

**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF OAKLAND**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL NO. 1021  
(SEIU)**

**PART-TIME UNIT**



July 1, 2013 through June 30, 2015

## TABLE OF CONTENTS

PREAMBLE .....	5
ARTICLE I - GENERAL PROVISIONS .....	5
A. Recognition.....	5
B. City-Union Relationship. ....	5
1. Discrimination Prohibited. ....	5
3. Bulletin Board Space. ....	5
4. Meeting Space.....	5
5. Inter-Office Mail Service.....	6
6. Union Access to Work Locations. ....	6
7. Union Stewards.....	6
(a) Number of Stewards. ....	6
(b) Scope of Stewards. ....	6
C. Union Security.....	6
D. Distribution of Information. ....	8
1. State of California Workers' Compensation Information. ....	8
2. Union Information.....	8
ARTICLE II - DIRECT PAY FOR SERVICES .....	8
A. Wages.....	8
1. Wage Increases.....	8
2. Wage Parity. ....	8
B. Salary Deductions.....	9
1. Adjustments For Overpayments .....	9
2. Court Ordered Salary Deductions .....	9
C. Salary Steps. ....	9
1. Initial Salary. ....	9
2. Salary Steps. ....	9
D. Premium Pay. ....	9
1. Overtime. ....	10
2. Health and Welfare Premium.....	10
3. Callback Pay.....	10
4. Report Pay.....	10
5. Shift Differential. ....	10
6. Bilingual Pay. ....	11
(a) Subsection 1 Certification.....	11
(b) Subsection 2 Certification.....	11
(c) Subsection 3 Certification Standards .....	11
(d) Subsection 4 Arbitrability.....	11
7. Special Premium Pay.....	11
ARTICLE III - INDIRECT PAY AND ALLOWANCES.....	12

A. Retirement. ....	12
1. City Contribution. ....	12
2. Employee Contribution.....	12
3. Deferred Compensation Information.....	12
B. Blood Bank. ....	12
1. Sponsor. ....	12
2. Eligibility.....	12
3. Program Operation. ....	13
C. State Disability Insurance. ....	13
D. On-the-Job-Injury Leave. ....	13
E. Uniforms OPD.....	13
F. City Provided Uniforms. ....	13
G. Death Benefit. ....	13
ARTICLE IV - WORKING CONDITIONS .....	14
A. Hours of Work.....	14
1. Rest Period.....	14
2. Meal Period.....	14
B. Public Relations. ....	14
C. Health and Safety. ....	14
D. Family Death Leave .....	15
E. Jury Duty.....	15
F. Library Rescheduling. ....	15
ARTICLE V - PERSONNEL PROVISIONS.....	15
A. Personnel File.....	16
B. Employee Performance Evaluation.....	16
C. Notification of Maximum Hour Limit. ....	16
D. Work Effort.....	16
E. Administrative Instructions/Bulletins.....	16
F. Training Opportunities.....	16
G. Parks and Recreation ID Badges. ....	17
H. Release Notification. ....	17
ARTICLE VI - GRIEVANCE PROCEDURE .....	18
Section 1. Definition. ....	18
Section 2. Procedure.....	18
Step 1. (a) Informal Discussion.....	18
Step 2. Appeal to Department Head.....	18
Step 3. Appeal to Employee Relations Officer.....	18
Step 4. Arbitration. ....	18
Section 3. Time Limits.....	19
Section 4. Witnesses.....	19
Section 5. Consolidation.....	19
ARTICLE VII - RESOLUTION - DURATION.....	19

A. Resolution.....	19
B. Savings Clause.....	19
C. Duration.....	19
APPENDIX A – LIST OF CLASSIFICATIONS.....	20
APPENDIX B – SALARY SCHEDULE.....	21
APPENDIX C - Temporary Part-Time Working Committee.....	24
APPENDIX D - Traumatic Incident Committee.....	25

## PREAMBLE

We, the undersigned, duly appointed representatives of the City of Oakland and of the SEIU, Local 1021, a recognized employee organization, hereinafter referred to as "City" and "Union", having met and negotiated in good faith, do hereby jointly prepare and execute on the 1<sup>st</sup> day July 2013 the following written Memorandum of Understanding. It is understood that the provisions herein set forth apply to City of Oakland employees officially designated to be members of the representation unit represented by Union, to wit: Unit SI1--Miscellaneous Part-Time Employees.

