

**IAFF, Local 55 & City of Oakland
MOU Extension - Tentative Agreement**

TERM: November 1, 2020 – December 31, 2023

WAGES:

2.9.1 Wage Increases.

Wages for represented unit members covered by this Agreement shall be increased by the following:

- Two and one half percent (2.5%) effective the first full pay period following January 1, 2021. To be eligible, a unit member must be a current employee on January 1, 2021;
- One and one half percent (1.5%) effective the first full pay period following July 1, 2021. To be eligible, a unit member must be a current employee on July 1, 2021;
- Two percent (2%) effective the first full pay period following January 1, 2022. To be eligible, a unit member must be a current employee on January 1, 2022;
- One percent (1.0%) effective the first full pay period following July 1, 2022. To be eligible, a unit member must be a current employee on July 1, 2022; and
- Two percent (2.0%) effective the first full pay period in December 2023. To be eligible, a unit member must be a current employee on December 1, 2023.

MINIMUM STAFFING:

4.2.1 Term of Agreement

This Section 4.2 Staffing Agreement shall become effective on July 1, 2014, and shall remain in effect through June 30, 2037. As part of the parties' comprehensive MOU, the parties agreed to incorporate this Section 4.2 agreement in the comprehensive successor MOU. The parties acknowledge that the 2014 comprehensive successor MOU will terminate before June 30, 2037 and, for that reasons, the parties agree to continue incorporating this Section 4.2: Staffing Agreement in future comprehensive successor MOUs until June 30, 2037.

4.2.8 [NEW SECTION] Temporary Suspension of Minimum Staffing

For any year during which this Section 4.2 Staffing Agreement is in effect, if a Severe Financial Event occurs that adversely impacts the General Purpose Fund so as to prevent the City from budgeting for and maintaining the minimum staffing requirements under this Section 4.2, the City Administrator may temporarily suspend the requirements of this Section 4.2 temporarily reducing the minimum number of fire apparatus regularly and routinely staffed and deployed daily (e.g. apparatus closures and/or rotating apparatus closures).

A "Severe Financial Event" shall be defined as when the General Purpose Fund revenues in the Adopted Budget are less than the current year's revenues and when layoffs or furloughs are noticed to all of the City's labor unions due to adverse financial conditions.

This exception shall apply only if the City Administrator submits a report to the City Council explaining the Severe Financial Event, the steps that were taken by the City to avoid the need to temporarily suspend the minimum staffing provisions, and the steps that will be taken by the City in the future to restore the minimum staffing provisions. Such actions must be taken for each fiscal year in which the City fails to meet the requirements of this Section. Additionally, upon the conclusion of a Severe Financial Event or if the definition of Severe Financial Event is no longer met, the temporary suspension of minimum staffing shall terminate.

If staffing must be reduced due to a Severe Financial Event, the City shall meet with IAFF, Local 55 within thirty days, and every thirty days thereafter, after submitting a report to the City Council to discuss returning staffing to the levels set forth in Section 4.2.

ACTING HIGHER RANK:

IAFF, Local 55 and the City (the Oakland Fire Department) agree to negotiate language to revise the current Acting Higher Rank provisions in the MOU.

RETIREE MEDICAL:

In 2019, the City and IAFF, Local 55 agreed to revise the retiree medical benefit and signed a tentative agreement that contained the essential terms. Those terms must be memorialized in the MOU. Attached please find the City's latest proposal for review and agreement.

HEALTH INSURANCE:

3.1.3 Health Insurance

For active unit members enrolled in a Public Employees' Medical and Hospital Care Act Plan (PEMHCA) medical insurance plan, the City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the ~~contribute toward the premium cost of coverage in PEMHCA on behalf of each active employee and qualified retiree. for employees and dependent coverage. Effective January 1, 2010, the City's contribution~~

In addition, the City and unit members shall make the following contributions towards medical premiums:

- City Contribution: The City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution, shall not exceed 100% of the premium cost of the Kaiser ~~Region 1 Bay Area California~~ PEMHCA health insurance plan ~~available to City employees~~ in each premium category minus the mandatory employee contribution below.
- Mandatory Employee Contribution: Effective the first full pay period in January 2021, the "mandatory employee contribution" shall be five dollars (\$5.00) per pay period (equivalent to \$10.84 monthly).

- Additional Employee Contribution: Unit members who elect a more expensive health plan will ~~if a unit member chooses to participate in a more expensive PEMHCA plan than the Kaiser Bay Area California PEMHCA health insurance plan available to City employees, the unit member shall~~ pay the additional cost of the health insurance plan plus the Mandatory Employee Contribution.

Examples:

1. Kaiser Family Rate is \$1,998.07/month and unit member is enrolled in Kaiser Family:

<u>City Contribution</u>	<u>\$1,987.23/month</u>
<u>Mandatory Employee Contribution:</u>	<u>\$10.84/month</u>
<u>Additional Employee Contribution:</u>	<u>\$0/month</u>
<u>Total Employee Contribution:</u>	<u>\$10.84/month</u>

2. Kaiser Family Rate is \$1,998.07/month; Blue Shield Trio Family Rate is \$2165.80/month; and unit member is enrolled in Blue Shield Trio Family:

<u>City Contribution</u>	<u>\$1,987.23/month</u>
<u>Mandatory Employee Contribution:</u>	<u>\$10.84/month</u>
<u>Additional Employee Contribution:</u>	<u>\$167.73/month</u>
<u>Total Employee Contribution:</u>	<u>\$178.57/month</u>

UNIFORM ALLOWANCE:

2.6.2 Annual Uniform Allowance

The City shall add an annual uniform allowance of \$708.00 to the first full pay period in July 2021 for each bargaining unit member covered by this Memorandum who has completed his/her first full fiscal year of employment.

