

City of Oakland and IAFF, Local 55
Tentative Agreement Contract Extension

1. Term

Current MOU Expires December 31, 2023

Proposed: June 30, 2026

2. Wage increases

Under the current MOU, the following wage increases are scheduled:

- 7/1/2022 – 1%
- 12/1/2023 – 2%

The Tentative Agreement provides the following wage increases on the first full pay period after:

- 7/1/2022 – 3.5% (increase of 2.5%)
- 7/1/2023 – 3.5% (moved up 6 months and increased 1.5%)
- 7/1/2024 – 3% (new increase)
- 7/1/2025 – 3% (new increase)

3. Education Incentive: Effective July 2023

Effective July 1, 2023, a permanent employee covered by this agreement who has obtained an Associate's degree from an accredited college or university shall receive an additional one percent (1%) of the represented employee's regular base salary. Permanent employees who qualify shall be eligible beginning with the first full pay period after the submission of verification of eligibility.

Effective July 1, 2023, a permanent employee covered by this agreement who has obtained a Bachelor's degree from an accredited college or university shall receive an additional two percent (2%) of the represented employee's regular base salary. Permanent employees who qualify shall be eligible beginning with the first full pay period after the submission of verification of eligibility.

Effective July 1, 2023, a permanent employee covered by this agreement who has obtained a Master's degree from an accredited college or university shall receive an additional four percent (4%) of the represented employee's regular base salary. Permanent employees who qualify shall be eligible beginning with the first full pay period after the submission of verification of eligibility. Education incentives cannot be compounded.

4. 40-hour workweek incentive:

2.8.7 Staff Assignments And Special Assignments.

2.8.7.1 Forty Hour Schedule.

The Chief may assign members to a 40-hour Staff Assignment. Such assignments will normally be filled through an announcement and application process. A bargaining unit member assigned to and serving in a staff assignment with 40 hour work week shall be paid fifteen percent (15%) ~~ten percent (10%)~~ in addition to the unit member's regular base rate of pay. An assignment will only qualify for Staff Assignment Pay if the assignment is identified in writing as a Staff Assignment which qualifies for Staff Assignment Pay (e.g., light-duty or other temporary 40-hour assignments which are not identified in writing as Staff Assignments will not receive Staff Assignment pay).

5. MACRO Support Premium

Article 2.8.3.5 – Mobile Assistance Community Responders of Oakland (MACRO) Support Premium (new section)

To be eligible for this premium, members must possess and maintain the training and certifications as required by the Chief of Fire and be in the rank of Firefighter, Firefighter Paramedic, Lieutenant, or Captain. Starting January 2023, thirty-five (35) unit members will be eligible for this premium and an additional thirty-five (35) will be eligible every calendar year thereafter (i.e., seventy (70) total in January 2024, one hundred and five (105) total in January 2025, etc.). Members must apply for the premium and will be selected based on seniority in the department.

Upon authorization of the Chief of Fire, not to be withheld unreasonably, qualified unit members shall receive the following:

- a. Starting the first full pay period of January 2023, a two percent (2%) premium.
- b. Starting the first full pay period of July 2023, an additional two percent (2%) premium, totaling four percent (4%).
- c. Starting the first full pay period of January 2024, an additional one percent premium, totaling five percent (5%).
- d. Starting the first full pay period of January 2024, members in the rank of Battalion Chief are eligible to receive two percent (2%) incentive if all the above requirements are met.
- e. Note: the Phase-in of the MACRO benefit is for Calendar year 2023 only. Qualified Unit members who begin receiving the benefit on or after January 1, 2024 will receive the full benefit (5% for Firefighter, Firefighter Paramedic, Lieutenant, or Captain; and 2% for Battalion Chiefs)

6. Certification Rule:

4.8.1.1 Certification Of Eligibles To Fill Vacancies.

Rule of ~~Six~~ Five:

In the case of certification from a promotional list to fill a position, for which no reinstatement list exists, the Director of Personnel Resource Management shall certify to the appointing authority the first ~~six (6) ranks~~ ~~five (5) names~~ necessary to fill such position, and, in the case of certification from such list to fill multiple vacancies, the Director of Personnel Resource Management shall certify a number of names equal to the number of vacancies to be filled and four (4) additional ~~ranks~~ ~~names~~; provided, however, that a lesser number may be certified when there is not the required number on the eligible list.

