



Local 21 Oakland Bargaining

Tentative Agreement Highlights

What wins do we have at the table currently? Here are the highlights!

- **Paid Baby Bonding Leave:** The City agreed to offer a pilot program for baby bonding for up to six weeks of paid leave in a twelve-month period at the rate of 60% of his/her base wage rate or \$1173/week, whichever is lower (consistent with the state State Disability Insurance, or SDI, program). This shall apply to 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, employees must be eligible for leave under the California Family Rights Act. Employees can use accrued leave balances (sick, vacation, management leave, comp time) to supplement their bonding benefit and keep their paycheck whole.

The pilot program will go into effect immediately after the City Council ratifies our contract. The pilot program has strict timelines and will expire June 30, 2019. So, an employee who has the birth or placement of a child on June 25th, 2019, for example, will only get 5 days of paid bonding leave. However, the City and the Union will meet and discuss this benefit and having Local 21 opt into California SDI to receive full paid family leave benefits. This language does not bind our Union to move to SDI, but if there is a possibility to have a hybrid SDI and long-term disability coverage, it is worth discussions with the City outside of bargaining to plan ahead to maximize benefits.

- **The requirement to use all but 10 days of accrued sick leave to take care of yourself or a family member has been eliminated.** This is a big win because it allows L21 members to choose when they want to use their sick banks and when they want to use other leave. Members can aggregate their paid leave such as sick, vacation, comp time, and management time to keep their paycheck whole for a longer period of time. Additionally, if a member is out on a long leave, they can save their paid time and use just one day a month to remain in paid status and maintain health benefits for that month.
- **Sick leave buy back can now be put into deferred compensation.** Employees that separate from the City after 10 years have always been able to cash out their sick leave, but we won the right to choose between cashing out and moving the money to deferred compensation. This is a victory for long-term retirement security.
- **Tentative Agreement to Let Members Assist Other Seriously Ill Members.** The Bargaining Team has tentatively agreed to a new language provision that will allow members to donate sick leave to seriously ill and financially needy co-workers that meet the requirements set forth under Administrative Instruction 537. Until now, members could only donate vacation time. The ability to donate sick time is a provision that you don't see in many Union contracts, because employers don't have to pay out sick time in the same way they must pay out vacation accrual. The new provision allows members with 10 years at the City that meet all the requirements of Article 9.1.4 to donate their sick time at the same rate that they would cash it out upon separation, which is 33 1/3%. We hope that this will allow more members to help out ill co-workers in their times of need.

Note that Tentative Agreements are tentative until such a time as the whole package is ratified by the L21 membership and voted in favor of by the City Council.

- **Tentative Agreement to Improve Management Leave.** Currently, if a member is eligible for management leave, they get five days automatically but another five days are discretionary. In order to earn the second 5-day block, members under the current contract must work irregular hours “and/or” demonstrate superior performance. That “and/or” can be brutal. If you have a director that is determined to not award management leave for a punitive, capricious, or arbitrary reason, they will invoke the necessity of BOTH irregular hours AND superior performance. Under the Tentative Agreement, the “and” is deleted, which should clear the path for members in difficult work groups to be awarded more management leave time.
- **Shift Differentials will be increased** to match those in SEIU’s contract. Our tentative agreement, moving forward, will be:
 - **Swing Shift:** \$.89 increased to \$1.11 (an increase of \$429 annually for a full time employee)
 - **Graveyard Shift:** \$1.05 increased to \$1.31 (an increase of \$507 annually for a full time employee)
 - **Rotating Shift:** \$.92 increased to \$1.11 (an increase of \$370 annually for a full time employee)
 - **Acting Pay,** or more appropriately, Acting Assignments can be a divisive issue in many departments. We know that “acting” assignments are often a leg up on promotional opportunities for members so our bargaining team wanted to ensure that the opportunity to act was fairly rotated and avoided favoritism. We reached agreement with the City that department heads will “use their best efforts to rotate” assignments. The language isn’t perfect, but it is better and introduces rotation as a new concept.
- **We have tentatively won paid 30 minutes of Union Orientation for new hires** within 30 days so we can build Union Power as new employees join Local 21.
- **OPD Labor/Management Meetings:** The Letter of Understanding from the 2015 contract is now officially part of the MOU and states Local 21 representatives and police management will meet on a regular basis to discuss issues impacting Local 21 members assigned to the police department.
- **The shoe allowance will be increased from \$115 to \$150,** and new hires will have the ability to get a shoe voucher within 30 days of hire.
- **Requests for tuition reimbursements shall be granted/denied within 15 work days and will not be unreasonably denied.**
- **The City has agreed that they too have a responsibility to actively encourage training, education and development.** Additionally, we have an agreement to be at the table with the City in a joint training committee that will work with the City to identify training needs of our members and provide curriculum recommendations.
- **We have eliminated a Letter of Understanding that required emergency staff to live within a close radius to the City of Oakland** (which members can no longer afford to live in).

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