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OAKLAND

2015 NOV -5 PM 3

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Renée Mayne
Employee Relations
Director

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

DATE: November 4, 2015

City Administrator Approval

Date:

11/5/15

RECOMMENDATION

Staff recommends that the City Council Adopt a Resolution Approving the Memorandum of Understanding between the City of Oakland and the Oakland Police Officers Association for Employees in Classifications in Units PP1 and PT1, Covering the Period of July 1, 2015 to June 30, 2019; And Amending Salary Schedule of Ordinance 12187 C.M.S. (The Salary Ordinance) to Increase Salaries by Amounts Pursuant to the Memorandum of Understanding.

EXECUTIVE SUMMARY

The staff recommendation is intended for the City of Oakland to have an amended Memorandum of Understanding (MOU) with wages and other terms and conditions of employment with the Oakland Police Officers Association (OPOA) for employees in classifications in Units PP1 and PT1 for the term of July 1, 2015 through June 30, 2019, including police officers paying a three percent (3.0%) increase annually in their own contributions to CalPERS. The Salary Ordinance will be amended to reflect the proposed four percent (4%) Cost of Living Adjustment (COLA) salary increase for the City's employees in OPOA retroactive to July 1, 2015; four percent (4%) COLA increase effective May 1, 2017; two-and-one-half percent (2.5%) COLA increase effective January 1, 2018; and two-and-one-half percent (2.5%) COLA increase effective January 1, 2019. Additionally, OPOA members will receive equity adjustment salary increases of two-and-one-half percent (2.5%) effective January 1, 2016; one percent (1%) effective January 1, 2017; one percent (1%) effective January 1, 2018; and two percent (2%) effective July 1, 2018.

BACKGROUND/LEGISLATIVE HISTORY

The current Memorandum of Understanding (MOU) between the City of Oakland and the Oakland Police Officers' Association expired on June 30, 2015. Since March 2015, the City and OPOA negotiation teams have met regularly and have signed comprehensive Tentative Agreements on eight (8) MOU articles, one (1) appendix, and one (1) attachment to the MOU. Items of particular significance are:

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1. Grievance and Arbitration - Modifications to the grievance and arbitration procedure that are aimed at a more effective adjudication process;
2. New Police Officer Training Cost - Increase in training cost recoupment from police officers who voluntarily leave city employment within the first five (5) years of hire;
3. Civilianization of the Radio Room - Will replace sergeants with civilian supervisors and allow more sworn personnel to be assigned to the field;
4. Health Insurance Reopener – Allow the option for the City to reopen the MOU in years 3 and 4 to address the cost of health insurance.
5. Four Year Labor Agreement – The terms of the four year agreement are anticipated to promote police officer recruitment and retention.

ANALYSIS

Approval of the proposed resolution is necessary to adopt the MOU between the City and OPOA. The Union's ratification date was Friday, October 30, 2015. The report, ordinance, and resolution are being prepared for City Council approval and authorization following OPOA ratification. The Salary Ordinance amendment requires two (2) City Council readings with the first reading on November 17, 2015, for consideration and approval, and the second reading on December 8, 2015. If for any reason the MOU is not finalized or approved, the Salary Ordinance amendment could be canceled or delayed if required. The following list includes a summary of the key provisions of the tentative agreements:

Article II: Management Rights

The City will increase the notice time from fourteen (14) days to twenty-one (21) days prior to changing an OPOA member's schedule.

The City has the discretion to flex the start times on regularly scheduled days for OPOA members assigned to the Criminal Investigation Division; regularly scheduled days off cannot be changed by the City.

OPOA members, who are involuntarily held over beyond their regular shift or are called back to work, are entitled to a guaranteed eight (8) consecutive hour rest period prior to commencement of their next duty assignment. The members shall advise their supervisor of the need for a rest period.

Article III: Direct Pay for Services

The City shall provide OPOA members with the following COLA salary increases:

- July 1, 2015 – 4.0 percent salary increase
- May 1, 2017 – 4.0 percent salary increase
- January 1, 2018 – 2.5 percent salary increase
- January 1, 2019 – 2.5 percent salary increase

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The City shall provide OPOA members with the following equity adjustment salary increases:

- January 1, 2016 – 2.5 percent equity adjustment salary increase
- January 1, 2017 – 1.0 percent equity adjustment salary increase
- January 1, 2018 – 1.0 percent equity adjustment salary increase
- July 1, 2018 – 2.0 percent equity adjustment salary increase

Lieutenants acting as Captains shall be eligible to receive overtime pay at the Lieutenant overtime rate of pay.

The City agreed to limit involuntary, compulsory standby to fourteen (14) full days per year for officers assigned to investigations assignment, such as the Criminal Investigation Division and Internal Affairs.