IT IS THEREFORE AGREED as follows:

### ARTICLE I - GENERAL PROVISIONS

**A. Recognition.** The City agrees to recognize the Union as the exclusive recognized bargaining representative, within the scope of representation as described in the Meyers-Milias-Brown Act, as amended, and the Employee Relations Rules adopted by the City Council pursuant thereto, for part-time City employees in classifications assigned to Unit SI1, as set forth in the preamble hereto, for the period of this agreement.

**B. City-Union Relationship.** The provisions of this Section, which relate to subjects covered in the Employee Relations Rules, Resolution No. 55881 C.M.S., are included herein in order to provide explanatory information agreed to be desirable by the parties. It is agreed that the inclusion of this Section herein shall in no way affect the rights of the City, established by the Meyers-Milias-Brown Act and amendments thereto, which Act sets forth the basis, substantive and procedural, under which the Rules were adopted by the City Council.

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

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

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

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

6. **Union Access to Work Locations.** Reasonable access to the workplace shall not be denied to Union officers or representatives. If the union seeks access to the workplace, it shall provide adequate notice to the department head or the designated departmental representative (i.e., at least 2 (two) working days, except in the case of an emergency). The union shall have no right to access if it interferes with work operations or with established safety and security requirements. If access is not granted, the City and Union will consult regarding alternative locations and/or times to communicate with workers.

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

(a) **Number of Stewards.** The Union may select a reasonable number of stewards from within the represented unit in each geographic work location, subject to the City's approval. The Union shall provide a current list of all designated stewards, on January 1 and July 1 of each calendar year. The Union shall update the list whenever changes occur. The list shall include employee name, classification, department and work location.

(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.

**C. Union Security.**

1. **Dues Deduction.** The City shall deduct, biweekly, the amount of Union regular and periodic dues and service fees, insurance premiums, COPE deductions, and any special membership assessments as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the unit member.

The deductions together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office. Dues shall be deducted only for members of the Union within the represented unit.

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

## **2. Agency Fee.**

### **(a) Condition of Employment.**

Any bargaining unit member in Unit SI1 who is not a member of the Union, or who does not make application for membership within ten (10) working days from the date of commencement of assigned duties within the bargaining unit, shall as a condition of continued employment in the City become a member of the Union or pay the Union an agency fee. A unit member may authorize payroll deduction for the amount of the agency fee as described in Article I.C.1. of this Agreement.

If a bargaining unit member has not authorized a payroll deduction within ten (10) working days from the date of commencement of assigned duties within the bargaining unit, the City shall immediately begin automatic payroll deduction.

### **(b) Agency Fee Exemption.**

Employees who certify that they hold good faith religious, ethical, or moral beliefs that oppose membership in, or financial contributions to, labor organizations shall not be required to join or financially support the Union as a condition of employment. In lieu of the agency fee, or Union dues obligation, these unit members shall be required to contribute an amount equal to the agency fee to one of the following non-religious, non-labor charities exempt from taxation under IRS Section 501(c)(3): (1) Friends of the Oakland Public Library; (2) Friends of the Asian Branch Library; (3) Friends of Oakland Parks and Recreation; (4) the Oakland Museum Foundation; or, (5) Friends of Oakland Seniors.

### **(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.

**(d) Union's Obligations.** The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the Union only for the purposes of collective bargaining, contract administration and matters authorized by law.

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

**(e) Indemnification.** The Union shall indemnify and save harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action relating to this provision.

**D. Distribution of Information.**

1. **State of California Workers' Compensation Information.** The City shall distribute literature to each new employee clearly describing the rights and benefits of all represented employees under State of California Workers' Compensation laws.

2. **Union Information.**

(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.

(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.

