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Approved as to Form and Legality

City Attorney

ORDINANCE NO. 13703 = 1.0 M.S.

ORDINANCE AMENDING THE SALARY SCHEDULE OF ORDINANCE NO. 12187 C.M.S. ("SALARY ORDINANCE") TO:

(1) PROVIDE WAGE INCREASES FOR EMPLOYEES PURSUANT TO THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE CONFIDENTIAL MANAGEMENT EMPLOYEE ASSOCIATION; THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245; THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21; THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021; AND FOR UNREPRESENTED CLASSIFICATIONS CON, TL1, U51, US1, UG1, UP1, UK1, AND UK2 AS FOLLOWS: i) 5% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2022; ii) 2.5% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2023; iii) 2.5% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JANUARY 1, 2024; iv) 2% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2024; v) 2% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2024; v) 2% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY

(2) PROVIDE WAGE INCREASES FOR EMPLOYEES PURSUANT TO THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 55; THE OAKLAND POLICE OFFICERS' ASSOCIATION; THE OAKLAND POLICE MANAGEMENT ASSOCIATION; AND FOR UNREPRESENTED UNITS UN1, UR1 AND UU1 AS FOLLOWS: i) 3.5% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2022; ii) 3.5% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2023; iii) 3% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2023; iii) 3% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2024; iv) 3%

(3) PROVIDE SPECIAL EQUITY ADJUSTMENTS AS FOLLOWS: i) PURSUANT TO THE MOU BETWEEN THE CITY OF OAKLAND AND THE CONFIDENTIAL **MANAGEMENT EMPLOYEE ASSOCIATION, 5% WAGE INCREASE FOR CERTAIN CLASSIFICATIONS IN REPRESENTATION UNIT U31 EFFECTIVE THE FIRST** FULL PAY PERIOD AFTER OCTOBER 1, 2022; ii) PURSUANT TO THE MOU BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, UP TO 7.5% WAGE INCREASE FOR CERTAIN CLASSIFICATIONS IN REPRESENTATION UNITS TA1, TW1, TM2, TW1, UH1, UM2, AND UM1 EFFECTIVE THE FIRST FULL PAY PERIOD AFTER OCTOBER 1, 2022 AND WAGE INCREASES TO ALIGN THE SALARIES OF CERTAIN CLASSIFICATIONS IN REPRESENTATION UNITS TW1 AND UM2 EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JANUARY 1, 2023; iii) PURSUANT TO THE MOU BETWEEN THE CITY OF OAKLAND AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, 3% WAGE **INCREASE FOR CERTAIN CLASSIFICATIONS IN REPRESENTATION UNITS SC1,** SD1 AND SI1 EFFECTIVE THE FIRST FULL PAY PERIOD AFTER OCTOBER 1, 2022; iv) 5% WAGE INCREASE FOR CERTAIN CLASSIFICATIONS IN **UNREPRESENTED UNITS UP1 AND UK2 EFFECTIVE THE FIRST FULL PAY** 

## PERIOD AFTER OCTOBER 1, 2022

WHEREAS, the Tentative Agreement to the Memorandum of Understanding ("MOU") between the City of Oakland and the Confidential Management Employee Association ("CMEA"), the International Brotherhood of Electrical Workers ("IBEW"), Local 1245, the International Federation of Professional and Technical Engineers ("IFPTE"), Local 21, the Service Employees International Union ("SEIU"), Local 1021, the International Association of Firefighters ("IAFF"), Local 55, the Oakland Police Officers' Association ("OPOA"), and the Oakland Police Management Association ("OPMA") have been approved by the parties pursuant to Section 3505.1 of the Government Code of the State of California; and

WHEREAS, said agreements are approved and include wage increases for employees represented by CMEA in representation unit U31 as follows: an increase of five percent (5%) effective the first full pay period following July 1, 2022; an increase of two and a half percent (2.5%) effective the first full pay period following July 1, 2023; increase of two and a half percent (2.5%) effective the first full pay period following January 1, 2024; an increase of two percent (2%) effective the first full pay period following July 1, 2024; and an increase of two percent (2%) effective the first full pay period following July 1, 2024; and an increase of two percent (2%) effective the first full pay period following March 1, 2025; and

WHEREAS, said agreements are approved and include a five percent (5%) wage increase for the classification of Principal Human Resources Analyst and Senior Supervising Human Resources Analyst, represented by CMEA in representation unit U31.