The City agreed to allow compensatory time for overtime with the exception of third party overtime. The City cash out provision above ninety-six (96) hours remains unchanged.

Canine Handlers' compensation shall be one and one-half (1.5) times the hourly rate of the State of California or City of Oakland's minimum wage, whichever is higher.

Article IV – Retirement

The entire article was revised to create consistent language for the three tiers of CalPERS pension, and to comply with the Public Employee Pension Reform Act ("PEPRA").

OPOA CalPERS "Classic" members will make the following additional PERS contributions:

- January 1, 2016 – 2.0 percent increase to PERS contribution
- January 1, 2017 – 1.0 percent increase to PERS contribution

Consistent with the requirements of PEPRA, those employees hired on or after January 1, 2013, began contributing 50% of the total normal cost of the applicable PERS rate on July 1, 2015.

The increased 3.0 percent CalPERS contribution for Classic and PEPRA members shall raise the OPOA members' pension contribution from 9.0 to 12.0 percent.

Article V – Insurance Programs

The City will automatically enroll new members to the Kaiser (medical plan) if they do not enroll themselves in the plan of their choice.

The City and OPOA agreed to a reopener for health insurance in the third and fourth years of the MOU. The reopener must be exercised between January 1 and March 1 of each year.

The City and OPOA will arbitrate within one hundred and twenty (120) days to determine the reimbursement and accounting methodology the parties should use for dental reimbursement under the current MOU language.

Article VI – Leaves and Holidays

Vacation leave shall be credited from the date of appointment by City as a sworn member of the Oakland Police Department.

Paid military leave shall not exceed three hundred (300) hours in any one fiscal year.

The City agreed to remove expired language on holiday concessions which were in effect between 2009 and 2012. Additionally, the City agreed to remove concessionary language which provided that OPOA members would not receive the Admissions Day holiday.

The City agreed to remove expired concessionary language which provided that OPOA members would not receive a floating holiday in fiscal years 2012/2013, 2013/2014 and 2014/2015.

Article VII – Allowances

The City agreed to remove concessionary language which provided that no police officer with four (4) or less than four (4) years of continuous service shall be eligible for shift differential pay.

Meal allowance for OPOA members is increased from ten dollars and seventy-five cents (\$10.75) to eighteen dollars (\$18.00).

Article IX – Special Provisions

The City agreed to the full implementation of East Bay Regional Communications System Authority (EBRCSA) by March 2016.

The City agreed to continue to provide the current psychological counseling and substance abuse services currently being provided to OPOA members. If the current providers of those services are unable to deliver the currently provided services, the City and OPOA will meet to either modify existing agreements or secure a new provider.

The City agreed that with the exception of annuitants hired specifically to conduct background investigations for police personnel applicants, there shall be no annuitants, per diem or hourly contract employees employed at OPD in positions that have traditionally been performed by sworn members for the duration of this MOU. Annuitants employed to conduct background investigations are subject to the following provisions:

- In choosing the retired annuitants, OPD will establish a committee to evaluate, reach out to, and hire retired annuitants. OPOA will have a seat on the committee
- The City and OPOA will work together, even beyond the activities of the above committee, to reach out to prospective retired annuitant's to perform background investigations
- The retired annuitants will be limited to performing background investigations and will not engage in any recruitment activities.

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The City and OPOA agreed to remove language which provides that only Sergeants will supervise the operations at the radio room/dispatch room.

Article X – Grievance Procedure

The City and OPOA agreed to alternate hosting the location of arbitration hearings.

The City and OPOA agreed to exchange the names of expert witnesses they intend to call at least ten (10) calendar days prior to hearing. The City and OPOA agreed to a definition of expert witness.

The City and OPOA each agreed to provide a list of ten (10) arbitrators to an agreed upon neutral third party, who will determine whether the lists have six (6) or more names in common to establish a permanent arbitration list.

Representatives from the City and OPOA shall participate, in person or via telephone, in an informal discussion to consider whether the grievance can be resolved without a formal hearing. Such discussion shall take place at least forty-five (45) calendar days prior to the scheduled hearing. The discussions shall be off the record and not be referenced in statement or mention should the matter go to hearing.

Appendix B

Any OPOA member who, prior to completing five (5) years of service, voluntarily separates from service with OPD shall be responsible for reimbursing the City, on a full, or prorated basis, for up to eleven thousand dollars (\$11,000) of the cost of his/her training at the Police Academy. To the extent this amount exceeds the maximum that may be legally recovered, the City shall be entitled to recover the maximum allowable under the law.

Attachment 3

The minimum time in the classification of Lieutenant required for an OPOA member to be eligible to apply for Captain is reduced from two (2) years to one (1) year.

The duration of eligibility lists is reduced from eighteen (18) months to twelve (12) months.