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

**ARTICLE II - DIRECT PAY FOR SERVICES**

**A. Wages.**

1. **Wage Increases.** Wages for represented employees covered by this Memorandum shall be the same as those in effect on July 1, 2013.

2. **Wage Parity.** The City agrees, where applicable, to raise the base pay of part-time classifications to the base pay of full-time or permanent part-time classifications where the

classification titles are the same, for classification titles in effect as of the date of execution of this Memorandum of Understanding.

## **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)

- (a) 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.

### **2. Court Ordered Salary Deductions**

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

## **C. Salary Steps.**

**1. Initial Salary.** The initial salary of an employee of the City shall be the salary attached to the lowest rate of the salary schedule established for the classification to which the employee is appointed; provided, however, that the appointing authority may appoint a new employee at any step in the applicable salary schedule for the classification involved if there has been unusual difficulty in recruiting competent employees at the lowest rate of said salary schedule and the higher rate is commensurate with the education and experience of the appointee.

**2. Salary Steps.** Advancement within the salary schedule specified for an employee's classification shall be on the basis of completion of one thousand nine hundred and fifty (1950) hours of continuous service time in such classification without having received during said one thousand nine hundred fifty (1950) hours of service time a step increase in salary. A salary step increase for an employee who is entitled to such an increase shall be effective at the beginning of the pay period in which the employee completed the required continuous service time. Salary step increases will be monitored and given when due.

## **D. Premium Pay.**

1. **Overtime.** Whenever an employee is required, by an authorized City official, to work in excess of their scheduled work day that is at least eight (8) hours in length or in excess of forty (40) hours in an FLSA work period, the employee shall be compensated for such excess time worked at one and one-half (1 1/2) times their hourly base rate of pay. In the event the Union and the City agree to a work schedule in which the scheduled work shift exceeds eight hours, the employee shall not be entitled to overtime compensation until their work hours exceed the length of their scheduled work shift.

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

Whenever, in the judgment of an authorized City official, overtime work is required, overtime work shall be offered first to qualified employees who are on-site. Overtime will be distributed among on-site employees as equally as possible.

To the extent possible, the City will provide 24 hours advance notice of available overtime to be worked.

2. **Health and Welfare Premium.** The City agrees to pay a health and welfare premium of 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.

The parties agree to continue the joint committee tasked to explore the feasibility of an alternative health premium arrangement, including dental and vision coverage for as many unit employees as possible.

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

4. **Report Pay.** An employee who reports to work for a scheduled work shift shall be paid a minimum of 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.

5. **Shift Differential.** An employee shall be eligible for shift differential pay, in addition to the hourly rate of pay for the employee's classification, as follows:

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

(b) **Graveyard Shift.** When five or more hours of an employee's work shift, exclusive of the lunch period, are between the hours of 12:00 midnight and 7:00 a.m., such employee shall be paid one dollar and five cent (\$1.05) per hour for each hour worked in such work shift.

**6. Bilingual Pay.**

To overcome language barriers and to provide citizens equal access to City services, the City and the Union encourage unit members to use City designated languages during contact with the public. For the purpose of bilingual premium pay, each department, subject to City approval, shall designate the non-English languages that may be used. To be eligible for bilingual premium pay, a unit member must be certified under either subsection one or two, and must provide bilingual service when requested by the City.

**(a) Subsection 1 Certification**

To be eligible for Level 1 Certification, a unit member must have the ability to effectively communicate with the public in a Department designated and City approved non-English language. Unit members certified with Level 1 skills shall be paid \$.60 per hour. A unit member shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in this subsection and this subsection shall not be pyramided.

**(b) Subsection 2 Certification**

To be eligible for Level 2 Certification, a unit member must have the ability to translate conversations and written materials in a Department designated and City approved non-English language. Unit members certified with Level 2 oral and/or written translation skills shall be paid \$1.20 per hour. A unit member shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in this subsection and the prior subsection shall not be pyramided.

