City of Oakland to the OPOA
Tentative Agreement (CP) #2 Pronoun Clean-up
DATE:6/1/2026

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

Pronoun Clean-up

Throughout the MOU, the City proposes to change all referenced he/she, him/her, his/hers pronouns to they/them/their in an effort to reflect the proper pronoun usage.

For the City:

Allyson Cook
Chief Negotiator

Date: 6/1/26

For the Union:

Rocky Lucia
Chief Negotiator

Date: 6/1/26

City of Oakland to the OPOA/OPMA
Tentative Agreement CP# 3 Article I(B) Discrimination Prohibited
DATE:5/22/2026

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

ARTICLE I GENERAL PROVISIONS

B. Discrimination Prohibited

City and Association agree that they shall not discriminate in any way on account of race, creed, religion, gender, national origin, political affiliation, age, sexual orientation, mental or physical disability, medical condition, political affiliation, or military service, or any other protected class under state, federal or local law. City further agrees that no employee shall be discriminated against because of Association membership or activity.

For the City:

Allyson Cook
Chief Negotiator

Date:

MAY 22, 2026

For the Union:

Rocky Lucia
Chief Negotiator

Date:

5/22/26

City of Oakland to the OPOA
Tentative Agreement (CP) #4 – Article III (F) Salary Steps for Rank of Police Officer
DATE: 5/22/2026

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

ARTICLE III DIRECT PAY FOR SERVICE

F. Salary Steps for Rank of Police Officer

~~Except as regards to probationers as set forth in the paragraph below,~~

1. A permanent employee's advancement within the City's salary schedule ~~specified for an employee's classification~~ shall be on the basis of one (1) year's satisfactory service as evidenced by a performance evaluation. A salary step increase for an employee ~~who is entitled to such an increase~~ shall be effective at the beginning of the pay period in which the anniversary date of appointment in such classification falls.

2. ~~With regard to~~ A probationary employee's ~~probationers,~~ salary advancement to step 2 shall occur upon the successful completion of probation. Thereafter, salary advancement will occur pursuant to Article III(F)(1) above.

For the City:

Allyson Cook
Chief Negotiator

Date: May 22, 2026

For the Union:

Rocky Lucia
Chief Negotiator

Date: 5/22/26

City of Oakland and OPOA Contract Negotiations	2026
City of Oakland to the OPOA Tentative Agreement (CP) #5 Article C(1) Association Security DATE: 5/22/2026	

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

C. City-Association Relationship

City and Association hereby restate their joint commitment to the achievement and maintenance of a relationship built on open communication, which fosters the equitable resolution of the concerns of each party regarding wages, hours, and other terms and conditions of employment.

1. Association Security

An employee covered in one of the classes included in Units PP and PT employed during the term of this Agreement shall have the opportunity to execute a ~~d~~Deduction ~~a~~Authorization ~~f~~Form to become and/or remain a member ~~a~~ in good standing in the Association.

The Association will be the custodian of records of the Deduction Authorization Form and will provide the City with a certification that it has and will maintain a Deduction Authorization Form signed by each individual from whose salary or wages the deduction is made.

The City will provide an opportunity for the Association to address new hires during a City/Department orientation program for new employees. The Police Department will notify the Association at least then (10) days in advance of a scheduled orientation.

The City will provide the Association with the employee information it has on file in compliance with ~~AB 449~~ California Government Code §§ 3555-3559 (AB 119) as amended for all new hires in the bargaining unit within thirty (30) days of hire, as well as all employees represented by the Association when requested by the Association.

The City will provide an opportunity for the Association to address new hires during a City/Department orientation program for new employees. The Police Department will notify the Association at least then (10) days in advance of a scheduled orientation.

Subject to applicable state law, the City will begin deductions on behalf of the Association the first full payroll period after receipt of either (1) a valid payroll deduction form or (2) a written certification from the Association that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The City will transfer those funds to the Association within ~~forth~~ forty-five (45) days of the date of collection.

The Association shall indemnify and hold harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any discharge action resulting from this provision.

