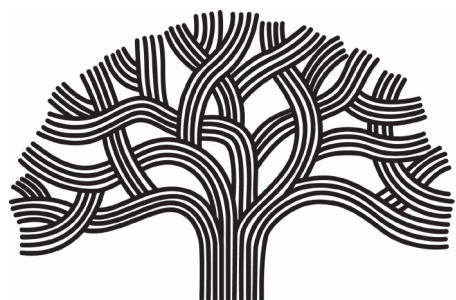


**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF OAKLAND  
AND  
SERVICE EMPLOYEES INTERNATIONAL  
UNION (SEIU), LOCAL 1021**



**CITY OF OAKLAND**



**July 1, 2025 through June 30, 2026**

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## **PREAMBLE**

**(Applies to SB1, SC1, SD1, and SI1)**

We, the undersigned, duly appointed representatives of the City of Oakland ("City") and of the Service Employees International Union, Local 1021 ("Union"), a recognized employee organization, having met and negotiated in good faith, do jointly prepare and execute on the **15<sup>th</sup> of September 2025**, the following written Memorandum of Understanding. The provisions in this Agreement supersede previous Memoranda of Understanding between the City and Union, and apply to City of Oakland employees officially designated to be members of representation units represented by the Union: Unit SB1 Craft employees; Unit SC1 Field and Operations employees; Unit SD1 Office and Technical employees and SI1 Miscellaneous Part-Time Employees,



## **ARTICLE 1: RECOGNITION**

**(Applies to SB1, SC1, SD1, and SI1)**

### **1.1 Recognition**

The City agrees to recognize the Union as the exclusive bargaining representative, within the scope of representation as described in the Meyers-Milias Brown Act, as amended, and the Employee Relations Rules adopted by the City Council, for employees in classifications assigned to Units SB1, SC1, SD1, and SI1 as set forth in the preamble to this Agreement, for the period of this Agreement.

### **1.2 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.

## **ARTICLE 2: NONDISCRIMINATION**

### **(Applies to SB1, SC1, SD1, and SI1 as Designated)**

#### **2.1 Discrimination Prohibited (Applies to SB1, SC1, SD1, and SI1)**

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"), gender expression, gender identity, or marital status of a member legally qualified to perform the job. The City further agrees that no employee shall be discriminated against because of Union membership, or protected union activity.

#### **2.2 Reasonable Accommodation (Applies to SB1, SC1, and SD1 only)**

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

## **ARTICLE 3: UNION RIGHTS**

**(Applies to SB1, SC1, SD1, and SI1 as Designated)**

### **3.1 Bulletin Board Space**

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

### **3.2 Meeting Space**

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

### **3.3 Inter-Office Mail Service**

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

### **3.4 Union Access to Work Locations**

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.

### **3.5 Union Stewards**

The City and the Union agree that good labor relations are fostered and maintained through prompt, decisive, and fair adjustment of individual grievance(s). Therefore, the City and the Union shall make good faith efforts to resolve grievance(s) at the lowest possible administrative level.

### 3.5.1 Number of Stewards

The Union may select a reasonable number of stewards from within the represented units in each geographic work location. 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.

### 3.5.2 Scope of Stewards

Steward(s) may represent member(s) of the units covered by this Agreement at the appropriate step of the grievance procedure concerning a dispute of the rights of a member under the terms of this Agreement within the scope of representation. Upon notification of a designated manager and subject to management approval, stewards and designated officers of the Union, will be afforded reasonable release time for investigation, hearings, or meetings with management regarding grievances without loss of pay or benefits. Approval of such release time shall not be unreasonably withheld.

With respect to employees in the SB1, SC1, and SD1 classifications only, steward(s) shall have the right, upon the request of the unit member involved, to represent the unit member in a review of the unit member's performance evaluation. This right of representation does not include the initial discussion between the unit member and the supervisor who prepared the evaluation, but it is clearly understood that each unit member has the right thereafter to request a performance evaluation review with Union representation. Steward(s) shall also have the right, upon the request of the unit member involved, to represent the unit member at a disciplinary "Skelly" meeting or an investigative interview of the member when that member has an objectively reasonable expectation that discipline of that member may result. The City shall include in the Skelly notice of intent letter that the unit member may, if the unit member wishes, be represented at the Skelly meeting by a Union or other representative.

### 3.5.3 Union Stewards Council (Applies to SB1, SC1, SD1, and SI1)

The City and Union agree to the following terms for the Union Stewards' Council:

1. Twelve (12) Union Stewards and seven (7) Chapter Officers will be released for two (2) hours per month for the purpose of attending and participating in a Union Stewards Council meeting.

2. The City and Union will discuss the times and dates to schedule the Union Stewards Council meeting that would least impact City operations. The parties agree that release time will not be provided for any Steward or Officer where such release would adversely affect City operations or services.
3. The Union shall provide the Employee Relations Department thirty (30) days written notice for each Union Stewards Council meeting date, time, and location, and the names of those employees to be released.
4. In addition to the meeting time as stated in No. 1 above, up to one (1) hour of roundtrip travel time will be provided to each Union Steward and Chapter Officer to attend the Union Steward Council meeting.

These terms are not subject to any further meet and confer process during the terms of this agreement, nor the grievance or arbitration procedure.

#### 3.5.4 Stewards Time Off (SB1, SC1, SD1, and SI1)

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

#### 3.5.5 Employee Time Off (SB1, SC1, SD1, and SI1)

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

#### 3.5.6 Joint Labor/Management Training (SB1, SC1, SD1, and SI1)

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

#### 3.5.7 Chapter Officer Release Time

Effective January 1, 2016, the President will be released from normal day-to-day City work assignments, without loss of seniority and accruals. The President will be in City paid release time for the purpose

of Union related business and to foster good labor relations between the City of Oakland and SEIU Local 1021.

### 3.6 Union Security (SB1, SC1, SD1, and SI1)

- 3.6.1 A member of a covered unit may at any time execute a payroll deduction authorization form or forms ("Deduction Authorization Form") (including any Union dues, fees, or other deductions permitted by law) as furnished by the Union.
- 3.6.2 The Union will be the custodian of records for such Deduction Authorization Forms and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction is to be made ("Certification"). The Union shall not be required to provide the City a copy of the member's Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.
- 3.6.3 Deductions in effect as of the October 9, 2019 will remain in effect unless modified or revoked pursuant to this section. The City shall begin deductions in the amount prescribed by the Union in the next full payroll period after receipt of written Certification from the Union. The employer shall transmit such payments to the Union no later than thirty (30) days after the deduction from the member's earnings occurs.
- 3.6.4 Member request to change or cancel deductions must be made to the Union and not to the City. The City shall not resolve disputes between the Union and represented employees concerning Union Membership or deductions. The City shall direct member requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Union.
- 3.6.5 The City shall distribute the Union-furnished Deduction Authorization Forms to new unit members. Each pay period, the City shall provide the Union with a list of newly hired unit members.
- 3.6.6 The Union shall indemnify and save harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorneys' fees, demands, actions, suits,

judgements, and other proceedings arising out of any action relating to this provision.

### 3.7 Distribution of Information (SB1, SC1, SD1, and SI1 as Designated)

#### 3.7.1 State of California Workers' Compensation Information (SB1, SC1, SD1, and SI1)

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

#### 3.7.2 On-the-Job Injury Fact Sheet (SB1, SC1, and SD1 only)

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

#### 3.7.3 Union Information

##### 3.7.3.1 Union Literature (SB1, SC1, SD1, and SI1)

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

##### 3.7.3.2 Request For Information (SB1, SC1, SD1, and SI1)

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

##### 3.7.3.3 New Hire Orientation (SB1, SC1, and SD1)

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

3.7.3.3.1 Temporary Part-Time Employees Orientation (SI1)

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.

3.7.3.4 Administrative Instructions/Bulletins (SB1, SC1, SD1, and SI1)

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.

3.7.3.5 Temporary Part Time Employees Notice (SI1)

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.

3.7.3.6 Add/Delete of Budgeted Positions

The City shall notify the Union of any additions or deletions to budgeted positions ("Add/Delete") within one (1) week of final



approval. Such information shall include the Department, Organization, and Classification of such positions

This provision of the MOU shall not be subject to the grievance process.

#### 3.7.3.7 Paid Administrative Leave Report

Upon union request, the City shall provide the union a paid administrative leave report for the last three months of bargaining unit members on paid administrative leave in March, June, September, and December of each year, The report will include the name of bargaining unit employee, title, department code, organization, and pay periods on paid administrative leave.

## **ARTICLE 4: CITY RIGHTS**

**(Applies to SB1, SC1, SD1, and SI1)**

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

## ARTICLE 5: COMPENSATION

(Applies to SB1, SC1, SD1, and SI1 as designated by subsection)

### 5.1 Salary Schedules

#### 5.1.1 Salary (SB1, SC1, SD1 and SI1)

#### **SEE APPENDIX B – SALARY SCHEDULES**

#### 5.1.2 Signing Bonus One-Time Payment (SB1, SC1, SD1, and SI1)

Effective the first full pay period following both Union ratification and final adoption by the City Council at a regularly scheduled council meeting in accordance with the Brown Act, a one-time signing bonus, not subject to CalPERS, of \$3,000 will be paid to eligible employees as described below. To be eligible, the employee shall be in active status or non-pay status for the entire pay period for which the bonus is paid, and the employee must be either a permanent full-time, permanent part-time, or a temporary part-time employee.

The bonus will be paid to eligible employees as follows:

- \$3,000 for permanent full-time employees or
- \$2,500 for permanent part-time employees or
- \$1500 for temporary part-time employees who were paid for 480 hours or more from September 14, 2024 through September 12, 2025
- \$750 for temporary part-time employees who were paid for between 20 hours to 479 hours from September 14, 2024 through September 12, 2025

Such a bonus is subject to required tax deductions. The bonus may be paid in an off-cycle payment.

#### 5.1.3 Triggered Salary Increase (SB1, SC1, SD1, and SI1)

If the FY 2025-2026 General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds), as forecast in the Third Quarter Revenue & Expenditure Report for FY 2025-2026, exceed the General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds) for FY 2025-26 as approved\_

in the FY 2025-26 Adopted Policy Budget, then for every \$150,000 in excess revenues the City shall provide an increase in wages of 0.05%, not to exceed 3%, effective the pay period beginning Saturday May 23, 2026.

If the FY 2025-2026 General Purpose Fund unrestricted revenues (excluding Real Property, Sales Legal Settlements and Insurance Proceeds), in the audited actuals for FY 2025-2026, exceed the General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds) for FY 2025-26 as approved in the FY 2025-26 Adopted Policy Budget, then for every \$150,000 in excess revenues the City shall provide an increase in wages of 0.05%, less any increase that was already provided based upon the Third Quarter Revenue & Expenditure Report as provided for in the preceding paragraph, and not to exceed 3% in total including any percentage provided in the paragraph above, such additional increase shall be effective the first full pay period after December 31, 2026.

## 5.2 Special Redesignations (SC1)

If the City establishes Truck Driver classifications, they shall be allocated to SEIU bargaining unit SC1.

## 5.3 Salary Deductions (Applies to SB1, SC1, SD1, and SI1)

### 5.3.1 Adjustments for Overpayment

In the event the City erroneously overpays a unit member regardless of fault, the City shall recover overpayment as described in Section 5.3.1.1

5.3.1.1 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, five percent (5.0%) of the employee's gross salary per pay period, for as many consecutive pay periods as is necessary until the overpayment is recouped in its entirety. The notice shall also advise employees of the right not to consent, provided however, the City may pursue appropriate legal action.

### 5.3.2 Court Ordered Salary Deductions

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

## 5.4 Salary Steps

### 5.4.1 Initial Salary

A unit member's initial salary shall be the salary attached to the lowest rate of the salary schedule established for the classification to which the unit member is appointed; provided, however, that the appointing authority may appoint a new employee at any step in the applicable salary schedule for the classification involved if there has been unusual difficulty in recruiting and retaining competent employees at the lowest rate of the salary schedule and the higher rate is commensurate with the appointee's education and experience.

### 5.4.2 Minimum Salary Increase When Promoted (SB1, SC1, SD1 and SI1)

Whenever a unit member is promoted to a position of higher salary schedule, the unit member shall receive compensation at the salary schedule for the new position that represents a minimum of one rate increment over the amount the unit member received in the former position; provided, however, that the appointing authority, with discretion and for good cause, may provide for compensation at any step in the applicable salary schedule for the classification involved if the unit member has demonstrated outstanding achievement in the public service. Article 5.4.4 applies when a temporary part-time employee converts to a permanent full-time position or permanent part-time position regardless of classification.

### 5.4.3 Salary Steps (Applies to SB1, SC1, and SD1)

Advancement within the salary schedule specified for a permanent unit member's classification shall be on the basis of one year's satisfactory service, as evidenced by a performance evaluation, in the unit member's classification without having received during that one year a step increase in salary. A salary step increase for a unit member who is entitled to such an increase shall be effective at the beginning of the

pay period in which the anniversary date of appointment in such classification falls; provided, however, that if there has been unusual difficulty in retaining competent unit members at the lower step or a unit member has demonstrated outstanding achievement in the public service, that unit member may receive a step increase at an interval other than set forth above. **The City will provide notice to the Union, which shall include the reason for the increase, prior to providing an off schedule step increase.**

#### 5.4.3.1 Salary Step for Temporary Part-Time Members (SI1)

Advancement within the salary schedule specified for a SI1 Temporary Part-Time 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.

#### 5.4.4 Conversion Steps (Applies to SB1, SC1, SD1, and SI1)

Whenever a temporary part-time (SI1) unit member is placed in a permanent part-time or full-time position, or a permanent part-time unit member is placed in a full-time position, the unit member may be placed either in the same or higher step occupied in the previous comparable classification. Similarly, full-time or permanent part-time unit members who change to permanent part-time or temporary part-time status may be placed either in the same or higher step occupied in the previous comparable classification.

### 5.5 Premium Pay

#### 5.5.1 Overtime (Applies to SB1, SC1, and SD1)

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

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

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

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

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

5.5.1.1 Minimum Overtime (Applies to SB1, SC1, and SD1)

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

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

5.5.1.2 Minimum Overtime Court Appearances (Applies to SB1, SC1, and SD1)

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

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

5.5.1.3 Compensatory Leave (Applies to SB1, SC1, and SD1)

Unit members may elect to receive overtime compensation in the form of compensatory leave. Limits on compensatory leave accrual shall be two hundred and forty (240) hours for unit

members assigned to the Police Department; two hundred and forty (240) hours for incumbents in the classification of Fire Communications Dispatcher; and seventy-two (72) hours for all other unit members. Any compensatory leave accrued in excess of the above stated amounts shall be automatically paid to the unit member.

The City makes no representation as to the tax consequences of an employee carrying compensatory time off between tax years. It is the employee's sole responsibility to address the tax consequences.

#### 5.5.2 Overtime for Temporary Part Time Members (SI1)

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.

##### 5.5.2.1 Return to Work 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.

##### 5.5.2.2 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.

5.5.3 Health and Welfare Premium (Applies to SI1)

The City agrees to pay a health and welfare premium of two dollars and ninety cents (\$2.90) 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.

5.5.4 Shift Differential (Applies to SB1, SC1, SD1 and SI1 as designated)

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

5.5.4.1 Swing Shift (SB1, SC1, SD1 and SI1)

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

When five (5) or more hours of a unit member's work shift, exclusive of the lunch period, are between the hours of 5:00 p.m. and 12:00 a.m., that unit member shall be paid one dollar and eleven (\$1.11) cents per hour for each hour worked in the shift.

5.5.4.2 Graveyard Shift (SB1, SC1, SD1 and SI1)

When five (5) or more hours of a unit member's work shift, exclusive of the lunch period, are between the hours of 12:00 a.m. and 7:00 a.m., the unit member shall be paid one dollar and thirty-one (\$1.31) cents per hour for each hour worked in such work shift.

5.5.4.3 Rotating Shift (SB1, SC1, and SD1 only)

When a unit member is assigned to a regular rotating shift schedule, that unit member shall be paid one dollar and eleven (\$1.11) cents per hour for each hour worked in the schedule.

For the purposes of this Section, "Rotating Shift Schedule" is defined as a work schedule that rotates the assigned work days and work hours more frequently than once every six (6) weeks, with one of the regular schedules being a swing or graveyard shift, as part of an overall schedule covering related unit members.

#### 5.5.5 Acting Pay (Applies to SB1, SC1, and SD1 only)

Department heads or designee may authorize acting pay assignments for unit members, not to exceed thirty (30) calendar days. The City Administrator shall approve acting pay assignments that exceed thirty (30) calendar days.

Any represented employee who has been assigned, in writing to assume and perform all of the ordinary day-to-day duties and responsibilities of a position of a higher classification for one (1) or more working days, shall be paid an additional seven and one half percent (7.5%) of the regular pay of the represented employee's own classification for such time worked in a higher classification.

If the acting pay assignment extends beyond a consecutive ninety (90) calendar day period, the represented employee shall be paid a premium at the rate of twelve and one half percent (12.5%) of the regular pay of the employee's own classification, beginning on the ninety-first (91st) day of the acting assignment.

A represented employee who acts in a position of higher classification under this provision, for a consecutive period of thirty (30) calendar days or less, shall not receive acting pay during any period(s) of paid leave occurring during the acting assignment. However, a represented employee who acts in a position of higher classification, under this provision, for a consecutive period in excess of thirty (30) calendar days shall receive acting pay during period(s) of paid leave occurring during the acting assignment, commencing with the thirty-first (31st) day of acting assignment and continuing until said acting assignment is terminated.

The City shall make every reasonable effort to rotate Acting Pay by rank order of an existing eligibility list in the appropriate classification. In the absence of an eligibility list of the appropriate classification the City shall make every reasonable effort to rotate by seniority. No unit member shall be in an acting assignment for more than nine hundred sixty (960) hours each fiscal year. For the purposes of this provision, the nine hundred sixty (960) hours need not be consecutive.

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

The above provision excludes unit members receiving "In Charge of Branch Library" pay.

#### 5.5.6 Standby Pay (Applies to SB1, SC1, and SD1 only)

When a department head or designee assigns a unit member to standby, the unit member shall be paid an amount equivalent to one and seventy-five hundredths (1.75) hours straight time pay for each eight (8) hour period of standby assignment.

In selecting unit members for standby pay, the department head or designee shall determine which unit members are qualified for the standby assignment. Every six (6) months, qualified unit members performing the work during regular work hours shall be provided the opportunity to be placed on the standby rotation list for the next six (6) months. Standby will be offered to unit members on the standby rotation list in the order of seniority. The most senior unit member, based on initial hire date into the most recent Civil Service classification, will be placed at the top of the standby rotation list. In the event employees have the same Civil Service hire date into the most recent classification, those employees will then be placed on the standby list based on their initial Civil Service hire date with the City. If a unit member on the standby rotation list refuses a standby rotation, the rotation will be offered to the next senior unit member on the standby rotation list. If all unit members on the standby rotation list refuse the standby rotation, the least senior and qualified unit member must accept the standby.

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

If there are alphabetical standby rotation lists in use at the time of the effective date of this Agreement, when they expire, all such lists shall operate on the basis of seniority as defined in this section.

#### 5.5.7 Premium Pay During Paid Leave (Applies to SB1, SC1, and SD1 only)

Shift differential and other regular premium pay shall continue to be paid during vacation leave, sick leave, and during other paid leave up to a total of thirty (30) calendar days, for a unit member who is then regularly assigned to a position in which the unit member is eligible for such differential or premium pay.

#### 5.5.8 No Pyramiding

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

#### 5.5.9 Special Premium Pay (Applies to SB1, SC1, and SD1 only)

The City agrees to pay the following premium pay:

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

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

5.5.9.3 A Library Aide, Library Assistant, Senior Library Assistant, Librarian I or Librarian II, when assigned and in charge of a branch library, shall be paid an additional one dollar and seventy-five cents (\$1.75) an hour. This premium pay can be received in hourly increments and only one unit member at a time can receive this special premium pay. The unit member does not qualify for this premium pay during period(s) of paid leave.

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

5.5.9.5 Unit members with a valid Class B license, assigned to and operating a vehicle that requires a Class B license shall be paid an additional ninety-six cents (\$0.96) per hour.

5.5.9.6 Unit members with a valid Class A license, assigned to operate or drive a vehicle that requires a Class A driver's license shall be paid an additional one dollar and twenty cents (\$1.20) per hour.

5.5.9.7 Unit members with the proper license and certification, assigned to operate or drive a Hydro Flusher or 10-wheel dump truck shall be paid an additional ninety-six (\$0.96) per hour.

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

5.5.9.9 Unit members in the classification of Public Works Maintenance Worker or Street Maintenance Leader in the Keep Oakland Clean and Beautiful (KOCB) or Heavy Equipment Operator(s) assigned to work in the KOCB Division of Oakland's Public Works Department (OPW) who are assigned and scheduled to clean or clear a homeless encampment shall be entitled to this premium if the work meets the following criteria:

Clean and Clearing Homeless Encampment:

- Posted 72 hours in advance of the work; and
- Accompanied by a police escort; or

Clean and Clearing Homeless Encampment:

- Accompanied by a police escort with or without a 72 hours posting.

The eligible employee shall be paid an additional \$0.96 (ninety-six cents) per hour for all hours of the work shift that involves cleaning or clearing or providing garbage service to the homeless encampment. A unit member shall not be entitled to this premium when removing garbage or piles of debris that are located in the proximity of an encampment.

#### 5.5.10 Special Premium Pay for Temporary Part-Time Unit Members (SI1)

5.5.10.1 A Library Aide, Library Assistant, Librarian I or Librarian II, when assigned and in charge of a branch library, shall be paid as additional one dollar and seventy-five cents (\$1.75) an hour. This premium pay can be received in hourly increments and only one unit member at a time can receive this premium pay. The unit member does not qualify for this premium pay during period(s) of paid leave.

5.5.10.2 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.

5.5.10.3 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.

5.5.10.4 Members in the Parks and Recreation Department, in the classification of Van Driver, PT with a Class B license and the required endorsements shall be paid a special premium pay of five dollars (\$5.00) per hour when assigned to and operating a commercial vehicle that has the capacity to transport fifty (50) or more passengers.

If the Van Driver classification in the Parks and Recreation Department is converted to full time or permanent part time, the \$5.00 special premium pay shall apply.

5.5.11 Bilingual Pay (Applies to SB1, SC1, SD1 and SI1 as designated)

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, Human Resources Management shall designate the non-English languages that may be used in accordance with the methodology required by the Equal Access to Services Ordinance (Ordinance No. 12324 CMS) and Administrative Instruction 558 concerning bilingual pay procedures. To be eligible for bilingual premium pay, a unit member must be certified and designated under either subsection 5.5.11.1 or 5.5.11.2 and must provide bilingual service when requested by the City. An employee may make a request of their supervisor to be considered for certification and/or designation.

5.5.11.1 Level 1 Certification (SB1, SC1, SD1, and SI1 as designated)

To be eligible for Level 1 Certification, a unit member must have the ability to effectively communicate with the public in a non-English language designated in accordance with the methodology required by the Equal Access to Services Ordinance (Ordinance No. 12324 CMS) and Administrative Instruction 558 concerning bilingual pay. A unit member shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in this section and section 5.5.11.2 shall not be pyramided.

A. Full Time and Permanent Part Time Unit members (SB1, SC1, and SD1 only) certified with Level 1 skills shall be paid \$45 per pay period.

B. Police and Fire Communications Dispatchers and Temporary Part Time Unit members (SI1) certified with Level 1 skills shall be paid \$.60 per hour.

5.5.11.2 Level 2 Certification (SB1, SC1, and SD1, and SI1 as designated)

To be eligible for Level 2 Certification, a unit member must have the ability to translate conversations and written materials in Non-English language designated in accordance with the methodology required by the Equal Access to Services Ordinance (Ordinance No. 12324 CMS) and Administrative Instruction 558 concerning bilingual pay. A unit member shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in sections 1.1 and this section shall not be pyramided.

A. Full Time and Permanent Part Time Unit members (SB1, SC1, and SD1 only) certified with Level 2 skills shall be paid \$90 per pay period.

B. Police and Fire Communications Dispatchers and Temporary Part Time Unit members (SI1) certified with Level 2 skills shall be paid \$1.20 per hour.

5.5.11.3 Certification Standards (SB1, SC1, SD1, and SI1)

The Personnel Director establishes the testing procedures and departments designate individual employees pursuant to City Administrative Instruction 558 – Bilingual Pay as revised in October 2014.

5.5.11.4 Arbitrability of Bilingual Pay (SB1, SC1,SD1, and SI1)

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 15 of this collective bargaining agreement and shall not be appealed to the Civil Service Board.

5.5.12 Notary Public Pay (Applies to SB1, SC1, and SD1 only)

Upon written designation by the appointing authority, the City shall approve payments of additional thirty-five (\$.35) cents per hour to



qualified unit members for the performance of notary public duties for City business purposes. These unit members shall submit proof of notary public certification annually in order to maintain notary public payments. The premium pay will be removed when the designation is revoked in writing by the appointing authority and the unit members will no longer be required to perform notary public duties. Unit members paid to perform notary public duties for the City shall not perform private notary public duties during City work hours.

