



AGENDA REPORT


TO: Jestin D. Johnson
City Administrator

FROM: Mary Hao
Human Resources Director

SUBJECT: Approve the Memoranda of Understanding Between the City of Oakland and Miscellaneous Unions

DATE: September 3, 2025

City Administrator Approval


Jestin Johnson (Sep 11, 2025 06:32:38 PDT)

Date: Sep 11, 2025

RECOMMENDATION

Staff Recommends That The City Council Adopt The Following Pieces Of Legislation:

1. Resolution Approving the Memorandum of Understanding Between The City of Oakland And The Confidential Management Employees Association ("CMEA") Representing Employees In Representation Unit U31 Covering The Period of July 1, 2025, To June 30, 2026;
2. Resolution Approving the Memorandum of Understanding Between The City of Oakland And The International Brotherhood of Electrical Workers ("IBEW"), Local 1245, Representing Employees In Representation Units IE1 and TV1, Covering The Period Of July 1, 2025, To June 30, 2026;
3. Resolution Approving the Memorandum of Understanding Between The City of Oakland And The International Federation Of Professional & Technical Engineers ("IFPTE"), Local 21, Representing Employees In Representation Units TA1, TF1, TM1, TM2, TW1, U41, UH1, UM1, And UM2, Covering The Period Of July 1, 2025, To June 30, 2026; And
4. Resolution Approving the Memorandum of Understanding Between The City of Oakland And The Service Employees International Union ("SEIU"), Local 1021 Representing Employees In Representation Units SB1, SC1, SD1, And SI1 Covering The Period Of July 1, 2025, To June 30, 2026.

EXECUTIVE SUMMARY

The City of Oakland has reached tentative agreements on a one-year successor memoranda of understanding ("MOU" or "agreements") with all four (4) miscellaneous unions: the Confidential Management Employees Association ("CMEA") (**Attachment A**), the International Brotherhood of Electrical Workers ("IBEW"), Local 1245 (**Attachment B**), the International Federation of Professional and Technical Engineers ("IFPTE"), Local 21 (**Attachment C**), and the Service Employees International Union ("SEIU"), Local 1021 (**Attachment D**). The terms of the agreements with CMEA, IBEW, Local 1245, IFPTE, Local 21, and SEIU, Local 1021 are from July 1, 2025, through June 30, 2026. The parties have agreed to a one-time signing bonus and a wage increase, up to 3%, conditioned on the City's FY 2025-2026 General Purpose Fund's unrestricted revenue exceeding the FY 2025-2026 General Purpose Fund's unrestricted revenue in the

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September 15, 2025

adopted FY 2025-2026 adopted policy budget, as reported in the City's FY 2025-2026 Quarter 3 Revenue and Expenditures Report and Audited Financial Report.

The City Administrator, pursuant to [City Ordinance 12903 C.M.S.](#), has authorized the same one-time signing bonus and potential triggered wage increase, select benefits, and other terms and conditions of employment that are provided to represented employees in Service Employees International Union, Local 1021, International Federation of Professional and Technical Engineers, Local 21, International Brotherhood of Electrical Workers, Local 1245, and the Confidential Management Employees Association, to certain miscellaneous unrepresented employees in classifications in Units CON, TL1, U51, UG1, UK1, UK2, and UP1, effective on the same dates.