WHEREAS, said agreements are approved and include wage increases for employees represented by IBEW, Local 1245 in representation units IE1 and TV1 as follows: an increase of five percent (5%) effective the first full pay period following July 1, 2022; an increase of two and a half percent (2.5%) effective the first full pay period following July 1, 2023; increase of two and a half percent (2.5%) effective the first full pay period following January 1, 2024; an increase of two percent (2%) effective the first full pay period following July 1, 2024; an increase of two percent (2%) effective the first full pay period following July 1, 2024; and an increase of two percent (2%) effective the first full pay period following March 1, 2025; and

WHEREAS, said agreements are approved and include wage increases for employees represented by IFPTE, Local 21 in representation units TA1, TF1, TM2, TW1, UH1, UM1, UM2, TM1, and U41 as follows: an increase of five percent (5%) effective the first full pay period following July 1, 2022; an increase of two and a half percent (2.5%) effective the first full pay period following July 1, 2023; increase of two and a half percent (2.5%) effective the first full pay period following January 1, 2024; an increase of two percent (2%) effective the first full pay period following July 1, 2024; and an increase of two percent (2%) effective the first full pay period following July 1, 2024; and an increase of two percent (2%) effective the first full pay period following July 1, 2024; and an increase of two percent (2%) effective the first full pay period following March 1, 2025; and

WHEREAS, said agreements are approved and include wage increases effective the first full pay period following October 1, 2022, for certain classifications in representation units TA1, TW1, TM2, TW1, UH1, UM2, and UM1 as follows: Chief of Party (5%), Criminalist II (2.5%), Criminalist III (2.5%), Assistant Engineer I (Office) (7.5%), Assistant Engineer II (Field) (7.5%), Assistant Engineer II (Office) (7.5%), Civil Engineer (Field) (7.5%), Civil Supervising (Office) (5%), Fire Protection Engineer (7.5%), Transportation Engineer (7.5%), Transportation Supervising Engineer (5%), Human Resource Analyst (7.5%), Assistant Human Resources Analyst (7.5%), Senior Human Resources Analyst (7.5%), and Senior Center Director (5%); and

WHEREAS, said agreements are approved and include wage increases effective the first full pay period following January 1, 2023, for certain classifications in the representation units TW1 and UM2 as follows: Planner I to align with the wages of Transportation Planner I; Planner II to align with the wages of Transportation Planner II; Planner III to align with the wages of Transportation Planner III; Planner IV to align with the wages of Transportation Planner IV; Planner V to align with the wages of Transportation Planner V; and Manager, Zoning to align with the wages of Manager, Transportation.

WHEREAS, said agreements are approved and include wage increases for employees represented by SEIU, Local 1021 in representation units SB1, SC1, SD1, and SI1 as follows: an increase of five percent (5%) effective the first full pay period following July 1, 2022; an increase of two and a half percent (2.5%) effective the first full pay period following July 1, 2023; increase of two and

a half percent (2.5%) effective the first full pay period following January 1, 2024; an increase of two percent (2%) effective the first full pay period following July 1, 2024; and an increase of two percent (2%) effective the first full pay period following March 1, 2025; and

WHEREAS, said agreements are approved and include wage increases effective the first full pay period following October 1, 2022, pursuant to the MOU between the City of Oakland and SEIU, certain classifications in representation units SC1, SD1 and SI1 will receive three percent (3%) wage increases: Specialty Combination Inspector (SC1), Senior Combination Inspector (SC1), Police Communications Dispatcher (SC1), Fire Communications Dispatcher (SC1), Construction Inspector (Field) (SC1), Construction Inspector (Office) (SC1), Senior Construction Inspector (Field) (SC1), Senior Construction Inspector (Office) (SD1), Public Works Maintenance Worker (SC1), Sewer Maintenance Worker (SC1), Librarian II (SD1 and SI1), Parking Control Technician (SC1 and SI1), Park Attendant (SC1 and SI1); and

