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OFFICE OF THE CITY CLERK
OAKLAND
2018 NOV 20 PM 12:30

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Ian Appleyard
Director, Human Resources
Management

SUBJECT: MOU Approval between the City of
Oakland and OPOA/OPMA and
Salary Ordinance Amendment

DATE: November 20, 2018

City Administrator Approval

Date:

11/20/18

RECOMMENDATION

Staff Recommends That The City Council:

- 1) Adopt A Resolution Approving The Tentative Agreement To The Memorandum Of Understanding Between The City Of Oakland And The Oakland Police Officers Association Representing Employees In Representation Unit PP1 And PT1 Upon Ratification Through June 30, 2024;
- 2) Amend Salary Schedule Of Ordinance 12187 C.M.S. (The Salary Ordinance) To Provide Wage Increase To Represented Employees In Representation Units PP1 And PT1 Pursuant To The Memorandum Of Understanding Between The City Of Oakland And The Oakland Police Officers Association As Follows: Increase Of 0% Effective July 2019; Increase Of 2.5% Effective The First Pay Period In July 2020; An Increase Of 3% Effective The First Pay Period In July 2021; An Increase Of 3.5% Effective The First Pay Period In July 2022; And An Increase Of 3.5% Effective The First Pay Period In July 2023;
- 3) Adopt A Resolution Approving The Tentative Agreement To The Memorandum Of Understanding Between The City Of Oakland And The Oakland Police Management Association For Represented Employees In Classifications In Unit UN2, And Approve The Same Salary Increases And Terms And Conditions Of Employment For The Unrepresented Unit UN1 Classification Chief Of Police, Assistant, And The Same Salary Increases For The Salary Range Of The Unrepresented In Unit UN1 Classification Chief Of Police Upon Ratification Through June 30, 2024;
- 4) Amend Salary Schedule Of Ordinance 12187 C.M.S. ("Salary Ordinance") To Provide Wage Increases To The Salaries Of Certain Sworn Employees Pursuant To The Memorandum Of Understanding Between The City Of Oakland And The Oakland Police Management Association And The Unrepresented Chief Of Police, Assistant, And The Unrepresented Salary Range Of The Chief Of Police; The Wage Increases Shall Be As Follows: Increase Of 0% Effective July 2019;

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Increase Of 2.5% Effective The First Pay Period In July 2020; Increase Of 3% Effective The First Pay Period In July 2021; Increase Of 3.5% Effective The First Pay Period In July 2022; And Increase Of 3.5% Effective The First Pay Period In July 2023.

EXECUTIVE SUMMARY

The City of Oakland reached a tentative agreement on wages and other terms and conditions of employment with the Oakland Police Officers Association ("OPOA"), representation units PP1 and PT1, and the Oakland Police Management Association ("OPMA"), representation unit UN2. (Attachment 1.) Similar wages and terms and conditions are also effective for the unrepresented classifications of Chief of Police and Assistant Chief of Police, representation unit UN1. The above groups are collectively referred to as "sworn police employees" and the term is upon ratification through June 30, 2024. Significant terms of this tentative agreement include, but are not limited to, wage increases and changes to City-paid retiree health benefits that caps active employees and current retirees and aligns new hires' benefits with the City's miscellaneous, non-sworn employees. The changes to retiree health benefits represent a significant Other Post-Employment Benefits ("OPEB") relief to the City projected to reduce the unfunded liability by over \$350 million. The proposed amendment to the Salary Ordinance provide a zero percent wage increase in fiscal year 2019/2020; two-and-one-half percent (2.5%) wage increase effective the first pay period in July 2020¹; three percent (3%) wage increase effective the first pay period in July 2021; three-and-one-half percent (3.5%) wage increase effective the first pay period in July 1, 2022; and three-and-one-half percent (3.5%) wage increase effective the first pay period in July 2023.

