City of Oakland – SEIU 1021 TPT Negotiations City Proposal TENTATIVE AGREEMENT

City Proposal: # A

Tendered to SEIU 1021 TPT: 7/31/13

Issue: Overpayment

SEIU 1021 Related Proposals/Counters: City's Related Proposals/Counters: 7/30/13

B. Salary Deductions

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 II.B.1.(a) or II.B.1. (b)

(a) 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.

The City will provide written notice to each employee when he/she receives a wage overpayment. The notice will advise the employee of the amount of the overpayment and request that the employee either reimburse the City for the full amount of the overpayment or consent to deduct the overpayment from the employee's paychecks. The notice shall also advise employees of the right not to consent, provided however, the City may pursue appropriate legal action.

(b) 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.

For SEIU	For City Lawra to 5th
Joe Keffer, Staff 07/31/13 Date:	D. LaWanna Preston, Employee Relations Dir. Date:

City of Oakland – SEIU 1021 TPT Negotiations City Proposal TENTATIVE AGREEMENT

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Dwight McElroy, Chapter President	Winnie Anderson, Employee Relations
Date: 1/1/	Date: $\frac{7/3}{/}$
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Michael Pandolfo TPT Citywide Chapter Chair	<i>;</i> ·
Date: 31/2017	
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Marcus Brown, Member	
Date: 7/31/2013	

City of Oakland – SEIU 1021 TPT Negotiations City Proposal TENTATIVE AGREEMENT

City Proposal: # B

Tendered to SEIU 1021 TPT: 7/31/13

Issue: Smoking (Health and Safety)

SEIU 1021 Related Proposals/Counters: City's Related Proposals/Counters: 7/30/13

C. Health and Safety. It is agreed by the City and the Union that 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 employees to work safely and efficiently.

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

The City may designate smoking areas for employees consistent with Ordinance 10760 C.M.S. and Administrative Instruction 4001, dated October 27, 1986.

The City will provide Hepatitis B vaccinations to part-time Unit SI1 employees in job classifications determined by the City's Risk Manager to be at risk of contracting Hepatitis B in the course of their duties.

Employees who work in the job classifications described in the full-time agreement memo of December 10, 1999 (or any subsequent revisions thereto) will receive blood borne pathogen training.

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For SEIU	For City: Danna Re Stern	•
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Dwight McElroy, Chapter President	Winnie Anderson, Employee Relations	
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Michael Pandolfb, TPT Citywide Chapter Chair		
Date: 07 31 2017		
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Marcus Brown, Member	·	
Date: 7/31/2013		

City Proposal: # C

Tendered to SEIU 1021 TPT: 10/23/13

Issue: New Hire Orientation

SEIU 1021 Related Proposals/Counters:

City's Related Proposals/Counters:

2. <u>Union Information.</u>

(a) New Hire Orientation

The City agrees to make reasonable efforts to provide City scheduled orientation regarding Oakland City government and information relevant to newly hired temporary part-time exempt SI-1 unit members within sixty (60) days of commencement of employment. A Union representative (steward, Chapter officer and/or Union staff member) shall be provided a minimum of 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.

City agrees to provide orientation material regarding Oakland City Government and other pertinent information to all new employees. City agrees to reasonably distribute to each new employee within the represented unit appropriate literature furnished by the Union.

- (a) City agrees to reasonably distribute to each new employee within the represented unit appropriate literature furnished by the Union. The Union shall be allowed 15 minutes at all group orientations for new employees in the SII representation unit. The City is not obligated to proactively provide the Union with advanced notification of such meetings.
- (b) The City shall furnish the Union, on a bi-weekly basis, the name, classification title and work location of all newly hired (or separated) employees subject to this Agreement. The City shall also furnish to the Union verification of dues deductions sent to the Union and of employee contributions transmitted to charitable organizations.
- (c) City agrees to provide orientation material regarding Oakland City Government and other pertinent information to all new employees.