5.5.13 Driving Trucks in Parks/Recreation (Applies to SB1, SC1, and SD1 only)

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

5.5.14 Certified Training Officer (Applies to SB1, SC1, and SD1 only)

Police Evidence Technician (PET) selected by the Oakland Police Department as a Certified Trainer (CT) shall be paid five (5.0%) percent premium pay in addition to the unit member's regular base rate of pay. This CT premium pay shall be paid to an eligible unit member regardless of whether or not the unit member is assigned to train. At the Police Chief's discretion, a unit member may be decertified.

A Police Communications Dispatcher ("PCD") selected by the Oakland Police Department as a Certified Trainer ("CT") shall be paid seven-and-one-half (7.5%) percent premium pay in addition to the unit member's regular base rate of pay. This CT premium shall be paid to an eligible unit member regardless of whether or not the unit member is assigned to train. At the Police Chief's discretion, unit member may be decertified.

A Fire Communications Dispatcher ("FCD") selected by the Oakland Fire Department as a Certified Trainer ("CT") shall be paid seven-and-one-half (7.5%) percent premium pay in addition to the unit member's regular base rate of pay. This CT premium shall be paid to an eligible unit member when assigned to train and performing training duties. At the Fire Chief's discretion, a unit member may be decertified.

5.5.15 School Crossing Guard (Applies to SC1 only)

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



5.5.16 Self-Propelled Spreader Box (Applies to SB1, SC1, and SD1 only)

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

5.5.17 Miscellaneous Licensing and Certification Premium Pay (Applies to SB1, SC1, and SD1 only)

The City agrees to consider requests by represented employees for either two point five percent (2.5%) or five percent (5%) premium pay for possession of licenses and certifications used by the represented employee in the conduct of City business, but not required for their classification. This premium pay must be recommended by the Agency head and approved by the City Administrator.

Represented employees must maintain a valid license or certification for continued receipt of this licensing premium pay, and shall be entitled to receive this premium pay only as long as they remain in the classification for which the premium was awarded. If the represented employee changes classification but he/she continues to use the license or certification in the conduct of City business, they may reapply for the premium.

A request for award of such premium pay shall be submitted to the Director of Personnel, who shall forward the request to the City Administrator for final approval.

The City shall respond to such request within sixty (60) calendar days of submission by the represented employee.

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.

## 5.6 Allowances

### 5.6.1 Meal Allowance (Applies to SB1, SC1, SD1, and SI1)

5.6.1.1 Each unit member who, when directed to do so, works continuously two (2) hours or more immediately before or after a regular scheduled shift working day shall be paid a meal allowance of eighteen dollars (\$18.00). If the unit member continues to work beyond the first two (2) hours, and the work is not a part of the regular shift, the unit member shall be paid an additional meal allowance of eighteen dollars (\$18.00) for each successive four (4) hour period so worked.

5.6.1.2 Each unit member who is directed to return to work overtime within fewer than twenty-four (24) hours after completion of the unit member's regular shift and who has left the employment site, and who so works four (4) hours or more shall be paid a meal allowance of eighteen dollars (\$18.00). Unit members shall be paid an additional meal allowance of eighteen dollars (\$18.00) for each successive four (4) hour period continuously worked.

5.6.1.3 Each unit member who is scheduled to work on a scheduled day off with fewer than twenty-four (24) hours advance notice and who so works four (4) hours shall be paid one meal allowance of eighteen dollars (\$18.00). In the event the unit member continues to work on a scheduled day off for a total of more hours than the normal shift working day, the unit member shall be paid such additional meal allowance(s) as may be appropriate under the formula described in the provisions of 5.6.1.1 above.

5.6.1.4 Meal allowances shall not be paid for assigned work scheduled at least twenty-four (24) hours in advance where the work is not an extension of the regular workday, or in those instances where the City furnishes meals.

### 5.6.2 Uniform Allowance (Applies to SB1, SC1, SD1, and SI1 as designated by subsection)

The City agrees to provide the following initial and annual uniform allowances to unit members in the classifications listed below.

Bargaining unit members who are provided a uniform allowance shall as a condition of employment wear the uniform during work hours.

Effective July 1, 2022 the annual uniform allowances shall be adjusted as follows:

Classification	Initial Allowance	Annual Replacement
Animal Control Officer	\$1,050.00	\$315.00
Fire Communications Dispatcher	\$381.00	\$287.00
Fire Prevention Bureau Inspector	\$945.00	\$449.00
Fire Suppression District Inspector	\$945.00	\$449.00
Fire Suppression District Inspector (PT)	\$449.00	\$449.00
Hazardous Materials Inspector II	\$945.00	\$449.00
Museum Guard (FT/PPT)	\$585.00	\$317.00
Parking Control Technician (FT)/(PPT)	\$522.00	\$346.00
Parking Meter Collector (FT/PPT)	\$511.00	\$482.00
Police Communications Dispatcher	\$387.00	\$287.00
Police Communications Operator	\$387.00	\$287.00
Police Evidence Technician	\$743.00	\$449.00
Police Services Technician II	\$555.00	\$287.00
Fire Equipment Technician	\$263.00	\$158.00

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

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

#### 5.6.2.1 City Provided Uniforms (Applies to SB1, SC1, SD1, and SI1)

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.

The unit members must return their 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.

<b>Classification</b>	<b>Rental Value *</b>
Animal Care Attendant	\$5.73 - \$8.89
Automotive Equipment Mechanic	\$12.23 - \$18.97
Automotive Equipment Service Workers	\$15.84 - \$24.56
Blacksmith/Welder	\$6.71 - \$10.41
Construction & Maintenance Mechanic	\$2.04 - \$3.40
Concrete Finisher	\$6.90 - \$10.70
Construction Inspector	\$5.33 - \$8.27
Custodian (FT/PPT/TPT)	\$3.36 - \$5.20
Electrician Helper	\$4.49 - \$6.95
Electricians	\$4.49 - \$6.95
Electro-Mechanical Machinist	\$6.71 - \$10.41
Equipment Body Repair Worker	\$6.90 - \$10.70
Equipment Part Technician	\$2.67 - \$4.13
Food Service Worker	\$7.03 - \$13.08
Gardener Crew Leader	\$8.00 - \$12.40
Gardener I/II	\$5.87 - \$9.09
Heavy Equipment Mechanic	\$6.90 - \$10.70
Heavy Equipment Operator	\$5.33 - \$10.70
Heavy Equipment Service Worker	\$6.90 - \$10.70
Irrigation Repair Specialist	\$2.59 - \$4.01
Painters	\$5.33 - \$23.78
Park Equipment Operator	\$8.00 - \$12.40
Parking Control Technician (TPT)	\$7.24 - \$11.22
Parking Meter Repair Worker	\$0.47 - \$0.73
Park Attendant	\$7.47 - \$11.57
Public Works Maintenance Workers	\$10.67 - \$18.87
Construction Inspector, Senior	\$5.22 - \$8.10
Sign Maintenance Worker	\$0.76 - \$1.72
Stationary Engineer	\$5.33 - \$8.27
Street Maintenance Leader	\$7.47 - \$18.97
Street Sweeping Operator	\$7.47 - \$11.57
Traffic Sign Maker	\$0.76 - \$1.72

\* The rental value represents the estimated cost of the rental uniform during the term of this Agreement and is provided in this Article solely to comply with CalPERS' regulations. Classic CalPERS members (employees hired *prior* to January 1, 2013) should contact the payroll division of the Finance Department should they want to know the exact amount reported to CalPERS

during a certain pay period. Employees in the classifications identified above are not responsible for paying or reimbursing the City for the cost of providing a uniform

#### 5.6.2.2 Special Uniform Provision for Temporary Part Time (SI1)

Special Uniform Provisions for SI1- The City agrees to provide raingear, boots, and coveralls for temporary part- time employees (SI1) assigned to work in open areas.

Employees in the Oakland Public Works (OPW) may return their 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.

#### 5.6.2.3 Crossing Guards (SC1 and SI1 only)

The department will purchase windbreaker jackets and reflective gear 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 their 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 their uniform to the department within forty-eight (48) hours.

#### 5.6.2.4 Department of Planning and Building (DPB)

The Department of Planning and Building (DPB) will purchase uniforms for the unit members in the classifications listed below for identification and safety in the field. The uniforms shall remain the property of the City of Oakland. If a unit member terminates their City employment, moves into a classification not listed below, transfers to a different agency and/or is no longer covered by this Agreement, they must return the uniform to DPB. Management in DPB and the Union shall determine the type of uniform(s) these unit members will wear in the field.

Specialty Combination Inspector  
Specialty Combination Inspector, Senior  
Code Enforcement Inspector, Assistant  
Construction Inspector  
Construction Inspector, Senior

#### 5.6.2.5 New Unit Members (SB1, SC1, and SD1 only)

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

#### 5.6.2.6 Additional Classifications

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

#### 5.6.3 Automobile Allowance (Applies to SB1, SC1, and SD1 only)

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

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

##### 5.6.3.1 Category III

If the City determines that the nature of the work assigned to a unit member, requires the use of an automobile on a regular basis for more than one-half of the unit member's work schedule, the unit member may utilize a private vehicle and the City shall reimburse the unit member at \$137.55 per month.

In addition to the per month allowance, the City shall reimburse the unit member at the current US Internal Revenue Service standard mileage rate.

##### 5.6.3.2 Category IV

If the City determines that the nature of the work assigned to a unit member requires the use of an automobile on an intermittent basis or on a regular basis of less than one-half of the unit member's work schedule, the unit member may utilize

a private vehicle and be reimbursed at the current US Internal Revenue Service standard mileage rate.

#### 5.6.4 Tool Allowance (Applies to SB1, SC1, and SD1 only)

The City agrees to provide an annual tool allowance of six hundred and twenty-five dollars (\$625) to unit members in the classifications of Automotive Equipment Mechanic, Heavy Equipment Mechanic, Equipment Body Repair Worker, and Electro-Mechanical Machinist.

The City agrees to provide an annual tool of allowance of three hundred (\$300) to unit members in the classifications of Plumber, Construction and Maintenance Mechanic, Carpenter, and Maintenance Mechanic.

The allowance shall be paid to unit members currently serving in these classes annually in the month of January. New employees shall be paid within thirty (30) days of their first day of work and annually thereafter.

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

#### 5.6.5 Safety Shoe Voucher (Applies to SB1, SC1, SD1, and SI1)

The City may require unit members to wear safety shoes while performing duties for the City. Unit members serving in the following classifications shall wear safety shoes:

Animal Care Attendant	Irrigation Specialist
Animal Control Officer	Library Aides or Library Assistants who are designated and assigned to delivery or sorting services in the sorting area of the Main Library
Auto Equipment Mechanic	Maintenance Mechanic
Auto Equipment Painter	Painter
Auto Equipment Service Worker	Park Attendant
Blacksmith Welder	Park Equipment Operator
Carpenter	Parking Control Technician
Community Intervention Specialist (CIS)	Parking Control Technician II
Concrete Finisher	Parking Meter Collector
Construction and Maintenance Mechanic	Parking Meter Repair Worker



Construction Inspector	Plumber
Custodian (on the route)	Police Evidence Technician
Electro Mechanical Machinist	Police Service Technician II
Equipment Body Repair Worker	Public Works Maintenance Worker
Emergency Medical Technician (MACRO EMT)	Reproduction Assistant
Equipment Parts Technician	Reprographic Offset Operator
Fire Equipment Technician	Senior Construction Inspector
Fire Prevention Bureau Inspector	Senior Specialty Combination Inspector
Fire Suppression District Inspector	Sewer Maintenance Leader
Food Program Coordinator	Sewer Maintenance Worker
Food Service Worker	Sign Maintenance Worker
Gardener Crew Leader	Specialty Combination Inspector
Gardener I	Stationary Engineer (and PPT)
Gardener II	Storekeeper
Greenskeeper	Street Maintenance Leader
Hazardous Materials Inspector II	Street Sweeper Operator
Heavy Equipment Mechanic	Traffic Painter
Heavy Equipment Operator	Tree Worker/Driver
Heavy Equipment Service Worker	

In addition, the City shall make available at each branch library slip-on safety shoes for those unit members who may be incidentally assigned to perform receiving/sorting activities.

#### 5.6.5.1 City Contribution (Applies to SB1, SC1, and SD1 only)

For each unit member required by the City to wear safety shoes (and not listed below in section 5.6.5.2), the City shall provide a voucher from the City designated department for two hundred dollars (\$200) annually toward the cost of acquiring one (1) pair of safety shoes and related shoe supplies as appropriate for the unit member's position through the City vendor. Vouchers will be available in January of each fiscal year. "Safety shoes" means foot protection that complies with the requirements of Cal/OSHA – Title 8, Subchapter 7, Group 2, Article 10, §3385 Foot Protection.

#### 5.6.5.2 Positions Eligible for Second Voucher (Applies to SB1,



SC1, and SD1 only)

For each unit member required by the City to wear safety shoes and assigned for at least six (6) consecutive months to one or more of the following classifications: Street Sweeper Operator, Heavy Equipment Operator when assigned to KOCB, Parking Meter Collector, Sewer maintenance Worker, Sewer Maintenance Leader, Public Works Maintenance Worker assigned to KOCB, Street Maintenance Leader assigned to KOCB, Traffic Painter, Painter assigned to Graffiti, the classifications assigned to the Heavy Pavement Crew and the classifications assigned to the Undulation Crew, the City shall provide vouchers from a City vendor for two hundred dollars (\$200) bi-annually toward the cost of acquiring safety shoes and related shoe supplies as appropriate for the unit member's position. Vouchers will be available in January and August of each fiscal year. The City shall provide the vouchers during January and August of each fiscal year. "Safety shoes" means foot protection that complies with the requirements of Cal/OSHA – Title 8, Subchapter 7, Group 2, Article 10, §3385 Foot Protection.

5.6.5.3 Newly Employed Unit Members (Applies to SB1, SC1, and SD1 only)

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

5.6.5.4 Additional Classifications (Applies to SB1, SC1, SD1, and SI1)

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

5.6.6 Driver's License Hazardous Materials Certification Reimbursement (Applies to SB1, SC1, and SD1 only)

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

5.6.7 Video Display Terminal (VDT) Glasses (Applies to SB1, SC1, and SD1 only)

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

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

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

5.7 Required Licenses and Certifications (Applies to SB1, SC1, SD1, and SI1)

All unit members who are required by the City to drive Class A and/or Class B vehicles must qualify for and maintain a California Class A and/or Class B Driver's License.

5.7.1 City Training and Testing (Applies to SB1, SC1, and SD1 only)

A. At least biannually (every other year), the City shall offer unit members approved by the City the opportunity to prepare for the DMV Class A and/or Class B Driver's License exam by participating in the City's Class A and/or Class B Driver's License Training Program ("Program").

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

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

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

- B. In the calendar year when the City does not offer training under subsection A above, the City will fully cover the cost of Class A/Class B training programs provided by a third party for up to twenty (20) unit members in that year, whose selection will be subject to the same procedures and requirements as in subsection A above. The City will reimburse the unit member for the cost up to \$4,000 for Class B training and \$6,000 for Class A training.

5.7.2 Eligibility (Applies to SB1, SC1, SD1, and SI1 only)

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

- (1) Be selected as one of the twenty-five (25) eligible unit members as described in Section 5.7.3 below;
- (2) During the previous twelve (12) months, have no disciplinary actions or letters of reprimand;
- (3) Possess a valid California Class C driver's license;
- (4) Have no moving violations during the twelve (12) months preceding the start of the Program; and
- (5) Agree to participate in the Program on their own time, without compensation, before or after work hours.

5.7.3 Selection for the Program (Applies to SB1, SC1, SD1, and SI1)

Each time the City offers the Program, the City shall train a maximum of twenty-five (25) eligible unit members.

The City shall notify Oakland Public Works (OPW) and Department of Transportation (DOT) unit members at least two weeks prior to each Program. If fewer than twenty-five (25) OPW and/or DOT unit members apply for the Program, the City shall offer it to unit members in Parks and Recreation and may offer it to unit members in other City departments and agencies, including the Port of Oakland. If more than twenty-five (25) OPW and DOT unit members apply for the Program, the City shall select unit members on the basis of job classification seniority. If a unit member applies for and is selected for the Program, but does not begin the Program, the City shall select another eligible unit member for the Program. If a unit member begins the training and, for whatever reason, drops out prior to completion, the City will have no obligation to select another unit member for the Program. If more than twenty (20) eligible unit members apply, those not selected shall receive a written statement of the reason(s) they were not selected.

5.7.4 Training Opportunities for Temporary Part-Time Members (SI1)

SI1 employees shall continue to be granted reasonable opportunities to enhance job skills. The City 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.

5.8 Commuter Check Program (Applies to SB1, SC1, SD1, and SI1)

The City shall provide, as an option in the IRS Sec. 125 salary reduction plan, a commuter transportation and parking benefit up to the maximum permitted by law. The City agrees to pay the monthly administrative fee, not to exceed five dollars (\$5) per month, for represented employees participating in the Commuter Check Program.

5.9 Premium Pay Reported to CalPERS (Applies to SB1, SC1, and SD1 only)

Premium pay will be reported to CalPERS pursuant to CalPERS regulations and state law.

## ARTICLE 6: RETIREMENT

**(Applies to SB1, SC1, SD1, SI1 as designated by subsection)**

### 6.1 Retirement Benefits (Applies to SB1, SC1, and SD1 only)

#### 6.1.1 Tier One: 2.7% At 55 Retirement Plan – Unit Members Hired Prior to June 8, 2012

This Section 6.1.1 (including subsections) shall apply to bargaining unit members hired prior to June 8, 2012.

##### 6.1.1.1 2.7% at 55 Retirement Plan

The 2.7% at 55 retirement plan will be available to eligible bargaining unit members covered by this Section 6.1.1.

##### 6.1.1.2 PERS Contribution

Each unit member shall pay the full member contribution to PERS equal to eight percent (8%) of the compensation paid the member for service rendered, with state and federal income tax on the PERS members contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

##### 6.1.1.3 Final Compensation

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 6.1.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

#### 6.1.2 Tier Two: 2.5% At 55 Retirement Plan - Unit Members Hired On or After June 8, 2012, But Before January 1, 2013, and Classic Members as Determined by CalPERS

This Section 6.1.2 (including subsections) shall apply to bargaining unit members hired on or after June 8, 2012, but before January 1, 2013. In addition, this Section 6.1.2 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements.

6.1.2.1 2.5% at 55 Retirement Plan

The 2.5% at 55 retirement plan will be available to eligible bargaining unit members covered by this Section 6.1.2.

6.1.2.2 PERS Contribution

Each unit member shall pay the full member contribution to PERS equal to eight percent (8%) of the compensation paid the member for service rendered, with state and federal income tax on the PERS members contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

6.1.2.3 Final Compensation

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 6.1.2 shall mean the highest average annual compensation earnable by a member during the three (3) consecutive years of employment as specified in Government Code 20037.

6.1.3 Tier Three: 2.0% At 62 Retirement Plan - Unit Members Hired On or After January 1, 2013

This Section 6.1.3 (including subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

6.1.3.1 2.0% at 62 Retirement Plan

The 2.0% at 62 retirement plan will be available to eligible bargaining unit members covered by this Section 6.1.3.

6.1.3.2 PERS Contribution

As required by Government Code Section 7522.30, all bargaining unit members covered by this Section 6.1.3 shall pay, through payroll deductions, fifty percent (50%) of normal costs, with state and federal income tax on the PERS members contribution deferred to the extent

permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

#### **6.1.3.3 Final Compensation**

As required by Government Code Section 7522.32, effective January 1, 2013, for the purpose of determining a retirement benefit, final compensation for new members shall be based on the highest annual average pensionable compensation earned during the previous thirty-six (36) consecutive months of service.

#### **6.1.4 Premium Pay Report to CalPERS**

Premium Pay will be reported to CalPERS in accordance with Article 5.9.

#### **6.1.5 Post Retirement Survivor Allowance**

Upon death after retirement, an allowance shall be continued to the surviving spouse or domestic partner. A "surviving spouse or domestic partner" means for service retirements, a husband or wife who was married to or a domestic partner who was registered as a domestic partner with the member at least one year prior to the member's retirement and continuously to the date of the retired member's death. The represented employee's survivor receives one-half the amount of the retired represented employee's unmodified allowance based on service not subject to the modification for Social Security. (Government Code Sections 21624, 21626 and 21628.)

#### **6.1.6 Post Retirement Survivor Allowance**

If a surviving spouse remarries on or after January 1, 1985, the one-half survivor continuance allowance will not cease. (Government Code Sections 21635)

#### **6.1.7 Optional Benefits**

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

##### **6.1.7.1 Military Services Credited As Public Service**

Up to four (4) years of military service can be granted for time during which a unit member served continuously with the active armed forces or the Merchant Marines including any period of rehabilitation, plus six (6) months thereafter. The unit member is required to contribute employee and employer contributions except that service rendered prior to September 1, 1970, may be granted at no cost to the unit member.

6.1.7.2 Public Service Credit for Peace Corps, Americorps VISTA, or Americorps Service

Represented employees may elect to purchase up to three (3) years of service credit for any volunteer service in the Peace Corps, Americorps VISTA (Volunteer In Service To America), or Americorps. (Government Code Section 21023.5.) The represented employee is required to contribute employee and employer contributions. Represented employees may obtain cost information by contacting CalPERS Member Services Division. Final determination of benefit eligibility shall be made by CalPERS.

6.2 Retirement for Temporary Part-Time Members (SI1)

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 SI1; 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:

6.2.1 City Contribution (SI1)

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 International City/County Management Association Retirement Corporation (ICMA RC) 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.

6.2.2 Employee Contribution (SI1)



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.

6.2.3 Deferred Compensation Information (SI1)

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

## **ARTICLE 7: INSURANCE PROGRAMS**

**(Applies to SB1, SC1, SD1, SI1 as designated by subsections)**

### **7.1 Medical Insurance (Applies to SB1, SC1, and SD1 only)**

#### **7.1.1 Medical Insurance under PEMHCA**

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

An eligible newly hired unit member will be enrolled in the CalPERS PEMHCA Kaiser Plan with employee self-coverage only unless the unit member submits an Employee Benefits Enrollment form for a different PEMHCA health plan for enrollment of self and dependents, if any. Eligible unit members may waive coverage, but only if they submit evidence of coverage through an alternate group health plan provided by another employer or provider. Eligible unit members must recertify declination of coverage annually during Open Enrollment and provide proof of qualifying coverage. The exception is if a unit member has waived his/her health insurance and/or is enrolled in PEMHCA under another health plan, as CalPERS does not permit dual enrollment.

#### **7.1.2 City Contribution to PERS**

The City shall pay directly to PERS one hundred and twenty-eight dollars (\$128.00) per month as a contribution toward the PEMHCA plan medical insurance premium for each active unit member and retiree who elects to enroll in a PEMHCA medical plan. As required by Government Code Section 22892, the City's contribution shall be \$128.00 per month.

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

#### **7.1.3 Change in PERS Regulations**

In the event PERS requires additional employer payment in excess of the amounts stated in Section 7.1.2, the City shall not be bound by any obligation under Section 7.1.2, but rather the parties shall meet and confer regarding restructuring the provisions of Section 7.1.2 provided

that, for a reasonable time period to allow for meeting and conferring, the City shall continue the benefits under Section 7.1.2.

**7.1.4 Full Medical Insurance Comparable To Rate Charged Under PEMHCA Kaiser Bay Area Plan (Applies to SB1, SC1 and SD1 only)**

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

Any new member who does not submit enrollment forms within sixty (60) days of eligibility will be enrolled in the CalPERS Kaiser 1 – Party plan by default. If dependent information is on file, the new member will be enrolled in the default CalPERS Kaiser for member and spouse or family coverage for member, spouse, and dependent children.

Any member requesting to change from the default CalPERS Kaiser plan will be subject to the CalPERS PEHMCA waiting period rules in effect at that time.

**7.2 Medical and Dependent Care Reimbursement Plan (Applies to SB1, SC1 and SD1 only)**

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

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

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

Effective January 1, 2004, the monthly in lieu amount shall be increased to \$135.

Effective January 1, 2005, the monthly in lieu amount shall be increased to \$145.

Effective January 1, 2006, the monthly in lieu amount shall be increased to \$150.

Effective January 1, 2007, the monthly in lieu amount shall be increased to \$160.

Effective January 1, 2016, the monthly in lieu amount shall be increased to \$300.

#### 7.2.1 Maximum Reimbursement Amounts

The maximum annual amount that may be deducted from a permanent unit member's annual salary for reimbursement of nonmedical dependent care expenses is \$5,000. The maximum amount that may be deducted from the permanent unit member's annual salary for reimbursement of personal and dependent medical expenses is \$2,500. All medical and dependent care expenses for which reimbursement is requested must comply with the requirements of the IRS code.

#### 7.2.2 Administrative Fees

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

#### 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 January 1, 2023, the City shall provide at least one dental plan with annual coverage of no less than \$2,000.

#### 7.4 Vision Care (Applies to SB1, SC1, and SD1 only)

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

#### 7.5 Blood Bank (Applies to SB1, SC1, SD1, and SI1)

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

##### 7.5.1 Sponsor

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

##### 7.5.2 Eligibility

All City of Oakland employees and family dependents.