**(c) Subsection 3 Certification Standards**

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

**(d) Subsection 4 Arbitrability**

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

**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 (\$.82) 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.

**(b)** Employees in the Office of Parks and Recreation, when assigned in writing by the Department Head or designee to perform all the day-to-day duties of a Crew Leader for one (1) or more working days (excluding scheduled days off), shall be paid an additional one dollar and twenty-five cents (\$1.25) for each hour so worked.

**(c)** Employees in the Office of Parks and Recreation, when placed in charge of a Recreation Center and assigned in writing by the Department Head or designee to perform all the day-to-day duties of a Recreation Center Director for one (1) or more working days (excluding scheduled days off), shall be paid an additional one dollar and twenty-five cents (\$1.25) for each hour so worked.

### **ARTICLE III - INDIRECT PAY AND ALLOWANCES**

**A. Retirement.** The City of Oakland, in compliance with Treasury Regulations Section 31.3121 (b) (7), hereby agrees to adopt a deferred compensation plan for part-time employees in Representation Unit I; such plan to be in accordance with the guidelines set forth in Internal Revenue Code Section 457, and to be implemented according to the following conditions:

1. **City Contribution.** The City will contribute 3.75% of each participating employee's wages including overtime, "health and welfare premium", shift differential and "pool maintenance premium", to a deferred compensation plan administered by Hartford Defined contribution Services and referred to by the administrator as a "Guaranteed Account". Each participating employee will contribute an equivalent 3.75% of "wages", as that term is described above.

2. **Employee Contribution.** Participating employees who are required by law to pay 1.45% of their wages as the Medicare portion of F.I.C.A. taxes shall continue such payments.

3. **Deferred Compensation Information.** The City will provide information to participating employees pertaining to the deferred compensation plan described above at the time of enrollment.

**B. Blood Bank.** City agrees to enroll employees represented by the Union in the City of Oakland Blood Bank Program as described below.

1. **Sponsor.** City of Oakland, in cooperation with the Blood Bank of the Alameda/Contra Costa Medical Association, since 1980.

2. **Eligibility.** All employees of the City of Oakland and family dependents.

**3. Program Operation.** City normally conducts two blood donation drives per year, one in January and one in July. Donations are credited to the City of Oakland Club and are good for one year. Withdrawals are made from the account by submitting requests to the City Manager's Office. City credits remaining at the end of one year are switched into the general Blood Bank Fund. However, by participation in the program, all blood needs of the City are covered, even if there are insufficient credits in the City Club account, without monetary charge or replacement requirement to the employee during the term of this Agreement. City and Union agree to actively encourage employees and dependents to participate in the blood donation drives.

**C. State Disability Insurance.** City agrees to cover represented employees with the State of California Disability Insurance Program (SDI). Premiums for such coverage will be paid by the City.

**D. On-the-Job-Injury Leave.** In the event an employee is injured in the performance of duties, the employee will be entitled to Workers' Compensation as prescribed by law.

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

**F. City Provided Uniforms.** The City agrees to provide 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) 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 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, boots, and coveralls for temporary part-time employees assigned to work in open areas.

**G. Death Benefit.** Effective December 22, 2004, the City agrees to provide a three-thousand (\$3000.00) death benefit for each such unit employee, payable to the designated beneficiary, upon the death of the unit member while employed by the City.

**H. Sick Leave.** 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.

#### **ARTICLE IV - WORKING CONDITIONS**

**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 Article IX, Section 902, no part-time employee shall work more than one-half the established working hours within a fiscal year. Whenever feasible, each part-time employee shall be provided a written schedule of his/her hours of work.

1. **Rest Period.** One rest period of fifteen (15) minutes duration shall be scheduled during each work period of three and one-half (3 1/2) or more hours; such scheduling shall be at the discretion of the department head or authorized supervisor, with no loss of pay or time off charged.

2. **Meal Period.** Part-time employees who are scheduled to work and who work a minimum of seven and one-half (7 1/2) hours per day shall be entitled to an uninterrupted lunch period of no longer than one (1) hour nor less than one-half (1/2) hour. Such non-paid lunch periods shall be scheduled at or about the midpoint of each work shift.

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

**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 will provide Hepatitis B vaccinations to part-time Unit S11 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.

