

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF OAKLAND
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21**

EFFECTIVE JULY 1, 1999 – JUNE 30, 2002

OAKLAND CITY COUNCIL

RESOLUTION No. 75540 C.M.S.

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, REPRESENTING EMPLOYEES IN REPRESENTATION UNITS TA1, TF1, TW1 AND TM2, COVERING THE PERIOD OF JULY 1, 1999 TO JUNE 30, 2002

WHEREAS, the Memorandum of Understanding to be entered into between the City of Oakland and International Federation of Professional and Technical Engineers, Local 21 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 terms and conditions contained in said Memorandum of Understanding are in the best interests of the City, now, therefore; be it

RESOLVED: That said agreement be, and it is, hereby approved; and be it

FURTHER RESOLVED: That the provisions of said Memorandum of Understanding are effective July 1, 1999 through June 30, 2002.

IN COUNCIL, OAKLAND, CALIFORNIA, FEB 22 2000, 19

PASSED BY THE FOLLOWING VOTE:

AYES- BRUNNER, CHANG, MILEY, NADEL, REID, RUSSO, SPEES AND
PRESIDENT DE LA FUENTE - 8

NOES- None

ABSENT- None

ABSTENTION- None

ATTEST:

Ceda Floyd

CEDA FLOYD

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

**CITY OF OAKLAND
COUNCIL AGENDA REPORT**

TO: City Manager's Office
ATTN: Robert Bobb
FROM: Office of Personnel Resource Management
DATE: February 22, 2000

RE: RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF OAKLAND AND THE INTERNATIONAL
FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 21

SUMMARY

A resolution has been prepared for City Council consideration which approves the Memorandum of Understanding (MOU) between the City of Oakland and the International Federation of Professional and Technical Engineers Union, Local 21 for employees in representation units TW1, TA1, TF1, and TM2.

The MOU represents a culmination of negotiations that began in April, 1999 with representatives of IFPTE Local 21 representing some 500 civilian employees. Items of significance contained in the Agreement include: general wage increases of 3% retroactive to June 26, 1999, 4%, effective June 24, 2000 and 3%, effective June 23, 2001; equity adjustments for two (2) classifications that were below average in the City's comparable market or had significant job duty changes since the conclusion of the last MOU; and an increase in the retiree medical insurance reimbursement from \$95 per month to the equivalent amount of either single or two party coverage in the Kaiser North health plan, depending on individual coverage. The term of the MOU is three years, July 1, 1999 - June 30, 2002.

The cost of the three year agreement is approximately \$4.0m.

FISCAL IMPACTS

The costs by fiscal year are as follows:

#	FY 99-00:	\$1.40m, including \$973,188 for wages; \$183,640 for Retiree Medical; \$159,276 for equity adjustments; and \$98,224 for miscellaneous items such as meal allowance, callback, disability insurance, professional development and tuition, and licenses.
#	FY 00-01:	\$1.52m, including \$1.33m for wages; \$181,122 for Retiree Medical; \$6,373 for equity adjustments; and \$2,137 for miscellaneous items such as meal allowance, and disability insurance.

- # FY 01-02: \$1.14m, including \$1.04m for wages; \$99,280 for Retiree Medical; \$11,695 for equity adjustments; and \$1761 for miscellaneous items such as meal allowance and disability insurance.

Funding for the FY 99-00 and FY 00-01 increases has been included in the budget projections for the current two year budget (FY99-01). The difference in what was anticipated and finalized will be dealt with in the mid-cycle review. Funding for the third year (FY 01-02) falls in the next two-year budget cycle and will be considered by Council in budget deliberations during that cycle.

BACKGROUND

The City and IFPTE, Local 21 commenced negotiations in April, 1999, on a new MOU to replace three prior agreements involving Units TW1, TA1, and TF1 set to expire on June 30, 1999 and a new agreement for Unit TM1, Supervising Civil and Transportation Engineers. Negotiations were conducted from April until early December when tentative agreement was reached. The agreement was ratified by the four units covered by this agreement.

The primary issues raised at the bargaining table by Local 21 included: demand for a substantial wage increase, full retiree medical coverage, equity pay adjustments for certain classifications, licenses for engineers and related classes, and short term disability coverage for engineers in unit TF1. The City obtained a commitment in the MOU to support the Mayor's goals; reducing excessive vacation balances; and providing professional growth and training opportunities. In summary form, the above issues were resolved as follows:

- # **Wages:** parties agreed to wage increases of 3% in the first year, 4% in the second year and 3% in the final year of the three year agreement. The increases are in-line with the City's comparable markets for Local 21 represented employees and consistent with the cost of living index in the San Francisco Bay Area.
- # **Retiree Medical Coverage:** parties agreed to provide funding to retirees to offset the cost of medical coverage provided by the PERS system. Benefit continues to be limited to employees who retired after 1987 with ten or more years of City service.
- # **Equity Adjustments:** awards pay adjustments for two represented classifications where the comparable data supported that the classification was paid below market, had recruiting/retention problems, had significant job duty changes since the conclusion of the previous MOU or was internally out of line with similar classifications.
- # **Limitation on Unused Vacation Leave Balances:** Union agreed to limit

vacation accruals to two times annual accrual rate, effective January 1, 2002. Employees with vacation balances above the maximum will stop accruing until the balances are reduced below the maximum allowed.

- # **Professional Development/Training:** provides for an increase in reimbursement for unit employees participating in professional growth opportunities, as well as tuition reimbursement.


- # **Statement Supporting the Mayor's Goals:** commitment in the MOU that the Union will continue to encourage all unit members to support the goals of reducing crime, improving public schools, revitalizing the downtown area, and supporting cultural arts by volunteering during off duty hours for activities in support of these goals.

In addition to the above items, the MOU contains small enhancements to existing benefits in the area of meal allowances, disability insurance, and professional license fees.

RECOMMENDATION

It is recommended that the resolution be approved.

Respectfully submitted,


WALTER L. JOHNSON, SR.
Interim Director

Prepared by:
Tim Loney
Principal Human Resource Analyst

APPROVED AND FORWARDED
TO CITY COUNCIL


Office of the City Manager

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S. _____

DRAFT

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, REPRESENTING EMPLOYEES IN REPRESENTATION UNITS TA1, TF1, TW1 AND TM2, COVERING THE PERIOD OF JULY 1, 1999 TO JUNE 30, 2002

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RESOLVED: That said agreement be, and it is, hereby approved; and be it

FURTHER RESOLVED: That the provisions of said Memorandum of Understanding are effective July 1, 1999 through June 30, 2002.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 19____

PASSED BY THE FOLLOWING VOTE:

AYES- BRUNNER, CHANG, MILEY, NADEL, REID, RUSSO, SPEES AND
PRESIDENT DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____

CEDA FLOYD

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

PREAMBLE

We, the undersigned, duly appointed representatives of the City of Oakland and of Professional and Technical Engineers, Local 21, AFL-CIO, a recognized employee organization, hereinafter referred to as "City" and "Union", having met and negotiated in good faith, do hereby jointly prepare and execute on the ___ day of ___, 2000, the following written Memorandum of Understanding. It is understood that the provisions herein set forth apply to City of Oakland employees officially designated to be members of Representation Units TA1, TF1, TM 2 and TW1 represented by Union, to wit: Unit TA1 – Confidential Employees; Unit TF1 – Professional Employees; Unit TM2 – Supervising Engineers; and Unit TW1--Administrative, Professional and Technical employees.

The parties recognize their mutual commitment to the delivery of effective, courteous and responsive services to the citizens of Oakland.

IT IS THEREFORE AGREED as follows:

ARTICLE I - GENERAL PROVISIONS

A. Recognition. The City agrees to recognize the Union as the exclusive recognized bargaining representative, within the scope of representation as described in the Meyers-Milias-Brown Act, as amended, and the Employee Relations Rules adopted by the City Council pursuant thereto, for full-time and permanent part-time City employees in classifications assigned to Units TA1, TF1, TM 2 and TW1 as set forth in the preamble hereto, and for members of Units TA1 and TW1 who are staff in the Office of the Mayor or City Council as set forth in Appendix B. The terms of this Agreement shall be automatically applicable to any classification for which the Union has become recognized during the term of this Agreement.

B. Applicability. Certain provisions of this Memorandum of Understanding are specified in Appendix B as not applicable to unit employees assigned to the Office of the Mayor or City Council, and certain other special provisions are made applicable only to those employees, all as set forth in Appendix B to this Memorandum of Understanding. Certain provisions of this Memorandum of Understanding are specified in the Unit TM2 Addendum as not applicable to employees in Unit TM2.

C. 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 in order to provide explanatory information. It is agreed that the inclusion of this Section herein shall in no way affect the rights of the parties, established by the Meyers-Milias-Brown Act and amendments

thereto, which Act sets forth the basis, substantive and procedural, under which the Rules were adopted by the City Council.

1. **Discrimination Prohibited.** City and Union agree that they shall not discriminate in any way on account of race, creed, religion, gender, sexual orientation, national origin, political affiliation, disability, or age as provided by law. City agrees that no employee shall be discriminated against because of Union membership.

2. **Deductions.** City shall deduct, biweekly, the amount of Union regular and periodic dues, service fees and insurance premiums as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. In the case of Unit TF1, the deduction shall be monthly.

Said deduction, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office.

Dues shall be deducted only for members of the Union who are unit employees

3. **Union Access to Work Locations.** Union officers and representatives shall be granted reasonable access to employee work locations, upon the consent of the department head or the designated representative, for the purpose of contacting members concerning business within the scope of representation. Access shall be granted only if it does not interfere with work operations or with established safety and security requirements.

4. **Union Representatives.** The Union may select a reasonable number of stewards from within each geographic work location, subject to the approval of the City, and shall provide the City with an accurate list of same on or about each January 1 and July 1.

A steward may represent a unit employee at the appropriate step of the grievance procedure concerning a dispute of the rights of the employee under the terms of this Memorandum. A steward shall have the right, upon the request of the employee involved, to represent such employee in a review of the employee's performance evaluation. Such right of representation does not include the initial discussion between the employee and the supervisor who prepared the evaluation, but it is clearly understood that each employee has the right thereafter to request a performance evaluation review with Union representation. A steward shall also have the right, upon the request of employee involved, to represent such employee at a disciplinary "Skelly" meeting.

A steward or a Union officer shall be offered reasonable time off for the purpose hereinabove specified with the approval of the department head or designated representative. It is recognized that performance of the steward's or officer's job duties comes first.

D. **Union Security.**

1. **Maintenance of Membership** It is understood that employees in Units TA1 and TW1 employees may not revoke their authorization for regular monthly Union dues deductions during the term of this Memorandum of Understanding; provided, however, that during the thirty (30) day period preceding the specified expiration date of this Agreement, employees may revoke their payroll deduction authorization and withdraw from membership in the Union.