For the City:

Allyson Cook
Chief Negotiator

Date:

May 22, 2024

For the Union:

Rocky Lucia
Chief Negotiator

Date:

5/22/24

City of Oakland to the OPOA
Tentative Agreement (CP) #6 – Article IX Section Q(1) Temporary Industrial Disabilities and (2) Temporary Non-Industrial Disabilities
DATE: 5/22/2026

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

ARTICLE IX SPECIAL PROVISIONS

Q. Transitional Assignments for Employees Temporarily Disabled

1. Temporary Industrial Disabilities

The City, in its sole discretion, may assign to modified duty, known as Transitional Assignment, any employee who has been medically released to return to work with restrictions after an industrial injury. Said assignments will be made pursuant to the Citywide Return-to-Work Program and in accordance with the Workers' Compensation laws in the California Labor Code.

Transitional Assignments will not exceed ninety (90) days without the approval of the Medical Officer and in consultation with the Chief of Police or ~~his/her~~ their designee. If extended, the Medical Officer will instruct the employee to request an accommodation through the City's Risk Management unit in the Human Resources Management Department ~~Equal Opportunity Program Division (EOPD)~~.

An employee on a Transitional Assignment shall be paid at their regular rate of pay. Employees performing Transitional Assignments in positions where shift and premium benefits normally are assigned shall receive such benefits.

The City will periodically review Transitional Assignments ~~such modified assignments~~ in order to determine the assignment's continued feasibility.

An employee must meet both standards of satisfactory performance to be considered for Transitional Assignment and~~. The employee on a modified assignment must meet~~ standards of satisfactory performance for the duration of the ~~work~~ assignment as outlined in the Transitional Assignment Agreement.

Administration of the Transitional Assignment Program shall be in accordance with the Citywide Return-to-Work Program guidelines.

2. Temporary Non-Industrial Disabilities

The provisions set forth above in section 1 for industrial disabilities shall also apply to employees recovering from a non-industrial injury or illness except:

a. ~~That t~~The sole determination of the employee's medical ability to perform a transitional assignment with restrictions shall be in the judgment of the employee's primary treating physician ~~and the City Physician~~; and

b. Priority for transitional assignments shall be given to persons temporarily disabled by industrial disabilities. ~~The City Physician's d~~Determination shall be based on medical criteria and it shall be the department's sole determination as to whether the medical restrictions can be accommodated.

c. The assignment may not exceed ninety (90) days. Should a non-industrial

injury require greater than ninety (90) days accommodation, the Medical Office will instruct the employee to request an Americans with Disabilities Act (ADA) accommodation through the City's Risk Management unit in the Human Resources Management Department ~~SOPD~~.

For the City:

Allyson Cook

Chief Negotiator

Date: May 22, 2026

For the Union:

Rocky Lucia

Chief Negotiator

Date: 5/22/26

City of Oakland to the OPOA
Tentative Agreement (CP) #12 Article VI(A) Vacation Leave
DATE:6/1/2026

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

ARTICLE VI LEAVES AND HOLIDAYS

A. Vacation Leave

1. Entitlement

a. **An** ~~E~~ employee shall be credited with vacation leave from the date of ~~**his/her**~~ **their** appointment by the City as ~~**a former sworn Ranger or**~~ a sworn member of the Police Department, at the rates enumerated in subsections (i) through (iv) below. Such leave shall be at ~~**his/her**~~ **their** regular base rate of pay, plus any applicable premium rate of pay and/or self-improvement incentive pay.

i. One hundred twenty hours (120 hours) per year through the first ten (10) continuous years of service.

ii. One hundred forty-four hours (144 hours) per year beginning with the eleventh (11th) year of service, up to and including the thirteenth (13th) continuous full year of service.

iii. One hundred sixty hours (160 hours) per year beginning with the fourteenth (14th) year of service, up to and including the twentieth (20th) continuous full year of service.

iv. Two hundred hours (200 hours) beginning with the twenty-first (21st) year of continuous service.

b. In January of each year, vacation leave banks will be credited with an employee's entire vacation in accordance with section VI(A)(1) above, for the calendar year ahead, in January of each year. Though credited in advance for the subsequent calendar year, the vacation leave is earned and accrued on a pro rata basis throughout the year.

c. In the event that an employee separates from City service, for whatever **reason** ~~**cause**~~ (except in the case of death resulting from **an** on-the-job injury), during the calendar year for which the annual vacation banks have been credited, such

vacation bank shall be adjusted on a pro rata basis in relationship to the period of service in the final year of employment.

d. ~~**Effective the first pay period after January 1, 2009,**~~ Police Officers will be given the option to use their accrued vacation before entering the FTO program.