##### 7.5.3 Program Operation

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

#### 7.6 Life Insurance (Applies to SB1, SC1, and SD1 only)

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

##### 7.6.1 Death Benefit for Temporary Part-Time Members (SI1)

Effective December 22, 2004, the City agrees to provide a three thousand (\$3,000.00) death benefit for each such SI1 unit employee, payable to the designated beneficiary, upon the death of the SI1 unit member while employed by the City.

7.7 Substance Abuse Counseling (Applies to SB1, SC1, and SD1 only)

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

7.8 Insurance Program Modifications (Applies to SB1, SC1, SD1 and SI1)

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

7.9 Continuation Of Coverage While On Paid Leave (Applies to SB1, SC1, and SD1 only)

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

7.10 Deferred Compensation Plan (Applies to SB1, SC1, and SD1 only)

A unit member may participate in the established City deferred compensation plan. The Union shall have one member on the City's Deferred Compensation Committee. The unit member shall be released to attend City committee meetings and the annual Deferred Compensation Seminar sponsored by the National Association of Government Defined Contribution Administrators (NAGDCA).

7.11 State Disability Insurance (Applies to SB1, SC1, SD1, and SI1)

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

7.12 Retiree Benefit (Applies to SB1, SC1, and SD1 only)

Any unit member who retires from the City on or after January 1, 1987, who has ten (10) years or more of service with the City in either a full-time or part-time position, and who enrolls in a PERS PEMHCA plan shall receive for such time as they maintains their enrollment in a PEMHCA health plan the following benefit: effective January 1, 2003, the lesser of a monthly payment of four hundred twenty-five and forty-two cents (\$425.42) or one hundred percent (100%) of the unit member's PEMHCA plan premium for the unit

member and one dependent computed by combining the provisions of 7.1.2 above with this benefit. These payments shall be made on a quarterly basis. The City shall provide the option of direct deposit if it becomes available for this benefit. The obligations set forth in this subsection shall be subject to the following conditions:

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

## ARTICLE 8: LEAVES OF ABSENCE

(Applies to SB1, SC1, SD1, and SI1 as designated by subsection)

### 8.1 Sick Leave

#### 8.1.1 Status Report of Accrued Leave (Applies to SB1, SC1, SD1 and SI1)

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

#### 8.1.2 Annual Earned Sick Leave (Applies to SB1, SC1, and SD1 only)

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

#### 8.1.3 Accumulated Earned Sick Leave (Applies to SB1, SC1, and SD1 only)

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

#### 8.1.4 Use of Sick Leave (Applies to SB1, SC1, and SD1 only)

##### 8.1.4.1 Minimum Usage

Sick leave may be used in minimum increments of one hour. With the exception of unit members on attendance management program, medical verification may be requested only if a unit member's absence is in excess of three (3) workdays.

##### 8.4.2.2. Family Illness

Each unit member who is otherwise eligible to take sick leave may, in the event of illness in the immediate family, take a maximum of twelve (12) working days family sick leave in any calendar year. Such family sick leave shall be charged against the unit member's accumulated sick leave credits and is subject to acceptable medical verification in accordance with 8.1.4.1.



For the purposes of this provision, immediate family shall be defined as parent, spouse, child, sibling, grandparent, father-in-law, mother-in-law, grandchildren, and domestic partners of represented employees who have filed a Declaration of Domestic Partnership, in accordance with established City policy. The terms “child, parent, grandchild and grandparent” shall apply equally to relationships by birth, adoption, marriage or guardianship (e.g. natural children, adopted children, step children and foster children). This provision shall also apply to persons for whom the represented employee has durable power of attorney for health care.

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

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

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

8.1.5 Sick Leave Buy-Back-Leaving City (Applies to SB1, SC1, and SD1 only)

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

8.1.6 Annual Sick Leave Sell Back/Conversion (Applies to SB1, SC1, and SD1 only)

- a) Unit members may sell back a portion of their unused sick leave or convert it to additional days of vacation, provided that the unit member must have a minimum of four-hundred and eighty (480) hours of accumulated sick leave at the end of the calendar year (December 15). The unit member may exercise one of the following options each calendar year:
- (1) Accumulate sick leave credits to the one-thousand, two hundred (1200) hour maximum; or
  - (2) Convert sick leave earned in excess of the basic requirement of four-hundred and eighty (480) hours to vacation ratio of two (2) sick leave hours to one (1) hour of vacation up to a maximum of forty-eight (48) hours of vacation (96 hours of sick leave).
  - (3) Sell back sick leave earned in excess of the basic requirement of four-hundred and eighty (480) hours, at the ratio of (2) sick leave hours to one (1) hour of pay, up to maximum of forty-eight (48) hours of pay.
- b) Unit members who wish to sell back Sick Leave must file an irrevocable election identifying the number of Sick Leave hours they will sell back in December of the tax year preceding the sell back. The election will apply only to Sick Leave hours accrued in the following tax year.

Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Sick Leave in the following tax year and will not be eligible to sell back Sick Leave in that year.

- c) In the event of financial hardship, an employee may, at any time, sell back unused Sick Leave, even if they have not filed a timely irrevocable election. Financial hardship will be determined in accordance with nondiscriminatory and objective standards, and is defined as a situation where (1) the sellback is needed to address an immediate and heavy financial need, and (2) the sellback is limited to the amount necessary to satisfy that financial need. Financial hardship includes, but is not limited to: medical or other expenses related to the illness, injury or death of the employee or the employee's immediate family; loss of the employee's property due to casualty, or repair expenses for damage to the employee's principal residence; or payments necessary to prevent eviction of the employee from the employee's principal residence or foreclosure of the

mortgage of that residence. The sell-back shall be limited to the amount necessary to meet the financial hardship, including any amounts necessary to pay federal, state, or local income taxes reasonable anticipated to result from the sell-back. However, the total amount of Sick Leave sold back (including both pre-election and hardship withdrawal) shall not exceed ninety-six (96) hours of Sick Leave (48 hour of pay) per year.

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

#### 8.1.7 Performance Appraisal (Applies to SB1, SC1, and SD1 only)

Sick leave abuse may be taken into account in performance appraisals, excepting usage that is protected by federal or state law.

Where it is clearly established that a unit member took sick leave for a valid reason and the illness or injury is of a protracted nature, said absence, standing alone shall not negatively affect the unit member's performance evaluation.

#### 8.1.8 Sick Leave for Temporary Part-Members (SI1)

SI1 members shall be eligible for paid sick leave. SI1 members will accrue one hour of paid sick leave for every thirty (30) hours worked for the City of Oakland. Unit members that have reached the threshold of 4800 lifetime to date (LTD) hours shall accrue paid sick leave at the rate of two (2) hours for every thirty (30) hours worked. The City of Oakland caps paid sick leave for SI1 members at ninety-six (96) hours. Once an employee reaches this cap, they will no longer accrue paid sick leave. Once an employee uses accrued, paid sick leave and falls below the cap, they start accruing paid leave again. Sick leave accrual is for usage only and not subject to buy back and/or cash out.

SI1 members may use paid sick leave after reasonable notice to their supervisor for the following reasons:

- When an employee is physically or mentally unable to perform their duties due to illness, injury, pregnancy or medical condition;
- To obtain a professional diagnosis or treatment of their medical condition or undergo a physical examination; and
- To aid or care for a child, parent, legal guardian or ward, sibling, grandparent, grandchild, spouse, registered domestic partner who is ill, injured, or receiving medical care, treatment or diagnosis. If an employee has no spouse or registered domestic partner, they may designate one individual “Designated Person” that they will aid or care for.

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.

The City shall inform departments that accrued but unused sick leave shall not be charged against the member’s maximum hour limit.

## 8.2 School Activities Leave (Applies to SB1, SC1, and SD1 only)

The City shall permit a unit member who is a parent, guardian, or grandparent having custody of a child in kindergarten or grades 1 to 12, inclusive, or attending a licensed child day care facility, to take up to forty (40) hours each year, not exceeding twelve (12) hours in any calendar month of the year, to participate in activities of the school or licensed child day care facility of any of the represented employee’s children. Unit members must give their supervisor notice at least three (3) workdays prior to the planned absence.

The unit member shall use existing vacation, personal leave, compensatory time off, or time off without pay for purposes of the planned absence described in this section.

If requested by the unit member’s supervisor, the unit member shall provide documentation from the school or licensed child day care facility as proof that the unit member participated in school or licensed child day care facility activities on a specific date and at a particular time.

## 8.3 Family Death Leave (Applies to SB1, SC1, and SD1 only)

### 8.3.1 Definition of Family (Applies to SB1, SC1, and SD1 only)

For the purposes of this provision, immediate family shall be defined as parent, spouse, child, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, nieces or nephews, and domestic partners of unit member who have filed a Declaration of Domestic Partnership in accordance with established City policy, and parents and children of the domestic partner. The terms “child, parent, grandchild and grandparent” shall apply equally to relationships by birth, adoption, marriage or guardianship (e.g. natural children, adopted children, step-children and foster children). This provision shall also apply to persons for whom the represented employee has durable power of attorney for health care.

#### 8.3.2 Special Circumstances (Applies to SB1, SC1, and SD1 only)

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

#### 8.3.3 Family Death Leave Entitlement (Applies to SB1, SC1, and SD1 only)

Upon approval of the department head or designated representative, a unit member may be granted family death leave with pay not to exceed five (5), but up to eight (8) working days if the employee must travel a distance one way of more than six hundred (600) miles. Such leave shall not be charged against vacation or sick leave to which a unit member may be entitled, but shall be in addition to that leave. The City shall not unreasonably deny such requests.

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

In cases involving exceptional hardship, the City will consider granting up to one (1) additional day of family death leave with pay. In such cases, the unit member must receive written approval from the department head or designated representative prior to departure on such leave.

#### 8.3.4 Family Death Leave Entitlement for Temporary Part-Time Members (SI1)

With the approval of the supervisor, an SI1 employee may reschedule work to permit time to attend the funeral of a deceased family member.

A SI1 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.

#### 8.3.5 Special Circumstances (SI1)

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

#### 8.4 On-the-Job Injury Leave And Compensation (Applies to SB1, SC1, and SD1 only)

A unit member shall be granted on-the-job injury/illness leave when the unit member is unable to work because of any on-the-job injury/illness as defined in the California Labor Code (Workers' Compensation Act). on-the-job injury/illness leave shall be directly linked to a unit member's eligibility for temporary disability (TD) benefits in accordance with the California Labor Code.

##### 8.4.1 Temporary Part-Time (SI1) On-the-Job Injury Leave

In the event a SI1 employee is injured in the performance of duties, the employee will be entitled to Workers' Compensation as prescribed by law.

##### 8.4.2 City Paid Leave Entitlement (Applies to SB1, SC1, and SD1 only)

###### 8.4.2.1 Probationary

Effective January 28, 2003, an entry probationary unit member as defined in Section 14.4.1 shall not be entitled to City paid leave entitlement under Section 8.4.2.

###### 8.4.2.2 Permanent

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

#### 8.4.2.3 Long Term Permanent

Permanent unit members with ten (10) consecutive years of service to the City as of January 1, 2003, shall be entitled to a maximum of ninety (90) working days of paid on-the-job injury/illness leave per injury or illness with the same standards as stated in Section 8.4.2.2.

#### 8.4.2.4 Workers’ Compensation Claims

Unit members filing Workers’ Compensation claims accompanied by a medical certification verifying an industrial causation from the City Physician or a pre-designated physician shall receive on-the-job injury/illness leave pursuant to Sections 8.4 and 8.4.1.2 above pending compensability determination by the City. On-the-job injury/illness leave shall commence for qualifying injuries/illnesses upon exhausting an initial 3-day waiting period. If the unit member continues to be medically certified for leave after 14 calendar days from the date of injury, the unit member shall become eligible for on-the-job injury/illness leave for the first 3-day waiting period.

#### 8.4.2.5 Temporary Disability

On-the-job injury/illness must qualify as a workers’ compensation claim eligible for Temporary Disability (TD) in accordance with the State Labor Code and standards applied by the Workers’ Compensation Appeals Board (WCAB). If final determination finds a claim ineligible for TD in accordance with State Labor Code and WCAB standards, it shall result in disqualification of the unit member’s injury/illness for leave under this provision. Overpayment of on-the-job injury/illness leave shall be processed under section 5.3.1. If a final



determination finds a claim eligible for TD, the City shall restore any on-the-job injury leave that was previously denied.

8.4.2.6 Workers' Compensation Benefits (Applies to SB1, SC1, and SD1 only)

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

8.4.2.7 Limited/Modified Duty (Applies to SB1, SC1, and SD1 only)

Upon either party's request, the City and the Union shall meet to discuss the development of a limited duty policy for unit members unable to perform their normal work duties because of injury or illness on a department by department basis. The priority of any such agreement reached shall be industrially injured unit members; however, the policy may include coverage of non-industrially injured unit members, if considered feasible by the City. In the absence of any such policy, the City shall maintain the right and sole discretion to grant or continue any light duty assignment. Members who do not accept offered light duty when it is available which is consistent with finding by the treating physician shall no longer be eligible.

Once a unit member is deemed permanent and stationary and unable to perform the essential functions of their normal job assignment, the City shall use its best efforts to initiate the interactive process within 15 working days of knowledge of the status determination. If the City chooses to remove an employee from a light duty assignment, the City shall provide no less than ten (10) working days written notice to the impacted employee.

This section does not preclude the City from removing a unit member from the light duty assignment for reasons other than achieving a permanent and stationary determination, including if the assignment puts the employee at risk of continued disability or additional injury, or the member fails to fully participate and comply with the light duty assignment.



#### 8.4.2.8 Traumatic Incident Leave (Applies to SB1, SC1, SD1, and SI1)

Unit members who, during their scheduled workday in the course and scope of their employment for the City, become personally involved in or personally observe a “Traumatic Incident” as defined in this section below, shall be entitled to Employee Assistance Program (EAP) services. The City shall use its best efforts to put affected unit members in contact with the City’s EAP provider through the Risk Management Division of the Department of Human Resources Management, at which point, Risk Management shall notify the Union.

Unit members who, during their scheduled workday in the course and scope of their employment, become personally involved in or personally observe a traumatic incident as defined in this section, may, upon their request, be authorized to use accrued leave, on the date of the event for the remainder of that work day. Such leave shall not be unreasonably denied. Upon notification, The City Administrator or their designee shall make a decision within 24 hours whether to authorize paid administrative leave under this section. In the event additional administrative leave is granted under this section, any leave taken by the unit member pending the decision shall be restored to the member’s leave account. The leave may be extended with the approval of the City Administrator or their designee. Any leave taken or granted pursuant to this section shall not be charged against any other paid leave accrued by the employee.

As used in this section, the term "Traumatic Incident" means an incident which causes individual trauma occurring during the unit member’s scheduled work day in the course and scope of employment resulting from an event, series of events or set of circumstances that is experienced by a City employee as physically or emotionally harmful. This includes an incident resulting in a loss of life or life-threatening injury to another person. Traumatic Incidents may include but are not limited to the following:

- Stalking by members of the public;
- Violence occurring in City buildings or on City property;
- Violence or direct threats of violence towards City staff;

- Observing or being the victim of shootings, stabbings, or robberies of City staff or members of the public;
- Death of a City employee within the City;
- Building collapse;
- Fires that result in death or a life-threatening injury to a City employee or member of the public.

Nothing in this Article will expand a unit member's right to workers' compensation.

#### 8.5 Military Leave (Applies to SB1, SC1, and SD1 only)

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

#### 8.6 Jury Duty Leave (Applies to SB1, SC1, and SD1 only)

Leave of absence with pay shall be granted to a unit member who has been selected for jury duty that is mandatory, provided, however, that in circumstances where it is deemed necessary by the City, the unit member shall cooperate by requesting a deferral of such jury duty to a later date. A unit member who serves on jury duty shall be paid regular salary for the period of such duty.

When a unit member assigned to swing or night shift, who receives a jury duty summons, upon notice from employee of such summons, the City shall reschedule the shift of the employee(s) to day shift for the period that the employee(s) is required to attend court or respond to the summons. If an employee is required to serve as juror, the employee's schedule shall be adjusted to provide two (2) consecutive days off during the period of such service.

The unit member shall keep any fees they receive for jury duty.

##### 8.6.1 Temporary Part-Time (SI1) Jury Leave

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.

8.7 Family Care and Medical Leave/Pregnancy Disability (Applies to SB1, SC1, SD1, and SI1 as to PDLA only)

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

8.8 Leave of Absence without Pay (Applies to SB1, SC1, and SD1 only)

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

8.9 State Disability Insurance Coverage and Paid Leaves for Permanent Members (Applies to SB1, SC1, SD1 only)

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

## **ARTICLE 9: PERMANENT PART-TIME EMPLOYEE BENEFITS**

**(Applies to SB1, SC1, SD1 only)**

### **9.1 Leaves**

A Permanent Part-Time (PPT) unit member, who works fifty percent (50%) or more of the normal workweek for the full-time class equivalent to the unit member's own class throughout the calendar year, shall accrue vacation and sick leave on a pro-rata basis according to the time worked in relation to the normal workweek for the full-time class.

Based on the criteria stated in Section 8.3, unit members shall be entitled to Family Death Leave on a pro-rata basis.

### **9.2 Insurance Benefits**

The City agrees to provide a term life insurance policy for the Permanent Part-Time unit member in the amount of one-half times the unit member's annual salary or twelve thousand dollars (\$12,000), whichever is greater, including an accidental death and dismemberment benefit of equivalent amount, and to contribute toward the cost of health, dental, and vision care insurance coverage under the established City plans for such Permanent Part-Time employees at the rate of seventy-five percent (75%) of the City contribution rates provided for in Sections 7.1.2 and 7.1.4. Employee's share shall be paid on a per pay period basis.

### **9.3 Holiday Benefit**

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

### **9.4 Recreation Leaders**

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

## **ARTICLE 10: VACATION LEAVE (Full-Time SB1, SC1, and SD1 only)**

### **10.1 Entitlement**

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

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

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

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

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

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

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

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

10.1.8 In addition to the entitlements in 10.1.1 through 10.1.7, during the fifth (5th) full employment year and at subsequent five year intervals, a represented employee shall receive one additional day of vacation for those years only.

10.1.9 Where a new employee has had relevant years of service with a prior public sector employer, the City Administrator may authorize that new employee to accrue vacation at the rate set forth in Article 10.1.2.

## 10.2 Right to Take Accrued Leave

A unit member may take accrued vacation, with the prior scheduling approval of the department head or designee. The department head or designee shall respond to vacation requests in a timely manner and no later than seven (7) working days from the date the request is submitted and shall not be unreasonably denied. The City shall consider seniority as a factor in resolving conflicting requests for vacation leave.

## 10.3 Limitation of Unused Vacation Leave Balances

Effective, January 1, 2001, unit members may accrue vacation leave balances up to a maximum of two (2) times the unit member's annual vacation accrual rate as of the pay period containing January 1 of each year. Should the unit member's vacation leave balance exceed the allowable amount, the unit member will cease to accrue vacation leave until such time as the vacation balance is reduced below the maximum allowable balance.

## 10.4 Vacation Sell-Back

10.4.1 Unit members may sell-back to the City up to one-hundred and sixty (160) hours of accrued vacation each calendar year.

10.4.2 Unit members who wish to sell back vacation must file an irrevocable election identifying the number of Vacation Leave hours they will sell back in December of the tax year preceding the sell back. The election will apply only to Vacation Leave hours accrued in the following tax year.

10.4.3 Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that year.

10.4.4 In the event of financial hardship, an employee may, at any time, sell back unused Vacation Leave, even if they have not filed a timely irrevocable election. Financial hardship will be determined in accordance with nondiscriminatory and objective standards, and is defined as a situation where (1) the sellback is needed to address an immediate and heavy financial need, and (2) the sellback is limited to the amount necessary to satisfy that financial need. Financial hardship includes, but is not limited to: medical or other expenses related to the illness, injury or death of the employee or the employee's immediate family; loss of the employee's property due to casualty, or repair expenses for damage to the employee's principal residence; or payments necessary to prevent eviction of the employee from the

employee's principal residence or foreclosure of the mortgage of that residence. The sell-back shall be limited to the amount necessary to meet the financial hardship, including any amounts necessary to pay federal, state, or local income taxes reasonably anticipated to result from the sell-back. However, the total amount of Vacation Leave sold back (including both pre-election and hardship withdrawal) shall not exceed one-hundred and sixty (160) hours per year.

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

#### 10.5 Minimum Usage

A unit member may take vacation leave in increments of not less than one (1) day, with the prior scheduling approval of the department head, in special circumstances, with the department head's approval, unit members may also take a fraction of a day, but in no event less than one (1) hour.

#### 10.6 Personal Business Leave

A unit member shall be allowed to take up to four (4) days per year of accrued leave (including vacation leave, extra vacation leave, compensatory time) for personal business purposes, but in no event shall less than a one hour increment be authorized. Employees shall seek prior approval, and the supervisor shall respond on the same day. In the unusual event where unforeseen circumstances prevent an employee from obtaining advance approval, the employee shall notify their supervisor or higher supervisor of the unanticipated absence, the reasons therefore, and expected time of arrival, as close as possible to the regularly scheduled start work time. If the supervisor's subsequent inquiry supports the employee's statement of events, the supervisor shall not deny authorization to use personal leave based solely on the employee's unintended absence.

#### 10.7 Interruption of Leave

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

#### 10.8 Paychecks During Vacation

If a pay period falls within a unit member's scheduled vacation period, the unit member shall be entitled to receive, prior to the start of such vacation period, upon request in accordance with established City procedures, any regular paycheck(s) that would normally be received during said period. This provision shall apply only to a unit member whose scheduled vacation leave is five (5) consecutive working days or longer.



## ARTICLE 11: PAID HOLIDAYS

(Applies to SB1, SC1, and SD1 only)

### 11.1 Designated Holidays

- 11.1.1 January 1st.
- 11.1.2 The third Monday in January, known as “Martin Luther King Day.”
- 11.1.3 The third Monday in February, known as “Presidents’ Day.”
- 11.1.4 March 31st “Cesar Chavez Day”
- 11.1.5 The last Monday in May, known as “Memorial Day.”
- 11.1.6 June 19th, known as “Juneteenth”
- 11.1.7 July 4th.
- 11.1.8 The first Monday in September, known as “Labor Day.”
- 11.1.9 September 9th, known as “Admission Day.”
- 11.1.10 November 11th, known as “Veterans’ Day.”
- 11.1.11 The Thursday in November appointed as “Thanksgiving Day.”
- 11.1.12 The Friday after “Thanksgiving Day.”
- 11.1.13 December 25th.
- 11.1.14 Floating holiday, subject to prior approval of the department head.  
Holiday must be taken during the fiscal year in which it is earned.  
The floating holiday shall be credited at the beginning of the pay period that includes July 1.

The City will grant one (1) floating holiday, on a one-time, non-precedent setting basis, effective July 1, 2022 to all eligible SEIU, Local 1021 SI1 (TPT) members. To be eligible, SI1 members must have worked at least seven hundred and fifty (750) hours in Fiscal Year 2021/22 by the end of the first pay period of June 2022. This provisions shall sunset on June 30, 2023.

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

11.2 Christmas or New Year's Eve (Applies to SB1, SC1, and SD1 only)

11.2.1 Unit members assigned to work schedules which require them to work on both December 24<sup>th</sup> and December 31<sup>st</sup> shall be entitled to one of the following:

11.2.1.1 One-half of the work shift as paid time off on two of the following: December 24<sup>th</sup>, December 26<sup>th</sup>, December 31<sup>st</sup>, or January 2<sup>nd</sup> or

11.2.1.2 One full work shift as paid time off on December 24<sup>th</sup>, December 26<sup>th</sup>, December 31<sup>st</sup>, or January 2<sup>nd</sup>.

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

11.2.2.1 One-half of the work shift as paid time off on both the Friday preceding Christmas Eve and the Friday preceding New Year's Eve;

11.2.2.2 One full work shift as paid time off on either the Friday preceding Christmas Eve or the Friday preceding New Year's Eve.

Such time off shall be granted by the department head, subject to the need to provide public services. In the event that an eligible unit member is not allowed time off as provided in Sections 11.2.1 or 11.2.2 above, the unit member shall be paid overtime for the number of hours worked at the rate of time and one-half of the regular hourly rate of pay for the entitled paid time off.

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

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

11.3 Holiday Pay (Applies to SB1, SC1 and SD1 only)

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

11.3.1 Holiday Pay Alternative Schedule (Applies to SB1, SC1, and SD1 only)

Employees in the below classifications assigned a 4/10 workweek schedule as their regular work schedule shall be paid ten (10) hours of holiday pay for each City paid holiday listed in the MOU under Article 11 – Paid Holidays, **floating holidays are excluded**.

Police Services Technician II  
Police Evidence Technician  
Animal Control Officer

Employees in the below classifications assigned a 4/10 workweek schedule as their regular work schedule shall be paid ten (10) hours of holiday pay for each City paid holiday listed in the MOU under Article 11 – Paid Holidays, **floating holidays are included**.

