

# “Working Together Works”

## IFPTE – 21 ♦ City of Oakland Chapters



### *Bargaining Bulletin #21*

### *-July 22, 2009-*

## **We Have a Contract!!!**

### **Ratification Meetings Friday 7/24 & Monday 7/27**

After 16 months of negotiations and marathon bargaining sessions the past couple of weeks (including a meeting until midnight on Monday, July 21), the Union and the City have reached a final agreement and signed the last of our Tentative Agreements. It is now time for members to vote on the new contract.

The City's initial economic demand was draconian and open-ended. In addition to increasing our retirement contribution to 8%, it would have ended overtime pay, management leave, professional development, auto allowances, and more. It would have also required a re-opener to shift medical insurance costs to employees, and it had no cap on shutdown days.

With the strength of our members behind us, we have negotiated a fair agreement. While it contains painful sacrifices in these difficult economic times, it also sets a clear limit to what the City can take back for the next two years, protects our benefits, and preserves and expands important union rights and employee protections.

#### Ratification Meetings and Voting:

Friday, July 24:

City Council Chambers – Noon to 2pm

Outside Council Chambers – 2 to 5pm

Monday, July 27:

Hearing Room 3 – Noon to 2:30pm

Edgewater Ready Room – 3 to 5 pm

*Ballot counting at the end of the day, Monday*

**Major provisions:** The City insisted on 10% concessions from all unions. The final agreement provides a 9.6% reduction for all members by (a) increasing retirement contributions from 3% to 8%, and (b) requiring 12 unpaid days each year (four in December, the rest are not yet scheduled but will be spread out).

The remaining 0.4% is provided by eliminating the third week of management and professional leave for management employees and Deputy City Attorneys.

No cuts to retirement formula, medical benefits, or other benefits and premiums.

For the first time, we have also provided some cushion to unemployed members by establishing a COBRA fund to pay for medical benefits for laid off employees, funded by a *temporary* suspension of Professional Development Allowances for two years.

#### Details of Tentative Agreements (with MOU Section Numbers):

**Major Issues:**

Term of the MOU: July 1, 2008 – June 30, 2011

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- **Section 7.1 Retirement Contributions** – Effective July 1, 2009, member contributions for PERS are increased from 3% to 8%.
- **Unpaid Days Off (Side Letter)** – All members will be required to take a total of 12 unpaid days in both FY 09-10 and FY 10-11. Four of the closure days will be in the last week of December:  
December 2009: 28, 29, 30, and 31  
December 2010: 27, 28, 29, and 30  
The City will schedule seven additional unpaid closure days in FY 09–10 and eight unpaid closure days in FY 10-11, in addition to the four December closure days in each fiscal year. In FY 09-10, the twelfth shutdown day is floating and shall be designated by the employee with the mutual agreement of his/her supervisor. Final schedule, and smoothing of the December shutdowns, to be determined.
- **Unpaid Days Off (Side Letter)** – We have language that clearly limits shutdown days to 12 per fiscal year, even if the City claims they are “layoffs.”
- **COBRA Supplement Fund (Side Letter) - Professional Development Allowances (PDA)** will be temporarily suspended for two years and the money will be used to create a COBRA Supplement Fund to help laid off members pay for health benefits. PDA will be restored after July 1, 2011. Deputy City Attorneys, Paralegals, and Paralegal PPTs may still use PDA to satisfy Mandatory Continuing Legal Education requirements.
- **Section 19.4 Re-opener if Revenues Improve** - If certain City revenues improve by 10 percent, the Union can request a re-opener to negotiate pay increases or a reduction in shutdowns.
- **Unit TM1 Oakland City Attorneys’ MOU** – All proposals specific to attorneys in the City Attorney’s office were withdrawn by both sides to maintain the status quo (ex. billable hours, probationary period, single contract). Contract changes listed here which affect all Local 21 employees will apply to the City Attorneys as well.
- **Unit UM1 Civil Service Status (Side Letter)** – The City and Union have agreed on a process to resolve the Civil Service Status of employees in the UM1 bargaining unit. The City and Union will meet to review all UM1 classifications, with mediation if necessary, to determine Civil Service Status. Classes where there is no agreement will be submitted to the Civil Service Board for a decision. Classes that will be exempted will remain in the UM1 unit; most UM1 positions that will be covered by Civil Service will be in UM2. Employees who have promoted into exempt positions from Civil Service positions will be granted a leave of absence from Civil Service to serve in an exempt position for as long as they are in that position. Employees on leave from Civil Service have the right to bump back into their former Civil Service classification or be placed on a reinstatement list when their leave of absence ends. For UM1 employees with no prior Civil Service history and at least 10 consecutive years of City service, if they are laid off or terminated for reasons other than misconduct, the City will attempt to find them a vacant exempt position.
- **Section 9.12 Management Leave (Units TM2, UM1, and UM2)** – Current contract language is preserved: Five days of management leave will be automatically awarded on July 1 each year. In addition, an additional 0 - 5 days may be awarded for superior performance with the recommendation of the department/agency head and approval by the City Administrator. The third week of management leave (not authorized by Council) will be eliminated but credited towards our total contribution toward solving the deficit, thus avoiding another shutdown day.
- **Section 9.12 Management Leave Carry Forward and Cash Out** – Effective June 30, 2011, management leave carryforward is limited to 10 days, except that employees with a June 30, 2009 balance of 200 hours or more will be able to carry forward 20 days on June 30, 2011.