2. **Agency Shop.**

a. **Application.** Except as provided otherwise herein, the provisions of this Section shall apply to all non-managerial, non-supervisory and non-confidential unit employees represented by the Union when on paid status. The Employee Relations Officer shall give the Union no less than ten (10) working days' prior notice when proposed additions are to be made to management, supervisory, or confidential designations of unit positions.

b. **Implementation.** An agency shop shall be implemented when:

- (1) **Election.** The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service, and fifty percent (50%) plus one (1) of unit employees favor agency shop, or
- (2) **2/3 Membership.** The Union makes a showing that two-thirds (2/3) of the employees within the unit are dues paying members of the Union.

c. **Service Fee.** Employees in the units for which agency shop has been implemented shall, as a condition of continued employment, become and remain a member of the Union, or in lieu thereof, shall pay a service fee to the Union except as set forth below. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

d. **Financial Reporting.** Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

e. **Religious Exemption.** Any unit employee described in subsection a. hereof, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization, shall upon presentation of membership be relieved of any obligation to pay the required service fee and thereby pay sums equal to service fees to (1) Friends of the Oakland Public Library; (2) Friends of the Asian Branch Library; (3) Friends of Oakland Parks and Recreation; (4) the Oakland Museum Foundation; or, (5) Friends of Oakland Seniors. The Union shall be informed in writing of any such requests.

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

E. Joint Labor-Management Committee

The City and the Union agree to establish a joint labor management committee composed of equal numbers of representatives. The committee may also include representatives from other Oakland city employee labor organizations. The committee, once established, shall agree upon the terms of its governance.

The committee may establish departmental or issue-specific 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 supercede 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 career development, training for new technologies, flextime, telecommuting, and physical plant issues, among others.

ARTICLE II - DIRECT PAY FOR SERVICES

A. Wages.

1. Wages for unit employees covered by this Memorandum shall be increased by three percent (3.0%), effective June 26, 1999; four percent (4.0%), effective June 24, 2000; and three percent (3.0%), effective June 23, 2001.
2. Special Adjustments
 - a. A salary adjustment of one-percent (4.0%), effective June 26, 1999, shall be made for the classifications of Civil engineer, Transportation engineer, Assistant transportation engineer, Assistant Engineer I and II, Architect, Architect Associate, and Architect Assistant.

b. Effective June 26, 1999, the classification of Paralegal is hereby moved to Pay Grade 8. Individuals occupying the classification of Paralegal will be placed in the step of Pay Grade 8 that is closest to their current rate of pay but no less than their current rate of pay within the range of the new class. Employees in the Paralegal class will move through the steps as appropriate on their anniversary date until they reach the top step.

B. Salary Deductions.

1. **Adjustments for Overpayments.** In the event an employee is erroneously overpaid by the City, regardless of fault, the City shall recoup overpayment by deducting from that employee's regular pay check either the full amount of the overpayment or ten percent (10%) of the employee's gross salary, whichever is lesser, and continue said deductions for as many consecutive pay periods as is necessary until full overpayment is recouped. The City shall not commence recoupment by payroll deductions until written notification, which includes all the details of the overpayment, the amount of overpayment and the schedule of recoupment, has been given to the employee at least ten (10) working days in advance.

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

C. Salary Steps.

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

2. **Minimum Salary Increase When Promoted.** Whenever an employee is promoted to a position of higher salary schedule within the same classification series, the employee shall receive compensation at the salary schedule for the new position that represents a minimum of one rate increment over the amount the employee received in the former position.

3. **Salary Steps.** Advancement within the salary schedule specified for an employee's classification shall be on the basis of one year's satisfactory service, as evidenced by a performance evaluation, in such classification without having received during said year 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 anniversary date of appointment in such classification falls.

D. Premium Pay.

1. **Overtime.** Whenever in the judgement of an authorized City official, employees are required to work in excess of their regular work day or work week, they shall be compensated for such overtime worked at the rate of one and one-half times the regular hourly rate of pay for their classifications, or, in accordance with departmental policy, receive compensatory leave at the time and one-half rate, subject to the limits as stated in paragraph 2., below.

There will be the following exceptions to the overtime provisions stated above:

- a. **Alternate Work Scheduling.** The daily overtime provisions may be suspended to accommodate alternate or staggered work schedules as described in Article IV , Section B.2.
- b. **Adjusted Work Schedule-CEDA. Adjusted Work Schedule-CEDA.** The overtime provisions may be suspended for unit employees in CEDA in the classifications listed below whose work schedules are regularly adjusted to accommodate evening and/or weekend meetings. Adjustments to an employee's schedule shall be made with as much notice as is practical to the employee in situations that are known in advance. Employees who are required to work outside their regularly scheduled work hours shall be allowed to adjust their schedule. If it is not possible to make the adjustment within one week's time, the employee will be paid at the appropriate overtime rate.

Article II.D.1.b. shall apply to employees in the following classifications: Community Development District Coordinator, Urban Economic Analyst, Housing Development Coordinator, Mortgage Advisor and Rehabilitation Advisor. Employees in the Urban Economic Analyst, Housing Development Coordinator, Mortgage Advisor and Rehabilitation Advisor classifications may be required to adjust their schedules no more than one time per month except on occasions where there is mutual agreement between the employee and supervisor.

The City agrees to meet and confer with the Union prior to adding additional classifications to this provision during the term of the labor agreement.

- c. **OIT Employees.** Employees in the following job classes are subject to the scheduling conditions, detailed in subparagraphs 1. Through 5., below:

Systems Analyst I, II, or III
Systems Analyst, PPT I, II, III
Microcomputer Specialist I, II, or III
Systems Programmer I, II, or III

- (1) It is understood that the schedules of these classes are subject to adjustments to meet work/project priorities.
- (2) If, after having completed the normal daily work shift and having left the work site, an employee is called to return to the work site in order to respond to an unanticipated computer hardware or software issue, then that employee will be allowed to either adjust his/her schedule for the time worked, or receive pay as prescribed by the overtime provisions of this Agreement. The decision to either adjust schedules or receive pay shall be subject to consultation between the employee and his/her supervisor, subject to approval of the supervisor.
- (3) Employees called back to the work site in accordance with paragraph (2) above shall be entitled to minimum call-back pay equal to two and one-half (2 1/2) hours.
- (4) Adjustments to an employee's schedule shall be made with as much notice as is practical to the employee in situations that are known in advance, such as upgrades, installations, repairs, design/development projects, and the like. In such instances, the supervisor and the employee shall meet to attempt to adjust said employee's schedule to accommodate the City's needs.
- (5) Employees required to continue working to resolve a computer hardware or software problem that occurred during regularly scheduled work hours shall be allowed to adjust their schedules. If it is not possible to make the adjustment within one calendar week's time, the employee will be paid at the appropriate overtime rate.

2. **Compensatory Leave.** Employees may not accrue in excess of fifty-six (56) hours of compensatory leave, for those employees working a thirty-seven and one-half (37 1/2) hour work week; or sixty (60) hours of such leave, for employees working a forty (40) hour work week. The above limits may be exceeded with mutual agreement between the employee and the department. The City reserves the option to "buyback" any compensatory leave accrued by unit employees in excess of the above stated amounts, with thirty (30) days' advance notice.

3. **Acting Pay.** Any employee who has been assigned by the department head or the department head's designated representative to assume and perform all of the ordinary day-to-day duties and responsibilities of a temporarily vacant or permanently vacant budgeted position of higher classification for one (1) or more working days shall be paid an additional six percent (6%) of the regular pay of the employee's own classification for such time worked in a higher classification. Such assignment shall be in writing.

It is expressly understood that an 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, an 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 day of acting assignment and continuing until said acting assignment is terminated.

No employee shall be in an acting assignment for more than six (6) months in a fifteen (15) month period, unless no other qualified employee is available or willing to take the assignment. For the purposes of this provision the six (6) months need not be consecutive.

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

4. **Special Premium Pay.** City agrees to pay the following premium pay:

a. **Bilingual Pay.** Subject to approval of the appointing authority and the Director of Personnel Resource Management, payments of an additional twenty-nine (29) cents per hour may be made to a bilingual employee. Bilingual skill payments may be made subject to the following criteria:

(1) Public contact requires continual eliciting and explaining information in a language other than English; or

(2) Where translation of written material in another language is a continuous assignment; or

(3) The position is in a work location where there is a demonstrated need for language translation in providing services to the public.

Premium pay may be removed when the criteria ceases to be met as determined by the appointing authority.

b. **Notary Public Pay.** Upon written designation by the appointing authority, the City may approve payments of an additional twenty-nine (29) cents per hour to a qualified employee for the performance of notary public duties for City business purposes. Said employee 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 said employee will no longer be required to perform notary public duties. Employees paid to perform notary public duties for the City shall not perform private notary public duties during City Work hours.

5. **Premium Pay During Paid Leave.** 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 an employee who is then regularly assigned to a position in which the employee is eligible for such premium pay.

6. **No Pyramiding.** There shall be no "pyramiding" of premium and/or overtime pay, unless otherwise provided herein, except that this provision shall not apply to employees receiving overtime in accordance with the provisions of the Fair Labor Standards Act.

E. Standby Pay

OIT and Fire Agency Emergency Services employees shall be paid an amount equivalent to one and seventy-five hundredths (1.75) hours straight time pay for standing by for each eight-hour period so assigned.

Employees who are assigned standby (on-call) duty shall both (a) keep their supervisors informed at all time of a telephone or pager number at which they can be reached and (b) be available to report within a reasonable period in the event of callout. An employee who is assigned on-call duty and who fails to comply with the availability conditions specified above shall not receive standby pay for that period.

ARTICLE III - INDIRECT PAY AND ALLOWANCES

A. **Retirement Contributions.** City shall contribute, on behalf of an employee who is a member of the Public Employees' Retirement System (PERS), the designated percent of the regular salary for retirement purposes of such employee, as determined in accordance with applicable State law. City shall contribute, on behalf of an employee who is a member of the Oakland Municipal Employees' Retirement System, the designated percent of the regular salary for retirement purposes of such employee, as determined in accordance with applicable Charter provisions.

The City agrees to pick up the employee's normal contribution to the Public Employees' Retirement System or the Oakland Municipal Employees' Retirement System according to the individual designation of each represented employee.

Effective June 27, 1998, the City agrees that the seven percent (7.0%) employer paid member contribution made pursuant to this Section shall be reported to PERS as "special compensation" as provided under Government Code Section 20023(c)(4) pursuant to Section 20615.

Each employee is solely and personally responsible for any federal, state, or local tax liability of the employee that may arise out of receipt of said pick up by the City or any penalty that may arise out of receipt of said pick up by the City or any penalty that may be imposed therefor.

Under the Public Employees' Retirement System, the City currently provides the following optional benefits:

1. **2% at 55.** The City's contract with PERS provides the 2% at 55 plan.
2. **One Year Final Compensation.** The retirement allowance of a member is based on the twelve (12) highest paid consecutive months under the plan.
3. **Military Service Credited as Public Service.** Up to four (4) years of military service can be granted for time during which a member served continuously with the active armed forces or the Merchant Marines, including any period of rehabilitation plus six (6) months thereafter. The 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 member.
4. **Automatic One-Half Continuance.** The beneficiary receives one-half the amount of the retiree's allowance after the death of the retired member with no reduction in retirement allowance during the life of the retired member.
5. **Post-Retirement Survivor Allowance to Continue After Remarriage.** Provides that if a surviving spouse remarries on or after January 1, 1985, the one-half survivor continuance allowance will not cease.