WHEREAS, the City Administrator as permitted through City Ordinance No. 12903 C.M.S. adopted on November 18, 2008 shall provide select terms and conditions of employment and benefits to unrepresented employees in representation units CON, TL1, U51, US1, UG1, UP1, UK1, UK2 as follows: an increase of five percent (5%) effective the first full pay period following July 1, 2022; an increase of two and a half percent (2.5%) effective the first full pay period following July 1, 2023; increase of two and a half percent (2.5%) effective the first full pay period following January 1, 2024; an increase of two percent (2%) effective the first full pay period following July 1, 2024; and an increase of two percent (2%) effective the first full pay period following March 1, 2025; and

WHEREAS, the City Administrator as permitted through City Ordinance No. 12903 C.M.S. adopted on November 18, 2008 shall include a wage increase of five percent (5%) for the classifications of Principal Employee Relations Analyst (UK2) and Senior Employee and Labor Relations Analyst (UP1) effective the first full pay period following October 1, 2022; and

WHEREAS, said agreements are approved and include wage increases for employees represented by IAFF in representation unit FQ1 as follows: an increase of three and a half percent (3.5%) effective the first full pay period following July 1, 2022; an increase of three and a half percent (3.5%) effective the first full pay period following July 1, 2023; an increase of three percent (3%) effective the first full pay period following July 1, 2024; and an increase of three percent (3%) effective the first full pay period following July 1, 2025; and

WHEREAS, the City Administrator as permitted through City Ordinance No. 12903 C.M.S. adopted on November 18, 2008 shall provide select terms and conditions of employment and benefits to unrepresented employees in representation units UR1 and UU1 as follows: an increase of three and a half percent (3.5%) effective the first full pay period following July 1, 2022; an increase of three percent (3%) effective the first full pay period following July 1, 2023; an increase of three percent (3%) effective the first full pay period following July 1, 2024; and an increase of three percent (3%) effective the first full pay period following July 1, 2024; and an increase of three percent (3%) effective the first full pay period following July 1, 2025; and

WHEREAS, said agreements are approved and include wage increases for employees represented by OPOA in representation units PP1 and PT1 as follows: an increase of three percent (3%) effective the first full pay period following July 1, 2024; and an increase of three percent (3%) effective the first full pay period following July 1, 2025; and

WHEREAS, said agreements are approved and include wage increases for employees represented by OPMA in representation unit UN2 as follows: an increase of three percent (3%) effective the first full pay period following July 1, 2024; and an increase of three percent (3%) effective the first full pay period following July 1, 2025; and

WHEREAS, said agreements are approved and include wage increases for employees represented by IAFF in representation units FQ1 as follows: an increase of three and a half percent (3.5%) effective the first full pay period following July 1, 2022; an increase of three and a half percent (3.5%) effective the first full pay period following July 1, 2023; an increase of three percent (3%) effective the first full pay period following July 1, 2024; and an increase of three percent (3%) effective the first full pay period following July 1, 2025; and

WHEREAS, the City Administrator as permitted through City Ordinance No. 12903 C.M.S. adopted on November 18, 2008 shall provide select terms and conditions of employment and benefits to unrepresented employees in representation unit UN1 as follows: an increase of three percent (3%) effective the first full pay period following July 1, 2024; and an increase of three

percent (3%) effective the first full pay period following July 1, 2025; 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 the first full pay period after July 1, 2022, the classifications in representation unit U31 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and CMEA are increased by five percent (5%).

Section 2. Effective the first full pay period after October 1, 2022, pursuant to the MOU between the City of Oakland and CMEA, certain classifications in representation unit U31 will receive a five percent (5%) wage increase as follows: Principal Human Resources Analyst and Senior Supervising Human Resources Analyst.