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For SEIU:	•	For CITY:
Joe Keffer, Chief Spokesperson		Winnie Anderson,
Date: 10/23/13		Date: /0/e
Dwight McElroy, Chapter Presider	nt .	Sonia Lara, Principa
Date: 10 23 13	_	Date: 10/23
Michael Pandolfo, TPT Citywide C	Chapter Chair	
Date: 10 23 2013		
Marcus Brown, Member		
Date: 10/23/16		
Stephanie Hamilton, Member	-	
Date: 10/23/2013	<u> </u>	

For CITY:
Wannie Anderson, Chief Spokesperson
Date: 10/23/13
Di Lare
Sonia Lara, Principal ER Analyst
Date: 10/23/13

11/6/2013

City Proposal: # D

Tendered to SEIU 1021 TPT: 11/1/13:

Issue: Article IV Working Conditions Clean up of Section A

SEIU 1021 Related Proposals/Counters:

City's Related Proposals/Counters:

A. Hours of Work. The Department Head, subject to regulation and control by the City

Manager, shall determine the number of hours of work per day and work week which any part-time employee shall be required to work, or whether such part-time employee shall work at all,

provided, however, that in accordance with City Charter <u>Article IX</u>, Section <u>89</u>02, no part-time employee shall work more than one-half the established working hours within a <u>ealendar fiscal</u> year. Whenever feasible, each part-time employee shall be provided a written schedule of his/her hours of work.

shall be provided a written schedule of l	nis/her hours of work.
For SEIU:	For CITY:
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Joe Keffer, Chief Spekesperson	Winnie Anderson, Chief Spo
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Dwight McElroy, Chapter President	Sonia Lara, Principal ER An
Date:	Date: 11/6/13
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Michael Pandqlfo, TPT Citywide Chapter Chair	
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Marcus Brown, Member	
Date: ///06/19	
Stephanie Hamilton, Member	

Date: October 2, 2013

City's Counter: to Union Proposal 1

Wanna Preston, Chief Spokesperson

Issue: Article 1 – General Provisions

ARTICLE I - GENERAL PROVISIONS

Article 1. General Provisions C. Union Security

b (c) 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. Nothing in this section shall relieve the City of its obligation to deduct Union Security (dues) or Agency Fees under Article 1 C. (1) or (2) (a) & (b) above.

For CITY:

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For SEIU:
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Michael Pandolfo, TPT Citywide Chapter Chair
Michael Pandolfo, TPT Citywide Chapter Chair Date: 102 2013
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CITY OF OAKLAND CITY/SEIU LOCAL 1021 TPT NEGOTIATIONS 2013 TENTATIVE AGREEMENT

City's Counter: to Union Proposal 2	Tendered to Local 1021TPT: 8/7/13
Issue: Wages Article II.A	
Local 1021 Related Proposals/Counters:	
City's Related Proposals/Counters: 8/7/13	
A. Wages.	
1. Wage Increases. Wages for Memorandum shall be the same as those in	or represented employees covered by this a effect on June 30, 2008 July 1, 2013.
time classifications to the base pay of fi	where applicable, to raise the base pay of part- ull-time or permanent part-time classifications c, for classification titles in effect as of the date rstanding.
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Joe Keffer, Staff Date: 08/17//3	D. LaWanna Preston, Employee Relations Dir. Date:
Dunt me	
Dwight McElroy, Chapter President	Winnie Anderson, Employee Relations
Date:	Date: 8/7/3
Michael Dandolfo, TPT Citywide Chapter Chair	
Date: 07/2013	
Marc Barre	

Marcus Brown, Member Date: 08/07/13

CITY OF OAKLAND CITY/SEIU LOCAL 1021 TPT NEGOTIATIONS 2013 TENTATIAVE AGREEMENT

City's Counter: to Union Proposal 2	Tendered to Local 1021TPT: 8/7/13
Issue: Salary Steps Article II, Section C.2	
Local 1021 Related Proposals/Counters:	
City's Related Proposals/Counters: 8/7/13	
C. Salary Steps.	
employee's classification shall be on the basi thousand nine hundred and fifty (1950) hours o without having received during said two thousa (1950) hours of service time a step increase in who is entitled to such an increase shall be effect	within the salary schedule specified for an s of completion of two thousand (2000) one f continuous service time in such classification and (2000) one thousand nine hundred and fifty salary. A salary step increase for an employee tive at the beginning of the pay period in which as service time. Salary step increases will be
For SEIU	For City Sallanna to Sten
Joe Keffer, Staff Date: 08/07/13	D. LaWanna Preston, Employee Relations Dir. Date:
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Dwight McErroy, Chapter President Date:	Winnie Anderson, Employee Relations Date: 8/7//3
Michael Pandolfo, TPT Citywide Chapter Chair Date: 817 2015	
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Marcus Brown, Member	
Date: $8/7/13$	

CITY OF OAKLAND CITY/SEIU LOCAL 1021 TPT NEGOTIATIONS 2013 TENTATIVE AGREEMENT

City's Counter: to Union Proposal 2 Tendered to Local 1021TPT: 7/31/13

Issue: Library Premium Article II.D.7(a)

Local 1021 Related Proposals/Counters:

City's Related Proposals/Counters: 7/30/13

7. Special Premium Pay.

(a) A part-time Library Assistant, when assigned and in charge of a branch library, shall be paid an additional eighty-two cents for each hour so worked. This section shall sunset on June 30, 2014.