BACKGROUND/LEGISLATIVE HISTORY

The current Memoranda of Understanding ("MOU") between the City of Oakland and each of the four aforementioned Miscellaneous unions expired on June 30, 2025. Between August - September 2025, the City and CMEA, IBEW, Local 1245, IFPTE, Local 21, and SEIU, Local 1021 reached tentative agreements on a one-year successor MOU that provides a one-time signing bonus of between \$750 and \$3,000 depending on the job status of the represented and unrepresented employees (**Attachments E - I**). The one-time signing bonus would be effective the first full pay period following final adoption by the City Council and requires that to be eligible, the employee must be in active status or non-pay status for the entire pay period for which the bonus is paid and must be either a permanent full-time, permanent part-time, or a temporary part-time employee. The parties also agreed to a wage increase trigger which would be based upon the City exceeding its FY 2025-2026 General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds), as approved in the FY 2025-26 Adopted Policy Budget. If the City's General Purpose Fund unrestricted revenues, in the Third Quarter Revenue and Expenditure Report for FY 2025-2026 and/or the audited actuals for FY 2025-2026, exceed the General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds) for FY 2025-26 as approved in the FY 2025-26 Adopted Policy Budget, then wage increases of up to 3% total may be extended to employees. The City Administrator has authorized the same one-time signing bonus and triggered wage increase terms to be extended to certain miscellaneous unrepresented employees, effective on the same dates.

[City Ordinance No. 12903 C.M.S.](#), adopted on November 18, 2008, established the City Council's compensation policies and provisions for City Employees, Officials, and Officers. The Ordinance memorializes the authority and discretion the City Council has granted to the City Administrator regarding fixing compensation and supplements City Ordinance No. 12187 C.M.S. (**Attachment J**). [Ordinance No. 12903 C.M.S.](#), Section 1.20 states, in part, "Ordinance No. 12187 thereby gives the City Administrator the discretion to grant unrepresented employees the same compensation and other terms and conditions of employment that are provided to represented employees under MOUs, or to provide unrepresented employees less compensation than the compensation that is provided to represented employees in each category or type of compensation."

ANALYSIS AND POLICY ALTERNATIVES

Approval of the Resolutions is necessary to adopt the MOUs between the City and CMEA (**Attachment K**), IBEW, Local 1245 (**Attachment L**), IFPTE, Local 21 (**Attachment M**), and SEIU, Local 1021 (**Attachment N**).

By the time this item is scheduled for ratification with the City Council, it is expected that most miscellaneous unions will have ratified their respective tentative agreements with their members. These negotiated MOUs that include terms and conditions for represented employees, support the citywide priority of being a **responsive, trustworthy government** by providing the most recent efforts by the City of Oakland related to collective bargaining processes. The following is a summary of the key provisions of the tentative agreements, excluding the numerous tentative agreements reached on non-substantive, cleanup language:

For CMEA, IBEW, Local 1245, IFPTE, Local 21, SEIU, Local 1021, and Employees in Certain Unrepresented Classifications:

Compensation:

One-Time Signing Bonus. A one-time signing bonus, not subject to CalPERS, to Employees In Representation Units in active status or non-pay status for the entire pay period for which the bonus is paid. Employees must either be permanent full-time, permanent part-time, or temporary part-time. The bonus will be paid to eligible employees as follows:

- \$3,000 for permanent full-time employees or
- \$2,500 for permanent part-time employees or

For SEIU and certain unrepresented employees, additional provisions apply:

- \$1,500 for temporary part-time employees who were paid for 480 hours or more from September 14, 2024, through September 12, 2025, or
- \$750 for temporary part-time employees who were paid for between 20 hours to 479 hours from September 14, 2024, through September 12, 2025.

The One-Time Signing Bonus is subject to required tax deduction and may be paid in an off-cycle payment.

Triggered Salary Increase:

If the FY 2025-2026 General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds), as forecast in the Third Quarter Revenue and Expenditure Report for FY 2025-2026, exceed the General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds) for FY 2025-26 as approved in the FY 2025-26 Adopted Policy Budget, then for every \$150,000 in excess revenues the City shall provide an increase in wages of 0.05%, not to exceed 3%, effective the pay period beginning Saturday May 23, 2026.

If the FY 2025-2026 General Purpose Fund unrestricted revenues (excluding Real Property, Sales Legal Settlements and Insurance Proceeds), in the audited actuals for FY 2025-2026, exceed the General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds) for FY 2025-26 as approved in the FY 2025-26 Adopted Policy Budget, then for every \$150,000 in excess revenues the City shall provide an increase in wages of 0.05%, less any increase that was already provided based upon the Third Quarter Revenue and Expenditure Report as provided for in the preceding paragraph, and not to exceed 3% in total including any percentage provided in the paragraph above, such additional increase shall be effective the first full pay period after December 31, 2026.