Section 2. Effective the first full pay period after July 1, 2023, the classifications in representation unit U31 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and CMEA are increased by two and a half percent (2.5%).

Section 3. Effective the first full pay period after January 1, 2024, the classifications in representation unit U31 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and CMEA are increased by two and a half (2.5%).

Section 4. Effective the first pay period after July 1, 2024, the classifications in representation unit U31 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and CMEA are increased by two percent (2%).

Section 5. Effective the first full pay period after March 1, 2025, the classifications in representation unit U31 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and CMEA are increased by two percent (2%).

Section 6. Effective the first full pay period after July 1, 2022, the classifications in representation units IE1 and TV1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IBEW are increased by five percent (5%).

Section 7. Effective the first full pay period after July 1, 2023, the classifications in representation units IE1 and TV1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IBEW are increased by two and a half percent (2.5%).

Section 8. Effective the first full pay period after January 1, 2024, the classifications in representation units IE1 and TV1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IBEW are increased by two and a half (2.5%).

Section 9. Effective the first pay period after July 1, 2024, the classifications in representation units IE1 and TV1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IBEW are increased by two percent (2%).

Section 10. Effective the first full pay period after March 1, 2025, the classifications in representation units IE1 and TV1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IBEW are increased by two percent (2%).

Section 11. Effective the first full pay period after July 1, 2022, the classifications in representation units TA1, TF1, TM2, TW1, UH1, UM1, UM2, TM1, and U41 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IFPTE are increased by five percent (5%).

Section 12. Effective the first full pay period after October 1, 2022, pursuant to the MOU between the City of Oakland and IFPTE, certain classifications in representation units TA1, TW1, TM2, TW1, UH1, UM2, and UM1 will receive wage increases as follows: Chief of Party (5%), Criminalist II (2.5%), Criminalist III (2.5%), Assistant Engineer I (Office) (7.5%), Assistant Engineer II (Field) (7.5%), Assistant Engineer II (Office) (7.5%), Civil Engineer (Field) (7.5%), Civil Engineer (Office) (7.5%), Principal Civil Engineer (5%), Civil Supervising Engineer (Field) (5%), Civil Supervising (Office) (5%), Fire Protection Engineer (7.5%), Transportation Engineer (7.5%), Transportation Supervising Engineer (5%), Human Resource Analyst (7.5%), Assistant Human Resources Analyst (7.5%), Senior Human Resources Analyst (7.5%), and Senior Center Director (5%).

**Section 13.** Effective the first full pay period after January 1, 2023, pursuant to the MOU between the City of Oakland and IFPTE, certain classifications in the representation units TW1 and UM2 will receive wage increases as follows: Planner I to align with the wages of Transportation Planner I; Planner II to align with the wages of Transportation Planner II; Planner III to align with the wages of Transportation Planner IV; Planner V to align with the wages of Transportation Planner IV; Planner V to align with the wages of Transportation Planner V; and Manager, Zoning to align with the wages of Manager, Transportation.

Section 14. Effective the first full pay period after July 1, 2023, the classifications in representation units TA1, TF1, TM2, TW1, UH1, UM1, UM2, TM1, and U41 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IFPTE are increased by two and a half percent (2.5%).

Section 15. Effective the first full pay period after January 1, 2024, the classifications in representation units TA1, TF1, TM2, TW1, UH1, UM1, UM2, TM1, and U41 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IFPTE are increased by two and a half (2.5%).

Section 16. Effective the first pay period after July 1, 2024, the classifications in representation units TA1, TF1, TM2, TW1, UH1, UM1, UM2, TM1, and U41 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IFPTE are increased by two percent (2%).

Section 17. Effective the first full pay period after March 1, 2025, the classifications in representation units TA1, TF1, TM2, TW1, UH1, UM1, UM2, TM1, and U41 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IFPTE are increased by two percent (2%).