Effective July 1, 2014, a Library Assistant, Librarian I or Librarian II, when assigned and in charge of a branch library, shall be paid one dollar and twenty-five cents (\$1.25) an hour. This premium pay can be received in hourly increments and only one unit member at a time can receive this premium pay.

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Joe Keffer, Staff	D. LaWanna Preston, Employee Relations Dir.
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Dwight McElroy, Chapter President	Winnie Anderson, Employee Relations
Date: 7/3/13	Date:
Michael Pandolfo, TPT Citywide Chapter Chair	
Date: 07 31 2017	
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Marcus Brown, Member	
Date: 67/31/2013	

CITY OF OAKLAND CITY/SEIU LOCAL 1021 TPT NEGOTIATIONS 2013 TENTATIVE AGREEMENT

City's Counter: to Union Proposal 3 Tendered to Local 1021TPT: 08/15/13

Issue: City Provided Uniforms Article III, Section F

Local 1021 Related Proposals/Counters: proposal 6/12/13

City's Related Proposals/Counters: counter 8/7/13

F. 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.

Custodian

Parking Control Technician

Employees in the Public Works Agency (PWA) The unit members must may 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.

This Agreement shall not preclude the City from adding additional classifications, subject to the meet and confer process with SEIU Local 1021 and the City's Employee Relations Officer. The Union may raise concerns regarding additional classifications that may require uniforms.

The City agrees to provide raingear, <u>boots</u>, and coveralls for part time attendants and raingear for Parks and Recreation custodians who are temporary part-time employees assigned to vans for cleaning in work in open areas.

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Joe Keffer Staff	D. LaWanna Preston, Employee Relations Dir.
Date: 08/15/13	Date: 0/0//3
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Dwight McElroy, Chapter President	Winnie Anderson, Employee Relations
Date:	Date: 8/15/13
Michael Pandolfo, TPT Citywide Chapter Chair	
Date: 8/15/2017	

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Marcus Brown, Member
Date: 8/15/13
Stephanie Hamilton
Stephanie Renfrow Hamilton, Member
Date: 8/15/13

City Counter's: to Union Proposal 4	
Issue: Article II – DIRECT PAY FOR SERVIO	CES
D. Premium Pay	
3. Callback Pay. An employee who that employee's the regular shift working day employment site, shall be paid a minimum of employee's regular hourly rate of pay.	o is called back to work on a day off or after has been completed and has left the two (2) two and a half (2.5) hours of that
For SEIU:	For CITY:
Joe Keffer, Chief Spokesperson	Winnie Anderson, Chief Spokesperson
Date: Dwight McElroy, Chapter President	Date: 10/17/13 Sonia Lara, Principal ER Analyst
Date: VO 3	Date: 10/17/13
Michael Pandolfo, TPT Citywide Chapter Chair	
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Marcus Brown, Member Date: 10/17/2013—	
Stephanie Hamilton, Member	
Date: 10/17/13	

Date: 10/17/2013

Date: 10/17/2013

City Counter's: to Union Proposal 5

Issue: Article II - DIRECT PAY FOR SERVICES-REPORT PAY Report Pay. An employee who reports to work for a scheduled work shift shall be paid a minimum of one (1) hour two (2) hours of that employee's regular hourly rate of pay, unless the employee is otherwise directed by a department representative prior to reporting. For SEIU: For CITY: nnie Anderson, Chief Spokesperson Date: Dwight McElroy, Chapter President cipal ER Analyst Date: Michael Pandolfo, TPT Citywide Chapter Chair