Duration: The duration of the successor MOUs with CMEA, IBEW, Local 1245, IFPTE, Local 21, and SEIU, Local 1021 is from July 1, 2025, through June 30, 2026.

Unrepresented Employees:

Pursuant to [City Ordinance No. 12903 C.M.S.](#), the City Administrator has sole discretion to grant employees in certain unrepresented classifications in units CON, TL1, U51, UG1, UK1, UK2, and UP1 the same or lesser compensation (and other select terms and conditions of employment) as provided to represented employees in Service Employees International Union, Local 1021, International Federation of Professional and Technical Engineers, Local 21, International Brotherhood of Electrical Workers, Local 1245, and the Confidential Management Employees Association.

For CMEA only:

Article 9.7: FMLA/CFRA, Pregnancy Disability Leave. This section references the intent to include U31 members as eligible for SDI upon completion of the negotiated six-month transition from the current disability insurance program to the California SDI program, subject to eligibility requirements as established by the State of California's Employment Development Department.

Article 9.7.2: Paid Family Leave for Baby Bonding. Allows represented employees the ability to choose to use any accrued leave to care for either themselves or an eligible family member with no requirement to use all but ten (10) days of their accrued sick leave first.

Article 14.8: Reduction in Force/Layoff (Civil Service Employees). Provides advance notice of the financial planning that considers potential layoffs at least ninety (90) calendar days in advance. This is an increase to the notice requirement from sixty (60) calendar days to ninety (90). This section also explains that no permanent unit member in the affected classification shall be laid off

while there are temporary or probationary employees working in the impacted classification. This section also requires the city to make reasonable efforts to “redeploy” qualified staff who have been laid off from City employment. The section provides a thirty (30) calendar day notice prior to the anticipated implementation date of reductions, or when the City has knowledge of anticipated reductions in potentially impacted classifications, whichever is later.

Article 9.9: Disability Insurance. Allows an employee to supplement disability benefits with any accrued leave that the employee is otherwise eligible to use during a disability claim.

Article 8.10: Disability Insurance. Provides the opportunity for represented members to meet and confer concerning enrollment into the California State Disability Insurance (SDI) Program within sixty (60) days of contract ratification.

Article 10.1.2: Additional Vacation Accrual. Provides the opportunity for new employees who possess relevant years of service with a prior public sector employer, the ability to request to accrue vacation at a higher rate other than the initial rate, but not to exceed fifteen (15) days per year.

Article 9.14: Traumatic Incident Leave. Allows unit members who, during their scheduled workday, become personally involved in or personally observe a ‘traumatic incident’ access to Employee Assistance Programs (EAP) services; the ability to use sick leave on the date of the event for the remainder of that workday; and/or upon authorization, the ability to use paid leave (when applicable). Examples of what defines a traumatic incident are also highlighted in this section. This section does not expand a member’s right to workers’ compensation.

Letter of Understanding (LOU):

Telecommuting. Expands the options to telecommute to employees under certain conditions. Adds thirty (30) calendar day timeframe for responses on telecommute applications. Prohibits employees from working remotely outside the state of California, with limited exceptions. Establishes an agreement between the Union and City to meet on revisions to AI 594 regarding the city’s telecommute policy. This LOU expires on June 30, 2026.

For IBEW, Local 1245 only:

Article 11.10: Reduction in Force. Provides advance notice of the financial planning that considers potential layoffs at least ninety (90) calendar days in advance. This is an increase to the notice requirement from sixty (60) calendar days to ninety (90). This section also explains that no permanent unit member in the affected classification shall be laid off while there are temporary or probationary employees working in the impacted classification. The section

provides a thirty (30) calendar day notice prior to the anticipated implementation date of reductions, or when the City has knowledge of anticipated reductions in potentially impacted classifications, whichever is later.