BACKGROUND/LEGISLATIVE HISTORY

The current Memorandum of Understanding (MOU) between the City of Oakland and the OPOA and OPMA will expire on June 30, 2019. In November 2018, the City and the Unions met and tentatively agreed on several terms, the most significant include:

1. Term – The term of the agreement will be five (5) years through June 30, 2024;
2. Salary Increases – Wage adjustments as follows: a zero percent (0%) salary increase in fiscal year 2019/20, a two-and-one-half percent (2.5%) salary increase effective the first pay period in July 2020, a three percent (3%) salary increase effective the first pay period in July 2021, a three-and-one-half percent (3.5%) salary increase effective the first pay period in July 2022, and a three-and-one-half percent (3.5%) salary increase effective the first pay period in July 2023;
3. Retiree Health – The parties agree to cap the City contribution to retiree health benefits at the two-party Bay Area Kaiser 2020 rate for active employees and current retirees. New employees hired after January 1, 2019, will receive the same retiree medical benefit as

¹ The Tentative Agreement reached between the City of Oakland and the OPOA reflects a 0% wage increase for the fiscal year 2019/2020.

miscellaneous employees- the PEMHCA minimum for employees that retire from the City with five years of service and an additional \$425.40 if the employee retires from the City with ten or more years of service;

4. Longevity – An increase to the flat rate longevity payments to improve employee recruitment and retention;
5. Leaves and Holidays – Observance of Cesar Chavez Day as a paid holiday in exchange for Admissions Day;
6. Allowances – An increase in the uniform allowance to more accurately reflect the actual costs of uniforms; and
7. Self-Improvement Incentives – An increase in self-improvement incentives for employees with advanced POST certifications.

ANALYSIS

Approval of the proposed Resolution is necessary to adopt the Tentative Agreement for incorporation into the successor MOUs between the City and OPOA and the City and OPMA. The Unions' final ratification date is scheduled for on or about November 24, 2018. The Agenda Report, Ordinances, and Resolutions are being prepared for Council approval and authorization following member ratification. A Salary Ordinance amendment requires two (2) City Council readings with the first reading on November 27, 2018 for consideration and approval, and second reading on December 11, 2018. If for any reason the Tentative Agreement/MOUs are not finalized or approved, the Salary Ordinance amendments could be canceled or delayed if required. The following list includes a summary of the key provisions of the Tentative Agreement:

Term of the Agreement:

Five-year contract term from 2019 through June 30, 2024.

Article III: Direct Pay for Services

The City shall provide OPOA and OPMA members with the following wage increases:

- July 1, 2019 – 0 percent salary increase
- July 2020 (effective first pay period) – 2.5 percent salary increase
- July 2021 (effective first pay period) – 3 percent salary increase
- July 2022 (effective first pay period) – 3.5 percent salary increase
- July 2023 (effective first pay period) – 3.5 percent salary increase

Article IV – Retiree Health

The Tentative Agreement revises the City's retiree health contribution for active employees, current retirees and future hires. The City shall submit and bring to Council separate Resolutions setting forth the agreement on retiree health for sworn police employees in accordance with California Public Employees Retirement System (CalPERS) regulations.

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The agreement for active and retired Sworn police employees is as follows:

- For existing retirees and bargaining unit members employed as of December 31, 2018, the City shall reimburse retiree health premiums up to a maximum of the City's 2020 contribution for employee + 1 (2-party) for Kaiser Bay Area Premium (as defined below).
- This benefit will be limited to the following qualified individuals:
 - All Sworn police employees with a hire date on or before December 31, 2018, who remain employed by the City with no break in service until retirement, and who retire directly from the City; and
 - All existing CalPERS Police Sworn retirees who retired directly from the City of Oakland.
- The City shall maintain its contract with CalPERS to provide medical benefits and include in the retiree health benefit, the statutory PEMCHA minimum payment.
- For covered retirees, the City's monthly retiree health benefit shall be up to a maximum of the City's 2020 contribution for Kaiser Bay Area Premium for employee + 1 (two party) (inclusive of the statutory minimum) and paid as follows:
 - Pre-Medicare Eligible: Employee + 1 Monthly 2020 retiree medical contribution for Kaiser Bay Area Basic Premium;
 - Medicare Eligible: Employee + 1 Monthly 2020 retiree medical contribution for Kaiser Senior Advantage Supplemental Plan. [Occurs when both parties are Medicare eligible.]
 - Combination Eligible: Employee + 1 Monthly 2020 retiree medical contribution for Kaiser/Kaiser Senior Advantage at the "Combination Monthly Rate." [Occurs when 1 party is Medicare eligible and the dependent is not Medicare eligible.]
- The retiree health benefit described in the tentative agreement for existing retirees and for employees with a hire date on or before December 31, 2018 shall be vested in the qualified individuals and their eligible surviving beneficiaries.
- To be eligible for this benefit, continuous service with the City of Oakland until retirement is required. If a sworn police employee separates from employment and is rehired by the City as a sworn police employee, the employee's "hire date" for purposes of determining retiree health benefit eligibility, including the vesting described above, shall be the date of rehire.
- Active sworn police employees will maintain healthcare benefits (currently capped at Kaiser Bay Area) paid through a cafeteria plan.