**D. Family Death Leave** With the approval of the supervisor, an employee may reschedule work to permit time to attend the funeral of a deceased family member according to the following criteria. If the employee is scheduled to work at least 3 days or more during the week in question, the employee may reschedule up to 2 work days. An employee who works two days or less in a given week, may reschedule one work day. An employee may be requested to furnish satisfactory verification for use of family death leave.

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

1. Special Circumstances

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

**E. Jury Duty.** Unit employees who are assigned a regular weekly schedule throughout the years may request to reschedule a maximum of twenty hours of their assigned work schedule that occurs during the term of any incident of mandatory jury duty. The City will make a good faith effort to reschedule the lost hours. However, in cases deemed necessary by the City, the employee may be required to request a deferral of jury duty to a later date.

**F. Library Rescheduling.** With approval of the librarian branch manager, section or unit head, employees regularly scheduled to work on a weekly basis may place their names on the on-call list to make up designate hours lost during the years due to personal reasons.

Employees who work a 15 or 18 hour week schedule may agree to two annual work period exchanges with another part-time employee in the same classification on another work shift to make up lost time due to a vacation. Such exchange must meet criteria such as supervisor's approval, availability of funds, staffing coverage, and other needs of the library in providing public service. Requests must be submitted at least ten (10) calendar days advance notice.

**ARTICLE V - PERSONNEL PROVISIONS**

**A. Personnel File.** 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 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.

**B. Employee Performance Evaluation.** An employee may submit a written request, once annually, to his/her immediate supervisor for a performance evaluation. The evaluation shall be conducted by the employee's immediate supervisor and shall cover the preceding twelve (12) month period of employment.

**C. Notification of Maximum Hour Limit.** City will provide timely notification to part-time employees prior to the attainment of the maximum number of hours allocated for his/her position.

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

The Union agrees to actively participate in the encouragement of all employees represented by the Union to work cooperatively with management and supervisory employees to attain maximum productivity by the employees and work groups to which they are assigned.

It is understood that the City will continue to encourage the development of supervisory skills and the fostering of improved interpersonal relationships between management and unit members through a training and development program.

**E. Administrative Instructions/Bulletins.** The City shall provide the Union with copies of any Administrative Instructions, or Administrative Bulletins, or Departmental policies periodically issued by the City, which applies to unit members, covering any mandatory subjects of bargaining.

**F. Training Opportunities.** Employees shall continue to be granted reasonable opportunities to enhance job skills. The City, when feasible, shall provide safety training to part-time employees in Representation Unit SI1 and, when economically feasible, job skill enhancement training which the City deems applicable and relevant to the employee's duties.

The parties agree to establish a joint committee to discuss job development for part-time employees in the City. The City and the Union will have an equal number of members on the committee. Each party will select its respective members.

**G. Parks and Recreation ID Badges.** The department will provide initial badges at no cost. If such badges are lost, employees will pay the replacement cost.

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

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

## **ARTICLE VI - GRIEVANCE PROCEDURE**

**Section 1. Definition.** For the purposes of this procedure, a grievance is defined as any dispute that involves the interpretation or application of this agreement.

### **Section 2. Procedure.**

**Step 1. (a) Informal Discussion.** The employee or the Union representative may present the grievance orally to the immediate supervisor within fifteen (15) working days of the occurrence of the dispute.

**(b) Formal Submission.** Within fifteen (15) days of the informal meeting or thirty (30) days after the unit member or Union should reasonably have been aware of the occurrence, whichever occurs earlier, the employee or Union representative may submit the grievance in writing to the immediate supervisor within the fifteen (15) working days cited above. The grievance shall state the specific section of the Memorandum of Understanding alleged to be violated and the proposed solution. The supervisor shall render a decision in writing to the employee and/or Union representative within fifteen (15) working days of the formal submission of the grievance.

**Step 2. Appeal to Department Head.** If the employee is not satisfied with the response of the supervisor, he/she or his/her representative may submit the grievance in writing to the department head within ten (10) working days after receiving the supervisor's response. The department head or designated representative shall review the grievance and respond in writing within ten (10) working days after receipt of the grievance.