Article 7.2.2: Entitlement. Provides bereavement leave to eligible members after 30 days of hire. Employees are not required to take the leave consecutively but must take it within three (3) months of the death of the family member.

For IFPTE, Local 21 only:

Article 4.11: Employee Notification of Representation. Provides the Union with monthly reports with the total amount earned within the pay period for every represented employee, and annual earnings for each represented employee in the bargaining unit annually, every February 28th. Provides the Union with monthly reports with the total amount earned within the pay period for every represented employee, and annual earnings for each represented employee in the bargaining unit annually, every February 28th.

Article 5.5.10: Additional Engineer License Incentives. Requires departments to verify and approve employee requests for the various engineer license incentives outlined in this section within thirty days of complete submission to supervisors.

Article 5.8.2: Clipper BayPass. The City agrees to discuss the feasibility of participating in the Clipper BayPass Pilot Program offered by the Metropolitan Transportation Commission, while maintaining the existing A.C. Transit EasyPass Program outlined in Article 5.8.1.

Article 8.10: State Disability Insurance. The City agrees to meet and confer with the Union within 60 days of ratification over enrolling represented members into the State Disability Insurance (SDI) Program administered by the Employment Development Department. If mutually agreed-upon to transition represented employees from City-provided disability insurance coverage to SDI, there will be a 6-month transition period to transition to SDI, and represented employees will bear the cost of participating in SDI. The City will continue to pay the cost of represented employee participation in the established disability insurance program.

Article 9.15: Accrual Cash Out Upon Transfer. Represented employees transferring into a classification without the same leave benefits categories in the new classification, with leave balances that exceed 125 hours, will have the option to cash out the leave balance in no more than two increments within 24 months of starting the new position.

Article 13.3: Alternative Work Scheduling. Extends alternative work schedule options to represented employees to include a 4/37.5, where an employee could request to work four days per week for a total of 37.5 hours in the workweek.

Article 14.11.1: Review of Proposed Contracts. Provides the Union with reports of contracts executed between 1/1/25 - 6/30/25 in the first quarter of 2026, and reports of contracts executed between 7/1/25 - 12/31/25 prior to the expiration of the contract on June 30, 2026, and stipulates reports will include vendor name, description of service, department, and amount.

Article 14.9: Reduction in Force. In the event of a Reduction in Force (RIF), the City is required to advise the Union of financial planning that contemplates reduction of staff represented by the Union at least 90 calendar days in advance; Codifies that no permanent member in an affected classification will be laid off while there are temporary or probationary employees in the same class; Stipulates that the City will make reasonable efforts to “redeploy” qualified individuals who have been laid off from City employment. The section addressing “redeployment” sunsets on December 31, 2026. Stipulates that the City will provide the Union with an unofficial seniority list within 30 calendar days prior to the implementation date of reductions or when the City has knowledge of anticipated reductions and provides affected unit members with 30 calendar days’ notice of any reduction in force.

Article 18.18: Termination. The probationary period for represented employees in Unit TM1 for Deputy City Attorneys decreases from 24 months to 12 months of City service, with the right to extend the entry probationary period by up to 2 six-month periods for a total probationary period of 24 months.

Letter of Understanding (LOU):

Telecommuting. Extends the existing LOU for one-year. Stipulates employees may choose a telecommute schedule that allows telecommuting 2 workdays per work week, and that this applies to all classifications where telecommuting is feasible and consistent with AI 594. Allows employees who are pregnant or returning to work following leave for baby bonding, to telecommute up to 5 workdays per work week subject to the terms contained in the LOU. Provides thirty (30) calendar day timeframe for responses on telecommute applications. Denial of telecommuting requires a written justification and cannot be arbitrary or capricious. Disputes regarding telecommute requests go to the Human Resources Director or designee. The Human Resource Director’s or designee’s decision is final. Prohibits employees from working remotely outside the state of California, with limited exceptions. This LOU expires on June 30, 2026.