B. Medical Insurance

1. **Medical Insurance Under PEMHCA.** 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 employees and retired employees to participate in this program shall be in accordance with state law and regulations promulgated by PERS.
2. **City Contribution to PERS.** The city shall pay directly to PERS Twenty Dollars (\$20.00) per month as a contribution towards the PEMHCA plan medical insurance premium for each active employee and retiree who elects to enroll in a PEMHCA medical plan.
3. **Change in PERS Regulations.** In the event PERS requires additional employer payment in excess of Twenty Dollars (\$20.00) per month referenced above, the City shall not be bound by any obligation under these sections B2, C10 and D, but rather the parties shall meet and confer regarding restructuring the provisions of Section B, C and D provided that, for a reasonable time period to allow for meeting and conferring, the City shall continue the benefits under these Sections B, C and D.

C. Other Benefits for Active Employees

1. **Dental Insurance.** 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 and a preferred provider option.

2. **Vision Care.** City agrees to maintain current employee and dependent coverage in the established City vision care plan.

3. **Blood Bank.** City agrees to enroll employees in the City of Oakland Blood Bank Program as described below.

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

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

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

4. **Life Insurance.** City agrees to provide a term life insurance policy for each full-time represented employee in the amount of one times the employee's annual salary, rounded up to the nearest one-thousand dollars (\$1,000), including an accidental death and dismemberment benefit of equivalent amount.

5. **Disability Insurance.** City agrees to pay the premium cost of employee participation in the established disability insurance program. As soon as feasible after the adoption of this agreement, the city agrees to modify the STD/LTD plans to permit a sick leave balance of up to twenty (20) days.

6. **Chemical Dependency Treatment Program.** City agrees to provide a chemical dependency treatment program for represented employees and their eligible dependents up to a maximum of thirty thousand dollars (\$30,000) in total lifetime program benefits.

7. **Continuation of Coverage While on Paid Leave.** City agrees to continue City contribution to premium payments for employees while on authorized paid leave of absence.

8. **Deferred Compensation Plan.** Unit employees may participate in the established City deferred compensation plan. The Union shall have one member on the City's Deferred Compensation Committee

9. **Dependent Care Assistance Program.** The City shall maintain a Dependent Care Assistance Program (DCAP) for employees covered by this Agreement. If the City, in its sole discretion, determines that administration of the program will require the services of an outside entity or contractor which charges participating employees a fee for implementing DCAP deductions and/or payments, those employees shall in that event be responsible for paying that fee.

D. **Active Employee Flexible Spending Account.** The City shall institute a flexible spending account comporting with Internal Revenue Code Section 125 for each active employee. Active employees may elect to receive one of the following benefits:

- a) **Cash as follows:** Effective January 1, 2000, Ninety-two Dollars (\$92.00) per month; effective January 1, 2001, One Hundred and One Dollars (\$101.00) per month; effective January 1, 2002, One Hundred and Twelve Dollars (\$112.00) per month; or
- b) **City contribution into DECAP (see 9 above) for actives' DECAP eligible expenses follows:** effective January 1, 2000, Ninety-two Dollars (\$92.00) per month or Eleven Hundred and Four Dollars (\$1104.) per year; effective January 1, 2001, One Hundred and One Dollars (\$101.00) per month or Twelve Hundred and Twelve Dollars (\$1212.) per year; effective January 1, 2002, One Hundred and Twelve Dollars (\$112.00) per month or Thirteen Hundred and Forty-four Dollars (\$1344.00) per year; or
- c) **Full Medical Insurance Comparable to Rate Charged under PEMHCA Kaiser North Plan.** For active employees enrolled in a PEMHCA medical insurance plan, the City shall pay to PERS an amount of money on behalf of the employee which, when combined with the amount stated in Section B2; above, shall be the equivalent to one hundred percent (100%) of the premium cost of the Kaiser North health Plan. If an employee chooses to participate in a PEMHCA plan which is more expensive than the Kaiser North Plan, the employee shall pay the additional cost.
- d) **Tax Liability for Flexible Spending Benefit.** Notwithstanding the City's intent to comport with I.R.C. Section 125, each employee shall be solely and personally responsible for a federal, state, or local tax that may arise out of the implementation of this subsection.

E. **Retiree Benefit**

Any employee who retires from the City on or after January 1, 1987, who has ten years or more of service with the City in either a permanent full-time or permanent part-time position, and who

enrolls in a PERS PEMHCA health plan shall receive for such time as he or she maintains his or her enrollment in a PEMHCA plan the following benefit, effective January 1, 2000 the lessor of a monthly payment of three hundred forty-eight and twelve cents (\$348.12) or one hundred percent (100%) of the employee's PEMHCA plan premium computed by combining the provisions of Section B2 above with this benefit; effective January 1, 2001, this amount will increase to the lessor of three hundred eighty-four dollars and ninety-three cents (\$384.93) or one hundred percent (100%) of the employee's PEMHCA plan premium computed by combining the provisions of Section B2 above with this benefit; effective January 1, 2002, this amount will increase to the lessor of four hundred twenty-five dollars and forty-two cents (\$425.42) or one hundred percent (100%) of the employee's PEMHCA plan premium computed by combining the provisions of Section B2 above with this benefit. These payments shall be made on a quarterly basis. If direct deposit becomes available for this benefit, the City shall provide the option. The obligations set forth in this subsection shall be subject to the following conditions:

- a) 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.
- b) Each person receiving the benefit shall be obligated to notify the City within 30 days of the retiree's and/or eligible family member's eligibility for Medicare.
- c) 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.

F. Leaves of Absence.

1. Vacation Leave.

a. **Entitlement.** An employee shall accrue vacation leave, from the date of the employee's regular appointment by the City, on a biweekly basis at the rates enumerated below. For the purpose of determining the amount of vacation entitlement, an employment year is defined as the period of one 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 employee's anniversary date.

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

(2) Fifteen (15) days per year beginning the fifth (5th) employment year up to and including the twelfth (12th) full employment; provided, however, that during the fifth(5th) and tenth (10th) full employment years an employee, on his/her anniversary date, shall receive one (1) additional day of vacation for those years only.

(3) Eighteen (18) days per year beginning the thirteenth (13th) employment year up to and including the fifteenth (15th) full employment year; provided, however, that during the fifteenth (15th) full employment year an employee, on his/her anniversary date, shall receive one (1) additional day of vacation for that year only.

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

(5) Twenty (20) days per year beginning the twentieth (20th) full employment year up to and including the twenty-fifth (25th) full employment year; provided, however, that during the twentieth (20th) and twenty-fifth (25th) full employment years an employee, on his/her anniversary date, shall receive one (1) additional day of vacation for those years only.

(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.

(7) Thirty (30) days per year beginning the thirtieth (30th) full employment year; provided, however, that during the thirtieth (30th) full employment year and at subsequent five (5) year intervals an employee, on his/her anniversary date, shall receive one (1) additional day of vacation for those years only.

b. **Right to Take Accrued Leave.** An employee may take accrued vacation, with the prior scheduling approval of the department head.

c. **Limitation on Unused Vacation Leave Balances.** Effective January 1, 2002, employees may accrue vacation leave balances up to a maximum of two (2) times the employees annual vacation accrual rate as of the pay period containing January 1 of each year. Should the employee's vacation leave balance exceed the allowable amount, the employee will cease to accrue vacation leave until such time as the vacation balance is reduced below the maximum allowable balance.

d. **Minimum Usage.** Normally, an employee 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 employees may also take a fraction of a day, but in no event less than one (1) hour.

e. **Interruption of Leave.** In the event that a holiday occurs during a period of authorized vacation leave, the work day which is the holiday shall be charged as a holiday and not as a day of vacation. In the event that an employee is seriously ill during scheduled vacation, the full work days 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 the department head. It

is expressly understood that the use of sick leave during vacation is reserved for serious illnesses, such as those which confine an employee 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.

f. **Paychecks During Vacation.** If a pay period falls within an employee's scheduled vacation period, that employee 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) which would normally be received during said period. This provision shall apply only to employees whose scheduled vacation leave is five (5) consecutive working days or longer. It is understood that this option shall not be available to those employees who choose to participate in the City's Direct Payroll Deposit Program.

g. **Vacation Sell-Back.** Unit employees may sell-back to the City up to ten (10) days of accrued vacation once annually, during the month of January, subject to the following conditions:

- (1) The employee has at least ten (10) days of accrued vacation leave at the end of the calendar year, and,
- (2) has at least five (5) vacation days in his/her vacation balance after sellback has occurred, and
- (3) has taken a minimum of ten (10) vacation days in the preceding calendar year.
- (4) In the event that an employee has been prevented by the City from taking vacation in any calendar year, the employee may sell-back a full ten (10) days of accrued vacation.

2. **Sick Leave.**

a. **Entitlement.** Sick leave shall be accrued by an employee 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. Sick leave with pay which 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.

b. **Family Illness.** Each employee 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 employee's accumulated sick leave credits and is subject to acceptable medical verification.

For the purposes of this provision, immediate family shall be defined as mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren in the custody of grandparents who are unit employees, and domestic partners of Unit employees who have filed a Declaration of Domestic Partnership, in accordance with established City policy.

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

An employee 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, who resides in the household of the employee and where other arrangements for the care of the family member are not feasible.

c. **Minimum Usage.** Sick leave may be used in minimum increments of one (1) hour.

d. **Sick Leave Buy-Back.** City agrees to compensate, in cash, employees leaving City service after ten (10) 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.

3. Family Death Leave

a. **Definition of Immediate Family.** For the purposes of this provision, immediate family shall be defined as mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, 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.

b. **Special Circumstances.** In special circumstances involving a child who is being raised by the employee in lieu of a natural parent, the department head or designated representative may consider granting leave under this provision to the affected employee.

c. **Entitlement.** Upon approval of the department head or designated representative, an employee may be granted family death leave with pay not to exceed five (5) working days. Such leave shall not be charged against vacation or sick leave to which an employee may be entitled, but shall be in addition thereto.

In order to be eligible for family death leave, an employee must have worked full-time for the City for a period of six (6) consecutive months. An employee may be requested 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 employee must receive written approval from the department head or designated representative prior to departure on such leave.

4. **On-the-Job Injury Leave.** In the event an employee is injured in the performance of duties, the employee will be entitled to receive full pay, for the period beginning the first day of absence due to initial injury, up to a number of consecutive working days equal to three (3) times accumulated sick leave at the time of the injury, without any charge against accumulated sick leave.

If the leave is subsequently determined to be non-industrial, the employee will be obligated to return the money advanced, under this provision, either through debiting the employee's leave balance or cash.

a. **New Employee.** An employee who has less than three (3) years of regular service with the City and is injured in the performance of duties shall be entitled to receive full pay for the period beginning the first day of absence due to initial injury, up to sixty (60) consecutive working days, or a number of consecutive days equal to three (3) times accumulated sick leave, at the time of the injury, whichever is greater, without any charge against accumulated sick leave.

b. **Workers' Compensation.** Payment under this provision shall not be cumulative with any benefit which said employee may receive under the Labor Code of the State of California awarded as the result of the same injury. If, after the period of entitlement, the employee is still disabled, the employee 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 said award and the normal weekly base pay for each week of continuing disability.