New Article – Notification of Critical Incidents

OPD shall notify the OPOA President, or his/her designee, of any critical incident involving an OPOA member. The notification shall not be delayed and can be made in conjunction with notifications made to the City's elected officials. A "critical incident" is defined an incident where the OPOA member has been involved in a reported level one (1) use of force regardless of injury; an OPOA member has been in a vehicle collision that caused injury to any party, or an OPOA member required immediate hospitalization. Such notification shall occur via telephone call to the OPOA President or his/her designee.

New Article – Parking

The City will continue to engage in good faith discussions with OPOA regarding the City taking over the OPOA lease on the CalTrans parking lot underneath the 880 freeway near the Police Administration Building. This issue shall not be subject to arbitration.

FISCAL IMPACT

The FY 2015-17 Adopted Budget appropriated \$22.6 million for outstanding labor contract negotiations. Of this amount, \$11.78 million (\$5.18 million in FY 2015-16 and \$6.60 million in FY 2016-17) is allocated for OPOA compensation package over the first two years of the term of the MOU. Total costs associated with the contract include the salary increases and other economic provisions that would be absorbed by existing department budgets. Costs for years 3 and 4 will be addressed as part of the FY 2017-19 biennial budget development.

PUBLIC OUTREACH / INTEREST

No public outreach is required.

COORDINATION

The Employee Relations Department coordinated the collection, compilation, and reporting of data with Budget Office, Controller's Office, Payroll, Human Resources Management and the Police Department.

SUSTAINABLE OPPORTUNITIES

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

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

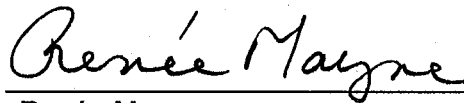
Social Equity: There are no social equity opportunities associated with this report.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution Approving the Memorandum of Understanding between the City of Oakland and the Oakland Police Officers Association for Employees in Classifications in Units PP1 and PT1, Covering the Period of July 1, 2015 to June 30, 2019; And Amending Salary Schedule of Ordinance 12187 C.M.S. (The Salary Ordinance) to Increase Salaries by Amounts Pursuant to the Memorandum of Understanding.

For questions regarding this report, please contact Renée Mayne, Director of Employee Relations, at 510-238-6466.

Respectfully submitted,



Renée Mayne
Director, Employee Relations Department

Prepared by:
Spruce Metzger
Senior Employee and Labor Relations Analyst
CAO/Employee Relations Department

Sonia Lara
Principal Employee Relations Analyst
CAO/Employee Relations Department

Attachments:

1. Resolution
2. Salary Ordinance
3. List of Classifications

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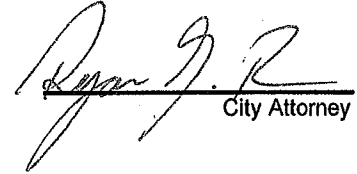
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ATTACHMENT 1

Approved as to Form and Legality


City Attorney

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

**RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OAKLAND AND THE OAKLAND POLICE
OFFICERS ASSOCIATION FOR EMPLOYEES IN CLASSIFICATIONS IN
UNITS PP1 AND PT1, COVERING THE PERIOD OF JULY 1, 2015 TO JUNE 30,
2019**

WHEREAS, the Memorandum of Understanding to be entered into between the City of Oakland and the Oakland Police Officers' Association 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 Memorandum of Understanding are described in the Report from the City Administrator dated November 2, 2015; and

WHEREAS, the terms and conditions contained in said 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 Memorandum of Understanding are effective as of July 1, 2015.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

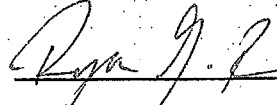
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INTRODUCED BY COUNCILMEMBER
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ATTACHMENT 2

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY

OAKLAND CITY COUNCIL
ORDINANCE NO. _____ C.M.S.

ORDINANCE AMENDING THE SALARY SCHEDULE OF ORDINANCE NO. 12187 C.M.S. ("SALARY ORDINANCE") TO PROVIDE COST OF LIVING ADJUSTMENTS TO THE SALARIES OF CERTAIN SWORN EMPLOYEES PURSUANT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE OAKLAND POLICE OFFICERS ASSOCIATION; THE COST OF LIVING ADJUSTMENTS SHALL BE AS FOLLOWS: INCREASE OF 4% EFFECTIVE JULY 1, 2015; INCREASE OF 4% EFFECTIVE MAY 1, 2017, INCREASE OF 2.5% EFFECTIVE JANUARY 1, 2018, AND INCREASE OF 2.5% EFFECTIVE JANUARY 1, 2019 INCLUDING EQUITY ADJUSTMENTS OF 2.5% EFFECTIVE JANUARY 1, 2016, EQUITY ADJUSTMENTS OF 1.0% EFFECTIVE JANUARY 1, 2017, EQUITY ADJUSTMENTS OF 1.0% EFFECTIVE JANUARY 1, 2018, AND EQUITY ADJUSTMENTS OF 2.0% EFFECTIVE JULY 1, 2018.