7. Station 2:

Reopen Station 2 effective the latter of July 1, 2023, or when renovations to Stations 16 and 10 are complete. Effective July 2023, increase staffing agreement in 4.2.4 to 25 engine companies.

8. Full Release time for the President

Article 1.7 – Release time for Union President

Starting January 2023, the Union President shall be granted full release from their normal duties at their classification. President shall be assigned to a forty-hour position and receive a seven and a half percent (7.5%) premium to offset the loss of regularly scheduled FLSA overtime. President must maintain all training and certification requirements of their assigned classification.

The President may opt-out annually in alignment with the quarterly bid schedule.

9. Probationary period – Side letters signed.

- Reduce lateral probationary period from 18 to 12 months.
- Reduce incumbent lateral probationary from 18 to 12 months.

10. Time to Hire:

Article 4.4.9

If a permanent vacancy occurs in a promotional rank and an eligibility list exists with more than forty-five (45) calendar days remaining before expiration, the City shall fill the vacancy in accordance with Civil Service Rule 5 within sixty (60) days ~~forty-five (45) calendar days~~ from the date of the permanent vacancy.

11. Mental Health Support for Firefighters

- Allocate \$250,000 a year starting in July 2023. Unused funds will roll-over to the next fiscal year.
- Labor Management Committee to coordinate the RFP and review providers

12. Annual Uniform Allowance.

- July 2022: \$722.00 (existing)
- July 2023: \$743.00 (existing)
- July 2024: \$764.00 (new)
- July 2025: \$785.00 (new)

13. 4.8.4 Announcements and Sign-Ups

Announcements will be ~~posted in~~ e-mailed to all Fire ~~Facilities~~ Stations email addresses, the department distribution list (DL – Fire – All Sworn Staff), and ~~mailed~~ to the Union e-mail address within three (3) days of posting on the City's Employment Opportunities website.

14. 5.4 Scheduling of Physical Exams

Proposed changes: 5.4.2 At least one scheduled regular shift prior to any portion of the physical examination, the City shall notify the bargaining unit member, via Telestaff Outbound Feature, of the date and ~~time of and location for~~ the examination. ~~In addition, the City shall notify the unit member at home or on duty, via the Battalion Chief or designee, of the date, time and location for the examination.~~ For the purpose of physical examination notification, a regular shift shall include prescheduled overtime and shift trades. The physical examination may be completed in one or two sessions. If an additional session is scheduled after the first session, the Department shall notify.

15. 4.2.4.2 Fire Chief's Right to Reassign

4.2.4.2 Fire Chief's Right To Reassign.

Proposed changes: The Fire Chief or designee retains the discretion to temporarily reassign one of the five Firefighters from Truck 1, 2, or 4 (i.e., up to three (3) Firefighters per shift) to other duties as the Fire Chief deems necessary. Such reassignments ~~will~~may be made, without limitation, to increase the Department's coverage and response capability. For the purpose of this Section, "increasing the Department's coverage and response capability" includes, but is not limited to, covering vacancies in other companies after making reasonable efforts to secure backfill per Section 4.2.4 (and no earlier than 4 hours after the vacancy occurs), responding to known hazards, patrolling at risk areas, performing other operational needs, and providing service in geographic areas where hazards are higher than normal on a given day. In addition, the Department may temporarily reassign one (1) of the five (5) Firefighters from Truck 1, 2, or 4 (i.e., up to three (3) Firefighters per shift) to patrol in the interest of public safety and/or fire prevention on "Red Flag" or "High Hazard Days." The Department's dispatch procedures shall prescribe appropriate modified response procedures in the event of such reassignment(s). Whenever the Department intends to reassign an individual from Truck 1, 2 or 4, the Department will contact the Local 55 President or Vice President to inform him or her of the reassignment.