Section 18. Effective the first full pay period after July 1, 2022, the classifications in representation units SB1, SC1, SD1, and SI1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and SEIU, Local 1021 are increased by five percent (5%).

Section 19. Effective the first full pay period after October 1, 2022, pursuant to the MOU between the City of Oakland and SEIU, certain classifications in representation units SC1, SD1 and SI1 will receive three percent (3%) increases as follows: Specialty Combination Inspector (SC1), Senior Combination Inspector (SC1), Police Communications Dispatcher (SC1), Fire Communications Dispatcher (SC1), Construction Inspector (Field) (SC1), Construction Inspector (Office) (SC1), Senior Construction Inspector (Field) (SC1), Senior Construction Inspector (Office) (SD1), Public Works Maintenance Worker (SC1), Sewer Maintenance Worker (SC1), Librarian II (SD1 and SI1), Parking Control Technician (SC1 and SI1), Park Attendant (SC1 and SI1).

Section 20. Effective the first full pay period after July 1, 2023, the classifications in representation units SB1, SC1, SD1, and SI1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and SEIU, Local 1021 are increased by two and a half percent (2.5%).

Section 21. Effective the first full pay period after January 1, 2024, the classifications in representation units SB1, SC1, SD1, and SI1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and SEIU, Local 1021 are increased by two and a half (2.5%).

Section 22. Effective the first pay period after July 1, 2024, the classifications in representation units SB1, SC1, SD1, and SI1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and SEIU, Local 1021 are increased by two percent (2%).

Section 23. Effective the first full pay period after March 1, 2025, the classifications in representation units SB1, SC1, SD1, and SI1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and SEIU, Local 1021 are increased by two percent (2%).

Section 24. Effective the first full pay period after July 1, 2022, the classifications and salary schedules of certain unrepresented classifications (CON, TL1, U51, US1, UG1, UP1, UK1, and UK2) shall be increased by five percent (5%).

Section 25. Effective the first full pay period after October 1, 2022, the unrepresented classifications of Senior Employee and Labor Relations Analyst (UP1) and Principal Employee Relations Analyst (UK2) shall be increased by five percent (5%).

Section 26. Effective the first full pay period after July 1, 2023, the classifications and salary schedules of certain unrepresented classifications (CON, TL1, U51, US1, UG1, UP1, UK1, and UK2) shall be increased by two and a half percent (2.5%).

Section 27. Effective the first full pay period after January 1, 2024, the classifications and salary schedules of certain unrepresented classifications (CON, TL1, U51, US1, UG1, UP1, UK1, and UK2) shall be increased by two and a half percent (2.5%).

Section 28. Effective the first full pay period after July 1, 2024, the classifications and salary schedules of certain unrepresented classifications (CON, TL1, U51, US1, UG1, UP1, UK1, and UK2) shall be increased by two percent (2%).

Section 29. Effective the first full pay period after March 1, 2025, the classifications and salary schedules of certain unrepresented classifications (CON, TL1, U51, US1, UG1, UP1, UK1, and UK2) shall be increased by two percent (2%).

Section 30. Effective the first full pay period after July 1, 2022, the classifications in representation unit FQ1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IAFF are increased by three and a half percent (3.5%).

Section 31. Effective the first full pay period after July 1, 2023, the classifications in representation unit FQ1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IAFF are increased by three and a half percent (3.5%).

Section 32. Effective the first full pay period after July 1, 2024, the classifications in representation unit FQ1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IAFF are increased by three percent (3%).

Section 33. Effective the first pay period after July 1, 2025, the classifications in representation unit FQ1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and IAFF are increased by three percent (3%).

Section 34. Effective the first full pay period after July 1, 2022, the classifications and salary schedules of the unrepresented Chief of Fire, Deputy Chief of Fire Department, Assistant Chief of Fire Department, Fire Marshal (sworn), and Fire Division Chief in representation units UR1 and UU1 are increased by three and a half percent (3.5%).