5. **Military Leave.** An employee who is required to engage in active military training may receive up to thirty (30) calendar days of paid military leave, at the normal base rate of pay for the assigned classification, during each fiscal year; provided, however, that each such employee has completed at least one (1) full year of City service or one (1) full year of combined active military service and City service at the time the leave is granted.

In the event that the State of California Military and Veterans' Code is amended during the term of this Agreement to so permit, the preceding paragraph shall be deleted and the following paragraph shall be placed in effect:

An employee granted military leave that does not exceed thirty (30) calendar days shall return to the City the amount of military salary paid to such employee during the period of such leave. City pay to the employee will continue during such leave. Allowances received for military leave (such as travel or meals) shall be retained by the employee.

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

Fees received by the employee for jury duty shall be retained by the employee.

7. **Maternity Leave.**

- a. An employee who is physically unable to perform the normal job duties of her classification due to pregnancy and/or delivery may use accrued sick leave during the period of time she is physically incapacitated from working, as specified in writing by her treating physician.
- b. An employee may be granted a leave of absence without pay for pregnancy, maternity, and/or adoption in accordance with the provisions of the Personnel Manual and the mandates of Federal and State law as set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act.

8. **Leave of Absence Without Pay.** A permanent full-time or permanent part-time employee may be granted a leave of absence without pay of up to one (1) year, upon approval by the City.

G. **Holidays.**

1. The following days of each year are designated holidays:
 - a. January 1st.
 - b. The third Monday in January, known as "Martin Luther King Day".
 - c. February 12th, known as "Lincoln Day".
 - d. The third Monday in February, known as "Presidents' Day".
 - e. The last Monday in May known as "Memorial Day".
 - f. July 4th.
 - g. The first Monday in September, known as "Labor Day".
 - h. September 9th, known as "Admission Day".
 - i. November 11th, known as "Veterans' Day".
 - j. The Thursday in November appointed as "Thanksgiving Day".
 - k. The Friday after "Thanksgiving Day".
 - l. December 25th.
 - m. 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.

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

2. **Christmas or New Year's Eve.**

a. Employees assigned to work schedules which require them to work on both December 24th and December 31st shall be entitled to one of the following:

- (1) one-half of the workshift as paid time off on both the above days; or,
- (2) one full workshift as paid time off on either of the above days.

b. Employees whose regular work week is Monday through Friday, when December 24th and December 31st occur on Saturdays or Sundays, shall be entitled to one of the following:

- (1) one-half of the workshift as paid time off on both the Friday preceding Christmas Eve and the Friday preceding New Year's Eve; or,
- (2) one full workshift 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.

3. **Holidays on Regular Day Off.** In the event that a designated holiday falls upon a normal day off which is either a Saturday, as to an employee who works a Monday through Friday workweek, or the first day off of a normal scheduled two (2) days off, as to an employee whose workweek is one other than Monday through Friday, then in either such event such employee, as the case may be, shall thereafter receive one (1) additional day of vacation.

In the event that a designated holiday falls upon a normal day off which is either a Sunday as to an employee who works a Monday through Friday workweek, or the second day off of normally scheduled two (2) days off, as to an employee whose workweek is one other than Monday through Friday, then in either such event such employee, as the case may be, shall receive the next following day off.

H. **Allowances.**

1. **Meal Allowance.**

a. Each employee 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 ten dollars and twenty-five cents (\$10.25). In the event such an employee continues to work beyond such first two (2) hours, and such work is not a part of the regular shift, the employee shall be paid an additional meal allowance of ten dollars and twenty-five cents (\$10.25) for each successive four (4) hour period so worked.

b. Each employee who is directed to return to work overtime within fewer than twenty-four (24) hours after completion of the 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 ten dollars and twenty-five cents (\$10.25). Such an employee shall be paid an additional meal allowance of ten dollars and twenty-five cents (\$10.25) for each successive four (4) hour period continuously so worked.

c. Each employee 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 (1) meal allowance of ten dollars and twenty-five cents (\$10.25). In the event such employee continues to work on a scheduled day off for a total of more hours than the normal shift working day, the employee shall be paid such additional meal allowance(s) as may be appropriate under the formula described in the provisions of subparagraph a. above.

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

e. Effective July 1, 2000, the above allowance shall be increased to ten dollars and fifty cents (\$10.50). Effective June 30, 2001, the above allowance shall be increased to ten dollars and seventy-five cents (\$10.75).

2. **Automobile Allowance.** City agrees to provide transportation to employees when required for official City business. The City, in its sole discretion, may approve the use of private vehicles by full-time employees for City business, subject to City regulations for safety, insurance, etc., as follows:

a. If the nature of the work assigned to an employee, as determined by the City, requires the use of an automobile on a regular basis for more than one-half of the employee's work schedule, the employee may utilize a private vehicle and be reimbursed at the rate of \$95.00 per month plus 27 cents per mile.

d. If the nature of the work assigned to an employee, as determined by the City, requires the use of an automobile on an intermittent basis or on a regular basis of less than one-half of the employee's work schedule, the employee may utilize a private vehicle and be reimbursed at the rate of 39 cents per mile.

I. **Permanent Part-Time Benefits.** A permanent part-time employee, who works fifty percent (50%) or more of the normal workweek for the full-time equivalent to the employee's own class shall be entitled to the following benefits:

1. **Paid Leave.** A permanent part-time employee 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.

2. **Holidays.** Should a designated holiday, as delineated in Section D, Paragraph 1. of this Article, fall on a scheduled day of work for a permanent part-time employee, such employee will be entitled to paid time off for the number of hours such employee was scheduled to work on the designated holiday.

3. **Insurance Programs.** City agrees to provide a term life insurance policy for such permanent part-time employee in the amount of one-half the full-time equivalent annual salary rounded up to the nearest one-thousand dollars (\$1,000), including an accidental death and dismemberment benefit of an equivalent amount, and to contribute toward the cost of health and dental insurance coverage under the established City plans for such permanent part-time employees at the rate of sixty-five percent (65%) of the City contribution rates provided for in Section B, Paragraphs 1, 2, 3; Section C, Paragraph 1 and Paragraph D of this Article. A permanent part-time employee shall also be covered by the City's disability income protection plan based on the full-time employee benefit provided for in Section C, Paragraph 5 of this Article, pro-rated to the average number of hours worked per month over the previous twelve months.

ARTICLE IV - WORKING CONDITIONS

A. **Hours of Work.** For employees in Units TA1 and TW1, the regular daily work schedule shall be seven and one-half hours; the regular weekly work schedule shall be thirty-seven and one-half hours, except for employees in the classification of Fire Protection Engineer whose regular daily work schedule shall be eight (8) hours and whose regular weekly work schedule shall be forty (40) hours. The purpose of this Section is to fix the standard number of hours normally worked by a full-time employee.

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

2. **Lunch Period.** An uninterrupted unpaid lunch period of no longer than one (1) hour shall be scheduled by the supervisor for full-time employees at or about the midpoint of each work shift.

B. Shifts and Schedules.

1. City shall exercise good faith in establishing work schedules. The functional needs of the City shall prevail in scheduling.

2. **Alternate Work Scheduling.**

Departments may design a departmental alternative work scheduling program, which shall be in compliance with the below indicated guidelines which address public service needs and departmental needs, and takes into account employee preferences.

Alternate work schedules may only be used in those circumstances where in the judgement of the department head all requirements for the provision of public service, public access, and economical staffing are met; no increase in overtime costs are incurred; and internal and external contact needs fulfilled.

Staggered work schedules may be established by each department head. One or more of such schedules must include the normal schedule of the department or division so that the department or division is open for business as expected by others.

Employees 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 (30) days.

Alternative work scheduling, including staggered work schedules, may be canceled at any time for any or all affected departmental employees by the department head.

C. Health and Safety. It is agreed by the City and the Union that health and safety are mutual concerns of the City and of the Union. The City recognizes its responsibility to maintain health and safety standards in accordance with the California Occupational Safety and Health Act. The Union recognizes its responsibility to encourage employees to work safely and efficiently. In those instances where an employee has a complaint arising out of a health and safety condition under the City's responsibility, and where such complaint is not resolved expeditiously at the department level, the Union department representative and the Employee Relations Officer shall promptly meet to discuss the matter.

ARTICLE V - PERSONNEL PROVISIONS

A. Personnel File.

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

Derogatory entries in an employee's official personnel file are evaluated in terms of the seriousness of the action(s) or incident(s) described and the recency 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 which have not been repetitive will receive more limited consideration in disciplinary proceedings.

Entries of a derogatory nature to be used in any disciplinary proceeding against an employee shall include only materials of which a copy has been given to the employee and has been placed previously in the employee's official personnel file, or which is to be placed currently

in the employee's official personnel file in connection with current action(s) or incident(s) resulting in disciplinary proceedings.

Employees 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 therein, except that copies of all original entries to such files shall be provided at no expense to employees at the time of entry. It is understood that the City may establish reasonable rules for the control of said files in the implementation of this provision.

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

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

B. Probationary Period

1. **Entry Probationary Period.** The probationary period of an employee filling an entry level position shall not exceed twelve (12) months in duration.
2. **Promotional Probationary Period.** The probationary period of an employee filling a position from a promotional examination shall not exceed six (6) months in duration.
3. **Employee Service Ratings and Reports.** City agrees that employees are entitled to Employee Service Ratings and Reports which outline progress and performance in their classifications. The Employee Service Rating and Report shall primarily serve as a means (1) whereby an employee's performance may regularly be reviewed with the supervisor; (2) for ascertaining and encouraging the improvement in service by an employee; (3) for providing effective supervision of an employee; and (4) for noting and complimenting outstanding achievement by an employee.

An employee in a twelve (12) month entry level position shall receive such Report on or about the end of the third, fifth, eighth and eleventh months of service and annually thereafter in accordance with the Citywide Performance Appraisal System.

An employee in a six (6) month probationary period shall receive such Report on or about the end of the third and fifth months of service and annually thereafter in accordance with the Citywide Performance Appraisal System.

C. Examinations.

1. **Residency.** A City of Oakland resident competing in an examination shall be given an additional five percent (5%) added to the score, provided that the employee 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.

2. **Certification of Eligibles to Fill Vacancies.** Whenever a position in the classified Civil Service is to be filled, for which no reinstatement list exists, the appointing authority shall receive a list of four (4) names. In the case of multiple vacancies, the appointing authority shall receive a list of four (4) names, plus two (2) names for each additional vacancy to be filled; provided, however, that a lesser number may be certified when there is not the required number on the eligible list.

3. **Transfer List.** City agrees to consider unit employees on the transfer list prior to filling vacant positions.

D. **Americans with Disabilities Act.** In the event an employee becomes disabled within the meaning of the Americans with Disabilities Act or other applicable disability laws and the City is reasonably able to accommodate the limits or restrictions on that employee's ability to work, the City will do so provided that the employee is qualified to perform the duties of a job that may be made available to him or her. In effectuating the provisions of this Section and the duties of the law, the City's efforts to reasonably accommodate the employee shall take precedence over and preempt any other conflicting provisions or limitations of this MOU or the Civil Service Rules. The City will notify the Union and, upon request by the Union, meet with the Union to discuss reasonable accommodation questions affecting unit members prior to implementation.