16. 3.7.1 Excess Vacation

On an annual basis, effective each year in the ~~first~~second pay period in June, any employee enrolled in the HRA who has any unused vacation from that year's vacation draw shall have 100% of their unused vacation from that year deposited into the HRA. This includes any unused vacation due to medical leave or industrial injury or illness.

17. 4.6 Transfer and Assignment

4.6 Transfer And Assignment

Except for relief assignments, initial assignments, assignments made in accordance with applicable law, or 40 hour/week assignments ~~for a Battalion Chief~~, all vacancies shall be filled through the Assignment Request Program. For the purposes of this Section, "vacancy" shall mean an open position resulting from promotion, transfer, retirement, separation from service, creation of a new position or death of an incumbent. Vacancies in 40 hour/week assignments ~~for a Battalion Chief~~ shall be filled as described in Section 4.6.1.2. The Department shall fill vacancies before filling routes except in the case of probationary Firefighters.

4.6.1.2 Unit Member Submission Of Transfer Requests

No later than fifteen (15) calendar days after transfer opportunities are posted and opened for bidding in the Telestaff auction feature, any unit member requesting a transfer shall personally enter his/her selection(s) in the Telestaff system. If a unit member selects more than one transfer opportunity, they shall rank their choices in order of preference. Members are solely responsible for the proper input and ranking of Telestaff bid requests and bid cutoff dates set forth in the pertinent A.I.B. are

controlling. A unit member's request for transfer shall be considered only if the unit member meets the written A.I.B. requirements.

Unit members shall submit transfer requests using Telestaff unless precluded from doing so due to injury, illness, military leave, family medical leave or other authorized absence. In such situations, members may email their request to a Telestaff Administrator.

~~A Battalion Chief~~ Members interested in a vacant 40 hour/week staff position shall submit a letter of interest for the vacant position to the Fire Chief or designee. The Fire Chief or designees shall interview the interested ~~Battalion Chiefs~~ applicants and, at ~~her/his~~ their sole discretion, the Fire Chief shall select from the qualified interested ~~Battalion Chiefs~~ applicants.

18. 4.2.4.1 Companies and Bargaining Unit Members Out Of Service

In addition to the seven (7) companies referenced above, the Fire Chief or sworn designee retains the discretion to temporarily "detail" a maximum of five (5) unit members per shift from their normal station assignments for a maximum of eight (8) hours (ten (10) hours for regional training and to act as Assessors for regional jurisdictions' promotional exams) during a twenty-four (24) hour shift.

However, for multi-agency functional exercises (for example, Golden Guardian, Bay-X, Urban Shield and similar exercises), the Chief may detail companies and members for a maximum of twelve (12) hours. Such "detail" assignments shall not create an opportunity for, nor shall the Department be required to backfill the temporarily vacated assignment with classified relief.

19. Additional holiday:

Add an additional holiday in accordance with Article 2.5.3.

- 24 hour shift employees at the rate of 6.75 hours per pay period
- 40 hour per week employees at the rate of 5.19 hours per pay period.

20. Ratification:


This agreement is subject to ratification of the IAFF, Local 55 membership and the City Council in open session. Upon approval by both Parties, an amended MOU will be prepared incorporating the terms set forth herein.


21. Exclusive Application /Non-Waiver:

The Parties acknowledge that there was no formal reopener of the existing MOU in arriving at this Agreement, however, informal dialogue occurred over shared concerns relating to current staffing and mental health support of union members. Unless specifically referenced and/or modified herein, the provisions of the current MOU will remain in effect for the duration of the modified MOU.

FOR THE CITY OF OAKLAND:

FOR IAFF, Local 55


Charles Sakai (Jul 13, 2022 19:57 PDT)


Zac Unger (Jul 13, 2022 17:02 PDT)

Charles Sakai, Chief Negotiator

Zac Unger, President




Seth Olyer (Jul 13, 2022 18:03 PDT)

Ian Appleyard, Human Resources Director

Seth Olyer, Vice President

Jul 13, 2022

Jul 13, 2022

Date

Date