Section 35. Effective the first full pay period after July 1, 2023, the classifications and salary schedules of the unrepresented Chief of Fire, Deputy Chief of Fire Department, Assistant Chief of Fire Department, Fire Marshal (sworn), and Fire Division Chief in representation units UR1 and UU1 are increased by three and a half percent (3.5%).

Section 36. Effective the first full pay period after July 1, 2024, the classifications and salary schedules of the unrepresented Chief of Fire, Deputy Chief of Fire Department, Assistant Chief of Fire Department, Fire Marshal (sworn), and Fire Division Chief in representation units UR1 and UU1 are increased by three percent (3%).

Section 37. Effective the first full pay period after July 1, 2025, the classifications and salary schedules of the unrepresented Chief of Fire, Deputy Chief of Fire Department, Assistant Chief of Fire Department, Fire Marshal (sworn), and Fire Division Chief in representation units UR1 and UU1 are increased by three percent (3%).

Section 38. Effective the first full pay period after July 1, 2024, the classifications in representation units PP1 and PT1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and OPOA are increased by three percent (3%).

Section 39. Effective the first pay period after July 1, 2025, the classifications in representation units PP1 and PT1 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and OPOA are increased by three percent (3%).

Section 40. Effective the first full pay period after July 1, 2024, the classifications in representation unit UN2 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and OPOA are increased by three percent (3%).

Section 41. Effective the first pay period after July 1, 2025, the classifications in representation unit UN2 and associated wages listed in the current Memorandum of Understanding between the City of Oakland and OPOA are increased by three percent (3%).

Section 42. Effective the first full pay period after July 1, 2024, the classifications and salary schedules of the unrepresented Chief of Police and Chief of Police, Assistant in representation units UN1 are increased by three percent (3%).

Section 43. Effective the first full pay period after July 1, 2025, the classifications and salary schedules of the unrepresented Chief of Police and Chief of Police, Assistant in representation units UN1 are increased by three percent (3%).

Section 44. 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 other sections, subsection, clauses or phrases may be declared invalid or unconstitutional.

Section 45. 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, JUL 2 6 2022

## PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND PRESIDENT FORTUNATO BAS - 🔗

NOES -

ABSENT - 💋

ABSTENTION -

ATTEST: Asha Reed

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

Introduction Date

JUN 19 2022

## **NOTICE AND DIGEST**

ORDINANCE AMENDING THE SALARY SCHEDULE OF ORDINANCE NO. 12187 C.M.S. ("SALARY ORDINANCE") TO:

(1) PROVIDE WAGE INCREASES FOR EMPLOYEES PURSUANT TO THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE CONFIDENTIAL MANAGEMENT EMPLOYEE ASSOCIATION; THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245; THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21; THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021; AND FOR UNREPRESENTED CLASSIFICATIONS CON, TL1, U51, US1, UG1, UP1, UK1, AND UK2 AS FOLLOWS: i) 5% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2022; ii) 2.5% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2023; iii) 2.5% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JANUARY 1, 2024; iv) 2% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2024; v) 2% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2024; v) 2% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY

(2) PROVIDE WAGE INCREASES FOR EMPLOYEES PURSUANT TO THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 55; THE OAKLAND POLICE OFFICERS' ASSOCIATION; THE OAKLAND POLICE MANAGEMENT ASSOCIATION; AND FOR UNREPRESENTED UNITS UN1, UR1 AND UU1 AS FOLLOWS: i) 3.5% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2022; ii) 3.5% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2023; iii) 3% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2023; iii) 3% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2024; iv) 3% EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JULY 1, 2025; AND