The department head or director or the designated representative shall meet with the unit member or Union Representative, within fifteen (15) working days following the receipt of the grievance, and shall respond to the grievance in writing within ten (10) working days after the meeting. In the event that the meeting does not occur, the Union has the right to advance the grievance in accordance with Section 3 below.

**Step 3. Appeal to Employee Relations Officer.** Should the grievance remain unresolved, the employee or his/her representative may submit the grievance in writing to the Employee Relations Officer, who shall not be the same person that responded at Step 2, within fifteen (15) working days after receiving the department head's response.

Within ten (10) working days after receiving the grievance, the Employee Relations Officer or designated representative shall investigate the case and respond in writing to the employee or his/her representative.

**Step 4. Arbitration.** Should the grievance remain unresolved, either the Union may, within twenty (20) working days of the date of response by the Employee Relations Officer, may advance the grievance to Step 4 by notifying Employee Relations. be taken to arbitration. The City and the Union shall mutually agree on the selection of the arbitrator. Should the parties not agree on the selection of an arbitrator, the State Conciliation Service shall be requested to

provide a list of five (5) names. The arbitrator shall then be selected by alternately striking names from said list, and the final name remaining shall be the selected arbitrator. The first party to strike a name from the list shall be chosen by lot.

Both parties shall be required to submit to the arbitrator a description of the issue or issues to be decided. 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 the Memorandum of Understanding.

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

**Section 4. Witnesses.** Individuals who may have direct knowledge of the circumstances relating to the grievance may appear at the mutual request of the parties during any stage of the procedure.

**Section 5. Consolidation.** Concurrent grievances alleging violation of the same provision of the Memorandum of Understanding shall be consolidated for the purpose of this procedure as a single grievance.

## **ARTICLE VII - RESOLUTION - DURATION**

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

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

**C. Duration.** Pursuant to the adoption by the City Council of implementing ordinances or resolutions, this Memorandum shall become effective upon ratification by City Council, and shall remain in effect through June 30, 2015.

# APPENDIX A

## List of Affected Represented Classifications

1. Administrative Assistant I, PT
2. Animal Care Attendant, PT
3. Cable TV Production Assistant, PT
4. Crossing Guard, PT
5. Custodian, PT
6. Facility Security Assistant, PT
7. Food Program Driver, PT
8. Food Program Monitor, PT
9. Food Program Site Leader, PT
10. Jail Cook, PT
11. Librarian I, PT
12. Librarian II, PT
13. Librarian, Senior, PT
14. Library Aide, PT
15. Library Assistant, PT
16. Library Assistant, Senior, PT
17. Library Program Leader, PT
18. Lifeguard, PT
19. Literacy Assistant, PT
20. Maintenance Mechanic, PT
21. Museum Guard, PT
22. Museum Tech Specialist Conserv, PT
23. Museum Tech Specialist EV/AV, PT
24. Museum Tech Specialist Exhibits, PT
25. Museum Tech Specialist Nat Sc, PT
26. Museum Technical Aide, PT
27. Office Assistant I, PT
28. Office Assistant II, PT
29. Park Attendant, PT
30. Parking Control Technician, PT
31. Payroll Personnel Clerk I, PT
32. Payroll Personnel Clerk II, PT
33. Pool Manager, PT
34. Receptionist, PT
35. Recreation Aide, PT
36. Recreation Attendant I, PT
37. Recreation Attendant II, PT
38. Recreation Leader I, PT
39. Recreation Leader II, PT
40. Recreation Specialist I, PT
41. Recreation Specialist II, PT
42. Sports Official, PT
43. Stagehand, PT
44. Water Safety Instructor, PT