The agreement for future sworn police employees hired as of January 1, 2019 is as follows:

- All eligible sworn police employees hired on or after January 1, 2019 (including eligible employees who separate from employment and are rehired on or after January 1, 2019) and who retire directly from the City shall receive a retiree medical premium reimbursement equal to the statutory PEMCHA minimum.
- All eligible sworn police employees who retire directly from the City of Oakland with ten (10) or more years of service shall be entitled to an additional \$425.40 for the purchase of medical coverage.
- The ten (10) year service requirement shall not apply to any sworn police employee that is granted a service-connected disability retirement.

Retiree Medical Trust (RMT)

- The City agrees to pay \$1,000.00 per member into an RMT in the first pay period in July of 2020. To be eligible for this payment, an OPOA/OPMA member must be employed with the City on July 1, 2020.
- The City will pay an additional \$1,000.00 per member into an RMT in the first pay period in July of 2021. To be eligible for this payment, an OPOA/OPMA member must be employed with the City on July 1, 2021.
- OPOA/OPMA has the option during the term of the MOUs, to direct the City to make additional employee paid monthly pre-tax contributions to an RMT.

Other Terms relating to retiree health:

- The OPOA/OPMA shall have the option to move to the retiree health plan awarded by the arbitrator in the interest arbitration between the City of Oakland and International Association of Firefighters (IAFF), Local 55 should such award be more favorable.
- The retiree medical relief set forth above is intended to reduce the City's retiree medical cost from the 2018 cost. For the life of the contract, each year, the City will contribute the difference between that year's Pay-As-You-Go retiree medical cost and the 2018 Pay-As-You-Go retiree medical cost (i.e., 2018 PayGo minus current year PayGo) to a Section 115 Trust for the payment of retiree medical benefits for OPOA/OPMA members. There will be no payment if the current year Pay-As-You-Go cost exceed the 2018 Pay-As-You-Go cost. Moreover, in the event the Actuarially Required Contribution (ARC) is less than the difference in Pay-Go amounts, the City will contribute the ARC.

Article III – Longevity

Effective July 1, 2019, the City will increase the flat rate longevity in the OPOA/OPMA MOUs. The new flat rate longevity payment rates for OPOA shall be as follows: 7 through 9 years of service, \$2,550; 10 through 14 years of service, \$2,950; 15 through 19 years of service, \$3,350; 20 or more years of service, \$3,750. The new flat rate longevity payment rates for OPMA shall be as

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follows: 7 through 9 years of service, \$2,550; 10 through 14 years of service, \$2,950; 15 through 19 years of service, \$3,350; 20 or more years of service, \$3,750. Payments will be reported to CalPERS when earned in conformance with CalPERS regulations. Payments will be reported to CalPERS when earned in conformance with CalPERS regulations.

Article VI – Leaves and Holidays

Cesar Chavez Day will be observed as a paid holiday beginning in calendar year 2019. In exchange, Admissions Day will no longer be observed as a paid holiday.

Article VII – Allowances

The uniform allowance shall be increased \$1,200 effective July 2019. Payment will be made in the second payroll in July each year.

Article VIII – Self-Improvement Incentives

Advanced Post certifications shall be increased by two and one half percent (2.5%) upon ratification.

Other Miscellaneous Terms and Conditions

- The Parties agree to draft MOU language regarding constructive receipt for accrued leave that may be cashed out to conform to the Internal Revenue Code.
- The Parties will draft language in response to the United States Supreme Court’s *Janus* decision.
- The City agrees to engage in discussions with the OPOA/OPMA to create a workers’ compensation carve-out program.

FISCAL IMPACT

The total costs associated with the five (5) year MOU include the wage increases and other economic provisions as outlined in this staff report. **Table 1** reflects the total estimated costs of the MOU across all funds and the General Purpose Fund (Fund 1010). The cost of the first two (2) years of the MOU will need to be included in the FY 2019-21 Biennial Budget that is currently under development. The cost of the last three (3) years of the MOU will need to be included in future budget cycles.