The City shall add an annual uniform allowance of \$722.00 to the first full pay period in July 2022 for each bargaining unit member covered by this Memorandum who has completed his/her first full fiscal year of employment.

The City shall add an annual uniform allowance of \$743.00 to the first full pay period in July 2023 for each bargaining unit member covered by this Memorandum who has completed his/her first full fiscal year of employment.

EQUITY ADJUSTMENT FOR ENGINEER OF FIRE DEPARTMENT:

[Article TBD] Equity Adjustment

The City shall increase the pay of Engineer of Fire by two percent (2%). The wage increase shall become effective the first full pay period in January 2021. To be eligible for the equity wage adjustment, a unit member must be a current employee on January 1, 2021.

HEALTH REIMBURSEMENT PLAN:

3.7 Health Reimbursement Arrangement

The City agrees to work with IAFF, Local 55 and ICMA to determine whether unit members can make non-elective flat rate contributions to their HRA account. If permissible under the law and plan documents, the City will agree to a flat rate self-contribution from all unit members. **[Language to be Negotiated]**

Effective the first full pay period in November 2020, the City shall contribute a one-time lump sum, non-recurring, and non-pensionable payment of one thousand dollars (\$1,000.00) into the HRA Account of Unit Members in Class 1-2019 (approximately 17 members). To be eligible for this payment, the Unit Member in Class 1-2019 must have been continuously employed from January 1, 2020 through the contribution date and must be enrolled in the Public Employees' Medical and Hospital Care Act (PEMHCA) medical insurance plan as defined in Section 3.1.3.

WATER RESCUE PREMIUM:

Article (TBD) Water Rescue Premium

Effective the first full pay period in January 2021, a bargaining unit member who has completed a Fire Department approved certification programs that include Open Water Rescue Swimmer; Surface Rescue Boat Technician or Swiftwater Boat Operator; Surface Boat Specialist; and Swiftwater Rescue Technician and who, thereafter, maintains current such certifications and is permanently assigned or temporarily assigned to Station 12 shall receive six percent (6%) in addition to his/her regular base rate of pay.

If a bargaining unit member accepts a temporary or TFN assignment at another location, the member shall not receive the Water Rescue Pay premium while serving in the temporary or TFN assignment.

A bargaining unit member who has completed a Fire Department approved certification programs that include Open Water Rescue Swimmer, Surface Rescue Boat Technician or Swiftwater Boat Operator, Surface Boat Specialist, and Swiftwater Rescue Technician program and who, thereafter, maintains current such certification and is temporarily assigned to Station 12 by virtue of classified relief, temporary detail, numbered day relief or vacation relief shall receive six percent (6%) in addition to his/her regular base rate of pay while assigned to Station 12.

[Language to be Further Negotiated if the Water Rescue Station moves]

MENTAL HEALTH TREATMENT:

The City agrees to enter into a Letter of Understanding with IAFF, Local 55 that requires the City and Union to enter into good faith negotiations to create a mental health, post traumatic stress injury (PTSI), and substance abuse treatment program for Unit Members. Upon completion of these negotiations, the City and IAFF, Local 55 may memorialize these terms in a Side Letter. [Letter of Understanding to be Negotiated.]

DENTAL INSURANCE:

3.2 Dental Insurance

For each represented employee, the City shall contribute \$223.00 per month to the dental plan established by the Oakland Firefighters' Health and Welfare Trust ("OFHWT"). Effective January 1, 2023, that amount shall increase to \$226.00 per month for each represented employee.
~~Effective January 1, 2019 for each represented employee, the City shall contribute \$223.00 per month to the dental plan established by the Oakland Firefighters' Health and Welfare Trust ("OFHWT").~~

RATIFICATION/CONDITION

This proposal (and any agreements arising out of) are subject to ratification by IAFF, Local 55 members and City Council. This proposal (and any agreements arising out of) are subject to ratification by IAFF, Local 55 members and City Council. Should this agreement be fully ratified by IAFF, Local 55 and City Council, the Resolution entitled "RESOLUTION APPROVING AN AMENDMENT TO SECTIONS 4.2 OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 55 TO ADD AN ADDITIONAL FIRE ENGINE, ACCOMPANYING STAFF OF ONE OFFICER, ONE ENGINEER, ONE FIREFIGHTER/PARAMEDIC, AND ONE FIREFIGHTER, AND TWO ADDITIONAL RESOURCE OFFICERS" and the Petition for Submission to Voters to Amend the City Charter Article XXVIII Fire and Emergency Medical Services Protection Initiative shall be withdrawn.

CITY OF OAKLAND:

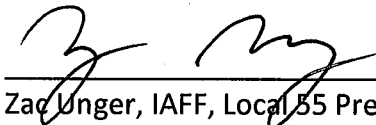
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 55

Dated: 1/23/2020

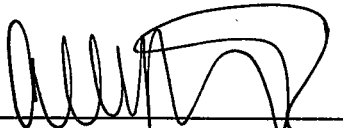
Dated: Jan 23 2020



Sabrina Landreth, City Administrator



Zac Unger, IAFF, Local 55 President



Allyson Cook, Assistant Director, HRM

Dan Robertson, IAFF, Local 55 Vice President