WHEREAS, the Memorandum of Understanding between the City of Oakland and the Oakland Police Officers Association has been approved by the parties pursuant to Section 3505.1 of the Government Code of the State of California; and

WHEREAS, said agreement is approved and includes increases to salaries of 4 percent on July 1, 2015, 4% on May 1, 2017, 2.5% on January 1, 2018 and 2.5% on January 1, 2019 and equity adjustments of 2.5% on January 1, 2016, 1.0% on January 1, 2017, 1.0% on January 1, 2018 and 2.0% on July 1, 2018 for employees represented by Oakland Police Officers Association; and

WHEREAS, Oakland City Charter Section 207 requires that the Council shall fix the compensation of all City employees; now, therefore

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1. Effective July 1, 2015, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the Oakland Police Officers Association are increased by 4%.

Section 2. Effective January 1, 2016, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the Oakland Police Officers Association are receiving an equity adjustment salary increase of 2.5%.

Section 3. Effective January 1, 2017, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the Oakland Police Officers Association are receiving an equity adjustment salary increase of 1.0%.

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Section 4. Effective May 1, 2017, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the Oakland Police Officers Association are increased by 4%.

Section 5. Effective January 1, 2018, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the Oakland Police Officers Association are increased by 2.5%, and an equity adjustment salary increase of 1.0%.

Section 6. Effective July 1, 2018, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the Oakland Police Officers Association are receiving an equity adjustment salary increase of 2.0%.

Section 7. Effective January 1, 2019, the classifications and associated salaries listed in the current Memorandum of Understanding between the City of Oakland and the Oakland Police Officers Association are increased by 2.5%.

Section 8. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more others section, subsection, clauses or phrases may be declared invalid or unconstitutional.

Section 9. Effective Date. This ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2015

PASSED BY THE FOLLOWING VOTE:

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

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____

LaTonda Simmons

City Clerk and Clerk of the Council
of the City of Oakland, California

DATE OF ATTESTATION: _____

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ATTACHMENT 3

LIST OF CLASSIFICATIONS		
REP	CLASS_NUM	TITLE
PP1	PS151	Lieutenant of Police
PP1	PS152	Lieutenant of Police (PERS)
PP1	PS167	Police Officer
PP1	PS168	Police Officer (PERS)
PP1	PS178	Sergeant Of Police
PP1	PS179	Sergeant of Police (PERS)
PP1	PS189	Police Officer
PP1	PS190	Police Officer (PERS)
PP1	PS191	Sergeant of Police
PP1	PS192	Sergeant of Police (PERS)
PP1	PS193	Lieutenant of Police
PP1	PS194	Lieutenant of Police (PERS)
PT1	PS169	Police Officer Trainee

ORDINANCE AMENDING THE SALARY SCHEDULE OF ORDINANCE NO. 12187 C.M.S. ("SALARY ORDINANCE") TO PROVIDE COST OF LIVING ADJUSTMENTS TO THE SALARIES OF CERTAIN SWORN EMPLOYEES PURSUANT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE OAKLAND POLICE OFFICERS' ASSOCIATION; THE COST OF LIVING ADJUSTMENTS SHALL BE AS FOLLOWS: INCREASE OF 4% EFFECTIVE JULY 1, 2015; INCREASE 4% EFFECTIVE MAY 1, 2017; INCREASE 2.5% EFFECTIVE JANUARY 1, 2018; AND INCREASE OF 2.5% EFFECTIVE JANUARY 1, 2019 INCLUDING EQUITY ADJUSTMENTS OF 2.5% EFFECTIVE JANUARY 1, 2016, EQUITY ADJUSTMENTS OF 1.0% EFFECTIVE JANUARY 1, 2017, EQUITY ADJUSTMENTS OF 1.0% EFFECTIVE JANUARY 1, 2018, AND EQUITY ADJUSTMENTS OF 2.0% EFFECTIVE JULY 1, 2018

DIGEST

Ordinance Amending The Salary Schedule Of Ordinance No. 12187 C.M.S. ("Salary Ordinance") To Adjust The Salary Rates For All Classifications Represented by the Oakland Police Officers' Association; the Cost of Living Adjustments Shall Be As Follows: 4% Increase Effective July 1, 2015; 4% Increase Effective May 1, 2017; 2.5% Increase Effective January 1, 2018; and 2.5% Increase Effective January 1, 2019 Including Equity Adjustments Of 2.5% Effective January 1, 2016, Equity Adjustments Of 1.0% Effective January 1, 2017, Equity Adjustments Of 1.0% Effective January 1, 2018, And Equity Adjustments Of 2.0% Effective July 1, 2018.

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