Police Communications Dispatcher  
Police Communications Operator

Unit members in represented classifications who request to work and are approved to work an alternative workweek schedule as their regular work schedule are only eligible to be paid for seven and one half (7.5) or eight (8) hours of holiday pay in accordance with their original, regular schedule.

With respect to Vacation Leave Article 10.1 Entitlement and Sick Leave Articles 8.1.2, 8.1.3, 8.1.4.2, and 8.1.6 the term "days" shall mean seven and one half (7.5) or eight (8) hours depending on the employee's original, regular work schedule.

The parties will follow the related Administrative Instruction regarding Alternative Work Schedules.

If during the term of this Agreement, the City mandates that unit members in classifications not listed above be placed on a regular 4/10 schedule, the parties shall meet regarding the holiday pay formula which will apply to those unit members.

11.4 Holidays on Regular Day Off (Applies to SB1, SC1 and SD1 only)

11.4.1 In the event that a designated holiday falls upon a normal day off which is either a Saturday, as to a unit member who works a Monday through

Friday workweek, or the first day off of a normal scheduled two days off, as to a unit member whose workweek is one other than Monday through Friday, then in either such event such unit member, as the case may be, shall thereafter receive one (1) additional day of vacation therefore; and each such unit member who is required to work on such Saturday or first day off shall, in addition, receive compensation therefore at the rate of time and one-half of the regular base rate of pay.

11.4.2 In the event that a designated holiday falls upon a normal day off which is either a Sunday, as to a unit member who works a Monday through Friday workweek, or the second day off of normally scheduled two days off, as to a unit member whose workweek is one other than Monday through Friday, then in either such event such unit member, as the case may be, shall receive the next following day off therefore; and each such unit member who is required to work on such Sunday or second day off shall, in addition, receive compensation therefore at the rate of time and one-half of the regular base rate of pay.

11.4.3 For unit members assigned to seven (7) day a week, twenty-four hour operations who are normally assigned to work other than a Monday through Friday workweek, when a designated holiday falls upon the first of two scheduled days off, the unit member shall receive the next following scheduled working day off, and each unit member who is required to work on such following scheduled working day off shall, in addition, receive compensation therefore at the rate of time and one-half of the regular base rate of pay. This Section 11.4.3 shall only apply to unit members in the classifications of Animal Control Officer, Assistant Cook, Cook, Fire Communications Dispatcher, Kitchen Helper, Museum Guard, Police Communications Dispatcher, Police Communications Operator, Police Evidence Technician, Police Property Specialist, Police Records Specialist, Police Services Technician I and Police Services Technician II.

## ARTICLE 12: WORKING CONDITIONS

**(Applies to SB1, SC1, SD1 and SI1 as designated by subsection)**

### 12.1 Hours of Work (SB1, SC1 and SD1 only)

For a unit member in Unit SB1 or SC1, the regular daily work schedule shall be eight (8) hours; the regular weekly work schedule shall be forty hours. For a unit member in Unit SD1, the regular daily work schedule shall be seven and one-half (7 1/2) hours; the regular weekly work schedule shall be thirty-seven and one-half (37 1/2) hours.

For unit members in Unit SC1, who are assigned to the Police Department under classifications of Police Communications Dispatcher and Police Communications Operator, as well as those members assigned to field deployment, will draw a 5-8 or 4-10 work schedule based on operational needs, seniority and availability during the annual shift draw.

Represented employee(s) may initiate requests to work alternate work schedules, including staggered work schedules, subject to the approval of the Department Head. Such requests will be responded to in a timely manner, normally within thirty (3) calendar days. In the event of a dispute regarding requests for alternate work schedules, the Department Head and the Union shall meet with the City Administrator to attempt agreement. The City Administrator's determination shall be final.

#### 12.1.1 Hours of Work for Temporary Part-Time Members (SI1)

12.1.1.1 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 SI1 employee shall be provided a written schedule of their hours of work.

12.1.1.2 Notification of Maximum Hour Limit. City will provide monthly notification of the members' Fiscal to Date (FTD) hours not later than the first pay period in January 2018.

12.1.1.3 Current, temporary part time SI1 employees may submit their scheduling requests to their supervisor at any time during the fiscal year. Such requests will be considered subject to operational needs of the City.

12.1.1.4 Temporary part-time employees may opt-in to be notified by the department they work in, of unfilled assignments/additional hours that may be available within the classification the employee holds.

12.1.2 Rest Period (Applies to SB1, SC1, SD1, and SI1 as designated)

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

12.1.2.1 Rest Period for Temporary Part-Time Members (SI1)

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.

12.1.3 Lunch/Meal Period (Applies to SB1, SC1, and SD1 only)

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

12.1.3.1 Meal Period for Temporary Part-Time Employees (SI1)

Part-time SI1 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.

12.1.4 Public Relations (Applies to SB1, SC1, SD1, and SI1)

The City and the Union agree that those in the public service have a special responsibility to be sensitive and responsive to their ultimate employer – the citizens, and that awareness of this responsibility is

particularly important for all City employees who can be observed by the general public both during work and when taking rest periods or lunch breaks.

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

## 12.2 Shifts and Schedules (Applies to SB1, SC1, SD1 and SI1 as designated)

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

### 12.2.1 Posting of Schedules (Applies to SB1, SC1 and SD1 only)

Changes in work schedules and shift starting times for full-time unit members shall be posted at least ten (10) working days in advance of the contemplated changes (or longer, if possible), except in case of emergency, and the Union shall simultaneously be advised of the changes. The City, Union, and employee may agree to waive the ten (10) working day notice as long as such waiver is in writing signed by all parties.

### 12.2.2 Reassignment and Transfer (Applies to SB1, SC1 and SD1 only)

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

#### 12.2.2.1 Rotating Assignments (Applies to SB1, SC1 and SD1 only)

To enable employees the ability to enhance their skills and thereby become more knowledgeable and productive, where practical, Departments shall consider establishing a rotation of assignment plan that would allow employees to be cross trained for different assignments within their



classification. In determining practicality, Departments shall weigh at a minimum the following elements: the availability of trainer(s), the length of training time required to become proficient, the potential impact on productivity, any direct or indirect costs associated with the plan, as well as the value of having more capable staff at the end of the training cycle. The Union shall be notified of a final determination of approval or denial of the decision and the reasons therein.

#### 12.2.3 Parking Control Technicians (Applies to SB1, SC1 and SD1 only)

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

#### 12.2.4 Library Rescheduling for Temporary Part-Time (SI1) Members

With approval of the librarian branch manager, section or unit head, SI1 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.

SI1 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.

#### 12.2.5 Parks and Recreation ID Badges for Temporary Part-Time (SI1) Employees

The department will provide initial badges at no cost. If such badges are lost, employees will pay the replacement cost.

#### 12.2.6 OPD Communication Shift Trades (SB1, SC1, and SD1 only)

A. Permanent Employees employed by the Oakland Police Department – Communications section with multiple shift operations may be permitted to exchange hours of work with other employees in either Police Communications Dispatcher (PCD) or Police Communications Operator (PCO) classifications performing the same or similar type of duties in the same work areas, provided:



1. The employee makes a written request to their supervisor at least forty-eight (48) hours in advance of the exchange. Exceptions may be granted on a case-by-case basis;
  2. The affected supervisor approves the exchange and then forwards it to the division commander for final approval; and
  3. The employees exchanging time off shall not be entitled to any additional compensation which they would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment they accept. Once approved by the division commander, the exchange becomes an official assignment and a failure to report for work as scheduled may be subject to discipline.
- C. In the event the employee fails to report for duty because of illness or injury, they may be required to provide medical verification. Additionally, trades missed due to illness or injury will be rescheduled by the affected supervisor.
- D. Employees may not use compensatory time off or vacation time on the day of their trade.
- E. An employee who fails to report for duty for the exchange and has not provided a valid excuse shall not be allowed to participate in an exchange for ninety (90) calendar days from the date of the missed exchange.
- F. All shift trades must occur and both shifts be completed within a three (3) month period. Exceptions, allowing completions of both shift trades within six (6) months, may be granted on a case-by-case basis with the approval of the division commander.
- G. Probationary employees, while in training, shall be excluded from participating in exchanges of time off.
- H. Employees shall only request a two-way trade of equal hours.
- I. No employee shall be allowed to work a shift trade that schedules the employee to work more than sixteen (16) hours in any twenty-four (24) hour period.

- J. Employees are permitted to work overtime before or after the hours of a shift trade worked; however, employees are prohibited from working overtime during the hours he/she is scheduled to be shift trade off.

12.2.7 Animal Control Officer (Applies to SC1 only)

Full-time Animal Control Officers shall normally work a 4-10 work schedule; however, the City may require Animal Control Officers to work an alternative schedule that includes a 5-8 schedule if such schedule is necessary to meet operational needs.

## **ARTICLE 13: SAFETY**

**(Applies to SB1, SC1, SD1 and SI1 as designated by subsection)**

### **13.1 Standards (Applies to SB1, SC1, SD1, and SI1)**

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

### **13.2 Ergonomics (Applies to SB1, SC1, SD1, and SI1 only)**

All unit members shall follow the Ergonomics and Workstation Design Program Guidelines in accordance with Administrative Instruction 130, dated January 1, 1998. Unit members may contact Risk Management for assistance with ergonomics.

### **13.3 Complaints (Applies to SB1, SC1, SD1, and SI1)**

Where the employee has a good faith belief that a work assignment presents health and safety risks outside those normally associated with the work, they must report the issue to their immediate supervisor. The supervisor will meet with the employee, assess the concern, and determine appropriate and necessary actions to ensure the risks do not remain. While the employee is awaiting the arrival of the supervisor, the completion of their assessment, and the implementation of the appropriate safeguards, the employee shall not be required to perform the disputed assignment. Once appropriate safeguards are in place and/or if no immediate risk of injury exists, the unit member is expected to continue in their assignment without work interruption.

If the safety or health concern involves work that presents an immediate risk of injury to the unit member, their co-workers, or the public, the unit member may refuse to begin or continue the work assignment. The employee must immediately report the immediate health and safety risk to their immediate supervisor. The supervisor shall assess the situation to determine the appropriate response to the immediate risk.

If the health and safety dispute is not resolved on the day it is brought to the attention of the supervisor, the employee may request that the issue(s) be presented by the Union to Employee Relations and Risk Management for review. The employee, Union and the City shall meet within 3 working days of the escalation of the complaint to that level unless mutually extended by the City and the Union. The issues presented will be reviewed and further

investigated, and recommendations for remedial action will be presented to the Department for implementation.

No employee shall be subject to retaliation for reporting safety or health concerns, participating in any procedures set forth in this section, or refusing to start or continue a work assignment pursuant to this section. No employee shall be subject to discipline for initiating or pursuing a complaint through the procedures of this section, including refusing to start or continue any work assignment, unless it is finally determined that the employee did not have a reasonable, good faith belief in the reported health and safety concern.

The Union may elect to employ its own safety consultant to investigate.

13.4 Alcohol/Drug Use (Applies to SB1, SC1, and SD1 only)

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

13.5 Hepatitis (Applies to SB1, SC1, SD1, and SI1)

13.5.1 SB1, SC1, SD1 unit members, not currently covered by the City's Infectious Disease Control Program may submit a request for a Hepatitis B vaccination (HBV) to the CMO – Risk Management Division for follow-up as deemed appropriate by CMO – Risk Management Division.

13.5.2 For SI1 members, 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.

13.5.3 Newly employed unit members who are in classifications requiring Hepatitis B vaccinations should receive such shots as soon as possible after employment. Hepatitis B, C, and AIDS/HIV will be discussed in bloodborne pathogen training and additional information regarding these two diseases will be posted on City bulletin boards. Unit members may decline a Hepatitis B inoculation.

13.6 Sexual Harassment (Applies to SB1, SC1, SD1, and SI1)

The City agrees to provide sexual harassment training to all unit members.

13.7 Bloodborne Pathogens (Applies to SB1, SC1, SD1, and SI1)

The City will provide bloodborne pathogen training to classifications on the list below. This section shall not preclude the Union or the City from proposing additional classifications, subject to the meet and confer process with SEIU Local 1021 and the City's Employee Relations Officer.

Bloodborne Pathogen Training Job Classifications

Animal Care Attendant	Maintenance Mechanic
Animal Control Officer	Museum Guard
Asst. Code Enforcement Inspector	Museum Guard, PPT
Asst. Criminalist	Painter
Carpenter	Parking Meter Repair Worker
Code Enforcement Inspector	
Concrete Finisher	Police Evidence Technician
Construction & Maint. Mechanic	Police Property Specialist
Construction Inspector	Police Services Technician I
Construction Inspector, Sr.	Police Services Technician II
Custodian	Public Works Maint. Worker
Custodian, PPT	Public Service Representative (OAS)
Early Childhood Center Director	Recreation Center Director
Early Head Start Instructor Family Advocate	Recreation Leader II, PPT
Electrical Painter	Recreation Program Director
Environmental Enforcement Officer	Recreation Specialist II, PPT
Fire Prevention Bureau Inspector	Sewer Maintenance Leader
Fire Suppression District Inspector	Sewer Maintenance Worker
Gardener Crew Leader	Sign Maintenance Worker
Gardener I	Specialty Combination Inspector
Gardener II	Specialty Combination Inspector, Senior
Greenskeeper	Stationary Engineer
Head Start Instructor	Stationary Engineer, PPT
Heavy Equipment Operator	Street Maintenance Leader

Librarian I	Street Sweeper Operator
Librarian II	Traffic Painter
Library Assistant	Traffic Sign Maker
Library Assistant, Senior	Truck Driver
Litter Enforcement Officer	Veterinary Technician

13.8 Confined Space & Hazardous Atmosphere Training (Applies to SB1, SC1, and SD1 only)

Incumbents in the classifications of Construction and Maintenance Mechanic, Maintenance Mechanic, Plumber, Sewer Maintenance Leader, Sewer Maintenance Worker, and Station Engineer. will receive a combined training to include both Permit-Required Confined Space Training as well as Hazardous Atmosphere (gas) monitoring training.

In addition, the City will offer Confined Space Training and Hazardous Atmosphere (gas) monitoring training to incumbents in the classifications of Animal Control Officer, Fire Prevention Bureau Inspector, Fire Suppression District Inspector, Specialty Combination Inspector, Senior, Specialty Combination Inspector, Police Evidence Technician, Street Maintenance Leader, and Street Maintenance Worker.

This section 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.

13.9 Equipment Safety (Applies to SB1, SC1, SD1, and SI1)

The City shall provide all unit members with personal protective equipment (PPE) and other safety equipment appropriate to their assignment so that they can safely do their work.

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

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

13.10 Safety Meetings (Applies to SB1, SC1, SD1, and SI1)

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

13.11 Tree Meetings (Applies to SB1, SC1, and SD1 only)

During the months of January through April 2014, Employee Relations will meet with a Union committee to discuss expanded Tree Trimmer duties, modified duty assignments, cross training, career ladders, preventing injuries, a physical fitness program, and related matters. No later than June 30, 2014, the committee shall prepare and present a report to appropriate City departments.

13.12 Emergency Plan (Applies to SB1, SC1, SD1, and SI1)

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

13.13 Accident Reduction Training (Applies to SB1, SC1, SD1, and SI1)

To the extent the City has sufficient funds to provide training, the City shall develop and implement an Accident Reduction Training program.

13.14 Animal Control Officer Safety Vest

The City shall provide Animal Control Officers (ACO) a new, minimum threat level IIIa bullet proof vest within ninety (90) days of the ratification of this Agreement. If an ACO receives a bulletproof vest from the City, that employee shall be required to wear the vest while on duty in the field. The City will offer replacement bulletproof vest(s) every five (5) years.

13.15 Sanctuary City Status Training (Applies to SB1, SC1, SD1, and SI1)

Within one hundred and eighty (180) days of the ratification of the MOU, the City agrees to offer training to unit members in the Oakland Police Department, Oakland Fire Department, Planning and Building department, Oakland Parks and Recreation, Oakland Animal Shelter, Oakland Public Library, and Department of Human Services on the City's sanctuary city status.

## **ARTICLE 14: PERSONNEL PROVISIONS**

**(Applies to SB1, SC1, SD1 and SI1 as designated by subsection)**

### **14.1 Personnel File (Applies to SB1, SC1, SD1 and SI1 as designated)**

The official personnel file of the member is the file that is maintained at Department of Human Resource Management (DHRM).

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

Derogatory entries in a SB1, SC1, or SD1 unit member's official personnel file are evaluated in terms of the seriousness of the action(s) or incident(s) described and the proximity and repetitiveness of such action(s) or incident(s) for use in disciplinary proceedings. Entries describing action(s) or incident(s), which are of minor significance and/or that are not recent and/or that have not been repetitive, will receive more limited consideration in disciplinary proceedings.

Materials relating to formal notices of counseling or written reprimand(s) in the employee's personnel file which have been in the file for three (3) years or more shall not be relied upon, unless the actions are related to gross misconduct. At the request of the employee, materials relating to formal notices of counseling or reprimands which are three (3) or more years old shall be removed provided there has been no disciplinary action for the same three (3) year period and the employee has maintained a fully effective performance evaluation. Performance evaluations are excluded from this provision.

No action to impose discipline against an employee shall be initiated more than ninety (90) days from the date of the conclusion of a timely formal investigation except for conduct which would constitute the commission of a crime. Initiation of discipline for the purposes of this provision is the date of the charging letter or notice. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.

Entries of a derogatory nature to be used in any disciplinary proceeding against a SB1, SC1, or SD1 unit member shall include only materials of that the unit member has received a copy of, and were previously placed in the unit member's official personnel file, or which will be placed currently in the unit member's official personnel file in connection with current action(s) or incident(s) resulting in disciplinary proceedings.



#### 14.1.1 Personnel File (Applies to SB1, SC1 and SD1 only)

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

The unit member may also authorize, in writing, the Union Representative to inspect the personnel file related to a dispute concerning that unit member. Material in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of law.

#### 14.1.2 Special Provisions for Temporary Part-Time Members (SI1)

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.

#### 14.2 Reduction in Force (Applies to SB1, SC1, and SD1 only)

The City shall attempt, insofar as possible, to accomplish any reduction in force by attrition rather than by layoff. The City agrees to keep the Union advised of financial planning that contemplates reduction of unit members at least one hundred and twenty (120) calendar days in advance. The City will provide the Union with a listing of classifications that may potentially be

reduced at a future date. In the event that a reduction in force is required, it shall be carried out in accordance with the Personnel Manual and the following principles:

- 14.2.1 A reduction in force shall be effected on a City-wide basis for each classification to be reduced. Unit members in classifications affected by a reduction in force who are not subject to layoff may, with City approval, volunteer to be laid off.
- 14.2.2 Seniority in the affected class shall be a primary factor in accomplishing such a reduction in force.
- 14.2.3 At least thirty five (35) calendar days' notice of any reduction in force shall be provided by the City to unit members in the affected classification.
- 14.2.4 In recall from layoff, the last person laid off shall be the first recalled.
- 14.2.5 A layoff (reinstatement) list shall remain in effect for a period of three (3) years.
- 14.2.6 It is anticipated, in the case of a City reduction in force, that no unit member will be required to take accrued vacation prior to layoff.
- 14.2.7 The City will not use participants in any welfare-to-work program to replace or reduce the hours of current bargaining unit members or eliminate budgeted bargaining unit positions represented by the Union.
- 14.2.8 Upon the Union's request, the City will provide reports to the Union regarding the level of the City's participation in outside programs that could have an impact on working conditions of bargaining unit members.
- 14.2.9 Further impacts on Union represented positions that may occur as a result of the City's participation in welfare-to-work programs shall be subject to meet and confer.
- 14.2.10 In the event of a Reduction in Force (RIF), in addition to the rights set forth in the Personnel Manual/Civil Service Rules, the City will make reasonable efforts to "redeploy" qualified individuals who have been laid off from City employment. This section shall sunset at the end of this MOU, June 30, 2026
- 14.2.11 The redeployed unit member shall remain on the Reinstatement List in accordance with the Personnel Manual/Civil Service Rules.

14.2.12 Nothing herein shall interfere with management's right to determine layoffs and such rights shall not be subject to the grievance procedure or civil service review. Further, nothing herein shall void or supersede the City's right to terminate a represented employee for cause as described in the current MOU and City's Personnel rules.

14.2.13 With the exception of 14.2.12 above, nothing herein prevents the filing of a grievance regarding the misapplication of the specific provisions in this reduction in force article.

14.3 Eligibility Lists During a Hiring Freeze (Applies to SB1, SC1 and SD1 only)

14.3.1 Extension

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

14.3.2 Notification

When the City declares a hiring freeze, the City Administrator shall provide the Union written notice of the effective date of the City declared hiring freeze. When the City ends the hiring freeze, the City Administrator shall provide the Union written notice thirty (30) days in advance of the hiring freeze end date.

14.4 Probationary Period (Applies to SB1, SC1, and SD1 only)

14.4.1 Entry Probationary Period

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

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

#### 14.4.2 Promotional Probationary Period (Applies to SB1, SC1, and SD1 only)

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

Further, an additional three (3) months may be added to the probationary period by mutual agreement between the City and the Union; provided that the employee's performance appraisals and the reason(s) for the extension request is provided to the Union and the employees.

#### 14.4.3 Injury or Illness During Probationary Period

If a unit member has been unable to perform the full duties of the position for a period of thirty (30) days or more because of injury or illness, the City may extend the entry and promotional probationary periods by the period of time lost as a result of such illness or injury. In addition, the City shall not be required to complete performance appraisals during periods when the unit member is unable to perform the full duties of the position for a period of thirty (30) days or more because of injury or illness. Probationary performance appraisals timelines will be extended to conform with the length of the unit member's leave.

### 14.5 Employee Service Ratings and Report

#### 14.5.1 Performance Appraisals (Applies to SB1, SC1, and SD1 only)

The City agrees that employees are entitled to Annual Performance Appraisals outlining progress and performance. Performance Appraisals serve the following purposes:

- (1) ensuring the supervisor's regular review of each unit member's performance;
- (2) encouraging improvement in a unit member's performance;
- (3) determining whether a unit member's performance has improved;
- (4) providing unit members with effective supervision;
- (5) complimenting a unit member's performance and achievement.

14.5.1.1 Nine (9) Month Probation

A unit member in a nine (9) month entry level position shall receive an Appraisal on or about after the end of the third, fifth, and eighth months of service (and eleventh and fourteenth months of service where applicable) and annually thereafter, in accordance with the City-wide performance appraisal cycle.

14.5.1.2 Six (6) Month Probation

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

14.5.1.3 Modifying Timelines

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

14.5.1.4 Return Rights

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

14.5.1.5 Notice of Deficiencies

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

14.5.1.6 Notice of Administrative Interview

Except in instances of gross misconduct where immediate action is necessary, if the City intends to conduct a formal administrative interview that may result in disciplinary action, a subject unit member shall receive three (3) working days

notification of the time and place of the interview in writing, with a simultaneous email and copy to the Union. The time may be extended by mutual agreement. Subject unit members shall receive notice of the results of the investigation. A witness unit member employed in the Police Department who is subject to an internal affairs investigation shall receive three (3) working days' written notification of the time and place of the interview with a simultaneous email and copy to the Union.

14.5.1.7 Annual Performance Appraisal Deadline (Applies to SB1, SC1, and SD1 only)

For the purposes of City programs for which an overall "Fully Effective" performance appraisal is a pre-requisite (including but not limited to order-of-layoff tiebreakers and pilot programs such as telecommuting and compressed work schedules), in the event that a represented employee has not received their most recently due Performance Appraisal within forty-five (45) calendar days of the date the appraisal was due, the represented employee shall be treated as if the overall performance appraisal rating was "Fully Effective."

14.5.2 Performance Appraisals (SB1, SC1, and SD1 only)

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

14.5.2.1 Provision for Temporary Part-Time Members (SI1)

An employee may submit a written request, once annually, to their 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.

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. 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.

The parties agree that timely appointment 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.

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 City departments.
  - 2. No Restricted recruitment candidate was selected for hire.
- D. For SEIU represented PPT and FT entry level classifications (See Appendix G), the City shall hold Restricted examinations and may hold concurrent Open examinations. Candidates 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)

- 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 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.

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)

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 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 recruit 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.

#### 14.8 Job Vacancies (Applies to SB1, SC1, and SD1 only)

14.8.1 The City agrees, when requested by unit members, to place unit members' names on the transfer lists for their classifications. The department shall consider all listed unit members prior to filling a vacant position, taking into account seniority.

14.8.2 The City agrees to post on the City's website a list of current job announcements and openings by classification name for which an approved personnel requisition is on file in the Office of Personnel Resource Management.

14.8.3 The City will provide the Union, on a monthly basis, a list of all temporary and exempt employees performing work that is also

performed by employees covered by this Agreement. This list shall include the name of the employee, their classification, department and salary, or contract cost.

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

14.9 Eligible Lists (Applies to SB1, SC1, and SD1)

In the event Open, Restricted and/or Promotional examinations fail to produce successful candidates from among City employees represented by the Union, or based on the results of the most recently conducted examination it is likely that there will not be successful internal candidates, the City and the Union shall meet upon the Union's request, to discuss:

- A. Which specific on-the-job or other training programs should be initiated to upgrade the skills of interested employees, or
- B. If a minimum qualification is necessary to perform the essential functions of the job.