CITY OF OAKLAND CITY/SEIU LOCAL 1021 TPT NEGOTIATIONS 2013 TENTATIVE AGREEMENT

City's Counter: to Union Proposal 7	Tendered to Local 1021TPT:
↑Issue: Duration Article VII Section C	
Local 1021 Related Proposals/Counters:	
City's Related Proposals/Counters:	
C. Duration. Pursuant to the adoption by tresolutions, this Memorandum shall become esshall remain in effect through June 30, 20135. For SEIU Joe Keffer, Staff Date: 07/3/13 Dwight McBlroy, Chapter President Date: 13/1/3 Michael Pandolfo, TPT Citywide Chapter Chair Date: 21/207 Marcus Brown, Member Date: 7/3/1/3	he City Council of implementing ordinances or ffective upon ratification by City Council, and For City: D. LaWanna Preston, Employee Relations Dir. Date: Winnie Anderson, Employee Relations Date: 7/3//2

Date: September 20, 2013 City's Counter: to Union Proposal 15

Issue: Personnel File – Article V

ARTICLE V - PERSONNEL PROVISIONS

<u>A. Personnel File.</u> It is agreed that employees will be given a copy of entries of a derogatory nature when they are placed in their official personnel files. Employees may submit letters of rebuttal to such entries of a derogatory nature for placement in their official personnel files.

Employees may review their official personnel files in the Personnel Department uponproviding notice of intent three times per year and may make copies, at their own expense, of the documents contained therein, except that copies of all original entries to such files shall be provided at no expense to employees at the time of entry. It is understood that the City may establish reasonable rules for the control of said files in the implementation of this provision.

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

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

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For SEIU:	For CITY:
Joe Keffer, ChieffSpokesperson	La Wanna Preston, Chief Spokesperson
Date: $09/20/13$	Date: 9/20//3
Dwight Mcklroy, Chapter President Date:	Sonia Lara, Principal HR Analyst Date: 97013
Michael Panddlfo, TPT Citywide Chapter Chair Date: 2013	

City Counter's: to Union Proposal 17 & 18 Tendered to Local 1021 TPT: October 23, 2013

Union's Proposals:

City's Counter Proposals: 9/6/13, 10/2/13 City Amended

Issue: Article I – GENERAL PROVISIONS

(b) Scope of Stewards. Steward(s) may represent member(s) of the unit covered by this memorandum at the appropriate step of the grievance procedure concerning a dispute of the rights of a member under the terms of this Memorandum 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.

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

Issue: Article V – PERSONNEL PROVISIONS

H. Release of Notification. The City agrees to develop a release form which will be given to unit employees upon release form City employment which will include the date of release.

When employees with ten (10) year of service or more is removed from City service, he/she may request a meeting with a Department Head. The employee may have a Union representative present. Whenever a unit employee is removed from City service, he/she may request a meeting with a level of management above his/her immediate supervisor to discuss reasons for removal. The employee may be represented at this meeting by the Union or other representative. The purpose of this meeting shall be informational only and does not in any way affect the "at-will" status of such employees.

For CITY:

For SEIU:
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Joe Keffer, Chief Spokesperson

Winnie Anderson, Chief Spokesperson

Date: 10/23/13

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Dwight McElroy, Chapter President
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Michael Pandolfo, TRT Citywide Chapter Chair
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Marcus Brown, Member
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Stephanie Hamilton, Member
Date: $\frac{10/23/2013}{}$

Sonia Lara, Principal ER Analyst

Date: $\frac{10/23//3}{}$

Date: 08/15/2013

Proposal #21

ARTICLE V - PERSONNEL PROVISIONS

<u>E. Administrative Instructions/Bulletins:</u> Upon request, the City shall provide the Union with copies of any Administrative Instruction or Administrative Bulletin, periodically issued by the City, which applies to represented employees.

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, covering any mandatory subjects of bargaining.

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For SEIU:	For CITY:
Joe Keffer, Chief Spokesperson	LaWanna Preston, Chief Spokespe
Date:	Date: 9/19/13
Dwight McElroy, Chapter President	Sonia Lara, Principal HR Analyst
Date: 9 1913	Date: 9/19/13
Michael Pandolfo, TPT Citywide Chapter Chair	
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Marax Brown	
Marcus Brown, Member	
Date: 9/19/2018	•

Issue: Temporary Part-Time Exempt Working Committee

TEMPORARY PART-TIME WORKING COMMITTEE

The City and the Union shall establish a Temporary Part-Time working committee. It is the intent of both parties to limit the improper use of Temporary Part-Time (TPT) employees and define the pathway for Temporary Part-Time employees to achieve permanent status and the security of tenure. This goal can be achieved under the existing Charter and Civil Service Rules.