## APPENDIX B Salary Schedule

TITLE	STEP	RATE	TITLE	STEP	RATE
Administrative Assistant I, PT	1.00	21.60	Food Program Site Leader, PT	1.00	12.26
	2.00	22.77		2.00	12.91
	3.00	23.95		3.00	13.59
	4.00	25.21		4.00	14.31
	5.00	26.54		5.00	15.07
Animal Care Attendant, PT	1.00	17.03	Jail Cook, PT	1.00	20.01
	2.00	17.93		2.00	21.06
	3.00	18.87		3.00	22.19
	4.00	19.87		4.00	23.35
	5.00	20.91		5.00	24.57
Cable TV Production Assistant, PT	1.00	17.17	Librarian I, PT	1.00	29.52
	2.00	18.08		2.00	31.07
	3.00	19.03		3.00	32.72
	4.00	20.04		4.00	34.44
	5.00	21.07		5.00	36.26
Crossing Guard, PT	1.00	14.79	Librarian II, PT	1.00	31.84
	2.00	15.58		2.00	33.52
	3.00	16.40		3.00	35.28
	4.00	17.25		4.00	37.15
	5.00	18.15		5.00	39.10
Custodian, PT	1.00	17.03	Librarian, Senior, PT	1.00	36.25
	2.00	17.93		2.00	38.16
	3.00	18.87		3.00	40.19
	4.00	19.87		4.00	42.27
	5.00	20.91		5.00	44.50
Facility Security Assistant, PT	1.00	20.72	Library Aide, PT	1.00	15.37
	2.00	21.82		2.00	16.19
	3.00	22.96		3.00	17.03
	4.00	24.16		4.00	17.93
	5.00	25.45		5.00	18.87
Fire Suppression Dist Inspect PT	1.00	26.19	Library Assistant, PT	1.00	24.76
	2.00	27.57		2.00	26.05
	3.00	29.01		3.00	27.41
	4.00	30.54		4.00	28.87
	5.00	32.16		5.00	30.40
Food Program Driver, PT	1.00	14.25	Library Assistant, Senior, PT	1.00	30.11
	2.00	14.99		2.00	31.68
	3.00	15.77		3.00	33.36
	4.00	16.60		4.00	35.10
	5.00	17.47		5.00	36.95
Food Program Monitor, PT	1.00	15.80	Library Program Leader, PT	1.00	22.40
	2.00	16.64		2.00	23.55
	3.00	17.52		3.00	24.83
	4.00	18.45		4.00	26.13
	5.00	19.41		5.00	27.50

TITLE	STEP	RATE
Lifeguard, PT	1.00	12.35
	2.00	12.98
	3.00	13.68
	4.00	14.39
	5.00	15.15
Literacy Assistant, PT	1.00	24.76
	2.00	26.05
	3.00	27.41
	4.00	28.87
	5.00	30.40
Maintenance Mechanic, PT	1.00	25.10
	2.00	26.43
	3.00	27.83
	4.00	29.28
	5.00	30.82
Museum Guard, PT	1.00	18.46
	2.00	19.42
	3.00	20.45
	4.00	21.52
	5.00	22.65
Museum Tech Specialist Conserv, PT	1.00	21.94
	2.00	23.09
	3.00	24.31
	4.00	25.58
	5.00	26.94
Museum Tech Specialist EV/AV, PT	1.00	21.94
	2.00	23.09
	3.00	24.31
	4.00	25.58
	5.00	26.94
Museum Tech Specialist Exhibits, PT	1.00	21.94
	2.00	23.09
	3.00	24.31
	4.00	25.58
	5.00	26.94
Museum Tech Specialist Nat Sc, PT	1.00	21.94
	2.00	23.09
	3.00	24.31
	4.00	25.58
	5.00	26.94
Museum Technical Aide, PT	1.00	17.43
	2.00	18.36
	3.00	19.32
	4.00	20.35
	5.00	21.42
Office Assistant I, PT	1.00	16.22
	2.00	17.06
	3.00	17.96
	4.00	18.91
	5.00	19.90