14.10 Conferences And Seminars (Applies to SB1, SC1, and SD1 only)

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

14.11 Work Effort (Applies to SB1, SC1, SD1, and SI1)

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

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

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

14.12 Reallocation to Vacant Position (SB1, SC1, and SD1)

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

14.13 Tuition Reimbursement (Applies to SB1, SC1, and SD1 only)

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

<u>Grade</u>	<u>Reimbursement</u>
A or B	100% of the tuition fee and books, or \$600 whichever is less.
C	50% of the tuition fee and books, or \$300 whichever is less.

The following increases will be in effect July 1, 2014.

<u>Grade</u>	<u>Reimbursement</u>
A or B	100% of the tuition fee and books, or \$800 whichever is less.
C	50% of the tuition fee and books, or 400 whichever is less

In the event that the course is graded on a pass/fail basis, reimbursement shall be seventy-five percent (75%) of the tuition fee, or four hundred dollars (\$400), whichever is less. A unit member failing a course, or receiving a grade lower than a C shall not be reimbursed.

A unit member shall be allowed to take up to two (2) courses eligible for reimbursement during any given semester or quarter, with a limit of six (6) total classes per year, regardless of whether the institution is on the semester or quarter system.

#### 14.14 Professional Development Reimbursement (Applies to SB1, SC1, and SD1 only)

The City agrees to provide each unit member in classifications listed in Appendix C, List of Classifications That Receive Professional Development Reimbursement, Section 14.14, with up to two hundred and fifty dollars (\$250) per year for reimbursement of items related to professional development. Such items may include books, subscriptions to professional journals or magazines, dues to professional organizations that are related to current employment, job-related tools and equipment, registration, application or examination fees for registration or certification within their profession, and expenses related to professional development including research and training. Requests for reimbursement must be submitted with a receipt in aggregate amounts of at least twenty-five dollars (\$25). However, all receipts for reimbursement, whatever the aggregate value, must be submitted before the end of the fiscal year, and by June 1, if feasible.

The City reserves the right to incorporate additional classifications during the term of the contract with the City Administrator's approval.

#### 14.15 Head Start (SB1, SC1, and SD1 only)

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

#### 14.16 Contracting Out (Applies to SB1, SC1 and SD1 only)

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

14.16.1 The City and Union agree to establish a Joint Labor-Management Committee by 120 days after the execution of this agreement to review the long-term Capital Improvement Program to identify work that may be completed by represented employees in lieu of contracting for such work. The Labor-Management Committee will mutually select a third party expert to review the current Capital Improvement Program and Plan; long-term trends in capital and operational funding; the costs of service delivery; and opportunities for represented employees to complete work under the Capital Improvement Program. The third party expert will meet with the Committee upon request. The Joint Labor Management Committee recommendations will be presented to the City Administrator before December 31, 2016.

14.16.2 Until the Labor-Management Committee established under Article 14.16.1 of this MOU concludes and its recommendations have been accepted by both parties and adopted into practice, the City will continue the practice that in the event the City issues a Request for Proposals (RFP), Request for Qualifications (RFQ), or Notice Inviting Bids (NIB) or otherwise initiates the solicitation or negotiation of Proposals, Statements of Qualification for a professional services contract, or bids for a construction contract that may reasonably be expected to exceed \$100,000 over a period of one year or less, the City shall provide the Union with notice of such RFP, RFQ or solicitation thirty (30) days in advance of such solicitation. If the Union notifies the City within ten (10) working days of receipt of such materials, the City and Union shall meet and discuss within ten (10) working days on the ability of represented employees, including those on a reinstatement list, to perform such work.

14.16.3 The Employee Relations Department will be copied on the Department Notice to the Union, and the Union notice to the Department.

#### 14.17 Position Reallocations (Applies to SB1, SC1, and SD1 only)

In the event the City, as a result of a classification review, reallocates a position to a classification within the competitive service having a higher salary range, the appointing authority shall, with the concurrence of the

Director of Personnel, grant permanent status to the incumbent without competitive examinations or requiring the incumbent to serve a probationary period if the following conditions are met:

- 14.17.1 The incumbent must meet the minimum requirements for the higher classification;
- 14.17.2 The incumbent must have served for at least one (1) year, as of the date the classification review request was initiated, in the position performing the same duties, and; The incumbent has maintained standard or above performance ratings while performing the same duties.

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

In cases in which an employee-initiated class study leads to placement in a higher paid classification and takes longer than one year from the date the completed Position Questionnaire (PDQ) is received by Personnel, the employee shall be entitled to acting pay (HC7.5) as defined in the MOU, Article 5, of this agreement starting four months after the date the PDQ is received as indicated by the time/date stamp on the completed PDQ. If the incumbent is not granted such status, the position will be filled in accordance with the provisions of the Personnel Manual.

14.18 Residency Committee (Applies to SB1, SC1 and SD1 only)

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

14.19 Discipline (Applies to SB1, SC1, and SD1 only)

14.19.1 The good cause provision of Civil Service Rule 10 shall not be deleted in the absence of meeting and conferring with the Union. The City shall have the right to discipline permanent employees for "just cause."

14.19.2 The City will provide a copy of the "Skelly" Notice of Intent to discipline and documentation that was relied upon to the designated Union representative and to the permanent unit member. The City shall provide the unit member with 10 working days notice for Skelly hearings regarding discharge, demotion or suspension of 10 working days or more; provided however that in case of gross misconduct (e.g. theft, assault, conduct endangering the health or safety of others), the City shall follow applicable state law to take appropriate



action. If there is a request for continuance, it shall not exceed 15 working days from the Notice of Intent to discipline. Within these fifteen (15) working days, the Department and the Union will work collaboratively to schedule the Skelly hearing at a mutually convenient time. The Notice of Intent shall be simultaneously copied to the City's Employee Relations Department.

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

14.19.4 Unit members permanently assigned to the Police Department shall be entitled to the rights provided by Government Code Section 3508.1. The Police Department shall use the procedures set forth in Administrative Instruction 523 when investigating and issuing discipline to unit member.

14.19.5 Paid Administrative Leave (Applies to SB1, SC1, and SD1)

Employees placed on Paid Administrative Leave will be paid at their regular rate of pay including all differentials and premiums to which they would normally be entitled as required by law.

14.20 Drug Free Workplace (Applies to SB1, SC1, and SD1, only)

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

14.21 Sexual Harassment and Violence in The Workplace (Applies to SB1, SC1, and SD1 only)

Any unit member found to have engaged in workplace activity in violation of the City's policy on sexual harassment or violence in the workplace shall be subject to discipline. The City may also order the employee(s) who violated the policy on sexual harassment or violence in the workplace to undergo mandatory training on City time.

14.22 Correctional Officers



If the City establishes Correction Officer classifications, they shall be allocated to SEIU bargaining unit SC1.

14.23 Police Service Technician

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

14.24 Temporary Part-Time Release Notification.

The City agrees to develop a release form which will be given to SI1 unit employees and the Union upon release from City employment which will include the date of release.

Whenever a SI1 unit employee is removed from City service, they may request a meeting with a level of management above their 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

14.25 Child Safety and Endangerment (Applies to SB1, SC1, SD1, and SI1)

The Union and the City are committed to child safety and have zero tolerance for child endangerment. For unit members in any City department who work or interact with minors or children as part of the job duties, any instance of observed, reported, or reasonably suspected mistreatment or maltreatment of a child or minor will result in the employee being placed on paid administrative leave and subject to an investigation. Employees found to have harmed or endangered a child of any age will be subject to discipline up to and including termination from employment, provided the endangerment or harm was directly related to the job duties or there is a nexus between the employee's job duties and their actions.

14.26 Temporary Part-Time Administrative Leave for a Personnel Investigation  
(Applies to SI1)

Temporary part-time (TPT) employees placed on paid administrative leave for a personnel investigation will be compensated for all scheduled shifts during the pay period they are placed on administrative leave.

## ARTICLE 15: GRIEVANCE PROCEDURES

**(Applies to SB1, SC1, SD1 and SI1 as designated)**

### GRIEVANCE PROCEDURE FOR SB1, SC1, AND SD1 ONLY

#### 15.1 Definitions

A grievance is defined as any dispute that involves the interpretation or application of this Agreement that is applicable to SB1, SC1, and SD1 employees only or disciplinary action taken against a unit member, or the application of the Personnel Rules

A written Grievance for purposes of formal submission should include:

- The specific term(s) of the Agreement and/or Personnel Rules alleged to have been violated;
- The action(s) grieved, including the names, dates, places and times and how it violated a specific term of this Agreement and/or Personnel Rules;
- The particular remedy that is sought in the Grievance;
- The name and classification of the grievant;
- The name of the employee representative, if any;
- The date of submission; and
- Signature by filing party.

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

#### 15.2 Procedure

##### 15.2.1 Step 1

###### 15.2.1.1 Informal Discussion

The unit member or the Union Representative may present the grievance orally to the immediate supervisor within fifteen (15) working days from such time as the unit member or Union should reasonably have been aware of the occurrence.

###### 15.2.1.2 Formal Submission

Should the grievance remain unresolved, within fifteen (15) working days of the informal meeting or thirty (30) calendar days after the unit

member or Union should reasonably have been aware of the occurrence, whichever occurs earlier, the unit member or Union Representative may submit the grievance in writing to the immediate supervisor within the period cited above with the elements described in Section 15.1 Definition. The supervisor shall render a decision in writing to the unit member and/or Union Representative within fifteen (15) working days of the formal submission of the grievance with a copy to the Employee Relations Department.

#### 15.2.2 Step 2: Appeal To Department Head

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, with a copy to the Employee Relations Department. In the event that the meeting does not occur, the Union has the right to advance the grievance in accordance with Article 15.3.

#### 15.2.3 Step 3: Employee Relations Officer - Union Staff Representative

Should the grievance remain unresolved, the unit member or Union Representative may, within fifteen (15) working days after receipt of the department head response, submit the grievance in writing to the Employee Relations Officer, for example, via email with a copy either by fax or U.S. Mail, who shall not be the same person that responded at Step 2. The Employee Relations Officer, or a designated representative, shall meet with the assigned Union Staff Representative within ten (10) working days of submission and attempt to resolve the dispute.

#### 15.2.4 Step 4: 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. Andrea Dooley
2. David Hart
3. Nancy Hutt
4. John Kagel
5. Barbara Kong-Brown
6. John LaRocco
7. Robert Steinberg
8. David Weinberg

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.

#### 15.2.5 Settlement Conference

For all Grievances scheduled for hearing before an arbitrator, the parties shall hold a good faith settlement conference at least sixty (60) days prior to the hearing. At least ten (10) days prior to the hearing, the parties shall attempt to prepare a submission to the arbitrator, signed by both parties setting forth the issue(s) and specific provision number(s) in dispute. Should the parties fail to agree upon a submission, the arbitrator shall determine the issue(s).

#### 15.2.6 Court Reporter Fees

Court reporter fees shall be shared equally by all parties requesting a copy of the transcripts, regardless of whether the arbitrator also requests a copy of the transcripts.

### 15.2 Time Limits

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

### 15.3 Witnesses

Individuals who may have direct knowledge of circumstances relating to the grievance may appear at the mutual request of the parties during any stage

of the procedure. In the case of a unit member appearance, the unit member shall be compensated at the regular rate of pay for actual time spent in such appearance.

#### 15.4 Class Action Grievance

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

#### 15.5 Immediate Arbitration

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

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

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

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

#### 15.6 Consolidation

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

#### 15.7 Civil Service Board Hearing

In the case of a grievance concerning disciplinary discharge or other disciplinary action against a unit member only, the Union may elect to submit the grievance to the Civil Service Board, in lieu of Arbitration. Such election is irrevocable.

The Civil Service Board may elect to use a Hearing Officer for such appeals. In the event that the Union elects to submit the disciplinary grievance to the Civil Service Board, the filing of the written grievance in accordance with the provisions of Step 2, Section 15.2.2 (Appeal to Department Head) shall satisfy the requirement of the Personnel Ordinance that the unit member gave notice of intent to appeal a disciplinary discharge or other disciplinary action.

#### 15.7.6 Hearing Officer Panel

Hearing officers shall be selected in accordance with the Panel List identified in Article 15.2.4.1.

#### 15.7.7 Conduct of Hearings

Hearings before a Hearing Officer will be closed to the public unless otherwise agreed to by the Grievant and City. Hearings will be audio recorded or stenographically transcribed. Copies of the audio recording will be available to the appellant, if desired, for no charge. Transcripts of the proceedings will be available upon request at the requesting parties' expense.

Closing arguments shall be oral; provided, however, that either party may elect to submit a closing brief following the presentation of closing arguments. Briefs are to be submitted to the Hearing Officer within twenty (20) calendar days of the close of the hearing unless otherwise agreed to by the Parties. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

#### 15.7.8 Hearing Officer Responsibilities

Hearing Officers shall be responsible for the conduct of the hearing and shall identify the appeal issue, determine relevant facts, assess the credibility of witnesses, evaluate the evidence and render an advisory decision to the Civil Service Board.

The Hearing Officer shall render written finding and recommendations to the Civil Service Board within thirty (30) calendar days of the close of the hearing. If briefs are submitted, the recommendation shall be submitted to the Board within fifty (50) calendar days of the close of the hearing.

The Hearing Officer shall provide the Civil Service Board the following documents, which shall constitute the official hearing record:

- A. A summation page delineating the case name, issue, brief summary of the case, and their recommendation.
- B. A complete written report documenting the findings.
- C. Any documentary evidence, written motions and briefs submitted.
- D. The audio recording(s) or written transcriptions of the hearing.

#### 15.7.9 Civil Service Board Responsibilities

After receiving a Hearing Officer's recommendation, the Board Secretary shall schedule the case for the next available Civil Service Board meeting. The Board will make every effort to schedule a case within thirty (30) days of receiving the Hearing Officer's recommendation.

In reaching a decision, the Board shall review the hearing record and may review the audio recording or transcript of the hearing. The Board's decision shall be made in accordance with Ordinance No. 8979, as amended, which requires a majority of a quorum to accept, reject, or modify an appeal.

Final determinations will be issued in writing, within ten (10) days of the conclusion of the Civil Service Board review of the Hearing Officer's recommendation. Copies of the Board's determination and the recommendation of the Hearing Officer shall be forwarded to the appellant, appellant's representative, City Attorney's Office and the affected City Department.

#### 15.7.10 Costs

Costs for the Hearing Officer shall be borne by the City. Costs for transcribing the hearing shall be borne by the requesting party. Cost for a copy of the hearing recording or transcripts shall be borne by the requesting party.

### GRIEVANCE PROCEDURE FOR PART-TIME EMPLOYEES (APPLIES TO SI1)

#### 15.8 Definition

For the purposes of this procedure, a grievance is defined as any dispute that involves the interpretation or application of this agreement that is applicable to SI1 employees only.

#### 15.9 Procedure

#### 15.9.6 Step 1

##### 15.9.6.1 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.

##### 15.9.6.2 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.

#### 15.9.7 Step 2: Appeal to Department Head

If the employee is not satisfied with the response of the supervisor, they or their 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.

#### 15.9.8 Step 3: Appeal to Employee Relations Officer

Should the grievance remain unresolved, the employee or their 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 their representative.

#### 15.9.9 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.

#### 15.10 Time Limits

Time limits prescribed in Section 15.9 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.

#### 15.11 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.

#### 15.12 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 16: JOINT LABOR-MANAGEMENT RELATIONS**

### **16.1 Joint Labor-Management Committee**

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

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

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

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

### **16.2 Labor-Management Retreat**

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

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

### **16.3 Committees**

#### **16.3.1 Committee Structure**

The structure of the Committees and the frequency of meeting shall be determined by consensus within each Committee. All committee members shall complete consensus training facilitated through Employee Relations.

#### 16.3.2 Professional Labor Management Sub-Committee

Commencing within one hundred twenty (120) days of the effective date of this MOU the Union and City will form a Professional Practices Sub Committee to the city-wide labor management committee made up of equal members from the Union and City, with no more than three (3) members selected by each. This Committee shall address issues relevant to the development and retention of professionals within the bargaining unit. The committee will meet for up to six months after its first meeting and, unless waived by both parties, will issue a report of its findings. Should the parties be unable to reach an agreement on issues, the report will set forth the respective positions of the parties.

#### 16.3.3 Sewer Safety Committee

A Labor-Management advisory committee consisting of representatives of Department Public Works – Sewer Division, Local 1021, and upon request, Risk Management and Benefits shall review and advise the Department Head and City Administrator on issues that impact the health and safety of sewer workers. This committee shall have equal representation of management and Union, with no more than three (3) members selected by each. The committee shall meet monthly during the first ninety (90) days of operation: thereafter, the committee shall establish a meeting schedule by consensus. The committee shall establish rules of operation not later than the conclusion of the second meeting. The Chairmanship shall alternate between the regular committee members.

#### 16.3.4 Contracting Out Committee

Within ninety (90) days of ratification, the City and Union shall establish a committee consisting of equal representation of management and the Union, with no more than four (4) members selected by each. The committee shall meet monthly during the first ninety (90) days of operation: thereafter, the committee shall establish a meeting schedule by consensus. The committee shall establish rules of operation not later than the conclusion of the second meeting. The Committee will analyze the appropriateness of proposed agreements with outside vendors that impact bargaining unit work. If the work falls within the scope of the bargaining unit, the committee shall advise as to whether the work can be appropriately performed by current bargaining unit members. A joint report shall be presented by the committee to the City Administrator. Should the parties be unable to reach an agreement on issues, the report will set forth the respective positions of the parties.

The fiscal year 2015-17 City adopted budget includes a redirection of the funding identified below from the Capital Improvement Program (CIP) Budget to the operating budget, as follows:

- Add to amount of work on pothole blitz with overtime: \$50,000
  - Add pothole/seam sealing crew (three (3) new FTE): \$462,000
  - Add road repair (seam sealing) weekends overtime: \$30,000
- Total: \$542,000**  
**For each fiscal year**

The adopted budget increases Oakland Public Works' (OPW) staffing with an additional three (3) full time equivalent (FTE) employees within the Streets and Sidewalks Division. Further review of the CIP will be assessed by the Committee.

#### 16.3.5 Traumatic Incident Committee

Within ninety (90) days of ratification, the City and the Union shall establish a committee consisting of equal representation of management (City Administrator's Office, Risk Management and Benefits, and select City Departments) and the Union, with no more than five (5) members selected by each. The committee shall meet monthly during the first ninety (90) days of operation; thereafter, the committee shall establish a meeting schedule by consensus. The committee shall establish rules of operation not later than the conclusion of the second meeting. The Committee shall complete its work and issue a joint report no later than twelve (12) months from the effective date of this MOU. The committee shall, through consensus, define traumatic incidents as part of its duties and recommend the protocol to be set forth in an Administrative Instruction (AI) issued by the City Administrator.

#### 16.3.6 Head Start Labor Management Sub-Committee

The City and Union shall establish a committee of Union representatives and representatives of the City, Human Services Department, and the Head Start program who will meet on a monthly basis, or as determined by the Committee. The Committee shall consist of no more than six (6) representatives from management and the Union. Parties may call upon "subject matter experts" as such need arises. The Committee shall meet to discuss and develop recommendations for improvements in areas such as child safety, staff training and education, staffing levels, facilities, recruitment, and other issues in an attempt to ensure a successful re-competition of the Head Start grant and Head Start program.

## **ARTICLE 17: GENERAL PROVISIONS**

### **17.1 Resolution**

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

### **17.2 Savings Clause**

In the event any portion of this Agreement is declared null and void and unenforceable during its term by superseding federal or state law or binding judicial decision by a court of competent jurisdiction, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to rewrite the affected provision(s) to remedy the legal defect and to conform as closely as possible to the intent of the original language.

### **17.3 Duration**

Except as stated in specific sections of this Agreement, this Agreement shall become effective upon ratification by the City Council and employees, and shall remain in effect through June 30, 2026.

### **17.4 Completion of Negotiations**

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

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

### **17.5 Parity**

If the City reaches an agreement with another recognized miscellaneous employee organization or imposes on another recognized miscellaneous employee organization, a wage increase or bonus which is greater than that provided herein, during the term of this Agreement only, City employees

covered by this Memorandum shall receive that same increase or bonus, prospectively, effective with the first pay period after the ratification of that other agreement or the date of that imposition. This section, Article 17.5, shall sunset on June 30, 2019.

## APPENDIX A

### CHANGE IN WORKWEEK

1. Hazardous Materials Inspector II

The parties agree that the workweek of the classification of Hazardous Materials Inspector II shall be increased from 37.5 hours per week to 40 hours at the same hourly rate of pay.

2. Construction Inspector, Senior

The parties agree that the workweek of the classifications Construction Inspector, Senior (Field) and Construction Inspector, Senior (Office) shall be 40 hours per week at the same hourly rate of pay currently assigned to the Construction Inspector, Senior (Office) classification. The parties further agree that the two classifications shall be combined and incumbents' seniority preserved pursuant to Civil Service Rule 9.02(a),

The parties shall jointly initiate those steps which may be necessary to implement this change, including any actions before the City Council and the Civil Service Board within 30 days of the ratification of this agreement.

## APPENDIX B

### SALARY SCHEDULES

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Account Clerk I	1	24.81
SD1	Account Clerk I	2	26.14
SD1	Account Clerk I	3	27.50
SD1	Account Clerk I	4	28.96
SD1	Account Clerk I	5	30.48
SD1	Account Clerk I, PPT	1	24.81
SD1	Account Clerk I, PPT	2	26.14
SD1	Account Clerk I, PPT	3	27.50
SD1	Account Clerk I, PPT	4	28.96
SD1	Account Clerk I, PPT	5	30.48
SD1	Account Clerk II	1	29.13
SD1	Account Clerk II	2	30.67
SD1	Account Clerk II	3	32.27
SD1	Account Clerk II	4	33.97
SD1	Account Clerk II	5	35.76
SD1	Accountant I	1	39.77
SD1	Accountant I	2	41.87
SD1	Accountant I	3	44.08
SD1	Accountant I	4	46.42
SD1	Accountant I	5	48.85
SD1	Accountant II	1	45.74
SD1	Accountant II	2	48.14
SD1	Accountant II	3	50.66
SD1	Accountant II	4	53.34
SD1	Accountant II	5	56.14
SD1	Accounting Technician	1	38.72
SD1	Accounting Technician	2	40.76
SD1	Accounting Technician	3	42.90
SD1	Accounting Technician	4	45.16
SD1	Accounting Technician	5	47.53
SI1	Administrative Assistant I, PT	1	31.42
SI1	Administrative Assistant I, PT	2	33.11
SI1	Administrative Assistant I, PT	3	34.84
SI1	Administrative Assistant I, PT	4	36.67
SI1	Administrative Assistant I, PT	5	38.60
SD1	Administrative Assistant I	1	31.44
SD1	Administrative Assistant I	2	33.11
SD1	Administrative Assistant I	3	34.85
SD1	Administrative Assistant I	4	36.69
SD1	Administrative Assistant I	5	38.62



REP	TITLE	STEP	3/1/2025 (2%)
SD1	Administrative Assistant I, PPT	1	31.44
SD1	Administrative Assistant I, PPT	2	33.11
SD1	Administrative Assistant I, PPT	3	34.85
SD1	Administrative Assistant I, PPT	4	36.69
SD1	Administrative Assistant I, PPT	5	38.62
SD1	Afr Amer Museum Curat Specialist PPT	1	32.05
SD1	Afr Amer Museum Curat Specialist PPT	2	33.74
SD1	Afr Amer Museum Curat Specialist PPT	3	35.52
SD1	Afr Amer Museum Curat Specialist PPT	4	37.39
SD1	Afr Amer Museum Curat Specialist PPT	5	39.35
SC1	Animal Care Attendant	1	25.52
SC1	Animal Care Attendant	2	26.86
SC1	Animal Care Attendant	3	28.27
SC1	Animal Care Attendant	4	29.77
SC1	Animal Care Attendant	5	31.33
SC1	Animal Care Attendant, PPT	1	25.52
SC1	Animal Care Attendant, PPT	2	26.86
SC1	Animal Care Attendant, PPT	3	28.27
SC1	Animal Care Attendant, PPT	4	29.77
SC1	Animal Care Attendant, PPT	5	31.33
SI1	Animal Care Attendant, PT	1	25.52
SI1	Animal Care Attendant, PT	2	26.86
SI1	Animal Care Attendant, PT	3	28.27
SI1	Animal Care Attendant, PT	4	29.77
SI1	Animal Care Attendant, PT	5	31.33
SC1	Animal Control Officer	1	32.56
SC1	Animal Control Officer	2	34.29
SC1	Animal Control Officer	3	36.09
SC1	Animal Control Officer	4	38.00
SC1	Animal Control Officer	5	39.98
SC1	Animal Control Officer, PPT	1	32.56
SC1	Animal Control Officer, PPT	2	34.29
SC1	Animal Control Officer, PPT	3	36.09
SC1	Animal Control Officer, PPT	4	38.00