Table 1 - Estimated 5-Year Cost of MOU

(\$ in Millions)	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
GPF (1010) Total	\$1.45	\$6.04	\$10.94	\$16.13	\$22.22
All Funds Total	\$1.59	\$6.61	\$11.98	\$17.67	\$24.34

Other Post-Employment Benefit Reforms

There are significant near-term and long-term savings because of the agreed upon retiree medical reforms, which include capping the existing benefit for active employees and current retirees and reducing the benefit for new bargaining unit members hired after January 1, 2019.

Table 2 below demonstrates the savings the City will experience on a pay-as-you-go basis across all funds and in the GPF. These savings are due to the capping the OPEB benefit for existing retirees and current active employees who are near retirement. These savings are factored into the total cost of the MOU presented in Table 1.

Table 2 - Pay-As-You-Go Savings (All Funds)

(\$ in Millions)	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
GPF (1010) "Pay-Go"	\$0.00	(\$0.31)	(\$0.54)	(\$0.87)	(\$1.09)
All Funds "Pay-Go"	\$0.00	(\$0.34)	(\$0.59)	(\$0.87)	(\$1.19)

As shown in **Table 3** the City's Annual Required Contribution ("ARC") will reduce by 7.6% of OPOA payroll in FY 2020-21. The reduction to the ARC will increase to 8.5% of payroll by FY 2023-24. In future years (not shown in the table below) the ARC savings is forecast to be even greater as the impact of the lower benefit for new hires begins to materialize.

Table 3 - Annual Required Contribution (% of Payroll)

(% of OPOA Payroll)	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
ARC Savings	0.0%	(7.6%)	(7.9%)	(8.2%)	(8.5%)

The City's actuarially accrued liability ("AAL") for sworn police (Table 4) will reduce by \$95.82 million in FY 2020-21, an approximate 22% reduction in the overall retiree healthcare liability for Police. The AAL savings will increase to \$123.0 million by FY 2022-23. This will substantially improve the City's Net Position on a go-forward basis.

Table 4 - Actuarial Accrued Liability

(\$ in Millions)	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Current Plan AAL	\$398.27	\$418.84	\$440.15	\$461.88	\$483.69
New Plan AAL	\$398.27	\$323.01	\$335.62	\$348.29	\$360.69
Savings	\$0.00	(\$95.83)	(\$104.53)	(\$113.59)	(\$123.00)

PUBLIC OUTREACH / INTEREST

No public outreach is required other than posting on the City's website.

SUSTAINABLE OPPORTUNITIES

Economic: There are no economic opportunities associated with this report.

Environmental: There are no environmental opportunities associated with this report

Social Equity: There are no social equity opportunities associated with this report.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council:

- 1) Adopt A Resolution Approving The Tentative Agreement To The Memorandum Of Understanding Between The City Of Oakland And The Oakland Police Officers Association Representing Employees In Representation Unit PP1 And PT1 Upon Ratification To June 30, 2024;
- 2) Amend Salary Schedule Of Ordinance 12187 C.M.S. (The Salary Ordinance) To Provide Wage Increase To Represented Employees In Representation Units PP1 And PT1 Pursuant To The Memorandum Of Understanding Between The City Of Oakland And The Oakland Police Officers Association As Follows: Increase Of 0% Effective July 2019; Increase Of 2.5% Effective The First Pay Period In July 2020; An Increase Of 3% Effective The First Pay Period In July 2021; An Increase Of 3.5% Effective The First Pay Period In July 2022; And An Increase Of 3.5% Effective The First Pay Period In July 2023;
- 3) Adopt A Resolution Approving The Tentative Agreement To The Memorandum Of Understanding Between The City Of Oakland And The Oakland Police Management Association For Represented Employees In Classifications In Unit UN2, And Approve The Same Salary Increases And Terms And Conditions Of Employment For The Unrepresented Unit UN1 Classification Chief Of Police, Assistant, And The Same Salary Increases For The Salary Range Of The Unrepresented In Unit UN1 Classification Chief Of Police Upon Ratification Through June 30, 2024;
- 4) Amend Salary Schedule Of Ordinance 12187 C.M.S. ("Salary Ordinance") To Provide Wage Increases To The Salaries Of Certain Sworn Employees Pursuant To The Memorandum Of Understanding Between The City Of Oakland And The Oakland Police Management Association And The Unrepresented Chief Of Police, Assistant, And The Unrepresented Salary Range Of The Chief Of Police; The Wage Increases Shall Be As Follows: Increase Of 0% Effective July 2019; Increase Of 2.5% Effective The First Pay Period In July 2020; Increase Of 3% Effective The First Pay Period In

