCAL 1021
SUCCESSOR LABOR NEGOTIATIONS 2022
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Article 15 – Grievance Procedures
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Proposal: Union Proposal Proposal # 17

15.1.1 Step 4: Arbitration

Should the grievance remain unresolved, within twenty (20) working days of the meeting described in Section 15.2.3, the Union may advance the grievance to Step 4 by notifying Employee Relations, for example, in writing via email with a copy either by fax or US Mail. If the request to advance the grievance to Step 4 is not made within twenty (20) working days, it **shall** be considered withdrawn.

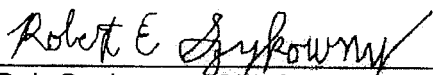
In any Grievance referred to arbitration, including before the Civil Service Board as set forth in Article 15.8, the parties shall select the arbitrator using a rotational alphabetical process of the Panel List noted below for the life of this Agreement.

- | | | |
|----|------------------------------|---------------------------|
| 1. | Margie Brogan | <u>Andrea Dooley</u> |
| 2. | Nancy Hutt | <u>David Hart</u> |
| 3. | John Kagel | <u>Nancy Hutt</u> |
| 4. | John LaRocco | <u>John Kagel</u> |
| 5. | Michael Rappaport | <u>Barbara Kong-Brown</u> |
| 6. | Robert Steinberg | <u>John LaRocco</u> |
| 7. | Phillip Tamoush | <u>Robert Steinberg</u> |
| 8. | Barry Winograd | <u>David Weinberg</u> |

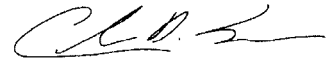
In the event an arbitrator is unavailable for arbitration, the next name on the panel list will be selected as the arbitrator.

If arbitration is selected, it is agreed that the arbitrator's decision shall be final and binding on all parties and the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement or of the Personnel Rules.

For SEIU:


Rob Szykowny, Chief Spokesperson

For City:


Charles Sakai, Chief Spokesperson

CITY OF OAKLAND AND SEIU, LOCAL 1021
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TENTATIVE AGREEMENT
Article **15 – Grievance Procedures**
Page 2 of 2

For SEIU:


Felipe Cuevas, Chief Spokesperson

For City:


Mark Love, Chief Spokesperson

Date: 7/12/2022

Date: July 13, 2022