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Animal Control Officer, PPT	5	39.98
SB1	Auto Equipment Mechanic	1	40.47
SB1	Auto Equipment Mechanic	2	42.62
SB1	Auto Equipment Mechanic	3	44.84
SB1	Auto Equipment Mechanic	4	47.22
SB1	Auto Equipment Mechanic	5	49.70
SB1	Auto Equipment Painter	1	40.47
SB1	Auto Equipment Painter	2	42.62
SB1	Auto Equipment Painter	3	44.84
SB1	Auto Equipment Painter	4	47.22
SB1	Auto Equipment Painter	5	49.70
SC1	Auto Equipment Service Worker	1	30.87
SC1	Auto Equipment Service Worker	2	32.51
SC1	Auto Equipment Service Worker	3	34.19
SC1	Auto Equipment Service Worker	4	36.00
SC1	Auto Equipment Service Worker	5	37.91
SB1	Blacksmith Welder	1	41.20
SB1	Blacksmith Welder	2	43.36
SB1	Blacksmith Welder	3	45.64
SB1	Blacksmith Welder	4	48.07
SB1	Blacksmith Welder	5	50.58
SC1	CIS MACRO PPT	1	36.28
SC1	CIS MACRO PPT	2	38.18
SC1	CIS MACRO PPT	3	40.20
SC1	CIS MACRO PPT	4	42.31
SC1	CIS MACRO PPT	5	44.54
SC1	CIS MACRO PT	1	36.28
SC1	CIS MACRO PT	2	38.18
SC1	CIS MACRO PT	3	40.20
SC1	CIS MACRO PT	4	42.31
SC1	CIS MACRO PT	5	44.54
SC1	Cable TV Production Assistant	1	27.47
SC1	Cable TV Production Assistant	2	28.91
SC1	Cable TV Production Assistant	3	30.45
SC1	Cable TV Production Assistant	4	32.05
SC1	Cable TV Production Assistant	5	33.73
SC1	Cable TV Production Assistant, PPT	1	27.47

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Cable TV Production Assistant, PPT	2	28.91
SC1	Cable TV Production Assistant, PPT	3	30.45
SC1	Cable TV Production Assistant, PPT	4	32.05
SC1	Cable TV Production Assistant, PPT	5	33.73
SI1	Cable TV Production Assistant, PT	1	24.97
SI1	Cable TV Production Assistant, PT	2	26.31
SI1	Cable TV Production Assistant, PT	3	27.68
SI1	Cable TV Production Assistant, PT	4	29.14
SI1	Cable TV Production Assistant, PT	5	30.65
SC1	Camp Caretaker	1	36.82
SC1	Camp Caretaker	2	38.76
SC1	Camp Caretaker	3	40.80
SC1	Camp Caretaker	4	42.95
SC1	Camp Caretaker	5	45.19
SB1	Carpenter	1	42.02
SB1	Carpenter	2	44.23
SB1	Carpenter	3	46.56
SB1	Carpenter	4	49.01
SB1	Carpenter	5	51.60
SD1	Cashier	1	27.80
SD1	Cashier	2	29.26
SD1	Cashier	3	30.79
SD1	Cashier	4	32.44
SD1	Cashier	5	34.12
SD1	Code Enforcement Inspector, Assist	1	38.72
SD1	Code Enforcement Inspector, Assist	2	40.76
SD1	Code Enforcement Inspector, Assist	3	42.90
SD1	Code Enforcement Inspector, Assist	4	45.16
SD1	Code Enforcement Inspector, Assist	5	47.53
SD1	Collections Officer	1	42.60

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Collections Officer	2	44.97
SD1	Collections Officer	3	47.31
SD1	Collections Officer	4	49.81
SD1	Collections Officer	5	52.43
SC1	Community Intervention Specialist MACRO	1	36.28
SC1	Community Intervention Specialist MACRO	2	38.18
SC1	Community Intervention Specialist MACRO	3	40.20
SC1	Community Intervention Specialist MACRO	4	42.31
SC1	Community Intervention Specialist MACRO	5	44.54
SD1	Computer Operator	1	30.46
SD1	Computer Operator	2	32.05
SD1	Computer Operator	3	33.74
SD1	Computer Operator	4	35.52
SD1	Computer Operator	5	37.39
SD1	Computer Operator, Senior	1	34.32
SD1	Computer Operator, Senior	2	36.13
SD1	Computer Operator, Senior	3	38.04
SD1	Computer Operator, Senior	4	40.05
SD1	Computer Operator, Senior	5	42.14
SB1	Concrete Finisher	1	40.47
SB1	Concrete Finisher	2	42.62
SB1	Concrete Finisher	3	44.84
SB1	Concrete Finisher	4	47.22
SB1	Concrete Finisher	5	49.70
SB1	Construction & Maint. Mech., PPT	1	42.02
SB1	Construction & Maint. Mech., PPT	2	44.23
SB1	Construction & Maint. Mech., PPT	3	46.56
SB1	Construction & Maint. Mech., PPT	4	49.01
SB1	Construction & Maint. Mech., PPT	5	51.60
SC1	Construction & Maintenance Leader	1	47.83
SC1	Construction & Maintenance Leader	2	50.29

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Construction & Maintenance Leader	3	52.99
SC1	Construction & Maintenance Leader	4	55.81
SC1	Construction & Maintenance Leader	5	58.72
SB1	Construction & Maintenance Mechanic	1	42.02
SB1	Construction & Maintenance Mechanic	2	44.23
SB1	Construction & Maintenance Mechanic	3	46.56
SB1	Construction & Maintenance Mechanic	4	49.01
SB1	Construction & Maintenance Mechanic	5	51.60
SC1	Construction Inspector (Field)	1	38.59
SC1	Construction Inspector (Field)	2	40.61
SC1	Construction Inspector (Field)	3	42.75
SC1	Construction Inspector (Field)	4	45.00
SC1	Construction Inspector (Field)	5	47.35
SC1	Construction Inspector (Office)	1	41.15
SC1	Construction Inspector (Office)	2	43.34
SC1	Construction Inspector (Office)	3	45.59
SC1	Construction Inspector (Office)	4	48.02
SC1	Construction Inspector (Office)	5	50.50
SC1	Construction Inspector, Sr (Field)	1	48.65
SC1	Construction Inspector, Sr (Field)	2	51.19
SC1	Construction Inspector, Sr (Field)	3	53.89
SC1	Construction Inspector, Sr (Field)	4	56.74
SC1	Construction Inspector, Sr (Field)	5	59.73
SD1	Construction Inspector, Sr (Office)	1	48.64
SD1	Construction Inspector, Sr (Office)	2	51.19

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Construction Inspector, Sr (Office)	3	53.89
SD1	Construction Inspector, Sr (Office)	4	56.73
SD1	Construction Inspector, Sr (Office)	5	59.73
SD1	Contract Compliance Field Tech	1	33.26
SD1	Contract Compliance Field Tech	2	35.01
SD1	Contract Compliance Field Tech	3	36.85
SD1	Contract Compliance Field Tech	4	38.79
SD1	Contract Compliance Field Tech	5	40.83
SC1	Courier	1	20.73
SC1	Courier	2	21.81
SC1	Courier	3	22.94
SC1	Courier	4	24.14
SC1	Courier	5	25.42
SD1	Criminalist I	1	48.38
SD1	Criminalist I	2	50.92
SD1	Criminalist I	3	53.61
SD1	Criminalist I	4	56.42
SD1	Criminalist I	5	59.39
SC1	Crossing Guard, PPT	1	21.51
SC1	Crossing Guard, PPT	2	22.65
SC1	Crossing Guard, PPT	3	23.86
SC1	Crossing Guard, PPT	4	25.09
SC1	Crossing Guard, PPT	5	26.39
SI1	Crossing Guard, PT	1	21.51
SI1	Crossing Guard, PT	2	22.65
SI1	Crossing Guard, PT	3	23.86
SI1	Crossing Guard, PT	4	25.09
SI1	Crossing Guard, PT	5	26.39
SC1	Custodian	1	25.52
SC1	Custodian	2	26.86
SC1	Custodian	3	28.27
SC1	Custodian	4	29.77
SC1	Custodian	5	31.33
SC1	Custodian, PPT	1	25.52
SC1	Custodian, PPT	2	26.86
SC1	Custodian, PPT	3	28.27

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Custodian, PPT	4	29.77
SC1	Custodian, PPT	5	31.33
SI1	Custodian, PT	1	25.52
SI1	Custodian, PT	2	26.86
SI1	Custodian, PT	3	28.27
SI1	Custodian, PT	4	29.77
SI1	Custodian, PT	5	31.33
SD1	Data Entry Operator	1	26.43
SD1	Data Entry Operator	2	27.82
SD1	Data Entry Operator	3	29.28
SD1	Data Entry Operator	4	30.83
SD1	Data Entry Operator	5	32.45
SD1	Data Entry Operator, Senior	1	29.30
SD1	Data Entry Operator, Senior	2	30.85
SD1	Data Entry Operator, Senior	3	32.46
SD1	Data Entry Operator, Senior	4	34.18
SD1	Data Entry Operator, Senior	5	35.97
SD1	Drafting Technician, Int (Office)	1	38.83
SD1	Drafting Technician, Int (Office)	2	40.87
SD1	Drafting Technician, Int (Office)	3	43.02
SD1	Drafting Technician, Int (Office)	4	45.30
SD1	Drafting Technician, Int (Office)	5	47.68
SD1	Drafting/Design Technician, Sr	1	47.29
SD1	Drafting/Design Technician, Sr	2	49.74
SD1	Drafting/Design Technician, Sr	3	52.37
SD1	Drafting/Design Technician, Sr	4	55.13
SD1	Drafting/Design Technician, Sr	5	58.02
SD1	Early Childhood Center Director	1	34.66
SD1	Early Childhood Center Director	2	36.50
SD1	Early Childhood Center Director	3	38.43

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Early Childhood Center Director	4	40.44
SD1	Early Childhood Center Director	5	42.58
SD1	Early Head Start Instructor	1	25.84
SD1	Early Head Start Instructor	2	27.21
SD1	Early Head Start Instructor	3	28.65
SD1	Early Head Start Instructor	4	30.15
SD1	Early Head Start Instructor	5	31.74
SD1	Early Head Start Instructor, PPT	1	25.84
SD1	Early Head Start Instructor, PPT	2	27.21
SD1	Early Head Start Instructor, PPT	3	28.65
SD1	Early Head Start Instructor, PPT	4	30.15
SD1	Early Head Start Instructor, PPT	5	31.74
SC1	Electrical Painter	1	42.02
SC1	Electrical Painter	2	44.23
SC1	Electrical Painter	3	46.56
SC1	Electrical Painter	4	49.00
SC1	Electrical Painter	5	51.59
SB1	Electro-Mechanical Machinist	1	43.95
SB1	Electro-Mechanical Machinist	2	46.27
SB1	Electro-Mechanical Machinist	3	48.70
SB1	Electro-Mechanical Machinist	4	51.25
SB1	Electro-Mechanical Machinist	5	53.98
SB1	Electronics Technician	1	45.19
SB1	Electronics Technician	2	47.55
SB1	Electronics Technician	3	50.07
SB1	Electronics Technician	4	52.70
SB1	Electronics Technician	5	55.47
SC1	Emergency Medical Technician (MACRO)	1	36.28
SC1	Emergency Medical Technician (MACRO)	2	38.18
SC1	Emergency Medical Technician (MACRO)	3	40.20
SC1	Emergency Medical Technician (MACRO)	4	42.31
SC1	Emergency Medical Technician (MACRO)	5	44.54



REP	TITLE	STEP	3/1/2025 (2%)
SC1	Emergency Medical Technician MACRO PPT	1	36.28
SC1	Emergency Medical Technician MACRO PPT	2	38.18
SC1	Emergency Medical Technician MACRO PPT	3	40.20
SC1	Emergency Medical Technician MACRO PPT	4	42.31
SC1	Emergency Medical Technician MACRO PPT	5	44.54
SC1	Emergency Technician MACRO PT	1	36.28
SC1	Emergency Technician MACRO PT	2	38.18
SC1	Emergency Technician MACRO PT	3	40.20
SC1	Emergency Technician MACRO PT	4	42.31
SC1	Emergency Technician MACRO PT	5	44.54
SC1	Engineering Technician I (Field)	1	32.56
SC1	Engineering Technician I (Field)	2	34.27
SC1	Engineering Technician I (Field)	3	36.08
SC1	Engineering Technician I (Field)	4	37.98
SC1	Engineering Technician I (Field)	5	39.98
SC1	Engineering Technician I (Office)	1	34.75
SC1	Engineering Technician I (Office)	2	36.61
SC1	Engineering Technician I (Office)	3	38.50
SC1	Engineering Technician I (Office)	4	40.51
SC1	Engineering Technician I (Office)	5	42.65
SD1	Engineering Technician II (Office)	1	39.80
SD1	Engineering Technician II (Office)	2	41.90

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Engineering Technician II (Office)	3	44.09
SD1	Engineering Technician II (Office)	4	46.44
SD1	Engineering Technician II (Office)	5	48.88
SD1	Engineering Technician, Sr (Field)	1	45.32
SD1	Engineering Technician, Sr (Field)	2	47.74
SD1	Engineering Technician, Sr (Field)	3	50.22
SD1	Engineering Technician, Sr (Field)	4	52.91
SD1	Engineering Technician, Sr (Field)	5	55.66
SD1	Engineering Technician, Sr (Office)	1	48.45
SD1	Engineering Technician, Sr (Office)	2	50.99
SD1	Engineering Technician, Sr (Office)	3	53.67
SD1	Engineering Technician, Sr (Office)	4	56.51
SD1	Engineering Technician, Sr (Office)	5	59.47
SC1	Environment Enforcement Officer	1	38.10
SC1	Environment Enforcement Officer	2	40.10
SC1	Environment Enforcement Officer	3	42.21
SC1	Environment Enforcement Officer	4	44.43
SC1	Environment Enforcement Officer	5	46.78
SB1	Equipment Body Repair Worker	1	40.47
SB1	Equipment Body Repair Worker	2	42.62
SB1	Equipment Body Repair Worker	3	44.84
SB1	Equipment Body Repair Worker	4	47.22

REP	TITLE	STEP	3/1/2025 (2%)
SB1	Equipment Body Repair Worker	5	49.70
SC1	Equipment Parts Technician	1	34.53
SC1	Equipment Parts Technician	2	36.37
SC1	Equipment Parts Technician	3	38.29
SC1	Equipment Parts Technician	4	40.29
SC1	Equipment Parts Technician	5	42.42
SB1	Equipment Technician	1	36.25
SB1	Equipment Technician	2	38.15
SB1	Equipment Technician	3	40.16
SB1	Equipment Technician	4	42.28
SB1	Equipment Technician	5	44.50
SC1	Facility Security Assistant	1	30.13
SC1	Facility Security Assistant	2	31.72
SC1	Facility Security Assistant	3	33.38
SC1	Facility Security Assistant	4	35.15
SC1	Facility Security Assistant	5	37.00
SC1	Facility Security Assistant, PPT	1	30.13
SC1	Facility Security Assistant, PPT	2	31.72
SC1	Facility Security Assistant, PPT	3	33.38
SC1	Facility Security Assistant, PPT	4	35.15
SC1	Facility Security Assistant, PPT	5	37.00
SI1	Facility Security Assistant, PT	1	30.13
SI1	Facility Security Assistant, PT	2	31.74
SI1	Facility Security Assistant, PT	3	33.39
SI1	Facility Security Assistant, PT	4	35.16
SI1	Facility Security Assistant, PT	5	37.01
SD1	Family Advocate	1	29.23
SD1	Family Advocate	2	30.75
SD1	Family Advocate	3	32.38
SD1	Family Advocate	4	34.08
SD1	Family Advocate	5	35.88
SD1	Family Services Specialist	1	33.82
SD1	Family Services Specialist	2	35.59
SD1	Family Services Specialist	3	37.46
SD1	Family Services Specialist	4	39.44
SD1	Family Services Specialist	5	41.51
SC1	Fire Comm Dispatcher, PPT	1	48.98
SC1	Fire Comm Dispatcher, PPT	2	50.24

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Fire Comm Dispatcher, PPT	3	51.51
SC1	Fire Comm Dispatcher, PPT	4	52.81
SC1	Fire Comm Dispatcher, PPT	5	54.21
SC1	Fire Communications Dispatcher	1	48.98
SC1	Fire Communications Dispatcher	2	50.24
SC1	Fire Communications Dispatcher	3	51.51
SC1	Fire Communications Dispatcher	4	52.81
SC1	Fire Communications Dispatcher	5	54.21
SB1	Fire Equipment Technician	1	36.25
SB1	Fire Equipment Technician	2	38.15
SB1	Fire Equipment Technician	3	40.16
SB1	Fire Equipment Technician	4	42.28
SB1	Fire Equipment Technician	5	44.50
SC1	Fire Prevent Bureau Inspect, Civil	1	45.92
SC1	Fire Prevent Bureau Inspect, Civil	2	48.37
SC1	Fire Prevent Bureau Inspect, Civil	3	50.89
SC1	Fire Prevent Bureau Inspect, Civil	4	53.57
SC1	Fire Prevent Bureau Inspect, Civil	5	56.39
SI1	Fire Suppression Dist Inspect PT	1	38.10
SI1	Fire Suppression Dist Inspect PT	2	40.10
SI1	Fire Suppression Dist Inspect PT	3	42.20
SI1	Fire Suppression Dist Inspect PT	4	44.42
SI1	Fire Suppression Dist Inspect PT	5	46.78
SC1	Fire Suppression District Inspector	1	38.10
SC1	Fire Suppression District Inspector	2	40.10
SC1	Fire Suppression District Inspector	3	42.21

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Fire Suppression District Inspector	4	44.43
SC1	Fire Suppression District Inspector	5	46.78
SI1	Fireboat Attendant, PT	1	39.59
SI1	Fireboat Attendant, PT	2	41.66
SI1	Fireboat Attendant, PT	3	43.86
SI1	Fireboat Attendant, PT	4	46.18
SI1	Fireboat Attendant, PT	5	48.60
SD1	Food Program Coordinator, PPT	1	32.59
SD1	Food Program Coordinator, PPT	2	34.30
SD1	Food Program Coordinator, PPT	3	36.11
SD1	Food Program Coordinator, PPT	4	38.00
SD1	Food Program Coordinator, PPT	5	40.03
SI1	Food Program Driver, PT	1	20.73
SI1	Food Program Driver, PT	2	21.81
SI1	Food Program Driver, PT	3	22.93
SI1	Food Program Driver, PT	4	24.14
SI1	Food Program Driver, PT	5	25.42
SI1	Food Program Monitor, PT	1	22.97
SI1	Food Program Monitor, PT	2	24.20
SI1	Food Program Monitor, PT	3	25.48
SI1	Food Program Monitor, PT	4	26.84
SI1	Food Program Monitor, PT	5	28.23
SI1	Food Program Site Leader, PT	1	17.83
SI1	Food Program Site Leader, PT	2	18.79
SI1	Food Program Site Leader, PT	3	19.76
SI1	Food Program Site Leader, PT	4	20.81
SI1	Food Program Site Leader, PT	5	21.92
SD1	Food Service Worker	1	25.79
SD1	Food Service Worker	2	27.13
SD1	Food Service Worker	3	28.57
SD1	Food Service Worker	4	30.07
SD1	Food Service Worker	5	31.66
SI1	Food Service Worker, PT	1	25.79
SI1	Food Service Worker, PT	2	27.26
SI1	Food Service Worker, PT	3	28.70
SI1	Food Service Worker, PT	4	30.18
SI1	Food Service Worker, PT	5	31.64

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Forensic Technician	1	39.14
SC1	Forensic Technician	2	41.20
SC1	Forensic Technician	3	43.35
SC1	Forensic Technician	4	45.63
SC1	Forensic Technician	5	48.03
SC1	Gardener Crew Leader	1	35.74
SC1	Gardener Crew Leader	2	37.63
SC1	Gardener Crew Leader	3	39.62
SC1	Gardener Crew Leader	4	41.72
SC1	Gardener Crew Leader	5	43.90
SC1	Gardener I	1	28.83
SC1	Gardener I, PPT	1	28.83
SC1	Gardener II	1	30.20
SC1	Gardener II	2	31.78
SC1	Gardener II	3	33.42
SC1	Gardener II	4	35.19
SC1	Gardener II	5	37.00
SD1	Graphic Delineator	1	34.64
SD1	Graphic Delineator	2	36.47
SD1	Graphic Delineator	3	38.39
SD1	Graphic Delineator	4	40.40
SD1	Graphic Delineator	5	42.53
SC1	Greenskeeper	1	31.04
SC1	Greenskeeper	2	32.67
SC1	Greenskeeper	3	34.38
SC1	Greenskeeper	4	36.19
SC1	Greenskeeper	5	38.11
SD1	Hazardous Materials Inspect, Senior	1	51.88
SD1	Hazardous Materials Inspect, Senior	2	54.61
SD1	Hazardous Materials Inspect, Senior	3	57.47
SD1	Hazardous Materials Inspect, Senior	4	60.50
SD1	Hazardous Materials Inspect, Senior	5	63.70
SC1	Hazardous Materials Inspector II	1	49.07
SC1	Hazardous Materials Inspector II	2	51.64
SC1	Hazardous Materials Inspector II	3	54.34

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Hazardous Materials Inspector II	4	57.21
SC1	Hazardous Materials Inspector II	5	60.20
SC1	Head Start Driver Courier	1	30.16
SC1	Head Start Driver Courier	2	31.75
SC1	Head Start Driver Courier	3	33.42
SC1	Head Start Driver Courier	4	35.19
SC1	Head Start Driver Courier	5	37.03
SD1	Head Start Instructor	1	25.84
SD1	Head Start Instructor	2	27.21
SD1	Head Start Instructor	3	28.65
SD1	Head Start Instructor	4	30.15
SD1	Head Start Instructor	5	31.74
SD1	Head Start Instructor, PPT	1	25.84
SD1	Head Start Instructor, PPT	2	27.21
SD1	Head Start Instructor, PPT	3	28.65
SD1	Head Start Instructor, PPT	4	30.15
SD1	Head Start Instructor, PPT	5	31.74
SI1	Head Start Instructor, PT	1	25.84
SI1	Head Start Instructor, PT	2	27.21
SI1	Head Start Instructor, PT	3	28.66
SI1	Head Start Instructor, PT	4	30.15
SI1	Head Start Instructor, PT	5	31.74
SI1	Head Start/EHS Asst Inst, PT	1	17.65
SI1	Head Start/EHS Asst Inst, PT	2	18.52
SI1	Head Start/EHS Asst Inst, PT	3	19.45
SI1	Head Start/EHS Asst Inst, PT	4	20.41
SI1	Head Start/EHS Asst Inst, PT	5	21.44
SD1	Head Start/EHS Assc Inst	1	20.73
SD1	Head Start/EHS Assc Inst	2	21.81
SD1	Head Start/EHS Assc Inst	3	22.94
SD1	Head Start/EHS Assc Inst	4	24.13
SD1	Head Start/EHS Assc Inst	5	25.40
SD1	Head Start/EHS Sub Inst, PPT	1	20.73
SD1	Head Start/EHS Sub Inst, PPT	2	21.81
SD1	Head Start/EHS Sub Inst, PPT	3	22.94
SD1	Head Start/EHS Sub Inst, PPT	4	24.13
SD1	Head Start/EHS Sub Inst, PPT	5	25.40
SI1	Head Start/EHS Sub Inst, PT	1	20.73
SI1	Head Start/EHS Sub Inst, PT	2	21.81
SI1	Head Start/EHS Sub Inst, PT	3	22.93
SI1	Head Start/EHS Sub Inst, PT	4	24.13
SI1	Head Start/EHS Sub Inst, PT	5	25.41

REP	TITLE	STEP	3/1/2025 (2%)
SB1	Heavy Equipment Mechanic	1	42.93
SB1	Heavy Equipment Mechanic	2	45.17
SB1	Heavy Equipment Mechanic	3	47.55
SB1	Heavy Equipment Mechanic	4	50.07
SB1	Heavy Equipment Mechanic	5	52.71
SB1	Heavy Equipment Operator	1	39.58
SB1	Heavy Equipment Operator	2	41.66
SB1	Heavy Equipment Operator	3	43.86
SB1	Heavy Equipment Operator	4	46.17
SB1	Heavy Equipment Operator	5	48.60
SC1	Heavy Equipment Service Worker	1	31.42
SC1	Heavy Equipment Service Worker	2	33.08
SC1	Heavy Equipment Service Worker	3	34.82
SC1	Heavy Equipment Service Worker	4	36.65
SC1	Heavy Equipment Service Worker	5	38.58
SD1	Help Desk Specialist	1	33.82
SD1	Help Desk Specialist	2	35.59
SD1	Help Desk Specialist	3	37.46
SD1	Help Desk Specialist	4	39.44
SD1	Help Desk Specialist	5	41.51
SB1	Hydrant Repair Worker	1	36.25
SB1	Hydrant Repair Worker	2	38.15
SB1	Hydrant Repair Worker	3	40.16
SB1	Hydrant Repair Worker	4	42.28
SB1	Hydrant Repair Worker	5	44.50
SB1	Hydrant Repair Worker, Senior	1	41.66
SB1	Hydrant Repair Worker, Senior	2	43.86
SB1	Hydrant Repair Worker, Senior	3	46.17
SB1	Hydrant Repair Worker, Senior	4	48.60
SB1	Hydrant Repair Worker, Senior	5	51.16
SC1	Irrigation Repair Specialist	1	38.46
SC1	Irrigation Repair Specialist	2	40.49
SC1	Irrigation Repair Specialist	3	42.62
SC1	Irrigation Repair Specialist	4	44.84



