



# IFPTE Local 21 Oakland Chapters Ratification Vote 2017/18



## City’s Last, Best, and Final Offer

1. Term of Agreement - July 1, 2017 to June 30, 2019
2. Salary Increase –

Wage Increase

Effective July 1, 2017: 4.0%

Effective first pay period in January 2019: 1.0%

Wage Increase Tied to Revenue Growth

If FY 2018-19 General Purpose Fund unrestricted local tax revenues, as forecast in the Third Quarter Revenue & Expenditure Report or as confirmed based on audited actuals for FY 2018-19, exceed the General Purpose Fund unrestricted local tax revenues for FY 2018-19 as approved in the FY 2017-19 Adopted Policy Budget by 4.5% or more, bargaining unit members shall receive an additional 1.0% wage increase effective retroactive to the first pay period after January 1, 2019.

For purposes of these calculations, unrestricted General Purpose Fund local tax revenues will be limited to ongoing revenues including: property taxes, sales taxes, business license taxes, utility user taxes, real estate transfer taxes, transient occupancy taxes, and parking taxes.

3. Article 5.3 – Special Equity Adjustments. The Union accepts the City’s proposed equity adjustments for the following classifications:

Classification	Effective 1/1/18	Effective 7/1/18
Animal Control Supervisor	2%	2%
Senior HR Analyst		2%
Management Assistant		2%
Accountant III	2%	
Public Works Supervisor I & II	2%	

4. Article 5.3 – Special Equity Adjustments. The Union agrees to the City’s modifications to the Union’s proposed equity adjustments for the following classifications:

Classification	Effective 1/1/18	Effective 7/1/18
Human Resources Analyst	2%	2%
Administrative Analyst I	2%	2%
Administrative Analyst II	2%	2%
Neighborhood Services Coordinator	2%	2%
Planner II		2%
Assistant Engineer II		2%

5. Article 4.13.5 - Limitation on Use of Annuitants. Union accept City proposal #7 passed June 21, 2017. Requires the City to follow CalPERS rules related to annuitants.
6. Article 5.5.3 - Salary Step Advancement. Union accept City proposal #9 passed June 21, 2017. Permit City Administrator to approve step increases more frequently than 1 year increments if there has been unusual difficulty in retaining competent employees at the lower step.
7. Article 5.6.19 - Extraordinary Service Pay. Union accept City proposal #6 passed June 21, 2017. Provision has not been used since its inception.
8. Article 10 - Vacation Leave. Union accept City proposal #2 originally passed June 7, 2017 and revised August 30, 2017. Allow for the City Administrator to authorize new employees to be receive additional vacation weeks per year for relevant service with a prior public sector employer.
9. Article 14.4.1 - Announcements of Examination. Union accept City proposal #3 passed June 7, 2017. Most issues raised about selective certification announcements are related to clerical errors. The City is always available to discuss substantive concerns.
10. Appendix TBA – Heath Retirement Savings Arrangement Committee – City accepts Union counter proposal dated December 5, 2017.
11. Article 5.8 – Transit Pass. Union accepts City’s counter proposal dated November 29, 2017.
12. Article 18.5 – Labor Relations Committee. Union accepts the City’s counter-proposal passed on December 12, 2017 as part of its package proposal.
13. Article 18.23 – Severance Payments. Union accepts the City’s counter-proposal passed on December 12, 2017 as part of its package proposal.
14. Article 18.23.3 – The City agrees to the Union proposal to add “Senior” to the title of “Deputy City Attorney IV.”
15. Article 19.4 (new) – Parity. Union accepts the City’s counter-proposal passed on December 12, 2017 as part of its package proposal.