E. **Residency Zone.**

Represented employees hired on or after January 1, 1996 in the classifications identified in Appendix C, shall be required to live in a residency zone as described in Appendix D. Further, such employees shall be required, as a condition of continued employment, to maintain residency within the zone during their employment with the City of Oakland. The City shall periodically require proof of established residence.

Represented employees hired prior to January 1, 1996 shall not be subject to the residency requirement during the term of their employment with the City. Further, should such employees be laid off as a result of City reduction in force they shall not be subject to the residency requirement if reinstated to employment. However, should such employees terminate employment and become re-employed or re-appointed to City employment at a later date, they shall become subject to the residency policy at that time.

F. **Reduction in Force.**

The City agrees to keep the Union advised of financial planning which contemplates reduction of personnel represented by the Union and to provide a listing of classifications represented by the Union which may potentially be reduced as soon as such information may feasibly be provided. In the event that a reduction in force is required, it shall be carried out in accordance with the procedure outlined in the Personnel Manual.

The City further agrees to provide the Union, on or about sixty (60) days prior to the anticipated implementation date of reductions, or when the City has knowledge of anticipated reductions, whichever is later, a unit listing by classification which will have the original service date and job class service date of each unit member as that data existed in the City's payroll/personnel system at the time. It is understood that the information provided does not constitute an official City seniority list.

The City agrees to provide the Union with a copy of its official reduction in force lists affecting unit members when they become available.

G. Contracting Out.

In accordance with Section 9.02(e) of the City Charter, the City shall not contract out for service where such contract results in the loss of employment or salary by any person having permanent status in the competitive service.

H. **Discipline.** No bargaining unit employee will be subject to disciplinary action except for just cause. The City will provide a copy of the Skelly notice of intent letter to the union at the same time it is served on the employee

I. **Sexual Harassment and Violence in the Workplace.** Any employee 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.

ARTICLE VI - PROFESSIONAL DEVELOPMENT PROVISIONS (Units TW1 & TW2)

A. **Dues and Memberships.** The City shall pay up to one hundred percent (100%) of the cost of membership in one job-related professional organization per year for each represented employee, but in no case shall the cost of the membership exceed five hundred dollars (\$500.00).

B. **Conferences, Seminars & Meetings.** The City and the Union agree that it may be desirable for an employee to attend conferences, seminars, or meetings which have as their primary purpose professional development, or acquiring concepts and knowledge that are directly beneficial to the employee in the performance of his/her job; and/or where such attendance is in the best interests of the City. Subject to the approval of the department head, the employee may be granted leave with pay, with or without expenses depending on availability, to attend such conferences, seminars or meetings.

C. Professional Development.

The City agrees to continue current departmental practices of notifying unit members of professional conferences, seminars, and meetings within the area and of providing unit members current information regarding new trends and developments in their respective professions.

Effective July 1, 2000, each employee shall receive reimbursement up to a maximum of two hundred dollars (\$200.00) each fiscal year for professional development. Professional development may include such items as books, subscriptions to professional journals or magazines, dues to professional organizations which are related to current employment, job-related tools and equipment, registration, application or examination fees for registration or certification within his/her profession, and expenses related to professional development including research and training. All receipts for reimbursement must be submitted before the end of the fiscal year, and by June 1, if feasible.

D. Professional Licenses and Registration. If the City requires that an employee possess a professional license or registration requisite to the performance of his/her job duties, the City agrees to reimburse employees for the cost of renewing said license or registration. This provision covers only such professional licenses as may be required for engineers, nurses, and other professional classes, and does not cover such requirements as drivers' licenses.

E. Tuition Reimbursement. City shall reimburse an employee for the cost of university or college classes and training courses, approved in advance by the department head or the designated representative, which (1) improve the skills used by the employee in his/her current position; and/or (2) prepare the employee for advancement on the logical, reasonable career path within the City organization. Upon successful completion of the approved classes or courses, the employee shall be reimbursed in accordance with the following table:

<u>Grade</u>	<u>Reimbursement</u>
A or B	100% of the tuition fee, or \$400.00 whichever is less.
C	50% of the tuition fee, or \$200.00 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 three hundred dollars (\$300.00), whichever is less. An employee failing a course or receiving a grade lower than a C shall not be reimbursed.

An employee 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.

F. Joint Labor/Management Training. The City and Union agree to co-sponsor eight (8) hours of joint training for each year of this agreement for designated stewards and management personnel.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is herein defined as any dispute which involves the interpretation or application of this Agreement or the Personnel Rules or disciplinary action (i.e. suspensions, demotions, fines, and terminations) taken against an employee other than those

employees assigned to the Offices of the Mayor or City Council . It is the express intent of the parties that grievances be resolved expeditiously at the lowest possible administrative level. Toward that objective, the following steps are prescribed:

Section 2. Procedure.

Step 1. (a) **Informal Discussion.** The employee may present the grievance orally to the immediate supervisor within ten (10) work days from such time as the employee should reasonably have been aware of the occurrence.

Step 1. (b) **Formal Submission.** Should the grievance remain unresolved, the employee may submit the grievance in writing to the immediate supervisor within the ten (10) work days cited above. The grievance shall state the specific section(s) of the Memorandum of Understanding or the Personnel Rule(s) alleged to be violated, or the disciplinary action taken, and the proposed solution. The supervisor shall render a decision in writing to the employee and/or Union Representative within ten (10) work days of the formal submission of the grievance.

Step 2. **Appeal to Department Head.** Should the grievance remain unresolved, the employee may, within ten (10) work days of receipt of the supervisor's decision, submit the grievance in writing to the department head. The department head or director or designated representative shall respond to the grievance in writing within ten (10) work days after receipt of the grievance.

Step 3. **Employee Relations Officer - Union Staff Representative.** Should the grievance remain unresolved, the employee or Union Representative may, within seven (7) calendar days after receipt of the department head response, submit the grievance in writing to the Employee Relations Officer. The Employee Relations Officer, or a designated representative, shall investigate the case and either respond to the grievance in writing within seven (7) calendar days of receipt of the grievance or meet with the assigned Union Staff Representative within seven (7) calendar days of submission and attempt to resolve the dispute.

Step 4. **Civil Service Board - Arbitration.** Should the grievance remain unresolved, within fourteen (14) calendar days of such written notice or said meeting, either party may submit such grievance to an impartial arbitrator who shall be selected by mutual agreement or, if such agreement is not reached, by alternately striking names from list of five (5) arbitrators submitted by the State Conciliation Service. Alternatively, in the case of a grievance concerning disciplinary action against an employee, the Union may elect to submit such grievance to the Civil Service Board, instead of to an arbitrator. The Civil Service Board may elect to use a Hearing Officer for such appeals as described in Appendix A. In the event that the Union elects to submit such grievance to the Civil Service Board, the filing of the written grievance in accordance with the provisions of Step 1 (b) above shall satisfy the requirement of the Personnel Ordinance that the employee give notice of intent to appeal a disciplinary action.

If arbitration is selected, it is agreed that the decision of the arbitrator 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.

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

Section 4. Right of Representation. The employee filing a grievance, as defined above, shall have the right of representation at each step of the grievance procedure.

Section 5. 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 an employee appearance, he/she shall be compensated at his/her regular rate of pay for actual time spent in such appearance.

Section 6. Class Action Grievance. A grievance covering more than one represented employee 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, as described in Section 1 of this Article, to be processed as such.

Section 7. Consolidation. Concurrent grievances alleging violation of the same provisions shall be consolidated for the purpose of this procedure as a single grievance.

Section 8—Expedited Arbitration Procedure

By mutual agreement, the parties may agree to forego the Step 4 process described in Section 2 of this Article and submit any grievance to expedited arbitration. If the parties agree to expedited arbitration, the arbitrator will be selected as follows:

1. By agreement of the parties; or
2. The parties may request a list of five (5) arbitrators from the State Conciliation Service and alternate striking an arbitrator until one arbitrator remains. The party who struck first during the last arbitrator selection process under this MOU shall strike second.

If the parties elect to submit a grievance to expedited arbitration, closing arguments will be presented orally, unless the parties agree to submit written briefs. The parties agree that the arbitrator shall issue a bench decision and subsequently provide a written decision memorializing his/her decision; provided that the parties by mutual agreement may elect to obtain a written decision following the parties' submission of written briefs.

The arbitrator shall have no power to add to or to subtract from the provisions of this Agreement or the Personnel rules.

ARTICLE VIII - RESOLUTION - DURATION

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

Except as specifically provided in this Agreement, it is understood and agreed that any benefits and/or working conditions within the scope of representation published in the City's Salary Ordinance, Civil Service Rules, or other Council Resolutions and Ordinances that affect benefits or working conditions presently in effect and not modified by this Agreement, shall remain unchanged unless and until the City and Union meet and confer in good faith pursuant to the provisions of Section 3054.5 of the Government Code and the City's Employee Relations Rules concerning any such proposed changes.

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

C. Duration. Pursuant to the adoption by the City Council of implementing ordinances or resolutions, this Memorandum shall become effective July 1, 1999 and shall remain in effect for a period of three (3) years, terminating on June 30, 2002.

APPENDIX A

The City of Oakland, hereinafter referred to as "City", and International Federation of Professional and Technical Engineers, Local 21, hereinafter referred to as "Union", hereby agree that the Civil Service Board may elect to use a Hearing Officer for appeals of suspensions, fines, demotions or disciplinary discharges filed pursuant to Article VII, entitled Grievance Procedure, of the current Memorandum of Understanding between the parties. The parties further agree to the following provisions governing the use of such Hearing Officers:

1. **Hearing Officer Panel.**

The City and Union will mutually establish a panel of ten (10) hearing officers (LIST ATTACHED).

Should any of the ten (10) hearing officers be unable to continue to remain on the panel, the City and Union shall meet promptly for the purposes of mutually selecting a replacement. The candidates for such replacement shall be provided by the State Conciliation Service.

2. **Order of Use.**

Cases will be assigned to officers in order on the list.

Both the Union, as representative of the appellant, and the City shall have one preemptory challenge. In the event that such challenges are made, the case will move to the Hearing Officer next in order on the panel list.

If the designated Hearing Officer is not available during the sixty (60) days after the case is assigned, the case will be re-assigned to the panelist next in order. No additional preemptory challenges will be allowed.

3. **Conduct of Hearings.**

Hearings will be closed to the public unless otherwise requested by the appellant.

Hearings will be tape recorded. Copies of the tape(s) will be available to the appellant, if desired, for no charge. Transcripts of the taped proceedings will be available upon request, at the requesting party's expense.

Closing arguments shall be oral; provided, however, that either party may elect to submit a closing brief. Such an election must be made 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. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

4. **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 findings 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 his/her recommendation.
- b. A complete written report documenting the findings.
- c. Any documentary evidence, written motions and briefs submitted.
- d. The cassette tape(s) of the hearing.