TITLE	STEP	RATE
Office Assistant II, PT	1.00	18.63
	2.00	19.59
	3.00	20.63
	4.00	21.73
	5.00	22.86
Park Attendant, PT	1.00	15.38
	2.00	16.20
	3.00	17.04
	4.00	17.94
	5.00	18.88
Parking Control Technician, PT	1.00	20.13
	2.00	21.20
	3.00	22.31
	4.00	23.48
	5.00	24.71
Payroll Personnel Clerk I, PT	1.00	17.12
	2.00	18.02
	3.00	18.98
	4.00	19.95
	5.00	21.00
Payroll Personnel Clerk II, PT	1.00	20.04
	2.00	21.07
	3.00	22.19
	4.00	23.36
	5.00	24.58
Pool Manager, PT	1.00	14.99
	2.00	15.79
	3.00	16.62
	4.00	17.48
	5.00	18.41
Pool Technician, PT	1.00	17.03
	2.00	17.93
	3.00	18.87
	4.00	19.87
	5.00	20.91
Public Service Representative, PT	1.00	21.60
	2.00	22.77
	3.00	23.95
	4.00	25.21
	5.00	26.54
Receptionist, PT	1.00	18.08
	2.00	19.03
	3.00	20.03
	4.00	21.09
	5.00	22.20
Recreation Aide, PT	1.00	8.54
	2.00	8.96
	3.00	9.42
	4.00	9.90
	5.00	10.41

TITLE	STEP	RATE
Recreation Attendant I, PT	1.00	11.02
	2.00	11.60
	3.00	12.21
	4.00	12.85
	5.00	13.53
Recreation Attendant II, PT	1.00	12.72
	2.00	13.38
	3.00	14.09
	4.00	14.83
	5.00	15.62
Recreation Leader I, PT	1.00	12.26
	2.00	12.91
	3.00	13.59
	4.00	14.31
	5.00	15.07
Recreation Leader II, PT	1.00	15.10
	2.00	15.89
	3.00	16.73
	4.00	17.61
	5.00	18.52
Recreation Specialist I, PT	1.00	16.19
	2.00	17.03
	3.00	17.93
	4.00	18.87
	5.00	19.87
Recreation Specialist II, PT	1.00	20.88
	2.00	21.98
	3.00	23.13
	4.00	24.35
	5.00	25.63
Recreation Specialist III, PT	1.00	25.46
	2.00	26.81
	3.00	28.21
	4.00	29.69
	5.00	31.25
Sports Official, PT	1.00	18.42
Stagehand, PT	1.00	20.88
	2.00	21.98
	3.00	23.13
	4.00	24.35
	5.00	25.63
Van Driver, PT	1.00	14.25
	2.00	14.99
	3.00	15.77
	4.00	16.60
	5.00	17.47

TITLE	STEP	RATE
Water Safety Instructor, PT	1.00	13.68
	2.00	14.39
	3.00	15.15
	4.00	15.94
	5.00	16.78

# APPENDIX C

## 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.

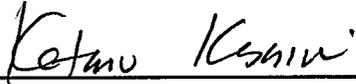
## **APPENDIX D**

Traumatic Incident Committee

***See Main SEIU Contract for committee information.***

**City of Oakland, A Municipal Corporation:**

**Service Employees International Union (SEIU),  
Local 1021:**



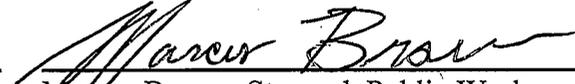
Katano Kasaine, Interim ER Director



Sonia Lara,  
Principal Employee Relations Analyst



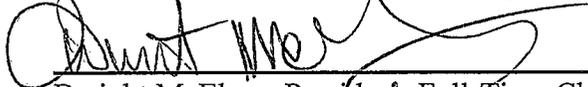
Michael Pandolfo, City-wide TPT Chapter Chair



Marcus Brown, Steward, Public Works

Stephanie Renfrow-Hamilton, Member Library Chapter

Jason Colson, Member Library Chapter



Dwight McElroy, President, Full-Time Chapter



Shirmell Smith, Steward, Parking Control

Sharon Vaughn, Recording Secretary

Steven Lavoie, Contract Compliance, Library Chapter

Paul Schiesser, President, Library Chapter

Preston Pinkey, Steward, Oakland Parks and Rec

Gary Jimenez,  
Interim East Bay Area Director, SEIU Local 1021

Pete Castelli, Executive Director, SEIU Local 1021

8/1/14  
Date

Date