16. Article 13.3 – Alternative Work Schedule. Union accepts the City’s counter-proposal passed on December 12, 2017 as part of its package proposal and the City accepts deleting Appendix K as proposed by the Union on December 13, 2017. In the package proposal passed by the Union on December 13, 2017, the Union affirmatively accepted/proposed both of these terms.
17. The Union accept the City’s counter-proposal on Article 4.12 attached as Attachment A to this Last, Best and Final Offer.
18. On a one-time, non-precedent-setting basis, the City will grant one (1) floating holiday to all IFPTE, Local 21-represented employees that must be used by June 30, 2018 on the condition that the MOU is ratified by unit members on or before February 8, 2018 and subsequently ratified by City Council.
19. The City and the Union both agree to withdraw all other proposals and counter-proposals not previously tentatively agreed to or specifically addressed in this settlement offer.

## **Attachment A:**

### **4.12 Union Security**

Upon receipt from the Union of an employee's signed membership or other authorization form, including electronically signed forms which comply an authorization consistent with the Uniform Electronic Transactions Act, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Deductions will continue until the City receives from the Union the employee signed revocation form, including electronically signed forms which comply with the Uniform Electronic Transactions Act. In order to revoke membership, an employee shall mails a written revocation to the Union in accordance with the terms of the authorization form, or, absent any such terms, by mailing a written revocation to the Union that is postmarked during the 30 day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form. The Union shall then submit the revocation form to the City's Employee Relations Manager and Director of Human Resources.

### **4.13.5 Limitation of Use of Annuitants**

The City shall follow the CalPERS rules governing the employment of annuitants.

This section shall not apply to Unit U41. The City and Union agree that retired represented employees (annuitants) shall not be permitted to work as Exempt Limited Duration or Temporary Contract Service Employees, or otherwise employed in temporary positions, for more than a maximum of 960 hours in total. Use of annuitants shall be limited to training existing City staff and developing operational and procedural manuals.

### **Article 5.5.3 Salary Step Advancement**

The Deputy City Attorney I, is the only classification in Unit TM1 or Unit U41 that is assigned to a salary step plan. The provisions applicable to the Deputy City Attorney I are included in Article 18.

Advancement within the salary schedules specified for a represented employee's classification assigned to the salary step plan shall be on the basis of one (1) year's satisfactory service, as evidenced by a Performance Appraisal. A salary step increase for a represented 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 the classification falls. Represented employees may receive no more than one (1) step increase per year under this section. However, the appointing authority may approve a one-step advancement at a time increment of less than one year if there has been unusual difficulty in retaining competent employees at the lower step. Subsequent step advancement shall resume on the incumbent's anniversary date.

### **Article 5.6.19 Extraordinary Service Pay (Unit TF1) Delete**

### **Article 5.5.3 Salary Step Advancement**

However, the appointing authority may approve a one-step advancement at a time increment of less than one year if there has been unusual difficulty in retaining competent employees at the lower step. Subsequent step advancement shall resume on the incumbent's anniversary date.

### **10.1.2 Additional Vacation Accrual**

Instances where a new employee has had relevant years of service with a prior public sector employer, the City Administrator may authorize that a new employee to accrue vacation at a higher rate other than the initial rate but not to exceed fifteen (15) days per year.

### **14.4.1 Announcements of Examination**

For classifications represented by the Union, the City will notify the Union and provide a statement of reasons for such qualifications and experience at least ten (10) working days in advance of the job announcement being posted. and provide the Union five (5) work days to request to consult with the City.

### **5.8 Transit Pass (new)**

The City agrees to enter an agreement with AC Transit to participate in its EasyPass employer program during the length of the agreement. Each represented employee shall be eligible to receive one EasyPass and shall pay a \$20 (twenty dollar) annual fee, deducted from the employee's pay check every July. The employee contribution is mandatory for all represented employees. The City will pay the remaining costs.

### **19.4 Parity**

If the City reaches an agreement with another recognized miscellaneous employee organization, or imposes on another recognized miscellaneous employee organization, a wage increase which is greater than that provided herein, during the term of this Agreement only, City employees covered by this Memorandum shall receive that same increase, effective with the first pay period after the ratification of that other agreement or the date of that imposition. This section, Article 19.4, shall sunset on June 30, 2019.