Side Letter Agreement:

OPD Civilianization. The City will meet and confer with the Union on items within the scope of representation, and topics to discuss will include the Union's proposal seeking civilianization of Intake Technicians, Fleet Compliance Coordinator, Complaint Investigator II and III, and Public Information Officer.

For SEIU, Local 1021 only:

Article 3.7: Distribution of Information. Added a new section on Paid Administrative Leave Report. Upon request, the City shall provide the union a 3-month paid administrative leave report in March, June, September, and December each year.

Article 5.5.1: Special Premium Pay. The classification of Library Aide was added to the list of classifications eligible for in charge of a branch library premium pay.

Article 5.5.10: Special Premium Pay for Temporary Part-Time Unit Members. The classification of Library Aide was added to the list of classifications eligible for in charge of a branch library premium pay.

Article 5.6.5: Safety Shoe Voucher. Added three classifications (Community Intervention Specialist, Emergency Medical Technician, and Parking Control Technician II) to the list of classifications that are eligible for an annual \$200 safety shoe reimbursement voucher. Added two classifications (Street Sweeper Operator and Heavy Equipment Operator when assigned to KOCB) that are eligible for a second voucher annually.

Article 14.2: Reduction in Force. City will advise the Union of financial planning that contemplates the reduction of unit members at least 120 calendar days in advance. Increased notice to union members in the affected classifications from 2 weeks to 35 calendar days. Extends "redeploy" language until June 30, 2026.

Article 14.4.3: Injury or Illness During Probation. If a unit member has been unable to perform the full duties of the position for a period of 30 days or more because of injury or illness, the City may extend the entry and promotional probationary periods by the period of time listed as a result of such illness or injury.

Article 14.5.1.1: Notice of Administrative Interview. Except in cases of gross misconduct, witnesses employed in the Police Department subject to an internal affairs investigation shall receive 3 working days' written notification of the administrative interview.

Article 14.14: Professional Development Reimbursement. City reserves the right to add classifications that are eligible for professional development reimbursement during the term of the contract with the City Administrator's approval.

Article 14.19.5: Paid Administrative Leave. Employees on Paid Administrative Leave will be paid at their regular rate of pay, including all differentials and premiums to which they would normally be entitled.

Article 14.26: Temporary Part-Time Paid Administrative Leave for a Personnel Investigation. Temporary Part-time employees placed on paid administrative leave for a personnel investigation will be compensated for all scheduled shifts during the pay period they are placed on administrative leave.

Appendices: Appendix C Professional Development Classifications. Adds the following classifications: Family Services Specialist, Fire Communication Dispatcher, Head Start/Early Head Start Assistant Instructor, Head Start/Early Head Start Associate Instructor, Home Based Visitor, and Police Communication Dispatcher, to the list of classifications eligible to receive professional development reimbursement.

Side Letter Agreements:

City Guidance and Employee Training Regarding Federal Immigration Enforcement in the Workplace. City will establish guidelines for employees to follow in the event of federal immigration enforcement activities in the workplace. Draft guidelines will be shared with the Union within 60 days of ratification of the MOU. Training will be made available to staff, with initial priority for classifications that provide direct program or services to the public.

Measure C First 5 Alameda. In the event the City is awarded an emergency Measure C grant through First 5 Alameda, the City agrees to meet and confer with the union if the grant award directly affects the wages of Head Start Childcare Center workers.

Letter of Understanding (LOU):

Telecommute. Provides thirty (30) calendar day timeframe for responses on telecommute applications. Denial of telecommuting requires a written justification and cannot be arbitrary or capricious. Disputes regarding telecommute requests go to the Human Resources Director or designee. The Human Resource Director's or designee's decision is final. Prohibits employees from working remotely outside the state of California, with limited exceptions. This LOU expires on June 30, 2026.

FISCAL IMPACT

The Costs of the newly agreed-upon and one-year successor labor agreements are summarized in the Table below, represented in Thousands of Dollars for clarity, for the Current Fiscal Year. The costs include changes to Premiums and other Economic Items that are guaranteed by the agreements. The resource supporting these costs, which are largely one-time in nature, is estimated to be the FY 2024-25 unallocated fund balance derived from unanticipated Real Estate Transfer Tax. They do not include the costs of items which may result from the revenue trigger language included in the agreements.