REP	TITLE	STEP	3/1/2025 (2%)
SC1	Irrigation Repair Specialist	5	47.22
SC1	Irrigation Repair Specialist, PPT	1	38.43
SC1	Irrigation Repair Specialist, PPT	2	40.46
SC1	Irrigation Repair Specialist, PPT	3	42.57
SC1	Irrigation Repair Specialist, PPT	4	44.80
SC1	Irrigation Repair Specialist, PPT	5	47.19
SD1	Latent Print Examiner I	1	45.74
SD1	Latent Print Examiner I	2	48.14
SD1	Latent Print Examiner I	3	50.66
SD1	Latent Print Examiner I	4	53.34
SD1	Latent Print Examiner I	5	56.14
SD1	Librarian I	1	42.94
SD1	Librarian I	2	45.19
SD1	Librarian I	3	47.59
SD1	Librarian I	4	50.08
SD1	Librarian I	5	52.74
SD1	Librarian I, PPT	1	42.94
SD1	Librarian I, PPT	2	45.19
SD1	Librarian I, PPT	3	47.59
SD1	Librarian I, PPT	4	50.08
SD1	Librarian I, PPT	5	52.74
SI1	Librarian I, PT	1	42.94
SI1	Librarian I, PT	2	45.19
SI1	Librarian I, PT	3	47.58
SI1	Librarian I, PT	4	50.08
SI1	Librarian I, PT	5	52.74
SD1	Librarian II	1	46.31
SD1	Librarian II	2	48.75
SD1	Librarian II	3	51.32
SD1	Librarian II	4	54.03
SD1	Librarian II	5	56.88
SD1	Librarian II, PPT	1	46.31
SD1	Librarian II, PPT	2	48.75
SD1	Librarian II, PPT	3	51.32
SD1	Librarian II, PPT	4	54.03
SD1	Librarian II, PPT	5	56.88
SI1	Librarian II, PT	1	46.32
SI1	Librarian II, PT	2	48.75
SI1	Librarian II, PT	3	51.32

REP	TITLE	STEP	3/1/2025 (2%)
SI1	Librarian II, PT	4	54.04
SI1	Librarian II, PT	5	56.86
SD1	Librarian, Senior	1	52.73
SD1	Librarian, Senior	2	55.50
SD1	Librarian, Senior	3	58.43
SD1	Librarian, Senior	4	61.49
SD1	Librarian, Senior	5	64.74
SD1	Librarian, Senior, PPT	1	52.73
SD1	Librarian, Senior, PPT	2	55.50
SD1	Librarian, Senior, PPT	3	58.43
SD1	Librarian, Senior, PPT	4	61.49
SD1	Librarian, Senior, PPT	5	64.74
SI1	Librarian, Senior, PT	1	52.73
SI1	Librarian, Senior, PT	2	55.49
SI1	Librarian, Senior, PT	3	58.46
SI1	Librarian, Senior, PT	4	61.47
SI1	Librarian, Senior, PT	5	64.72
SD1	Library Aide	1	22.36
SD1	Library Aide	2	23.53
SD1	Library Aide	3	24.77
SD1	Library Aide	4	26.08
SD1	Library Aide	5	27.45
SD1	Library Aide, PPT	1	22.36
SD1	Library Aide, PPT	2	23.54
SD1	Library Aide, PPT	3	24.79
SD1	Library Aide, PPT	4	26.12
SD1	Library Aide, PPT	5	27.46
SI1	Library Aide, PT	1	22.36
SI1	Library Aide, PT	2	23.54
SI1	Library Aide, PT	3	24.78
SI1	Library Aide, PT	4	26.07
SI1	Library Aide, PT	5	27.45
SD1	Library Assistant	1	36.00
SD1	Library Assistant	2	37.91
SD1	Library Assistant	3	39.88
SD1	Library Assistant	4	41.98
SD1	Library Assistant	5	44.20
SI1	Library Assistant, PT	1	36.00
SI1	Library Assistant, PT	2	37.90
SI1	Library Assistant, PT	3	39.87
SI1	Library Assistant, PT	4	41.98
SI1	Library Assistant, PT	5	44.22
SD1	Library Assistant, Senior	1	43.78
SD1	Library Assistant, Senior	2	46.09

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Library Assistant, Senior	3	48.52
SD1	Library Assistant, Senior	4	51.07
SD1	Library Assistant, Senior	5	53.76
SD1	Library Assistant, Senior, PPT	1	43.12
SD1	Library Assistant, Senior, PPT	2	45.38
SD1	Library Assistant, Senior, PPT	3	47.74
SD1	Library Assistant, Senior, PPT	4	50.26
SD1	Library Assistant, Senior, PPT	5	52.92
SI1	Library Assistant, Senior, PT	1	43.78
SI1	Library Assistant, Senior, PT	2	46.07
SI1	Library Assistant, Senior, PT	3	48.53
SI1	Library Assistant, Senior, PT	4	51.05
SI1	Library Assistant, Senior, PT	5	53.75
SD1	Library Asst, PPT	1	36.00
SD1	Library Asst, PPT	2	37.91
SD1	Library Asst, PPT	3	39.88
SD1	Library Asst, PPT	4	41.98
SD1	Library Asst, PPT	5	44.20
SI1	Library Program Leader, PT	1	32.57
SI1	Library Program Leader, PT	2	34.26
SI1	Library Program Leader, PT	3	36.12
SI1	Library Program Leader, PT	4	38.00
SI1	Library Program Leader, PT	5	40.00
SI1	Lifeguard, PT	1	21.70
SI1	Lifeguard, PT	2	22.85
SI1	Lifeguard, PT	3	24.06
SI1	Lifeguard, PT	4	25.31
SI1	Lifeguard, PT	5	26.65
SD1	Literacy Assistant	1	36.00
SD1	Literacy Assistant	2	37.91
SD1	Literacy Assistant	3	39.88
SD1	Literacy Assistant	4	41.98
SD1	Literacy Assistant	5	44.20
SD1	Literacy Assistant, PPT	1	36.00
SD1	Literacy Assistant, PPT	2	37.91
SD1	Literacy Assistant, PPT	3	39.88
SD1	Literacy Assistant, PPT	4	41.98
SD1	Literacy Assistant, PPT	5	44.20
SI1	Literacy Assistant, PT	1	36.00
SI1	Literacy Assistant, PT	2	37.90
SI1	Literacy Assistant, PT	3	39.87
SI1	Literacy Assistant, PT	4	41.98
SI1	Literacy Assistant, PT	5	44.22
SD1	Literacy Assistant, Senior	1	43.78

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Literacy Assistant, Senior	2	46.09
SD1	Literacy Assistant, Senior	3	48.52
SD1	Literacy Assistant, Senior	4	51.07
SD1	Literacy Assistant, Senior	5	53.76
SB1	Maintenance Mechanic	1	36.51
SB1	Maintenance Mechanic	2	38.44
SB1	Maintenance Mechanic	3	40.47
SB1	Maintenance Mechanic	4	42.60
SB1	Maintenance Mechanic	5	44.83
SB1	Maintenance Mechanic, PPT	1	36.51
SB1	Maintenance Mechanic, PPT	2	38.44
SB1	Maintenance Mechanic, PPT	3	40.47
SB1	Maintenance Mechanic, PPT	4	42.60
SB1	Maintenance Mechanic, PPT	5	44.83
SI1	Maintenance Mechanic, PT	1	36.51
SI1	Maintenance Mechanic, PT	2	38.45
SI1	Maintenance Mechanic, PT	3	40.47
SI1	Maintenance Mechanic, PT	4	42.59
SI1	Maintenance Mechanic, PT	5	44.83
SD1	Mechanical Inspector	1	46.74
SD1	Mechanical Inspector	2	49.20
SD1	Mechanical Inspector	3	51.80
SD1	Mechanical Inspector	4	54.51
SD1	Mechanical Inspector	5	57.39
SC1	Museum Guard	1	26.86
SC1	Museum Guard	2	28.26
SC1	Museum Guard	3	29.75
SC1	Museum Guard	4	31.30
SC1	Museum Guard	5	32.94
SC1	Museum Guard, PPT	1	26.86
SC1	Museum Guard, PPT	2	28.26
SC1	Museum Guard, PPT	3	29.75
SC1	Museum Guard, PPT	4	31.30
SC1	Museum Guard, PPT	5	32.94
SI1	Museum Guard, PT	1	26.85
SI1	Museum Guard, PT	2	28.25
SI1	Museum Guard, PT	3	29.76
SI1	Museum Guard, PT	4	31.31
SI1	Museum Guard, PT	5	32.94
SD1	Office Assistant I	1	23.59
SD1	Office Assistant I	2	24.81
SD1	Office Assistant I	3	26.13
SD1	Office Assistant I	4	27.50
SD1	Office Assistant I	5	28.94

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Office Assistant I, PPT	1	23.59
SD1	Office Assistant I, PPT	2	24.81
SD1	Office Assistant I, PPT	3	26.13
SD1	Office Assistant I, PPT	4	27.50
SD1	Office Assistant I, PPT	5	28.94
SI1	Office Assistant I, PT	1	23.60
SI1	Office Assistant I, PT	2	24.82
SI1	Office Assistant I, PT	3	26.13
SI1	Office Assistant I, PT	4	27.50
SI1	Office Assistant I, PT	5	28.94
SD1	Office Assistant II	1	27.09
SD1	Office Assistant II	2	28.50
SD1	Office Assistant II	3	30.00
SD1	Office Assistant II	4	31.66
SD1	Office Assistant II	5	33.25
SD1	Office Assistant II, PPT	1	27.09
SD1	Office Assistant II, PPT	2	28.50
SD1	Office Assistant II, PPT	3	30.00
SD1	Office Assistant II, PPT	4	31.66
SD1	Office Assistant II, PPT	5	33.25
SI1	Office Assistant II, PT	1	27.09
SI1	Office Assistant II, PT	2	28.50
SI1	Office Assistant II, PT	3	30.01
SI1	Office Assistant II, PT	4	31.60
SI1	Office Assistant II, PT	5	33.25
SB1	Painter	1	42.02
SB1	Painter	2	44.21
SB1	Painter	3	46.56
SB1	Painter	4	49.00
SB1	Painter	5	51.59
SC1	Park Attendant	1	23.51
SC1	Park Attendant	2	24.74
SC1	Park Attendant	3	26.05
SC1	Park Attendant	4	27.41
SC1	Park Attendant	5	28.85
SC1	Park Attendant, PPT	1	23.51
SC1	Park Attendant, PPT	2	24.74
SC1	Park Attendant, PPT	3	26.05
SC1	Park Attendant, PPT	4	27.41
SC1	Park Attendant, PPT	5	28.85
SI1	Park Attendant, PT	1	23.51
SI1	Park Attendant, PT	2	24.74
SI1	Park Attendant, PT	3	26.05
SI1	Park Attendant, PT	4	27.41

REP	TITLE	STEP	3/1/2025 (2%)
SI1	Park Attendant, PT	5	28.85
SC1	Park Equipment Operator	1	36.63
SC1	Park Equipment Operator	2	38.55
SC1	Park Equipment Operator	3	40.59
SC1	Park Equipment Operator	4	42.73
SC1	Park Equipment Operator	5	44.97
SC1	Parking Control Technician	1	29.28
SC1	Parking Control Technician	2	30.83
SC1	Parking Control Technician	3	32.45
SC1	Parking Control Technician	4	34.15
SC1	Parking Control Technician	5	35.93
SC1	Parking Control Technician, PPT	1	29.28
SC1	Parking Control Technician, PPT	2	30.83
SC1	Parking Control Technician, PPT	3	32.45
SC1	Parking Control Technician, PPT	4	34.15
SC1	Parking Control Technician, PPT	5	35.93
SI1	Parking Control Technician, PT	1	29.28
SI1	Parking Control Technician, PT	2	30.83
SI1	Parking Control Technician, PT	3	32.46
SI1	Parking Control Technician, PT	4	34.15
SI1	Parking Control Technician, PT	5	35.95
SD1	Parking Meter Collector	1	29.24
SD1	Parking Meter Collector	2	30.79
SD1	Parking Meter Collector	3	32.44
SD1	Parking Meter Collector	4	34.12
SD1	Parking Meter Collector	5	35.92
SD1	Parking Meter Collector, PPT	1	29.24
SD1	Parking Meter Collector, PPT	2	30.79
SD1	Parking Meter Collector, PPT	3	32.44
SD1	Parking Meter Collector, PPT	4	34.12
SD1	Parking Meter Collector, PPT	5	35.92
SB1	Parking Meter Repair Worker	1	32.90
SB1	Parking Meter Repair Worker	2	34.64
SB1	Parking Meter Repair Worker	3	36.47

REP	TITLE	STEP	3/1/2025 (2%)
SB1	Parking Meter Repair Worker	4	38.40
SB1	Parking Meter Repair Worker	5	40.43
SC1	Parklands Maintenance Worker	1	31.68
SC1	Parklands Maintenance Worker	2	33.36
SC1	Parklands Maintenance Worker	3	35.10
SC1	Parklands Maintenance Worker	4	36.96
SC1	Parklands Maintenance Worker	5	38.89
SD1	Payroll Personnel Clerk I	1	24.90
SD1	Payroll Personnel Clerk I	2	26.21
SD1	Payroll Personnel Clerk I	3	27.60
SD1	Payroll Personnel Clerk I	4	29.08
SD1	Payroll Personnel Clerk I	5	30.57
SI1	Payroll Personnel Clerk I, PT	1	24.89
SI1	Payroll Personnel Clerk I, PT	2	26.21
SI1	Payroll Personnel Clerk I, PT	3	27.61
SI1	Payroll Personnel Clerk I, PT	4	29.03
SI1	Payroll Personnel Clerk I, PT	5	30.55
SD1	Payroll Personnel Clerk II	1	29.13
SD1	Payroll Personnel Clerk II	2	30.67
SD1	Payroll Personnel Clerk II	3	32.27
SD1	Payroll Personnel Clerk II	4	33.97
SD1	Payroll Personnel Clerk II	5	35.76
SI1	Payroll Personnel Clerk II, PT	1	29.14
SI1	Payroll Personnel Clerk II, PT	2	30.65
SI1	Payroll Personnel Clerk II, PT	3	30.90
SI1	Payroll Personnel Clerk II, PT	4	33.97
SI1	Payroll Personnel Clerk II, PT	5	35.76
SD1	Permit Technician I	1	36.36
SD1	Permit Technician I	2	38.28
SD1	Permit Technician I	3	40.28
SD1	Permit Technician I	4	42.40
SD1	Permit Technician I	5	44.63
SD1	Permit Technician II	1	38.83
SD1	Permit Technician II	2	40.87
SD1	Permit Technician II	3	43.02
SD1	Permit Technician II	4	45.30
SD1	Permit Technician II	5	47.68
SD1	Planning Investigator	1	48.37
SD1	Planning Investigator	2	50.90

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Planning Investigator	3	53.58
SD1	Planning Investigator	4	56.40
SD1	Planning Investigator	5	59.38
SB1	Plumber	1	44.84
SB1	Plumber	2	47.20
SB1	Plumber	3	49.68
SB1	Plumber	4	52.32
SB1	Plumber	5	55.07
SC1	Police Communications Dispatcher	1	50.08
SC1	Police Communications Dispatcher	2	51.34
SC1	Police Communications Dispatcher	3	52.67
SC1	Police Communications Dispatcher	4	54.02
SC1	Police Communications Dispatcher	5	55.41
SC1	Police Communications Operator	1	45.01
SC1	Police Evidence Technician	1	39.14
SC1	Police Evidence Technician	2	41.20
SC1	Police Evidence Technician	3	43.35
SC1	Police Evidence Technician	4	45.63
SC1	Police Evidence Technician	5	48.03
SC1	Police Property Specialist	1	32.31
SC1	Police Property Specialist	2	34.00
SC1	Police Property Specialist	3	35.80
SC1	Police Property Specialist	4	37.67
SC1	Police Property Specialist	5	39.66
SD1	Police Records Specialist	1	31.44
SD1	Police Records Specialist	2	33.11
SD1	Police Records Specialist	3	34.85
SD1	Police Records Specialist	4	36.69
SD1	Police Records Specialist	5	38.62
SD1	Police Records Specialist, PPT	1	31.44
SD1	Police Records Specialist, PPT	2	33.11
SD1	Police Records Specialist, PPT	3	34.85
SD1	Police Records Specialist, PPT	4	36.69
SD1	Police Records Specialist, PPT	5	38.62
SC1	Police Services Technician II	1	33.33
SC1	Police Services Technician II	2	35.11
SC1	Police Services Technician II	3	36.92
SC1	Police Services Technician II	4	38.88



REP	TITLE	STEP	3/1/2025 (2%)
SC1	Police Services Technician II	5	40.94
SC1	Pool Manager, PPT	1	26.31
SC1	Pool Manager, PPT	2	27.67
SC1	Pool Manager, PPT	3	29.14
SC1	Pool Manager, PPT	4	30.68
SC1	Pool Manager, PPT	5	32.29
SI1	Pool Manager, PT	1	26.31
SI1	Pool Manager, PT	2	27.67
SI1	Pool Manager, PT	3	29.14
SI1	Pool Manager, PT	4	30.68
SI1	Pool Manager, PT	5	32.29
SC1	Pool Technician	1	24.77
SC1	Pool Technician	2	26.08
SC1	Pool Technician	3	27.45
SC1	Pool Technician	4	28.90
SC1	Pool Technician	5	30.41
SC1	Pool Technician, PPT	1	24.77
SC1	Pool Technician, PPT	2	26.08
SC1	Pool Technician, PPT	3	27.45
SC1	Pool Technician, PPT	4	28.90
SC1	Pool Technician, PPT	5	30.41
SI1	Pool Technician, PT	1	24.78
SI1	Pool Technician, PT	2	26.07
SI1	Pool Technician, PT	3	27.45
SI1	Pool Technician, PT	4	28.90
SI1	Pool Technician, PT	5	30.41
SD1	Process Coordinator II	1	46.74
SD1	Process Coordinator II	2	49.20
SD1	Process Coordinator II	3	51.80
SD1	Process Coordinator II	4	54.51
SD1	Process Coordinator II	5	57.39
SD1	Public Service Rep, PPT	1	31.44
SD1	Public Service Rep, PPT	2	33.11
SD1	Public Service Rep, PPT	3	34.85
SD1	Public Service Rep, PPT	4	36.69
SD1	Public Service Rep, PPT	5	38.62
SD1	Public Service Representative	1	31.44
SD1	Public Service Representative	2	33.11
SD1	Public Service Representative	3	34.85
SD1	Public Service Representative	4	36.69
SD1	Public Service Representative	5	38.62
SI1	Public Service Representative, PT	1	31.42

REP	TITLE	STEP	3/1/2025 (2%)
SI1	Public Service Representative, PT	2	33.11
SI1	Public Service Representative, PT	3	34.84
SI1	Public Service Representative, PT	4	36.67
SI1	Public Service Representative, PT	5	38.60
SC1	Public Works Maintenance Worker	1	29.82
SC1	Public Works Maintenance Worker	2	31.38
SC1	Public Works Maintenance Worker	3	33.04
SC1	Public Works Maintenance Worker	4	34.77
SC1	Public Works Maintenance Worker	5	36.62
SC1	Public Works Utility Worker, PPT	1	30.75
SC1	Public Works Utility Worker, PPT	2	32.36
SC1	Public Works Utility Worker, PPT	3	34.07
SC1	Public Works Utility Worker, PPT	4	35.88
SC1	Public Works Utility Worker, PPT	5	37.72
SD1	Real Estate Collections Officer	1	34.27
SD1	Real Estate Collections Officer	2	36.08
SD1	Real Estate Collections Officer	3	37.98
SD1	Real Estate Collections Officer	4	39.98
SD1	Real Estate Collections Officer	5	42.05
SD1	Receptionist	1	26.30
SD1	Receptionist	2	27.68
SD1	Receptionist	3	29.13
SD1	Receptionist	4	30.68
SD1	Receptionist	5	32.29
SD1	Receptionist to the City Council	1	26.30
SD1	Receptionist to the City Council	2	27.68
SD1	Receptionist to the City Council	3	29.13

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Receptionist to the City Council	4	30.68
SD1	Receptionist to the City Council	5	32.29
SD1	Receptionist, PPT	1	26.30
SD1	Receptionist, PPT	2	27.68
SD1	Receptionist, PPT	3	29.13
SD1	Receptionist, PPT	4	30.68
SD1	Receptionist, PPT	5	32.29
SI1	Receptionist, PT	1	26.31
SI1	Receptionist, PT	2	27.68
SI1	Receptionist, PT	3	29.13
SI1	Receptionist, PT	4	30.68
SI1	Receptionist, PT	5	32.29
SI1	Recreation Aide, PT	1	17.65
SI1	Recreation Aide, PT	2	18.52
SI1	Recreation Aide, PT	3	19.45
SI1	Recreation Aide, PT	4	20.41
SI1	Recreation Aide, PT	5	21.44
SI1	Recreation Attendant I, PT	1	18.07
SI1	Recreation Attendant I, PT	2	18.98
SI1	Recreation Attendant I, PT	3	19.94
SI1	Recreation Attendant I, PT	4	20.93
SI1	Recreation Attendant I, PT	5	21.96
SC1	Recreation Attendant II, PPT	1	20.80
SC1	Recreation Attendant II, PPT	2	21.83
SC1	Recreation Attendant II, PPT	3	22.92
SC1	Recreation Attendant II, PPT	4	24.07
SC1	Recreation Attendant II, PPT	5	25.27
SI1	Recreation Attendant II, PT	1	20.80
SI1	Recreation Attendant II, PT	2	21.82
SI1	Recreation Attendant II, PT	3	22.92
SI1	Recreation Attendant II, PT	4	24.07
SI1	Recreation Attendant II, PT	5	25.26
SC1	Recreation Center Director	1	37.03
SC1	Recreation Center Director	2	38.99
SC1	Recreation Center Director	3	41.03
SC1	Recreation Center Director	4	43.19
SC1	Recreation Center Director	5	45.46
SI1	Recreation Leader I, PT	1	20.08
SI1	Recreation Leader I, PT	2	21.10
SI1	Recreation Leader I, PT	3	22.15
SI1	Recreation Leader I, PT	4	23.25
SI1	Recreation Leader I, PT	5	24.42

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Recreation Leader II, PPT	1	23.10
SC1	Recreation Leader II, PPT	2	24.25
SC1	Recreation Leader II, PPT	3	25.46
SC1	Recreation Leader II, PPT	4	26.75
SC1	Recreation Leader II, PPT	5	28.08
SI1	Recreation Leader II, PT	1	23.10
SI1	Recreation Leader II, PT	2	24.25
SI1	Recreation Leader II, PT	3	25.46
SI1	Recreation Leader II, PT	4	26.75
SI1	Recreation Leader II, PT	5	28.08
SC1	Recreation Program Director	1	32.59
SC1	Recreation Program Director	2	34.30
SC1	Recreation Program Director	3	36.11
SC1	Recreation Program Director	4	38.00
SC1	Recreation Program Director	5	39.99
SC1	Recreation Specialist I, PPT	1	23.53
SC1	Recreation Specialist I, PPT	2	24.77
SC1	Recreation Specialist I, PPT	3	26.08
SC1	Recreation Specialist I, PPT	4	27.45
SC1	Recreation Specialist I, PPT	5	28.90
SI1	Recreation Specialist I, PT	1	23.54
SI1	Recreation Specialist I, PT	2	24.78
SI1	Recreation Specialist I, PT	3	26.07
SI1	Recreation Specialist I, PT	4	27.45
SI1	Recreation Specialist I, PT	5	28.90
SC1	Recreation Specialist II, PPT	1	30.35
SC1	Recreation Specialist II, PPT	2	31.96
SC1	Recreation Specialist II, PPT	3	33.64
SC1	Recreation Specialist II, PPT	4	35.41
SC1	Recreation Specialist II, PPT	5	37.28
SI1	Recreation Specialist II, PT	1	30.37
SI1	Recreation Specialist II, PT	2	31.97
SI1	Recreation Specialist II, PT	3	33.65
SI1	Recreation Specialist II, PT	4	35.41
SI1	Recreation Specialist II, PT	5	37.28
SC1	Recreation Specialist III, PPT	1	37.03
SC1	Recreation Specialist III, PPT	2	38.99
SC1	Recreation Specialist III, PPT	3	41.03
SC1	Recreation Specialist III, PPT	4	43.19
SC1	Recreation Specialist III, PPT	5	45.46
SI1	Recreation Specialist III, PT	1	37.03
SI1	Recreation Specialist III, PT	2	38.98
SI1	Recreation Specialist III, PT	3	41.03
SI1	Recreation Specialist III, PT	4	43.18