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Management leave sellback is set at 10 days per fiscal year (current contract language), except that employees with large balances will be able to cash 15 hours per fiscal year (employees with 150-200 hours as of June 30, 2009) or 25 hours per year (employees with more than 200 hours as of June 30, 2009) in order to get down to carry forward limits by June 30, 2011.

All management leave provisions also apply to City Attorneys' "professional leave" and City Council and Mayor employees' "special leave."

### Other Changes:

- **Section 2.1 Discrimination Prohibited** – Nondiscrimination language has been amended to be consistent with City Charter and law. City proposal to eliminate protection against discrimination for “political affiliation” was withdrawn.
- **Section 4.13.1 Definitions** – ELDEs and TCSEs cannot be used to fill permanent or temporary vacancies, consistent with Civil Service Rules.
- **Section 4.14 Joint Labor-Management Committee** – Preserves and expands the scope of the labor/management committee to include topics such as promotional opportunities, alternative work schedules, telecommuting, health and safety issues, and labor-management relations.
- **Section 4.14.2 Special Committee on Medical Costs** – Established a Joint Labor/City Committee to study ways to achieve savings in health costs. No contract re-opener during the term of this MOU (City continues to pay full Kaiser rate).
- **Section 4.15 Joint Labor/Management Training** – Ensures eight hours per year of joint training for union stewards and management is specifically training about the terms of the MOU.
- **Section 5.1 Salary Schedule** – No general wage increases or equity adjustments during the life of this contract. Local 21-represented employees are still eligible for salary step and range increases as outlined in Section 5.4 of the MOU.
- **Section 5.5.1.1 Alternate Work Scheduling** – If alternate work schedules are established, employees still get overtime if they work longer than the alternate schedule's regular work day.
- **Section 5.5.7 Bilingual Pay** – Eliminates outdated language, modifies criteria, and ensures Union participation in developing Level II testing.
- **Section 5.5.9 Miscellaneous Licensing and Certification Premium Pay** – Requires the City to respond to requests within 60 days.
- **Section 8.6 Dental Insurance** – Guarantees that dental benefits can't be reduced (for example, by changing plans) without City meeting and conferring with Union. Also applies to vision care and disability insurance.
- **Section 9.1.3.2 Family Illness** – Expands family sick leave to include leave to care for someone for whom the employee has a durable power of medical attorney.
- **Section 9.3.5 Family Death Leave** – City may not “unreasonably deny such requests.”
- **9.4.1 City Paid Leave Entitlement** – Cleans up language regarding workers compensation “free period” to cover both Civil Service and exempt employees.
- **Section 9.7 FMLA/CFRA and Pregnancy Disability Leave** – Puts existing rules into our MOU, giving employees the right to choose whether to use sick leave or vacation, or to take unpaid leave.

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- Section 10.2 Right to Take Accrued Leave – Vacation requests cannot be unreasonably denied. Requires response to vacation requests within 10 working days.
- Section 10.7.1 Vacation Sell-Back – For calendar year 2009, the City will count the December 2008 shutdown days towards the requirement to have taken 10 days of vacation in 2008 in order to be able to sell back vacation in 2009 (for those units that have this requirement).
- Section 11.1.16 Holidays On Regular Day Off –Extra vacation days earned when holidays fall on Saturday will be counted as an “Extra Vacation Day” and will not be counted toward the vacation cap.
- Section 14.1 Personnel File – Requires that “all derogatory entries into a represented employee’s personnel file shall be signed and dated by the author, with documentation of delivery to the represented employee.”
- Section 14.3.3 Consequences of Failure to Evaluate – Ensures that lack of a timely performance evaluation won’t count against employees when a satisfactory rating is required for layoff tiebreakers or participation in City programs (such as the pilot CWS program).
- Section 14.8 Preference Points in Examinations – Matches Civil Service Rules so that City employees are eligible for 0-5 seniority points on all exams, not just promotional exams. Updates language on residency points to match Civil Service Rules.
- Section 14.11 Discipline/Just Cause – Improves language on discipline and Skelly meetings. Ensures Skelly meetings for any suspension. Employees cannot be disciplined for situations that violate City Charter Section 218 (non-interference clause).
- Section 15.1 Grievances definition – Allows union to start grievances at a higher step for grievances against a department head or against the City as a whole, reducing the time for issue to be resolved.
- New Administrative Instruction – Citywide Code of Conduct (Non-Sworn Employees) – Provides procedure to deal with abusive supervisor conduct: City will publish a new AI on Professional Conduct that restates City’s mission statement to treat employees with dignity and courtesy, and requires that management conversations with employees about work performance or work-related problems take place in private, not in front of public or co-workers. The City must follow-up and investigate complaints.

All of the signed Tentative Agreements are on the IFPTE Local 21 website.  
To view them, go to: [www.ifpte21.org](http://www.ifpte21.org) and click on the Oakland Chapter page.

### Bargaining Team members:

Oakland Vice President: Jeff Levin

Chapter A+W: Don Smith, Renee Sykes, Annie Sloan, Christia Mulvey

Chapter H+M: Michelle Byrd, Robert Newman, Carol Curtis, Becky Dowdakin, Judy Jackson, Martin Sharp, Frank Fanelli

Engineer’s Chapter: Hamid Ghaemmaghami, Joyce Carlson, Gunawan Santoso

Deputy City Attorneys Chapter: Diane Lewis, Dan Rossi, Kathleen Salem- Boyd

Local 21 Staff: Vickie Carson, Subha Varadarajan