### **18.5 Labor Relations Committee**

The City and the Union agree to establish a Labor Relations Committee for Units TM1 and U41 for the purpose of discussing issues of mutual concern impacting management and represented employees. Each party shall appoint two (2) members of the Labor Relations Committee. The Committee shall have the responsibility for determining when and how often they will meet and for establishing other operating procedures.

The City Attorney agrees that the Union may place the following issues on the Labor Relations Committee agenda:

- Equitable advancement on the salary schedule/ranges within the Office of the City Attorney and with other City departments.
- A compensation survey comparing employment terms and conditions in the Office of the City Attorney with the terms and conditions in comparable public agencies.
- Mechanisms for ensuring members of Units TM1 And U41 are properly classified, such as a classification study process similar to the process in Civil Service Rule 3.04(d)

### **18.23 Severance Payments**

Represented employees in Unit U41 shall be paid severance payments in the event the City Attorney terminates the represented employee's services provided the City Attorney, in her or his sole discretion, determines that the termination is through no fault of the represented employee, and further provided that the represented employee and the Union execute a release in the form attached hereto as Appendix [XX]. The severance payment shall be equivalent to three (3) months of the represented employee's salary, unless the employee has served ten (10) years or more with the City, in which case the severance payment shall be

equivalent to six (6) months of the employee's salary. A represented employee who is offered and who accepts a severance payment under this section 18.23 shall not be eligible for any additional severance payment from the City.

### **Article 13.3 Alternative Work Scheduling**

Alternative work scheduling for Units TM1 and U41 shall be governed by Article 18.

Department Heads may establish voluntary departmental alternative work scheduling programs, which shall be in compliance with the guidelines below that address public service needs and departmental needs, and that takes into account represented employee preferences.

Alternative work schedules may only be used in those circumstances where in the judgment 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 are 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.

Represented 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) calendar days. In the event of a dispute regarding requests for alternate work schedules, the Department Head and the Union shall meet with the City Administrator to attempt agreement. City Administrator's determination shall be final.

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

When a holiday falls on the employee's scheduled workday, hourly represented employees who are approved to work an alternative workweek schedule are only eligible to be paid for seven and one half (7.5) or eight (8) hours of holiday pay depending on the employee's original, regular work schedule.

Fair Labor Standards Act (FLSA) exempt, salaried, represented employees who request to work and are approved to work an alternative workweek schedule shall be paid for the entire holiday, floating holidays excluded, if the holiday falls on an employee's scheduled workday. Floating holidays for FLSA exempt, salaried represented employees shall be paid at seven and one half (7.5) or eight (8) hours of holiday pay depending on the employee's original, regular work schedule.

With respect to Vacation Leave Article 10.1 Entitlement, Article 9.12 Management/Professional Leave, and Sick Leave Articles 9.1.1, 9.1.2, and 9.1.5, the term "days" shall mean seven and one half (7.5) or eight (8) hours depending on the employee's original, regular work schedule.

Employees in the classification of Oakland Police Department Dispatch Supervisor assigned a 4/10 workweek schedule as their regular work schedule shall be paid ten (10) hours of holiday pay for each City paid holiday listed in the MOU under Article 11 – Paid Holidays.

Employees in the classification of Administrative Analyst II, Crime Analyst, and Police Services Manager I assigned to an alternative work schedule as of December 1, 2017 only shall be paid for the entire holiday, floating holidays excluded, if the holiday falls on an employee's scheduled workday. Floating holidays for

these classifications shall be paid at seven and one half (7.5) or eight (8) hours of holiday pay depending on the employee's original, regular work schedule.

The parties will follow the related Administrative Instruction regarding Alternative Work Schedules. Holidays will be treated as "day for a day" if the holiday fall on an employee's scheduled work day.

## Tentative Agreement Summaries:

**4.11 Employee Notification of Representation:** City agrees to give 30 day notice to employees that the Union is his/her bargaining agent. Paid time for Union orientation up to 30 minutes.