REP	TITLE	STEP	3/1/2025 (2%)
SI1	Recreation Specialist III, PT	5	45.46
SC1	Refuge Naturalist	1	28.26
SC1	Refuge Naturalist	2	29.75
SC1	Refuge Naturalist	3	31.30
SC1	Refuge Naturalist	4	32.94
SC1	Refuge Naturalist	5	34.69
SC1	Rehabilitation Paint Technician	1	33.05
SC1	Rehabilitation Paint Technician	2	34.81
SC1	Rehabilitation Paint Technician	3	36.63
SC1	Rehabilitation Paint Technician	4	38.55
SC1	Rehabilitation Paint Technician	5	40.59
SD1	Reprographic Assistant	1	26.50
SD1	Reprographic Assistant	2	27.89
SD1	Reprographic Assistant	3	29.37
SD1	Reprographic Assistant	4	30.90
SD1	Reprographic Assistant	5	32.52
SD1	Reprographic Offset Operator	1	28.11
SD1	Reprographic Offset Operator	2	29.59
SD1	Reprographic Offset Operator	3	31.15
SD1	Reprographic Offset Operator	4	32.78
SD1	Reprographic Offset Operator	5	34.52
SD1	Revenue Assistant	1	35.08
SD1	Revenue Assistant	2	36.93
SD1	Revenue Assistant	3	38.88
SD1	Revenue Assistant	4	40.94
SD1	Revenue Assistant	5	43.08
SC1	Sewer Maintenance Leader	1	40.87
SC1	Sewer Maintenance Leader	2	43.02
SC1	Sewer Maintenance Leader	3	45.30
SC1	Sewer Maintenance Leader	4	47.68
SC1	Sewer Maintenance Leader	5	50.19
SC1	Sewer Maintenance Worker	1	32.42
SC1	Sewer Maintenance Worker	2	34.13
SC1	Sewer Maintenance Worker	3	35.93
SC1	Sewer Maintenance Worker	4	37.81
SC1	Sewer Maintenance Worker	5	39.80
SC1	Sign Maintenance Worker	1	32.75
SC1	Sign Maintenance Worker	2	34.47
SC1	Sign Maintenance Worker	3	36.29

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Sign Maintenance Worker	4	38.18
SC1	Sign Maintenance Worker	5	40.21
SD1	Specialty Combination Insp Tech	1	60.80
SC1	Specialty Combination Insp, Senior	1	57.16
SC1	Specialty Combination Insp, Senior	2	60.17
SC1	Specialty Combination Insp, Senior	3	63.31
SC1	Specialty Combination Insp, Senior	4	66.66
SC1	Specialty Combination Insp, Senior	5	70.17
SC1	Specialty Combination Inspector	1	51.00
SC1	Specialty Combination Inspector	2	53.67
SC1	Specialty Combination Inspector	3	55.51
SC1	Specialty Combination Inspector	4	59.47
SC1	Specialty Combination Inspector	5	62.61
SI1	Sports Official, PT	1	26.79
SB1	Stagehand, PPT	1	30.34
SB1	Stagehand, PPT	2	31.96
SB1	Stagehand, PPT	3	33.64
SB1	Stagehand, PPT	4	35.40
SB1	Stagehand, PPT	5	37.28
SI1	Stagehand, PT	1	30.37
SI1	Stagehand, PT	2	31.97
SI1	Stagehand, PT	3	33.65
SI1	Stagehand, PT	4	35.41
SI1	Stagehand, PT	5	37.28
SB1	Stationary Engineer	1	42.02
SB1	Stationary Engineer	2	44.21
SB1	Stationary Engineer	3	46.56
SB1	Stationary Engineer	4	49.00
SB1	Stationary Engineer	5	51.59
SC1	Storekeeper	1	30.20
SC1	Storekeeper	2	31.78
SC1	Storekeeper	3	33.42
SC1	Storekeeper	4	35.19

REP	TITLE	STEP	3/1/2025 (2%)
SC1	Storekeeper	5	37.00
SC1	Street Maintenance Leader	1	37.88
SC1	Street Maintenance Leader	2	39.88
SC1	Street Maintenance Leader	3	41.99
SC1	Street Maintenance Leader	4	44.20
SC1	Street Maintenance Leader	5	46.53
SC1	Street Sweeper Operator	1	35.73
SC1	Street Sweeper Operator	2	37.59
SC1	Street Sweeper Operator	3	39.58
SC1	Street Sweeper Operator	4	41.66
SC1	Street Sweeper Operator	5	43.86
SC1	Subpoena Server	1	34.07
SC1	Subpoena Server	2	35.85
SC1	Subpoena Server	3	37.74
SC1	Subpoena Server	4	39.73
SC1	Subpoena Server	5	41.83
SC1	Surveying Technician (Field)	1	32.56
SC1	Surveying Technician (Field)	2	34.27
SC1	Surveying Technician (Field)	3	36.08
SC1	Surveying Technician (Field)	4	37.98
SC1	Surveying Technician (Field)	5	39.98
SC1	Surveying Technician, Sr (Field)	1	37.46
SC1	Surveying Technician, Sr (Field)	2	39.42
SC1	Surveying Technician, Sr (Field)	3	41.50
SC1	Surveying Technician, Sr (Field)	4	43.68
SC1	Surveying Technician, Sr (Field)	5	45.97
SD1	Tax Auditor I	1	39.77
SD1	Tax Auditor I	2	41.87
SD1	Tax Auditor I	3	44.08
SD1	Tax Auditor I	4	46.42
SD1	Tax Auditor I	5	48.85
SD1	Tax Auditor II	1	45.74
SD1	Tax Auditor II	2	48.14
SD1	Tax Auditor II	3	50.66
SD1	Tax Auditor II	4	53.34
SD1	Tax Auditor II	5	56.14
SD1	Tax Enforcement Officer II	1	45.74
SD1	Tax Enforcement Officer II	2	48.14
SD1	Tax Enforcement Officer II	3	50.66

REP	TITLE	STEP	3/1/2025 (2%)
SD1	Tax Enforcement Officer II	4	53.34
SD1	Tax Enforcement Officer II	5	56.14
SD1	Tax Representative I	1	28.54
SD1	Tax Representative I	2	30.05
SD1	Tax Representative I	3	31.63
SD1	Tax Representative I	4	33.29
SD1	Tax Representative I	5	35.04
SD1	Tax Representative II	1	45.74
SD1	Tax Representative II	2	48.14
SD1	Tax Representative II	3	50.66
SD1	Tax Representative II	4	53.34
SD1	Tax Representative II	5	56.14
SD1	Traffic Engineering Tech, Senior (O)	1	47.29
SD1	Traffic Engineering Tech, Senior (O)	2	49.74
SD1	Traffic Engineering Tech, Senior (O)	3	52.37
SD1	Traffic Engineering Tech, Senior (O)	4	55.13
SD1	Traffic Engineering Tech, Senior (O)	5	58.02
SB1	Traffic Painter	1	42.02
SB1	Traffic Painter	2	44.21
SB1	Traffic Painter	3	46.56
SB1	Traffic Painter	4	49.00
SB1	Traffic Painter	5	51.59
SC1	Traffic Sign Maker	1	35.08
SC1	Traffic Sign Maker	2	36.92
SC1	Traffic Sign Maker	3	38.87
SC1	Traffic Sign Maker	4	40.91
SC1	Traffic Sign Maker	5	43.06
SC1	Tree High Climber	1	40.35
SC1	Tree High Climber	2	42.46
SC1	Tree High Climber	3	44.68
SC1	Tree High Climber	4	47.04
SC1	Tree High Climber	5	49.51
SC1	Tree Trimmer	1	37.52
SC1	Tree Trimmer	2	39.51
SC1	Tree Trimmer	3	41.60
SC1	Tree Trimmer	4	43.76
SC1	Tree Trimmer	5	46.06
SC1	Truck Driver	1	33.71
SC1	Truck Driver	2	35.47



REP	TITLE	STEP	3/1/2025 (2%)
SC1	Truck Driver	3	37.35
SC1	Truck Driver	4	39.32
SC1	Truck Driver	5	41.38
SB1	US&R Wrhs & Logistics Spec	1	39.58
SB1	US&R Wrhs & Logistics Spec	2	41.66
SB1	US&R Wrhs & Logistics Spec	3	43.86
SB1	US&R Wrhs & Logistics Spec	4	46.17
SB1	US&R Wrhs & Logistics Spec	5	48.60
SB1	US&R Wrhs & Logistics Spec, PPT	1	39.58
SB1	US&R Wrhs & Logistics Spec, PPT	2	41.66
SB1	US&R Wrhs & Logistics Spec, PPT	3	43.86
SB1	US&R Wrhs & Logistics Spec, PPT	4	46.17
SB1	US&R Wrhs & Logistics Spec, PPT	5	48.60
SI1	US&R Wrhs & Logistics Spec, PT	1	39.59
SI1	US&R Wrhs & Logistics Spec, PT	2	41.66
SI1	US&R Wrhs & Logistics Spec, PT	3	43.86
SI1	US&R Wrhs & Logistics Spec, PT	4	46.18
SI1	US&R Wrhs & Logistics Spec, PT	5	48.60
SC1	Van Driver	1	20.73
SC1	Van Driver	2	21.81
SC1	Van Driver	3	22.94
SC1	Van Driver	4	24.14
SC1	Van Driver	5	25.42
SC1	Van Driver, PPT	1	20.73
SC1	Van Driver, PPT	2	21.81
SC1	Van Driver, PPT	3	22.94
SC1	Van Driver, PPT	4	24.14
SC1	Van Driver, PPT	5	25.42
SI1	Van Driver, PT	1	20.73
SI1	Van Driver, PT	2	21.81
SI1	Van Driver, PT	3	22.93
SI1	Van Driver, PT	4	24.14
SI1	Van Driver, PT	5	25.42
SD1	Veterinary Technician	1	25.79

<b>REP</b>	<b>TITLE</b>	<b>STEP</b>	<b>3/1/2025 (2%)</b>
SD1	Veterinary Technician	2	27.26
SD1	Veterinary Technician	3	28.71
SD1	Veterinary Technician	4	30.19
SD1	Veterinary Technician	5	31.64
SD1	Veterinary Technician, PPT	1	25.79
SD1	Veterinary Technician, PPT	2	27.26
SD1	Veterinary Technician, PPT	3	28.71
SD1	Veterinary Technician, PPT	4	30.19
SD1	Veterinary Technician, PPT	5	31.64
SD1	Veterinary Technician, PT	1	25.79
SD1	Veterinary Technician, PT	2	27.26
SD1	Veterinary Technician, PT	3	28.70
SD1	Veterinary Technician, PT	4	30.18
SD1	Veterinary Technician, PT	5	31.64
SI1	Water Safety Instructor, PT	1	25.23
SI1	Water Safety Instructor, PT	2	26.19
SI1	Water Safety Instructor, PT	3	27.30
SI1	Water Safety Instructor, PT	4	28.25
SI1	Water Safety Instructor, PT	5	29.28

## APPENDIX C

### PROFESSIONAL DEVELOPMENT

Accountant I	Library Assistant
Accountant II	Library Assistant, PPT
Administrative Assistant I	Library Assistant, Senior
Assistant Criminalist	Literacy Assistant
Automotive Equipment Mechanic	Literacy Assistant, PPT
Auto Equipment Service Worker	Literacy Assistant, Senior
Collections Officer	Museum Curatorial Specialist
Construction Inspector	Museum Curatorial Specialist, PPT
Construction Inspector, Senior	Museum Design & Construction Specialist
Early Childhood Center Director	Park Attendant
Early Childhood Instructor	Police Evidence Technician (Criminalistics Division, OPD)
Equipment Body Repair Worker	Preparator
Equipment Parts Technician	Preparator, PPT
Family Advocate	Public Service Representative
Family Services Specialist	Recreation Attendant
Fire Prevention Bureau Inspector	Recreation Center Director
Fire Suppression District Inspector	Recreation Leader II, PPT
Hazardous Materials Inspector I	Recreation Program Director
Hazardous Materials Inspector II	Recreation Specialist I, PPT
Head Start Instructor	Recreation Specialist II, PPT
Head Start Instructor, PPT	Refuge Naturalist
Head Start/Early Head Start Assistant Instructor	Revenue Assistant
Head Start/Early Head Start Associate Instructor	Sewer Maintenance Leader
Head Start/EHS Sub Assoc. Inst	Sewer Maintenance Worker
Head Start/EHS Sub Assoc. Inst, PPT	Specialty Combination Inspector
Heavy Equipment Mechanic	Specialty Combination Inspector, Senior
Heavy Equipment Operator	Tax Auditor I
Heavy Equipment Service Worker	Tax Auditor II
Help Desk Specialist	Tax Enforcement Officer II
Home Based Visitor	Tax Representative II
Librarian I	
Librarian I, PPT	
Librarian II	
Librarian II, PPT	
Librarian, Senior	



## APPENDIX D

### **ROTATING ASSIGNMENTS IN OPD COMMITTEE**

Within thirty (30) days of full adoption of this Agreement, the parties will establish a committee composed of an equal number of representatives of each party and shall meet and confer regarding the issues of Rotating Assignments affecting our members in the classification of Police Service Technician II and Police Record Specialist. The parties acknowledge that the City's opening proposal shall be the document dated January 1, 2014 entitled "Department General Order B-4.1, Personnel Assignments, Selection Process, and Transfers."

If the parties reach an agreement then the grievance of November 14, 2015 filed as a class action on behalf of Police Services Technicians (PST), Police Records Specialist (PRS), and Police Evidence Technicians (PET) shall be deemed withdrawn.

## APPENDIX E

### MILITARY LEAVE

**OAKLAND CITY COUNCIL**  
RESOLUTION No. 77044 C.M.S.

*W. Ramsey*

**RESOLUTION EXTENDING CERTAIN PAY AND BENEFITS  
TO CITY EMPLOYEE MEMBERS OF THE MILITARY  
RESERVE RECALLED TO ACTIVE DUTY IN RESPONSE TO  
THE EVENTS OF SEPTEMBER 11, 2001**

FILED  
OFFICE OF THE CITY CLERK  
02 MAR 14 PM 1:20

**WHEREAS**, the President of the United States has signed an order to recall persons in the military reserve to active duty in order to combat the terrorist threat to our nation; and

**WHEREAS**, some of those reservists are City employees; and

**WHEREAS**, the City of Oakland currently provides military leave continuance of certain pay and benefits for a maximum of 30 calendar days per fiscal year to employees who have been in City service for at least one (1) year and have been ordered to report to active duty; and

**WHEREAS**, the City Council believes it to be in the public interest to ensure that those employees recalled to active duty during this crisis are able to continue providing for their families while in the service of their country without undue hardship or loss; and

**WHEREAS**, several City employees have been recalled to active military duty and have or are near to exhausting the 30 calendar days of military leave pay and benefits currently provided for; now, therefore, be it

**RESOLVED:** That any full-time employee of the City of Oakland who has a least one year of service or one year of combined active military service and City service and is involuntarily ordered to active duty shall continue to receive military leave pay and benefits for a period of up to 90 additional calendar days; and be it

**FURTHER RESOLVED:** That the military leave pay provided for by this resolution shall be discounted by the amount of active duty military pay and allowances received by the employee such that the employee does not receive more than the employee's City base pay; and be it

**FURTHER RESOLVED:** That the City Council does hereby delegate to the City Manager the authority to consult and confer with the City's employee organizations as to the practical details of calculating the appropriate amount of military leave pay provided for by this resolution such that the employee does not receive more in combined military leave pay and active duty military pay than the employee's City base pay, and to resolve any disputes that arise with regard to same; and be it

**FURTHER RESOLVED:** That the military leave benefits (as distinguished from military leave pay) provided by this resolution shall be the same as those currently provided during the initial 30 days of military leave; and be it

**FURTHER RESOLVED:** That the City Manager may at his discretion extend the additional period of military leave pay and benefits provided by this resolution, but in no case beyond a total period of one year for any employee; and be it

**FURTHER RESOLVED:** That the City Council will consider further recommendations on this matter that are deemed appropriate by the City Manager after consultation with City staff and employee organizations; and be it

**FURTHER RESOLVED:** That this resolution is intended to address a specific, limited need, and is not intended to create a permanent increased military leave benefit or beneficial past practice.

IN COUNCIL, OAKLAND, CALIFORNIA, MAR 26 2002, 20\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

AYES- BRUNNER, ~~CHANG~~, MAYNE, NADEL, SPEES, REID, ~~WAIN~~ and PRESIDENT DE LA FUENTE - 6


NOES-

ABSENT-

ABSTENTION-

Excused - Chang, Wain - 2

ATTEST

  
CEDA FLOYD  
City Clerk and Clerk of the Council  
of the City of Oakland, California

## APPENDIX F

### **CHANGE IN BARGAINING UNIT ASSIGNMENT**

Change classification series of Fire Suppression District Inspector from SD1 to SC1.



## APPENDIX: G

### ENTRY LEVEL CLASSIFICATIONS PER SECTION 14.7D

<b>CLASSIFICATION TITLE</b>	<b>LEVEL **</b>	<b>RECRUITMENT TYPE</b>	<b>Section 14.7</b>
Account Clerk I	Entry	Restricted/Open	D
Accountant I	Entry	Restricted/Open	D
Administrative Assistant I	Entry	Restricted/Open	D
Animal Control Officer	Entry	Restricted/Open	D
Auto Equipment Service Worker	Entry	Restricted/Open	D
Cable TV Production Assistant	Entry	Restricted/Open	D
Cashier	Entry	Restricted/Open	D
Code Enforcement Inspector,	Entry	Restricted/Open	D
Collections Officer	Entry	Restricted/Open	D
Computer Operator	Entry	Restricted/Open	D
Construction & Maintenance	Entry	Restricted/Open	D
Construction Inspector	Entry	Restricted/Open	D
Contract Compliance Field Tech	Entry	Restricted/Open	D
Criminalist I	Entry	Restricted/Open	D
Data Entry Operator	Entry	Restricted/Open	D
Drafting Technician, Intermediate	Entry	Restricted/Open	D
Equipment Parts Technician	Entry	Restricted/Open	D
Equipment Technician	Entry	Restricted/Open	D
Facility Security Assistant	Entry	Restricted/Open	D
Family Advocate	Entry	Restricted/Open	D
Fire Equipment Technician	Entry	Restricted/Open	D
Fire Suppression District Inspector	Entry	Restricted/Open	D
Food Program Coordinator	Entry	Restricted/Open	D
Forensic Technician	Entry	Restricted/Open	D
Head Start Driver Courier	Entry	Restricted/Open	D
Heavy Equipment Service Worker	Entry	Restricted/Open	D
Help Desk Specialist	Entry	Restricted/Open	D
Hydrant Repair Worker	Entry	Restricted/Open	D
Litter/Nuisance Enforcement Officer	Entry	Restricted/Open	D
Mechanical Inspector	Entry	Restricted/Open	D
Office Assistant I/II	Entry	Restricted/Open	D
Parking Meter Collector	Entry	Restricted/Open	D
Parking Meter Repair Worker	Entry	Restricted/Open	D
Permit Technician I	Entry	Restricted/Open	D
Planning Investigator	Entry	Restricted/Open	D
Police Evidence Technician	Entry	Restricted/Open	D
Police Records Specialist	Entry	Restricted/Open	D
Pool Technician	Entry	Restricted/Open	D
Public Service Representative	Entry	Restricted/Open	D

<b>CLASSIFICATION TITLE</b>	<b>LEVEL **</b>	<b>RECRUITMENT TYPE</b>	<b>Section 14.7</b>
Public Works Maintenance Worker	Entry	Restricted/Open	D
Public Works Utility Worker	Entry	Restricted/Open	D
Rehabilitation Paint Technician	Entry	Restricted/Open	D
Reproduction Assistant	Entry	Restricted/Open	D
Reproduction Offset Operator	Entry	Restricted/Open	D
Revenue Assistant	Entry	Restricted/Open	D
Sewer Maintenance Worker	Entry	Restricted/Open	D
Sign Maintenance Worker	Entry	Restricted/Open	D
Specialty Combination Inspector	Entry	Restricted/Open	D
Specialty Combination Insp.	Entry	Restricted/Open	D
Storekeeper	Entry	Restricted/Open	D
Subpoena Server	Entry	Restricted/Open	D
Surveying Technician (Field)	Entry	Restricted/Open	D
Tax Auditor I	Entry	Restricted/Open	D
Tax Representative I	Entry	Restricted/Open	D
Traffic Sign Maker	Entry	Restricted/Open	D
Tree Trimmer	Entry	Restricted/Open	D
Tree Worker Driver	Entry	Restricted/Open	D
Veterinary Technician	Entry	Restricted/Open	D

\*\*Entry level classifications are those that are either introductory classifications in the City's classification plan in terms of minimum qualifications (MQs) and pay grade, or they are entry level to a classification series and the MQs require no more than two years' related experience.

## APPENDIX: H

### **HEAD START CLASSROOM ASSESSMENT SCORING SYSTEM (C.L.A.S.S.) (Applies to SB1, SC1, and SD1)**

All teachers will attend mandatory training on the Classroom Assessment Scoring System (henceforth "CLASS") tool used by the Office of Head Start and all classrooms will be assessed by the program using the tool. Teachers are expected to maintain CLASS scores that meet or exceed the national average of Head Start Classrooms. A teacher scoring below the national average will be notified and supported through training and coaching in an effort to encourage improvement with an improvement plan. The City will notify the Union of any improvement plans related to CLASS. The City will reassess using the same standards. If measurable improvement is not observed, the teacher may be subject to discipline, up to and including termination.

## 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 12<sup>th</sup> month following the ratification of this full agreement. Full ratification means the approval of the labor agreement by the Union and City Council.

### **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 fund 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 to 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

## APPENDIX J

### **CLASSIFICATION STUDY OF STREET MAINTENANCE WORKERS AND STREET MAINTENANCE LEADERS**

The City shall conduct a classification study of the Street Maintenance Workers and Street Maintenance Leaders assigned to the Drainage Division to determine whether, in light of the duties performed, they should be re-classified to the Sewer Maintenance Worker or Sewer Maintenance Leader positions, respectively. The study shall be completed not later than nine (9) months after the ratification of this Agreement.

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## APPENDIX K

### **EQUITY**

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.



## APPENDIX L

### **SAFE STREETS AND CLEAN NEIGHBORHOODS COMMITTEE SEATS**

The City shall offer the Union three (3) seats on the Safe Streets & Clean Neighborhoods Committee (illegal dumping).

## APPENDIX M

### **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 with SEIU no later than ninety (90) days following ratification of this Agreement. 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. 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
- 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.

## APPENDIX N

### Side Letter Agreement: Workers' Compensation Claims Administrator

During the terms of the contract, the City will issue a request for proposal for the administrator of its Workers' Compensation claims. After receiving proposals, prior to making a determination, and to the extent permitted by law, the City agrees to meet and discuss with the Union over the proposals.

APPROVED AS TO FORM AND LEGALITY

2025 SEP 17 PM 1:37

CITY CLERK

  
CITY ATTORNEY'S OFFICE

## OAKLAND CITY COUNCIL

RESOLUTION NO. 90855 C.M.S.

**RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE SERVICE EMPLOYEES INTERNATIONAL UNION ("SEIU"), LOCAL 1021 REPRESENTING EMPLOYEES IN REPRESENTATION UNITS SB1, SC1, SD1, AND SH1 COVERING THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2026**

**WHEREAS**, the one-year successor Memorandum of Understanding between the City of Oakland and SEIU, Local 1021 (the "MOU") has been presented to the City Council for determination pursuant to section 3505.1 of the government code of the State of California; and

**WHEREAS**, the key provisions of the MOU are described in the report to the City Administrator dated September 3, 2025; and

**WHEREAS**, the terms and conditions contained the MOU are in the best interests of the City; now, therefore, be it

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

**FURTHER RESOLVED:** That the provisions of the MOU are effective as of July 1, 2025.

IN COUNCIL, OAKLAND, CALIFORNIA, SEP 15 2025

PASSED BY THE FOLLOWING VOTE:

AYES - BROWN, FIFE, GALLO, HOUSTON, RAMACHANDRAN, UNGER, WANG, AND  
PRESIDENT JENKINS - 7

NOES - 0

ABSENT - 0

ABSTENTION - 0

1 Excused- Houston

ATTEST:


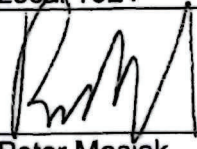
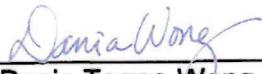





ASHA REED

City Clerk and Clerk of the Council of the  
City of Oakland, California

3437893v1/RGR

The Oakland City Council approved this Memorandum of Understanding between the City of Oakland and the Service Employees International Union, Local 1021 per Resolution 90855 on September 15, 2025.

CITY of OAKLAND, a municipal corporation	Service Employees International Union, Local 1021
 <u>Jestin Johnson (Jan 28, 2026 08:46:00 PST)</u>	 1/26/26
Jestin Johnson City Administrator	Peter Masiak Chief Negotiator
 1/26/26	 12/15/25
Dania Torres-Wong Chief Negotiator	Antoinette Blue Chief Negotiator
 <u>Mary Hao (Jan 27, 2026 12:56:15 PST)</u>	
Mary Hao Director, Human Resources Management	
 1/24/2026	
Nora Knapp Acting Employee Relations Manager	