The committee shall meet within thirty (30) days of ratification of this MOU and shall meet for six (6) months. The committee shall decide the frequency of the meetings. Parties may mutually agree to extend the committee. The committee shall consist of an equal number of representatives, no more than six (6) from management, and the Union. The City may have representatives from the Department of Human Resources Management (DHRM), Budget, Office and Park and Recreation (OPR), Oakland Public Library (OPL), Public Works (PWA) and other relevant departments in the City. Parties may call upon "subject matter experts" as need arises. The committee shall endeavor to reach consensus on any recommendations it makes to the City Administrator.

The Committee's duties shall include but are not limited to:

- 1) Investigate and analyze the current hiring and recruiting of temporary employees.
- 2) Identify where Temporary Part-Time employees by classification are located.
- 3) Investigate and analyze the current use(s) of Temporary Part-Time employees.
- 4) Develop a report based on the committees' finding
- 5) Recommend on a system that permanently reduces the usage of Temporary Part-Time employee throughout the City and re-defines how Temporary Part-Time employees will be utilized.
- 6) Analyze how Temporary Part-Time employees are coded and linked to budgeted positions.
- 7) Recommend maximum percentage of Temporary Part-Time employees in each classification.
- 8) Will track the recruitment for vacancies so that current temporary part time employees can be invited to take a restricted test for the creation of a "priority eligible lists"
- 9) Recommend monitoring systems that oversee the transition, through testing, of long-term TPT employees into permanent classified positions.

If the parties do not reach agreement, the parties are free to submit recommendations to the City Administrator.

For SEIU:
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Joe Keffer, Chief Spokesperson
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Michael Pandolfo, TPT Citywide Chapter Chair
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Jason Colson, Member
11,14,7012
Date: 11-LT-6013

Issue: OPR Premium Article II. Section D.7.c

7. Special Premium Pay.	
Department Head or designee to perform all the	the of Parks and Recreation, when assigned in writing by the ne ordinary day-to-day duties and responsibilities of a Crew adding scheduled days off), shall be paid an additional eightytis (\$1.25) for each hour so worked.
Recreation Center and assigned in writing by the perform all of the ordinary day-to-day duties are consecutive work days one (1) or more working	ce of Parks and Recreation, when placed in charge of a ne Department Head or designee a Recreation Supervisor to nd responsibilities of a Recreation Center Director for three to days (excluding scheduled days off) or more, shall be paid and twenty-five cents (\$1.25) for each hour so worked.
For SEIU:	For CITY:
Joe Keffer, Chief Spokesperson	Winnie Anderson, Chief Spokesperson
Date:	Date: 11/14/13
Dwight McElroy, Chapter President Date:	Sonia Lara, Principal ER Analyst Date: 11/14/13
Michael Pandolfo, TPT Citywide Chapter Chair	
Date: 11 14 2013	
Macis Brown	
Marcus Brown, Member	
Date:	
Stephanie Hamilton, Member	
Date: 11/14/17	

Issue: Sick Leave

H. Members covered under this MOU that have reached the threshold of 4800 life time to date (LTD) hours shall be eligible for sick leave. The sick leave accrual shall be on pro-rata basis, which is a third of the full time employee rate. Sick leave accrual is for usage only and not subject to buy back and/or cash out. Members may use any sick leave accrued after reasonable notification to their supervisor.

Employees that have been inactive continuously for twenty-four months from the last pay period will not have any of their previous LTD hours applicable.

For SEIU:	For CITY:
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Joe Keffer, Chief Spokesperson	Winnie Anderson, Chief Spokesperson
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Michael Pandolfo, TPT Citywide Chapter Chair	
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Marcus Brown, Member	
Date: 1/14/2019	•
Stephanie Hamilton	
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Date: 11/14/13	
Jason Colson, Member	
Date: 11-14-2013	

Issue: Health and Welfare Premium

ARTICLE II - DIRECT PAY FOR SERVICES

D. Premium Pay

2. Health and Welfare Premium. The City agrees to pay a health and welfare premium of one-dollar and seventy one cents (\$1.71) two dollars and ten cents (\$2.10) per hour in addition to the hourly rate of pay for the employee's classification for each hour worked.

For SEIU:	For CITY:
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Joe Keffer, Chief Spokesperson	Winnie Anderson, Chief Spokesperson
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Stephanie Hamilton, Member	
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Jason Colson, Member	
Date: 11-14-7012	•