**6.5 Tuition Reimbursement:** Best efforts of Department Head to grant or deny within 15 working days.

**8.2 PERS** increase payment from City to \$128.

**13.9 Training Committee:** Joint training committee to identify training needs of members and provide recommendations.

**5.7.4.1 City Vouchers:** Increase from \$115 to \$150 annually for safety shoes or related supplies.

**9.1.4 Sick Leave Buy Back:** Now includes deferred comp subject to IRS regs.

**9.9 Disability Insurance:** Employees may choose to supplement disability with sick, vacation, or other paid leave.

**14.5 Transfer List:** Now includes previous classifications.

**6.3 Professional Development:** AN employee may now defer the entire amount of professional development reimbursement in one FY and receive 2 year of reimbursement in the following FY.

**9.13 Accrual Cash out Upon Transfer:** Change to period of 24 months from 3 years.

### **9.8 Leave of Absence Without Pay/Voluntary Leave Without Pay (VTN)**

**9.8.1** In its discretion, the City may grant a permanent full-time or permanent part-time represented employee a leave of absence without pay (**LWOP**) of up to one (1) year. **Refer to Civil Service Rules 8.07b and 9.02a for seniority impacts during leaves without pay and consult with Treasury Retirement Unit regarding how such leave would impact pension contributions.**

**9.8.2 Represented employees who currently receive full-time insurance benefits and who involuntarily have their hours of work reduced to less than full-time shall be permitted to take Voluntary Leave Without Pay to Save City Funds (VTN) for the reduction in hours. Represented employees may apply for Voluntary Leave Without Pay (VTN) at any time during the year.**

**9.8.3 The City and Union acknowledge that VTN may not be utilized during any period in which the represented employee is taking leave pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA) or the Pregnancy Disability Leave Act (PDLA), however the City may authorize the use of VTN if such leave eligibility has been exhausted.**

### **5.4.4 Employee Reimbursements (New Section)**

**The City will use its best efforts to pay all employee's reimbursements owed within twenty (20) business days after receipt of an undisputed invoice/reimbursement request form.**

### **14.1 Personnel File**

...Disciplinary letters in a represented employee's file shall not be used as the basis for disciplinary action imposed more than four (4) years after the date of the disciplinary letter (**three (3) years for written reprimands**). **Materials relating to formal notices of counseling or written reprimands shall be removed from all personnel files after three (3) years upon request by the employee provided there has been no**



disciplinary action for the same three (3) year period and the employee has maintained a fully effective performance evaluation.

**14.2.2 Promotional Probationary Period**

An employee must have completed an initial probationary period and attained permanent (civil service) status for an appointment to be considered promotional, otherwise this section shall not apply; see Section 14.2.1.

**14.11.1 Review of Proposed Contracts**

In the event the City issues a Request for Proposals (RFP), Request for Qualifications (RFQ) or otherwise initiates the solicitation or negotiation of bids for a **construction or** professional services contract that may reasonable be expected to exceed one hundred thousand dollars (\$100,000) over a period of one year or less, the City shall simultaneously provide the Union with a copy of such RFP, RFQ or solicitation

**9.1.3.6 Donation of Sick Leave** (New Section)

Represented employees with ten (10) cumulative years of employment and who meet all requirements of Article 9.1.4 (Sick Leave Buy-Back –Leaving City) may donate sick time at the rate of thirty-three and one-third percent (33 1/3%) to other City employees who meet the definitions of seriously ill and financially need requirements of Administrative instruction 537.