(3) PROVIDE SPECIAL EQUITY ADJUSTMENTS AS FOLLOWS: i) PURSUANT TO THE MOU BETWEEN THE CITY OF OAKLAND AND THE CONFIDENTIAL **MANAGEMENT EMPLOYEE ASSOCIATION, 5% WAGE INCREASE FOR CERTAIN CLASSIFICATIONS IN REPRESENTATION UNIT U31 EFFECTIVE THE FIRST** FULL PAY PERIOD AFTER OCTOBER 1, 2022; ii) PURSUANT TO THE MOU BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL FEDERATION **OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, UP TO 7.5%** WAGE INCREASE FOR CERTAIN CLASSIFICATIONS IN REPRESENTATION UNITS TA1, TW1, TM2, TW1, UH1, UM2, AND UM1 EFFECTIVE THE FIRST FULL PAY PERIOD AFTER OCTOBER 1, 2022 AND WAGE INCREASES TO ALIGN THE SALARIES OF CERTAIN CLASSIFICATIONS IN REPRESENTATION UNITS TW1 AND UM2 EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JANUARY 1, 2023; iii) PURSUANT TO THE MOU BETWEEN THE CITY OF OAKLAND AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, 3% WAGE **INCREASE FOR CERTAIN CLASSIFICATIONS IN REPRESENTATION UNITS SC1,** SD1 AND SI1 EFFECTIVE THE FIRST FULL PAY PERIOD AFTER OCTOBER 1. 2022; iv) 5% WAGE INCREASE FOR CERTAIN CLASSIFICATIONS IN **UNREPRESENTED UNITS UP1 AND UK2 EFFECTIVE THE FIRST FULL PAY** PERIOD AFTER OCTOBER 1, 2022

This Ordinance will provide wage increases in the classifications and associated wages listed in the current Memorandum of Understanding between the City of Oakland and the Confidential Management Employee Association; the International Brotherhood of Electrical Workers, Local 1245; the International Federation of Professional and Technical Engineers, Local 21; the Service Employees International Union, Local 1021; the International Association of Firefighters, Local 55; the Oakland Police Officers' Association; the Oakland Police Management Association; and for certain unrepresented employees as follows:

(1) provide wage increases for employees pursuant to the memoranda of understanding between the City of Oakland and the Confidential Management Employee Association; the International Brotherhood of Electrical Workers, Local 1245; the International Federation of Professional and Technical Engineers, Local 21; the Service Employees International Union, Local 1021; and for unrepresented classifications CON, TL1, U51, US1, UG1, UP1, UK1, AND UK2 as follows: i) 5% effective the first full pay period after July 1, 2022; ii) 2.5% effective the first full pay period after July 1, 2023; iii) 2.5% effective the first full pay period after January 1, 2024; iv) 2% effective the first full pay period after July 1, 2024; v) 2% effective the first full pay period after march 1, 2025;

(2) provide wage increases for employees pursuant to the International Association of Firefighters, Local 55; the Oakland Police Officers' Association; the Oakland Police Management Association; and for unrepresented units UN1, UR1 and UU1 as follows: i) 3.5% effective the first full pay period after July 1, 2022; ii) 3.5% effective the first full pay period after July 1, 2023; iii) 3% effective the first full pay period after July 1, 2023; iii) 3% effective the first full pay period after July 1, 2023; and

(3) provide special equity adjustments as follows: i) pursuant to the MOU between the City of Oakland and the Confidential Management Employee Association, 5% wage increase for certain classifications in representation unit U31 effective the first full pay period after October 1, 2022; ii) pursuant to the MOU between the City of Oakland and the International Federation of Professional and Technical Engineers, Local 21, up to 7.5% wage increase for certain classifications in representation units TA1, TW1, TM2, TW1, UH1, UM2, and UM1 effective the first full pay period after October 1, 2022 and wage increases to align the salaries of certain classifications in representation units TW1 and UM2 effective the first full pay period after January 1, 2023; iii) pursuant to the MOU between the City of Oakland and the Service Employees International Union, Local 1021, 3% wage increase for certain classifications in representations in unrepresented units UP1 and UK2 effective the first full pay period after January 1, 2022; iv) 5% wage increase for certain classifications in representations in unrepresented units UP1 and UK2 effective the first full pay period after January 1, 2022; iv) 5% wage increase for certain classifications in representation units SC1, SD1 and SI1 effective the first full pay period after October 1, 2022; iv) 5% wage increase for certain classifications in unrepresented units UP1 and UK2 effective the first full pay period after October 1, 2022.