5. **Civil Service Board Responsibilities.**

Upon receipt of 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 cassette tape(s) of the hearing. The Board's decision shall be made in accordance with Ordinance No. 8979 C.M.S., 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.

6. **Costs.**

Costs for the Hearing Officer shall be borne equally by the City and the Union as representative of the appellant.

Costs for transcribing hearing tapes shall be borne by the requesting party.

Costs for a copy(s) of the hearing tape shall be borne by the requesting party.

LIST OF HEARING OFFICERS

1. Barbara Chvany
2. William Riker
3. Claude Ames
4. Norman Brand
5. Barbara Bridgewater
6. Morris Davis
7. Carol Zamperini
8. Frank Silver
9. Barry Winograd
10. Christine Knowlton

APPENDIX B

The City of Oakland, hereinafter referred to as "City", and Professional and Technical Engineers, Local 21, hereinafter referred to as "Union", hereby agree to the following provisions applicable to employees in Representation Units TA1 and TW1 assigned to the Office of the Mayor or City Council, and that this Appendix be attached to the Memorandum of Understanding for Unit TW1 and the Memorandum of Understanding for Unit TA1, respectively.

1. **Office of the Mayor.** The parties hereby agree that the following provisions of the Memoranda of Understanding between the parties, effective July 1, 1999 through June 30, 2002 **shall not** apply to employees in Representation Units TA1 and TW1 assigned to the Office of the Mayor, specifically in the areas listed below:

- ☒ Salary steps for classifications having assigned salary ranges without steps
- ☒ Overtime
- ☒ Meal Allowance
- ☒ Hours of Work
- ☒ Rest Periods
- ☒ Lunch Period
- ☒ Shifts and Schedules
- ☒ Probationary Period
- ☒ Employee Service Ratings and Reports
- ☒ Examinations
- ☒ Reduction in Force
- ☒ Grievance Procedure
- ☒ Union Security

2. **City Council Office**

a) **Professional Staff Defined.**

City Council Constituent Liaison
City Council Constituent Liaison (PPT)
City Council Policy Analyst
City Council Policy Analyst (PPT)
City Councilmember's Assistant
City Councilmember's Assistant (PPT)
City Council Administrative Assistant
City Council Intern (PPT)
Community Liaison

b) **Excluded Provisions.** The parties agree that the following provisions of the Memoranda of Understanding between the parties, effective July 1, 1999 through June 30, 2002, shall not apply to the above listed professional classifications or to any future professional classifications established in the City Council Office:

- ☒ Salary steps for those classifications having assigned salary ranges without steps
- ☒ Overtime
- ☒ Meal Allowance
- ☒ Hours of Work
- ☒ Rest Periods
- ☒ Lunch Period
- ☒ Shifts and Schedules
- ☒ Probationary Period
- ☒ Employee Service Ratings and Reports
- ☒ Examinations
- ☒ Reduction in Force
- ☒ Grievance Procedure
- ☒ Agency Shop

c) **Clerical/Administrative Support Staff:**

The following provisions of the Memoranda of Understanding between the parties, effective July 1, 1999 through June 30, 2002, shall not apply to the current incumbents in the City Council Office in the classified positions of Administrative Assistant II:

- ☒ Grievance Procedure
- ☒ Agency Shop

The parties agree that the following provisions of the Memoranda of Understanding between the parties, effective July 1, 1999 through June 30, 2002, shall not apply to Lazane Jobe and Gwen Booze, current incumbents in the PSE 51 (PPT) and PSE 14 (PPT) classifications respectively:

- ☒ Probationary Period
- ☒ Examinations
- ☒ Reduction in Force
- ☒ Grievance Procedure
- ☒ Agency Shop

It is further agreed that future clerical/administrative support staff in the City Council Office will be hired into the exempt classes of Council PSE 14 or Council PSE 51 and will be

exempt from all of the following provisions of the Memoranda of Understanding between the parties, dated July 1, 1999 through June 30, 2002:

- ☞ Salary steps for those classifications having assigned salary ranges without steps
- ☞ Overtime
- ☞ Meal Allowance
- ☞ Hours of Work
- ☞ Rest Periods
- ☞ Lunch Period
- ☞ Shifts and Schedules
- ☞ Probationary Period
- ☞ Employee Service Ratings and Reports
- ☞ Examinations
- ☞ Reduction in Force
- ☞ Grievance Procedure
- ☞ Agency Shop

3. **Special Leave :** The City agrees to establish a Special Leave Program applicable to professional employees assigned to the Office of the Mayor or City Council as follows:

Professional employees employed in the Office of the Mayor or City Council will be eligible to be awarded, on an individual employee basis, from zero (0) to five (5) days of Special Leave. This leave is awarded in recognition of the irregular work hours performed during the prior year. The eligibility period for Special Leave is September 1 through August 31. The awarding of such leave will be at the discretion of the Mayor or Councilmember to whom the employee reports.

Additionally, such employees who demonstrate superior performance during the eligibility period of September 1 through August 31 of each year may also be awarded zero (0) to five (5) days of leave. This leave is awarded in recognition of the prior year's service. The awarding of such leave will be at the discretion of the Mayor or Councilmember to whom the employee reports.

The award must be taken as paid leave and is not cumulative from year to year, i.e. an eligible employee must use the awarded leave by the last pay period including August 31st of each year, or forfeit it. With their supervisors' concurrence, individual employees are responsible for arranging to use the Special Leave during the one (1) year period.

Employees who terminate employment after having been awarded Special Leave shall be paid for such awarded, but unused leave, upon termination.

4. **Resolution of Concerns Procedure.**

A unit employee assigned to the Office of the Mayor or City Council who desires to do so may meet with his or her immediate supervisor to discuss any dispute involving the interpretation or application of those provisions of the Memoranda of Understanding which apply to the employee and are not specifically excluded from applicability as defined above.

Should the matter remain unresolved, the employee may present the matter orally or in writing to the Vice-Mayor, or his/her designee. The Vice-Mayor, or his/her designee, may meet with the affected employee or respond in writing to the matter presented.

Should the matter remain unresolved, within fourteen (14) calendar days of said written response or meeting, the employee may elect to submit the matter to mediation through the State of California Mediation and Conciliation Service. The mediator, if unable to resolve the issue, shall render an advisory recommendation to the Vice-Mayor. The decision of the Vice-Mayor, after considering the recommendation of the mediator, shall be final and binding on the parties.

The employee shall be entitled to representation at the meetings by the Union or other representative.

APPENDIX C

Residency Zone
List of Affected Represented Classifications

Emergency Planning Coordinator
Neighborhood Services Coordinator

APPENDIX D

Residency Zone Map and Zip Code Index

The Map attached to and included as part of this appendix illustrates the general parameters of the established residency zone. Applicants and Employees residing within the zip codes below or within the designated city limits of the following jurisdictions would be considered within the acceptable areas of the zone.

<u>MAP LOCATION</u>	<u>ZIP CODE</u>
Alameda	94501 94502
El Cerrito	94530
Castro Valley	94546
Lafayette	94549
Moraga	94556
Orinda	94563
San Leandro	94577 94578 94579
San Lorenzo	94580
Emeryville	94508
Oakland	94601 94602 94603 94605 94606 94607 94608 94609 94610 94611 94612 94613 94618 94619 94621
Berkeley	94702 94703 94704 94705 94707 94708 94709 94710 94720
Albany	94706
Richmond	94801 94802 94804 94805 94806 94807
Hercules	94547
Pinole	94564
San Pablo	94806
El Sobrante	94803
Hayward	94540 94541 94542 94543 94544 94545 94557
Piedmont	94611

ARTICLE 1 - GENERAL PROVISIONS

1.23. Bulletin Board Space. City shall provide reasonable space on bulletin boards for official Union notices at each central work area.

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

1.25. Interoffice Mail Service. Union shall be allowed reasonable use of City interoffice mail service for the distribution of non-controversial written materials for the information of representatives and officers.

1.28. Negotiating Committee. The committee authorized by Union to consult, meet and confer, or negotiate collectively, shall consist of a reasonable number of paid City employees as determined by mutual agreement. Employee members of the committee will be paid by the City for the time spent in negotiations with management, for the straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held at a time and place mutually acceptable to all parties.

1.29. Union Business. The City agrees to authorize the Unit F President or designee to use up to one (1) working day per year with pay and with department head approval, to attend Union meetings, seminars, and conferences.

1.30. Distribution of Information.

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

1.32. Union Information. City will, within a reasonable period of time, distribute to each new employee within Unit F appropriate literature furnished by Union. City agrees to print and to distribute copies of this Memorandum to all members of Unit F and to furnish Union five (5) additional copies of same.

1.33. Employee Notification of Representation. City agrees to notify within a reasonable time each new employee in classifications assigned to Representation Unit F that Union is his/her recognized bargaining representative. City agrees to promptly notify Union of each new employee hired or reassigned in classifications assigned to Representation Unit F.

ARTICLE 2 - DIRECT PAY FOR SERVICES

2.20. Salary Deductions for Overpayments/Underpayments

2.20(c) Underpayment. Upon verification that an employee was underpaid by the City, regardless of fault, the City will, within thirty (30) calendar days of discovery, adjust the employees' wages in an amount equal to the underpayment.

2.30. Premium Pay. The following premium pay provisions shall apply to an employee represented by Union.

2.41. Overtime.

2.41(a) Definition. Overtime is defined as hours worked in excess of an employee's regular scheduled work week within the City's designated work period (Saturday 12:01 a.m. to Friday 11:59 p.m.).

An employee's regular scheduled work week will be thirty-seven and one-half (37 1/2) hours or forty (40) hours depending upon his/her classification.

2.41(e) Effects of Termination on Overtime. Each employee who resigns or is otherwise terminated shall be entitled to compensation for his/her accumulated overtime as provided for in Section 4.10 of City Ordinance No. 4727 C.M.S.

2.42. Call Back Pay. An employee who is called back to work on his/her day off, or who is called back to work after he/she has completed his/her regular shift working day and has left his/her place of employment, shall be paid a minimum of two and one-half (2 1/2) hours at time and one-half (1 1/2) of that employee's regular hourly rate of pay.

2.44. Extraordinary Service Pay.

2.44(a) Definition. Extraordinary Service Pay is defined as pay for exceptional performance by an individual at his/her classification level as determined by the department head.

2.44(b) Eligibility. Eligibility shall be determined by one or more of the following criteria:

- (1) The employee has performed outstanding work on a continuing basis at his/her current job classification level such as, but not limited to:
 - a) Frequent completion of work significantly ahead of schedule.
 - b) Volume and/or quality of work produced greatly exceeds department norms on a continuing basis.
- (2) The employee has completed, or is currently working on an assignment which calls for a substantial degree of greater responsibility and/or professional or technical expertise than his/her current job classification requires and is not covered by Acting Pay provisions contained herein.
- (3) The employee has completed, or is currently planning, developing or implementing a special program initiated or suggested by himself/herself and approved by the department head which will provide substantial overall benefit to the department and/or the City.

2.44(c) Implementation.