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July 2021; Increase Of 3.5% Effective The First Pay Period In July 2022; And Increase Of 3.5% Effective The First Pay Period In July 2023.

For questions regarding this report, please contact Ian Appleyard, Director of Human Resources at (510) 238-6450 or Allyson Cook, Assistant Director, Human Resources Management (510) 238-6466.

Respectfully submitted,



for

Ian Appleyard
Director
Human Resources Management

Prepared by:
Allyson E. Cook, Assistant Director
HRM/Employee Relations

Attachments:

Tentative Agreement Between the City and OPOA
Resolution for OPOA
Resolution for OPMA
Salary Ordinance for OPOA
Salary Ordinance for OPMA
List of Classifications

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OPOA & City of Oakland

MOU Extension

Tentative Agreement

1. Term

5 years.

2. Retiree Health for Active & Retired – “Retention 21 Plan”

- a. For existing retirees and bargaining unit members as of December 31, 2018 (as defined below), the City shall reimburse retiree health premiums up to a maximum of the City’s 2020 contribution toward the Kaiser Bay Area Premium for employee + 1 (two party) (as defined below).
- b. This benefit will be limited to the following qualified individuals:
 - i. All employees in the bargaining units represented by the OPOA with a hire date on or before December 31st, 2018, who remain employed by the City with no break in service until retirement, and who retire directly from the City; and,
 - ii. All existing retirees who retired directly from the City of Oakland, specifically from bargaining units represented by the OPOA.
- c. The City shall maintain its contract with CalPERS to provide medical benefits and include in the retiree health benefit, the statutory PEMHCA minimum payment.
- d. For retirees covered by this section, the City’s monthly retiree health benefit shall be up to a maximum of the City’s 2020 contribution for Kaiser Bay Area Premium for employee + 1 (two party) (inclusive of the statutory minimum) and paid as follows:
 - i. Pre-Medicare Eligible: Employee + 1 Monthly 2020 retiree medical contribution for Kaiser Bay Area Basic Premium.
 - ii. Medicare Eligible: Employee + 1 Monthly 2020 retiree medical contribution for Kaiser Senior Advantage Supplemental Plan. [Occurs when both parties are Medicare eligible.]
 - iii. Combination Eligible: Employee + 1 Monthly 2020 retiree medical contribution for Kaiser/Kaiser Senior Advantage at the “Combination Monthly Rate”. [Occurs when 1 party is Medicare eligible and the dependent is not Medicare eligible.]
- e. The retiree health benefit negotiated by the parties and described in this tentative agreement for existing retirees and for employees with a hire date on or before December 31, 2018 shall be fully vested in the qualified

individuals and their eligible surviving beneficiaries. In consideration for the modification of the existing retiree health benefit, the parties intend and hereby grant a vested contractual right to a lifetime retiree medical benefit for qualified employees, retirees and their beneficiaries and does not establish a statutory right pursuant to the Government Code via the City's contract for medical benefits with CalPERS.

- f. This benefit requires continuous service until retirement. If an employee separates from employment and is rehired by the City as an employee in a bargaining unit represented by the OPOA, the employee's "hire date" for purposes of determining retiree health benefit eligibility, including the vesting described above, shall be the date of rehire.
- g. Active members will maintain healthcare benefits (currently capped at Kaiser Bay Area) paid through a cafeteria plan.

3. Retiree Health – New Employees

- a. The City shall provide the statutory minimum PEMHCA benefit for eligible employees represented by OPOA hired on or after January 1, 2019 (including eligible employees who separate from employment and are rehired on or after January 1, 2019) and who retire directly from the City .
- b. Employees who retire directly from the City of Oakland with ten (10) or more years of service shall be entitled to an additional \$425.40 for the purchase of medical coverage.
- c. The ten (10) year service requirement shall not apply to any member that is granted a service-connected disability retirement.