UNIT	COST
CMEA	\$140,800
IBEW 1245	\$54,400
Local 1021	\$5,360,704
Local 21	\$4,279,424
Unrepresented	\$384,352
Grand Total	\$10,219,680

The revenue trigger language may result in additional annual costs (as noted in the table below) if the conditions of the trigger are fully (and maximally) met. Specifically, this would require FY 2025-2026 General Purpose Fund unrestricted revenues (excluding Real Property Sales, Legal Settlements, and Insurance Proceeds) to exceed budget by \$9 million. The impact to the GPF could be smaller or zero dollars depending on the amount by which GPF revenues exceed the budget.

UNIT	COST
CMEA	\$299,675
IBEW 1245	\$100,757
Local 1021	\$6,047,234
Local 21	\$7,752,886
Unrepresented	\$670,450
Grand Total	\$14,871,001

The timing of this annual costing and thus the fiscal year impacts could vary. Should the excess revenue be forecast in the Third Quarter Revenue and Expenditure Report the increase would be effective May 23, 2026, impacting three (3) pay periods of FY 2025-26 and subsequent years. Should the excess revenue be determined based on audited actuals, then the increase would be effective in January 2027, impacting FY 2026-27 unrestricted revenues.

COORDINATION

This report was developed in coordination with information provided by the Budget Division of the Finance Department in relation to staffing costs and the City's fiscal budget.

PUBLIC OUTREACH / INTEREST

No outreach was deemed necessary for the proposed policy action beyond the standard City Council agenda noticing procedures.

SUSTAINABLE OPPORTUNITIES

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

Environmental: There are no environmental opportunities associated with this report.

Race and Equity: There are no race and equity opportunities associated with this report.

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends That The City Council Adopt The Following Pieces Of Legislation:

1. Resolution Approving the Memorandum of Understanding Between The City of Oakland And The Confidential Management Employees Association ("CMEA") Representing Employees In Representation Unit U31 Covering The Period of July 1, 2025, To June 30, 2026;
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3. Resolution Approving the Memorandum of Understanding Between The City of Oakland And The International Federation Of Professional & Technical Engineers ("IFPTE"), Local 21, Representing Employees In Representation Units TA1, TF1, TM1, TM2, TW1, U41, UH1, UM1, And UM2, Covering The Period Of July 1, 2025, To June 30, 2026; And
4. Resolution Approving the Memorandum of Understanding Between The City of Oakland And The Service Employees International Union ("SEIU"), Local 1021 Representing Employees In Representation Units SB1, SC1, SD1, And SI1 Covering The Period Of July 1, 2025, To June 30, 2026.

Jestin D. Johnson, City Administrator

Subject: Approve the Memoranda of Understanding Between the City of Oakland and
Miscellaneous Unions

Date: September 3, 2025

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For questions regarding this report, please contact Mary Hao, Human Resources Director, at (510) 238-6450.

Respectfully submitted,



Mary Hao
Human Resources Director
Human Resources Management

Attachments (14):

- A: Tentative Agreement Between the City and CMEA
- B: Tentative Agreement Between the City and IBEW, Local 1245
- C: Tentative Agreement Between the City and IFPTE, Local 21
- D: Tentative Agreement Between the City and SEIU, Local 1021
- E: CMEA Job Classifications
- F: IBEW, Local 1245 Job Classifications
- G: IFPTE, Local 21 Job Classifications
- H: SEIU, Local 1021 Job Classifications
- I: Unrepresented Job Classifications
- J: City Ordinance 12187 C.M.S.
- K: Resolution CMEA MOU
- L: Resolution For IBEW, Local 1245 MOU
- M: Resolution For IFPTE, Local 21 MOU
- N: Resolution For SEIU, Local 1021 MOU