**5.7.3 Uniform Allowance** Increases as follows

Classification	Initial Allowance	Annual Replacement
Animal Control Officer, Senior	\$507.00	\$346.00
<del>Correctional Officer Supervisor</del>	<del>\$360.00</del>	<del>\$202.00</del>
Criminalist II and III	\$375.00	\$200.00
Emergency Medical Services Coordinator	\$524.00	\$278.00
Fire Communications Dispatcher, Senior	\$524.00	\$278.00
Fire Communications Supervisor	\$524.00	\$278.00
Fire Marshall, Non Sworn	<del>\$524.00</del> <b>\$650.00</b>	<del>\$278.00</del> <b>\$450.00</b>
Fire Marshall Assistant, Non-Sworn	<del>\$524.00</del> <b>\$650.00</b>	<del>\$278.00</del> <b>\$450.00</b>
<b><u>Latent Print Examiners II and III</u></b>	<b><u>\$375.00</u></b>	<b><u>\$200.00</u></b>
Neighborhood Services Coordinator	\$375.00	\$200.00
Neighborhood Services Coordinator, Supervisor (Program Analyst III)	\$375.00	\$200.00
Parking Enforcement Supervisor I	\$497.00	\$387.00
Parking Meter Collector Supervisor	\$486.00	\$359.00
Police Communications Dispatch Supervisor	\$524.00	<del>\$178.00</del> <b>\$273.00</b>
<b><u>Vegetation Management Supervisor</u></b>	<b><u>\$650.00</u></b>	<b><u>\$450.00</u></b>

The initial allowance specified shall be paid to the represented employee in the first fiscal year of

### 14.7.3 Flexible Staffing

Represented employees may promote from an entry level to journey level classification in a series without benefit of competitive examination in accordance with Administrative Instruction 592 - Flexible Staffing, provided they were hired into classifications designated for flexible staffing in the classification specification. ~~flexibly staffed positions that included~~ The designation of flexible staffing shall be included as part of the job announcement and recruitment and testing process.

The designation of classifications eligible for Flexible Staffing is established through the development or revision of classification specifications following appropriate notification to the union, discussion as may be required, and final approval by the Civil Service Board.

5.6.15.2.1 Swing Shift Increase from \$.89 to \$1.11 per hour

5.6.15.2.2 Graveyard Shift Increase from \$1.05 to \$1.31 per hour

5.6.15.2.3 Rotating Shift Increase from \$.92 to \$1.11 per hour

9.7 FMLA/CFRA, Pregnancy Disability Leave, Paid Family Leave for Baby Bonding And ~~UFL~~ Unpaid Family Leave (UFL)

#### Unpaid Family Leave (UFL)

It is the intent of this section to provide Local 21 members with up to six weeks of unpaid family leave (UFL) to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner ~~unpaid leave~~ under the same terms as California's PFL, as administered by SDI. To receive UFL, a unit member must be eligible for leave under California's Family Rights Act and/or the Family Medical Leave Act.

#### Paid Family Leave for Baby Bonding

The City agrees to provide eligible employees up to six weeks of paid leave in a twelve (12) month period at the rate of sixty percent (60%) of his/her base wage of \$1,173.00 per week whichever is lower, less applicable withholdings, for "baby bonding." This partial wage continuation shall be referred to as "Paid Family Leave for Baby Bonding." The term "Baby Bonding" is defined in accordance with the California Family Rights Act ("CFRA") and shall mean bonding with a newborn, adopted child, or child placed for foster care in the first year of his/her life or placement. To be eligible for this six-week partial wage continuation and protected leave, employees must be eligible for leave under the California Family Rights Act. Employees need to submit all requests for Paid Family Leave for Baby bonding to the Risk Management Division of Human Resource Management and may be required to provide medical documentation supporting the claim. The City's agreement to provide Paid Family Leave for Baby Bonding to eligible employees for "Baby Bonding" shall sunset on June 30, 2019 and any leave taken for "Baby Bonding" thereafter will revert to UFL as set forth above.

An employee may use accrued leave balances, to bring them up to 100% of their base wage rate or salary, while on UFL, and Paid Family Leave for Baby Bonding. An employee who is eligible for Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA) must take UFL and Paid Family Leave for Baby Bonding concurrently with leaves taken under those ~~a~~ Acts.

**Within ninety (90) days of the ratification of this Agreement, the City and Union shall meet to discuss the City's temporary agreement to provide Paid Family Leave for Baby Bonding, which may include discussions around Local 21 members opting into California's State Disability Insurance ("SDI") thereby entitling eligible employees to receive California's Paid Family Leave ("PFL") benefits.**

\*Bold underline reflect changes, strikethroughs reflect deletions.

*Additional TAs not listed do not modify existing benefits but rather "clean up" or clarify existing language.*