4. Retiree Medical Trust (RMT)

- a. Year #2 City pays \$1,000.00 per member into an RMT in the first pay period in July of 2020. To be eligible for this payment, an OPOA member must be employed with the City on July 1, 2020.
- b. Year #3 City pays \$1,000.00 per member into an RMT in the first pay period in July of 2021. To be eligible for this payment, an OPOA member must be employed with the City on July 1, 2021.
- c. OPOA to have option during term of agreement, to direct the City to make additional employee paid monthly pre-tax contributions to an RMT.

5. Retiree Health - "Me Too" with Local 55 due to contract arbitration

Language to be negotiated. Should the Arbitrator award Local 55 a more favorable retiree medical plan, OPOA shall have the option to move to that plan.

6. CalPERS OPEB trust

The retiree medical relief (OPEB relief) is intended to reduce the City's retiree medical cost from the 2018 cost. For the life of the contract, each year, the City will contribute the difference between that year's Pay-As-You-Go retiree medical cost and the 2018 Pay-As-You-Go retiree medical cost (i.e., 2018 PayGo minus current year PayGo) to a Section 115 Trust for the payment of retiree medical benefits for OPOA members. There will be no payment if the current year Pay-As-You-Go cost exceed the 2018 Pay-As-You-Go cost. Moreover, in the event the Actuarially Required Contribution (ARC) is less than the difference in Pay-Go amounts, the City will contribute the ARC.

7. Work Comp Carve Out – Alternative Dispute Resolution (ADR)

The City agrees to engage in discussions to create a workers' compensation carve-out program.

8. Longevity

Effective July 1 2019 the City will double the current flat rate longevity payments in the MOU on all tiers.

9. Vacation Language

The Parties will draft language in the MOU regarding vacation to ensure it is in line with the current practice of vacation draw, use and accrual.

10. Uniform Allowance

OPOA Uniform Allowance will increase to \$1,200.00 effective July 2019.

11. Payment of Uniform & Longevity (New Structure)

Longevity pay and uniform allowance will be paid on the second payroll in July of each year. Payments to be reported to CalPERS when earned to conform to CalPERS Regulations.

12. Self-Improvement Incentives (POST / Education)

Upon ratification of the MOU by OPOA members and City Council, the City shall increase Advanced POST by 2.5%. PMA MOU to include Advanced POST Certificate Incentive of 2.5%.

13. COLAs (Effective first pay period in July of each year)

2019 - 0%
2020 – 2.5%
2021 – 3%
2022 – 3.5%
2023 – 3.5%

14. Constructive Receipt

The Parties will draft and negotiate language regarding constructive receipt

15. Holidays

Admissions day will be replaced by Cesar Chavez Day effective January 1, 2019.

16. Janus Language

The Parties will draft language in response to the *Janus* decision

17. PMA "Me Too"

The terms agreed to, if applicable, will apply to OPMA.

18. Status Quo

The remaining terms of the MOU are status quo for the life of the POA and PMA contracts.

19. Ratification


The agreement is subject to ratification of the OPOA membership and City Council


CITY OF OAKLAND:

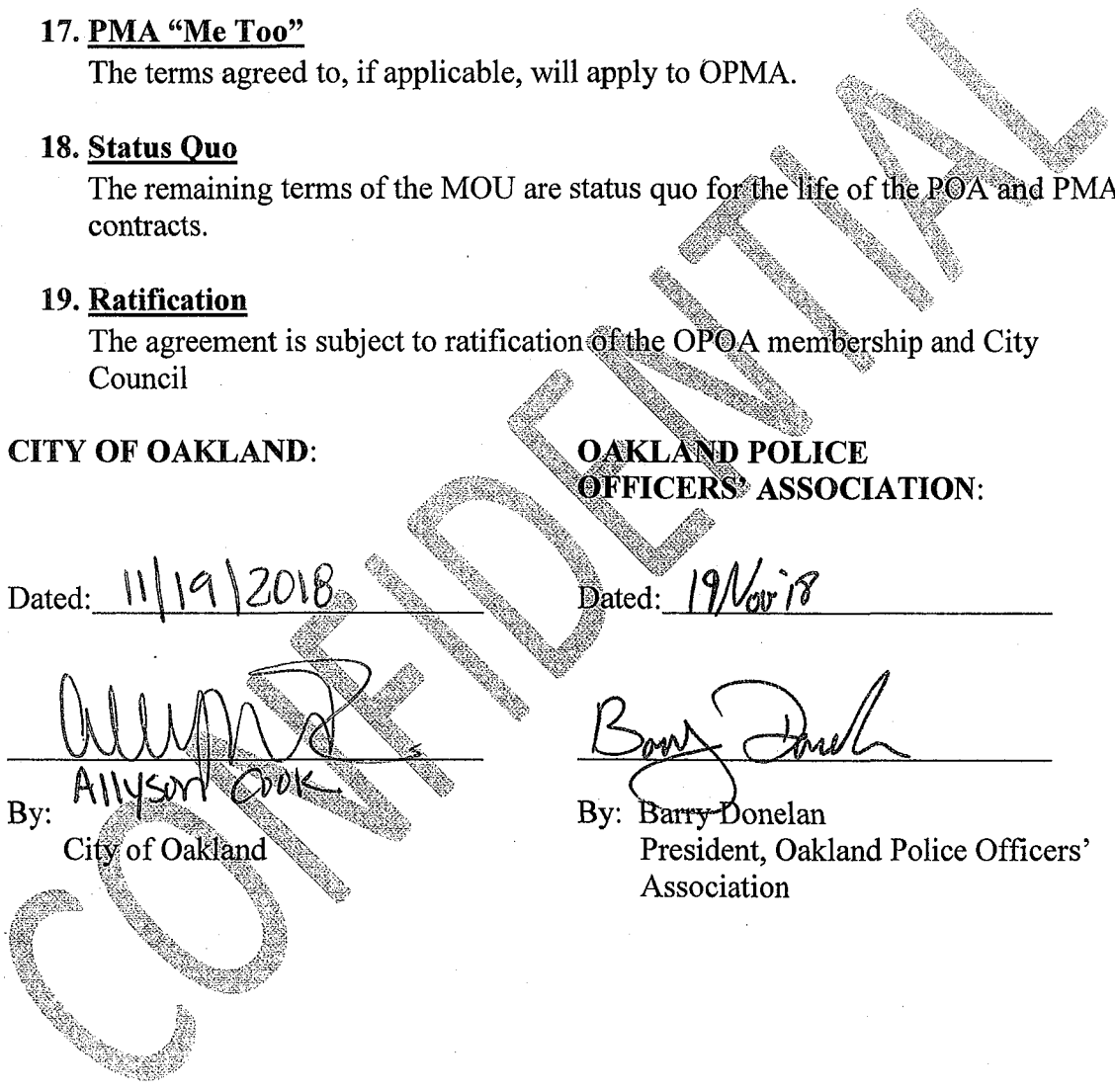
OAKLAND POLICE OFFICERS' ASSOCIATION:

Dated: 11/19/2018

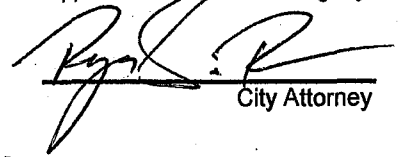
Dated: 19 Nov 18


By: Allyson Cook
City of Oakland


By: Barry Donelan
President, Oakland Police Officers' Association



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City Attorney

RESOLUTION No. _____ C.M.S.

RESOLUTION APPROVING THE TENTATIVE AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE OAKLAND POLICE OFFICERS' ASSOCIATION REPRESENTING EMPLOYEES IN REPRESENTATION UNITS PP1 AND PT1 UPON RATIFICATION THROUGH JUNE 30, 2024

WHEREAS, the Tentative Agreement to the Memorandum of Understanding between the City of Oakland and the Oakland Police Officers' Association ("OPOA"), has been presented to the City Council for determination pursuant to Section 3505.1 of the Government Code of the State of California; and

WHEREAS, the key provisions of the Tentative Agreement to the Memorandum of Understanding are described in the Report from the City Administrator dated November 20, 2018; and

WHEREAS, the terms and conditions contained in said Tentative Agreement to the Memorandum of Understanding are in the best interests of the City; now, therefore, be it

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

FURTHER RESOLVED: That the provisions of said Tentative Agreement to the Memorandum of Understanding are effective upon ratification.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN, and PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California