- (1) The department head shall, during the months of June and December, meet with his/her supervisory staff to determine if any employee should receive Extraordinary Service Pay for exceptional performance during the past six (6) month period.
- (2) When the department head determines that an employee should receive ESP, it shall be his/her responsibility to determine the amount and to forward his/her recommendation(s) to the City Manager for approval.
- (3) ESP shall be a lump sum payment of one of the following amounts as determined by the department head and approved by the City Manager: \$600; \$800; and \$1,000. Payment shall be made within thirty (30) days following the City Manager's approval.

2.44(d) Annual Program Review. Annual review by the department head(s) or their designated representative(s) and the Union shall be made in the second quarter of each calendar year. The eligibility and implementation procedures shall be reviewed to determine if any revisions, deletions, or additions should be made to this provision (ESP). Changes to this provision (ESP) shall be subject to the mutual approval of the department head(s) and the Union.

2.44(e) Limitations. The provisions of this section shall not be subject to the grievance procedure. The provisions of this section are separate and distinct from the City's Employee Service Rating and Report system.

ARTICLE 3 - INDIRECT PAY AND ALLOWANCES

3.12. Vision Care. City agrees to contribute an amount to cover the cost of employee and dependent coverage in the established City vision care plan (Plan C, \$10 deductible).

3.22. Vacation Leave.

3.22(e) Personal Business Leave. An employee shall be allowed to take up to three (3) days per year of accrued vacation leave for personal business purposes, with the prior scheduling approval of the department head or his/her designee. In such cases where the nature of the personal business or the urgency related thereto will not permit advance notice it is understood that the employee will provide to the supervisor and/or department head as much advance notice as possible.

3.23. Sick Leave.

3.23(c) Unused Sick Leave.

(1) Vacation Conversion. In the event that an employee has one hundred and fifty (150) days of accumulated sick leave credits at the beginning of the calendar year, at the end of the calendar year he/she will be credited with one (1) day of vacation leave for each full six (6) days of sick leave credits in excess of one hundred and fifty (150) days. Accrued sick leave credits remaining in excess of one hundred and fifty (150) days after such conversion to vacation leave, shall be removed from the official City records.

(2) Sick Leave Buy-Back. City agrees to compensate, in cash, employees leaving City service after ten (10) 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.

(3) Sick Leave Conservation Incentive Program. To encourage employee conservation of accrued sick leave, City and Union agree to continue a Sick Leave Conservation Incentive Program, as described below:

Eligibility. In order to participate in the Sick Leave Conservation Incentive Program, an employee must meet the following requirements:

1. Have a minimum of sixty (60) days of accumulated sick leave at the beginning of the calendar year on January 1; and
2. At year's end, on December 30, have between three (3) and twelve (12) additional sick leave days accumulated during the calendar year.

Options. Eligible employees may exercise one of the following options:

1. Accumulate sick leave credits to the 150 day maximum.
2. Convert sick leave earned in excess of the basic requirement of 60 days to vacation, at the ratio of three sick leave days to one day of vacation, up to a maximum of four vacation days.
3. Buy back sick leave earned in excess of the basic requirement of sixty days, at the ratio of three sick leave days to one day of pay, up to a maximum of four days' pay.
4. A combination of the above, at the employee's option.

3.25. On-the-Job-Injury Leave.

3.25(b) Extended Illness. In the event an employee is off duty due to illness or injury for a period in excess of twenty-one (21) continuous calendar days of sick leave within a two (2) year period prior to an on-the-job injury, those used sick leave days shall be included in the calculation first stated above; however, such used sick leave days shall not be restored to the

employee's sick leave balance. These provisions apply only to those employees whose sick leave credits are determined under the Personnel Manual.

3.30. Holidays.

3.33. Holiday Pay. Any shift that includes five (5) or more hours on a holiday shall be considered a holiday shift and paid at the overtime rate prescribed in Section 2.41 of this Agreement for that shift.

ARTICLE 4 - WORKING CONDITIONS

4.00. Normal Work Week. The normal work week for full-time probationary and permanent employees shall be thirty-seven and one-half (37.5) hours, seven and one-half (7.5) hours per day (excluding meal periods) between 12:01 a.m. Saturday and 12:00 midnight Friday, except for those classifications designated as "Field" in which case the normal work week shall be forty (40) hours, eight (8) hours per day (excluding meal periods).

4.20. Lunch Period. An uninterrupted lunch period of no longer than one (1) hour nor less than one-half (1/2) hour shall be scheduled for full-time employees at or about the midpoint of each work shift. The above described lunch period may be adjusted pursuant to the implementation of a flex-time schedule.

4.30. Shifts and Schedules. City shall exercise good faith in establishing work schedules. The functional needs of the City shall prevail in scheduling, provided, however, that changes in work schedules for full-time employees shall be posted at least one (1) week in advance, except in cases of emergency or unusual circumstances. Union shall also be advised at least one (1) week in advance.

ARTICLE 5 - PERSONNEL PROVISIONS

5.10. Reduction in Force. The City shall attempt, insofar as possible, to accomplish any reduction in force by attrition rather than by layoff. The City agrees to keep Union advised of financial planning which contemplates the reduction of personnel represented by Union at least six (6) months in advance. 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:

5.11. A reduction in force shall be effected on a City-wide basis for each classification to be reduced.

5.12. Seniority in the affected class shall be a primary factor in accomplishing such a reduction in force.

5.13. At least two (2) weeks' notice of any reduction in force shall be provided by the City to affected employees.

5.14. In recall from layoff, the last person laid off shall be the first recalled.

5.20. Selection Process.

5.21. Announcements of Examinations. City agrees to routinely make information regarding examinations available each month, in advance, to employees represented by Union.

5.22. Job Vacancies. City agrees, when requested by an employee, to place his/her name on a transfer list for his/her classification. The department shall consider all listed employees prior to filling the vacant position.

5.24. Promotional Examinations.

5.24(a) Seniority. An employee who has completed ten (10) or more full years of City service and who successfully competes in a promotional examination shall receive five (5) points added to his/her final examination score.

An employee who has completed fewer than ten (10) full years of City service and who successfully competes in a promotional examination shall receive an additional number of points, not to exceed a maximum number of five (5), added to his/her final examination score, prorated in accordance with his/her number of years of City service.

Calculation of seniority points shall be effected as of the date of the job announcement.

5.24(b) Residency. A City of Oakland resident competing in such an examination shall be given an additional five percent (5%) on his/her score, provided he/she initially scores a passing grade on the examination and has been a resident for a minimum period of one (1) year as of the date of certification of the Civil Service Eligible List for that examination.

5.24(c) Certification of Eligibles to Fill Vacancies. In the case of certification from a promotional list to fill a position, for which no reinstatement list exists, the Director of Personnel Resource Management shall certify to the appointing authority the first five (5) names necessary to fill such position and, in the case of certification from such list to fill multiple vacancies, the Director of Personnel Resource Management shall certify a number of names equal to the number of vacancies to be filled and four (4) additional names; provided, however, that a lesser number may be certified when there is not the required number on the eligible list.

5.24(d) Oral Boards. City employees may sit as voting members on oral boards for promotional examinations.

5.24(e) Assistant Engineer I. Employees in the classification of Assistant Engineer I shall automatically be promoted to the classification of Assistant Engineer II provided that they successfully complete the eighteen (18) month probationary period in the Assistant Engineer I class and possess an Engineer-In-Training (EIT) certificate. Upon department head recommendation, an Assistant Engineer I may be promoted to the classification of Assistant Engineer II at the end of twelve (12) months. In such an event, the remaining probationary period shall be waived and the probationary period shall be deemed completed.

5.30. Employee Service Ratings and Reports. An employee is entitled to an Employee Service Rating and Report which outlines progress and performance in his/her classification. The Employee Service Rating and Report shall primarily serve as a means whereby (1) an employee may regularly review his/her performance with his/her supervisor, (2) for ascertaining and encouraging the improvement in service by an employee, and (3) for providing effective supervision of an employee

An employee in an entry level position, except in the classification of Assistant Engineer I, shall receive such report at the end of the third, fifth, eighth, and eleventh months of service and at least annually thereafter. An Assistant Engineer I shall receive such report at the end of the third, sixth, eleventh and seventeenth months of service and at least annually thereafter. An employee proving unsatisfactory in any promotional position shall have full return rights to his/her former classification. A permanent employee receiving a short of standard or unacceptable overall annual performance report shall thereafter receive the Employee Service Rating Report semi-annually until an acceptable level of performance is achieved.

ARTICLE 6 - PROFESSIONAL DEVELOPMENT AND PROFESSIONAL INCENTIVES

6.00. Professional Societies and Associations. City shall encourage participation in professional societies or associations, excluding any organization which has as one of its principal purposes the representation of individuals in matters concerning wages, hours and other terms and conditions of employment, by reimbursing the employee in cash for one hundred percent (100%) of the cost of the annual dues for one organization per employee. The organization shall be selected by the employee, subject to the approval of the department head or his/her designated representative.

6.20. Tuition Reimbursement. City shall reimburse an employee for the cost of job-related academic courses, 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	100% of the cost of the course.
B	75% of the cost of the course.
C	50% of the cost of the course.

In the event that the course is graded on a pass/fail basis or is an informational seminar, reimbursement shall be seventy-five percent (75%) of the cost of the course. An employee failing a course, or receiving a grade lower than a C shall not be reimbursed.

6.30. Professional Practice. Employees represented by Local 21-Unit F will comply with current City of Oakland policies and procedures regarding professional practices and/or conflict of interest. Specifically, employees represented by Union of Engineers will abide by the terms of Administrative Instruction 595 (Subject: Employee Conflicts of Interest).

6.35. Professional Development. The City of Oakland hereby agrees to provide funding for Professional Development for Unit F members, the following provisions shall govern the use of funds for "Professional Development":

6.35(a) Eligibility. Each employee represented by Local 21 in Unit F shall be eligible to participate in the program during the fiscal year.

6.35(b) Reimbursement. An employee shall receive reimbursement each fiscal year for expenses incurred in that fiscal year for "Professional Development" according to the following schedule:

FY 1999-2000 \$425.00

FY 2000-2001 \$425.00

FY 2001-2002 \$425.00

"Professional Development" may include items such as books; subscriptions to professional journals or magazines; dues to professional organizations which are related to current employment; job-related tools and equipment; registration, application, or examination fees for registration or certification within his/her profession, and expenses related to professional development including research and training.

6.35(c) Receipts. Receipts must be submitted in aggregate amounts of at least fifty dollars (\$50.00). 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.

6.40. Professional Licenses and Registration.

6.41. Employees, in the professions of Engineering or Architecture, who work in classifications in a career ladder leading to a classification which requires a professional license or registration, but who are not required to have such license or registration, upon receipt of such license or registration, shall receive five percent (5%) incentive pay which shall not be part of the salary schedule. The employee must have a satisfactory performance evaluation in order to receive this compensation.

6.42. An employee holding the Engineer-in-Training (EIT) designation shall be advanced 2.5% starting in the month following receipt of the designation, provided, however, that said increase, when applied, shall not be above the top step of the salary schedule for his/her classification. The employee must have and continue to have a satisfactory performance evaluation in order to receive this compensation.

6.43. Real Estate Agents who obtain and retain one or more of the following two (2) certifications will have an additional five (5%) added to their base pay.

STATE OF CALIFORNIA GENERAL or RESIDENTIAL APPRAISAL CERTIFICATE

STATE OF CALIFORNIA REAL ESTATE BROKERS LICENSE

At no time will more than a single additional five percent (5%) be added to an employee's pay regardless of the number of certificates acquired and retained. It is required that the certificates be maintained as 'current' in order for an eligible employee to qualify to receive the five percent (5%) certification premium once a given certificate is initially obtained. Verification of currency of certificate status is required annually thereafter. It is the employee(s)' responsibility to provide appropriate verification to the department head.

- 6.44. Civil Engineers who pass (1) the State of California Structural Engineers examination shall receive ten percent (10%) incentive pay; (2) pass the Land Surveyor examination shall receive five percent (5%) incentive pay; and (3) pass the Geotechnical examination shall receive five percent (5%) incentive pay.

Payment to be effective in the pay period following verification that the employee has passed the pertinent exam; such pay shall not be part of the salary schedule. Continual receipt of the incentive pay is conditional upon an employee maintaining registration as a Structural Engineer, Land Surveyor, or Geotechnical Engineer in the State of California. Total incentive pay for examinations cannot exceed ten percent (10%) of base pay.

- 6.45. The operation of this provision shall not affect the operation of existing provisions concerning step increases.

- 6.46. For those positions requiring professional license or registration, City agrees to reimburse the employee, in cash, for the annual renewal cost of such license or registration. In addition, effective January 1, 2000, any employee covered by provisions of Section 6.41 above shall be reimbursed for the renewal cost of such license or registration.

- 6.50. Maintenance of Professional Standards. City and Union agree that it is desirable for all employees to keep their professional knowledge and abilities current with the state of the art. To achieve this end, Union agrees to routinely notify members of professional conferences, seminars, and meetings within the area; provide to members current information regarding new trends and developments in the represented professions; and conduct one seminar annually which contributes to the professional development of its members.

The Public Works Agency of the City of Oakland agrees to meet with a reasonable number of Local 21 represented employees in the Agency to review concerns regarding maintenance of professional standards and professional growth.

- 6.70. Professional Liability. The City's obligation to defend and indemnify represented members is prescribed by law, including California Government Code Sections 825 et seq. and 995 et seq.. The City shall indemnify and defend employees in Representation Unit F in accordance with the applicable provisions of law when and if represented members are sued for errors and/or omissions (malpractice) which occur within the course and scope of their employment, except where the applicable law excuses City's obligation to defend (e.g. fraud, malice, etc.). This Section and the terms and provisions herein shall be enforceable in accordance with applicable law.

- 6.80. Joint Labor Management Committee. The Public Works Agency and Local 21 agree to form a Committee, effective January 1, 2000, to continue discussions held during negotiations concerning Assistant Engineers. The Committee will be composed of three representatives selected by management and three selected by Local 21, and will meet regularly with the goal of a joint recommendation to be finalized by June 30, 2000.

The issues to be reviewed will include the following: reviewing existing practices of assigning work to Assistant Engineers, review of the extraordinary service pay provisions and development of objective criteria for rewarding performance.

UNIT TM2 ADDENDUM (Supervisory Engineers)

1. **Excluded Provisions.** The parties agree that the following provisions of the Memorandum of Understanding between the parties, effective July 1, 1999 through June 30, 2002, **shall not** apply to the classifications covered by Unit TM2, Supervisory Engineers:

- Union Security (Article I, Section D)
- Overtime
- Compensatory Time
- Special Premium Pay
- Compensatory Leave and Overtime
- Meal Period and Breaks
- Meal Allowance
- Hours of Work
- Shifts and Schedules

2. **Amended Provisions.** The following provisions will apply to Unit TM2 members:

a. **Professional Societies and Associations.** City shall encourage participation in professional societies or associations, excluding any organization which has as one of its principal purposes the representation of individuals in matters concerning wages, hours and other terms and conditions of employment, by reimbursing the employee in cash for one hundred percent (100%) of the cost of the annual dues for one organization per employee. The organization shall be selected by the employee, subject to the approval of the department head or his/her designated representative.

b. **Tuition Reimbursement.** City shall reimburse an employee for the cost of job-related academic courses, 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	100% of the cost of the course.
B	75% of the cost of the course.
C	50% of the cost of the course.

In the event that the course is graded on a pass/fail basis or is an informational seminar, reimbursement shall be seventy-five percent (75%) of the cost of the course. An employee failing a course, or receiving a grade lower than a C shall not be reimbursed.

c. Professional Development. The City of Oakland hereby agrees to provide funding for Professional Development for Unit TM2 members, the following provisions shall govern the use of funds for "Professional Development":

1. Eligibility. Each employee represented by Local 21 in Unit TM2 shall be eligible to participate in the program during the fiscal year.

2. Reimbursement. An employee shall receive reimbursement each fiscal year for expenses incurred in that fiscal year for "Professional Development" according to the following schedule:

FY 1999-2000	\$425.00
FY 2000-2001	\$425.00
FY 2001-2002	\$425.00

"Professional Development" may include items such as books; subscriptions to professional journals or magazines; dues to professional organizations which are related to current employment; job-related tools and equipment; registration, application, or examination fees for registration or certification within his/her profession, and expenses related to professional development including research and training.

3. Receipts. Receipts must be submitted in aggregate amounts of at least fifty dollars (\$50.00). 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.

d. Professional Licenses For those positions requiring professional license or registration, the City agrees to reimburse the employee, in cash, for the annual renewal cost of such license or registration. In addition, effective January 1, 2000, employees shall be reimbursed for the renewal of such license or registration.

e. Maintenance of Professional Standards. City and Union agree that it is desirable for all employees to keep their professional knowledge and abilities current with the state of the art. To achieve that end, Union agrees to routinely notify members of professional conferences, seminars, and meetings within the area; provide to members current information regarding new trends and developments in the represented professions; and conduct one seminar annually which contributes to the professional development of its members.

f. Professional Liability. The City's obligation to defend and indemnify represented members is prescribed by law, including California Government Code Sections 825 et seq. And 995 et seq.. The City shall indemnify and defend

employees in Representation Unit TM2 in accordance with the applicable provisions of law when and if represented members are sued for errors and/or omissions (malpractice) which occur within the course and scope of their employment, except where the applicable law excuses City's obligations to defend (e.g., fraud, malice, etc.). This Section and the terms and provisions herein shall be enforceable in accordance with applicable law.

City of Oakland Proposal - Dated August 19, 1999

LETTER OF UNDERSTANDING

This is to confirm our discussion of July 20, 1999 in conjunction with negotiations on Article VII, Section 2, Step 3, Grievance Procedure, and in an effort to resolve grievances as expeditiously as possible, we agree to hold scheduled Step 3 meetings with the union. Such meetings will be scheduled monthly or less as needed to review pending Step 3 grievances.

CITY OF OAKLAND, a municipal
corporation

By *Diana Doughtie*
DIANA DOUGHTIE
Employee Relations Consultant

Date 8-19-99

IFPTE, Local 21

By *Carol Isen*
CAROL ISEN
Assistant Director

Date 8/19/99

LETTER OF UNDERSTANDING

At the request of the union, the parties agree to meet quarterly to exchange information on the status of Exempt Limited Duration Employees in the City. The City will issue an administrative instruction which will clarify hiring procedures for exempt positions and OPRM will alert departments of employees prior to reaching the one year limitation.

CITY OF OAKLAND, a municipal
corporation

By


DIANA DOUGHTIE

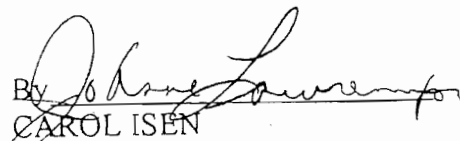
Employee Relations Consultant

Date

10-22-99

IFPTE, Local 21

By


CAROL ISEN

Associate Director

Date

10/22/99

City of Oakland Proposal—September 13, 1999

LETTER OF UNDERSTANDING

At the request of Local 21, the parties agree to meet during the term of the agreement to discuss the union's proposal to change the procedure for calculating seniority as it affects layoffs and to review the impact on employees, as well as the civil service system.

By *Diana Doughtie*
DIANA DOUGHTIE
Employee Relations Consultant

Date _____

By *Carol Isen*
CAROL ISEN
Associate Director

Date 10/8/99

Local 21 Suggested revision to:

City of Oakland Proposal - December 10, 1999

Letter of Understanding

Effective July 1, 1999, the classification of Paralegal is hereby moved to Pay Grade 8. Individuals occupying the classification of Paralegal will be placed in the step of Pay Grade 8 that is closest to their current rate of pay but no less than their current rate of pay within the range of the new class. Employees in the Paralegal class will move through the steps as appropriate on their anniversary date until they reach the top step.

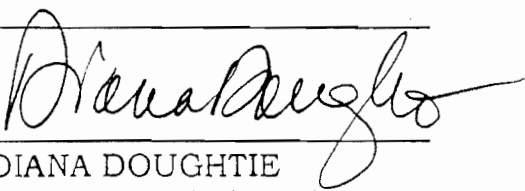
The City agrees to conduct a desk audit of the classification of Paralegal and compare it to the classification of Claims/Complaint Investigator II and will complete said review within one hundred and twenty (120) days of the execution of the MOU between the City and IFPTE, Local 21.

CITY OF OAKLAND, a municipal
Corporation

IFPTE, Local 21

By: _____


By: _____


DIANA DOUGHTIE
Employee Relations Consultant

Date 12-10-99

By: _____

By: _____


JO ANNE LAWRENCE
Representative

Date Dec 10, 1999

City of Oakland Proposal -Date: December 10, 1999

Community and Customer Service Commitment Sideletter

The parties recognize that the City must strive to provide the citizens of Oakland with the best possible services within the limits of available resources. In addition the City and Union recognize their mutual responsibility to perform productively in order to provide citizens with specified services at specified levels.

The Union agrees to actively encourage all represented employees to work cooperatively within the work groups to which they are assigned and to participate in City training, education and development offerings established to foster improved interpersonal relationships among City staff.

The Union also agrees to encourage its unit members to support the City's goals of reducing crime, improving public schools, revitalizing the downtown area, and supporting cultural arts. To support these goals all employees are encouraged to volunteer for activities such as mentoring a school age child or participating in literacy programs.

CITY OF OAKLAND, a municipal
corporation

By *Diana Doughtie*
DIANA DOUGHTIE
Employee Relations Consultant

Date 12-10-99

IFPTE, Local 21

By *Jo Anne Lawrence*
JO ANNE LAWRENCE
Representative

Date 12/10/99

City of Oakland Proposal – August 26, 1999

LETTER OF UNDERSTANDING

This is to confirm the parties understanding and agreement to provide Unit F employees with short-term disability insurance coverage in the manner of current Unit A and W employees.

CITY OF OAKLAND, a municipal
corporation

By *Diane Doughtie*
DIANA DOUGHTIE
Employee Relations Consultant

Date 8-26-99

IFPTE, Local 21

By *Carol Isen*
CAROL ISEN
Assistant Director

Date 8/26/99

18
2-22-00