2. Usage

Vacation leave may be taken only upon the approval of the Chief of Police or **designee.** ~~**his/her designated representative**~~.

~~**3. Paychecks During Vacation**~~

~~**If a pay period falls within an employee's scheduled vacation period, the employee shall be entitled to receive prior to the start of such vacation period, upon request in accordance with established City procedures, any regular paycheck(s) which would normally be received during said period.**~~

~~**This provision shall apply only to employees whose scheduled vacation leave is five (5) consecutive working days or longer.**~~

~~4.~~ 3. Buy-back

Employees may sell back to the City up to one hundred twenty (120) hours of accrued vacation leave each calendar year provided that:

a. The employee has taken at least forty (40) hours of vacation leave during the preceding calendar year;

b. The employee's remaining balance, after buy-back has occurred, is at least one (1) year's accrual at the accrual rate applicable at the time of buy-back.

c. ~~**Unit members**~~ **Employees** who wish to sell back vacation must file an irrevocable election identifying the number of Vacation Leave hours they will sell back in December of the tax year preceding the sell back. The election will apply only to Vacation Leave hours accrued in the following tax year.

d. Employees who do not pre-designate a buy-back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that year.

City of Oakland to the OPOA
Tentative Agreement (CP) #12 Article VI(A) Vacation Leave
DATE:6/1/2026

e. In the event of financial hardship, an employee may, at any time, sell back unused Vacation Leave, even if they have not filed a timely irrevocable election. Financial hardship will be determined in accordance with nondiscriminatory and objective standards and is defined as a situation where (1) the sellback is needed to address an immediate and heavy financial need, and (2) the sellback is limited to the amount necessary to satisfy that financial need. Financial hardship includes, but is not limited to: medical or other expenses related to the illness, injury or death of the employee or the employee's immediate family; loss of the employee's property due to casualty, or repair expenses for damage to the employee's principal residence; or payments necessary to prevent eviction of the employee from the employee's principal residence or foreclosure of the mortgage of that residence. The sell-back shall be limited to the amount necessary to meet the financial hardship, including any amounts necessary to pay federal, state, or local income taxes reasonably anticipated to result from the sell-back. However, the total amount of Vacation Leave sold back (including both pre-election and hardship withdrawal) shall not exceed one-hundred and twenty (120) hours per year.

To sell back unused Vacation Leave in the event of financial hardship, the employee must provide a signed affidavit describing the type of hardship and the amount of the requested sell-back. The employee shall not be required to produce financial or other private information to support the affidavit. The City shall develop a form which shall be used and which will contain the following statement: "I declare under penalty of perjury of the laws of the state of California that the foregoing is true and correct and hat the amount of Vacation Leave I am requesting to sell-back is limited to the amount necessary to meet the financial hardship, including any amounts necessary to pay federal, state, or local income taxes reasonably anticipated to result from the sell-back. By signing below, I accept full liability for all tax or other financial consequences in the event that a taxing authority later finds any of the information provided in this affidavit to be inaccurate."

For the City:

Allyson Cook
Chief Negotiator

Date: 6/1/26

For the Union:

Rocky Lucia
Chief Negotiator

Date: 6/1/26

City of Oakland to the OPOA
Tentative Agreement UP# 22 Article VI(G)(3) Holiday Pay
DATE:6/1/2026

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

Article VI LEAVES AND HOLIDAYS
G. HOLIDAYS

3. Holiday Pay

All qualifying bargaining unit employees will be paid straight time for the full length of their regularly scheduled shift for each holiday as designated in Article VI Section G. In order to qualify for receipt of compensation for a designated holiday, a unit member must be in paid status the work day before and the work day after the designated holiday.

Pursuant to Article III, Section E, in addition to the straight-time holiday pay, if the holiday is worked, the employee shall be paid for all hours worked at the overtime rate of time and one-half (1.5). If the holiday is not worked because of a regular day off, or by employer request, employee will be paid holiday pay at the straight time rate. ~~In the event that a holiday falls on a member's day off, the member may take the holiday in pay or comp time at straight time, at his/her election.~~

For the City:

Allyson Cook
Chief Negotiator

Date: 6/1/26

For the Union:

Rocky Lucia
Chief Negotiator

Date: 6/1/26

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

ARTICLE III DIRECT PAY FOR SERVICE

D. Adjustment for Overpayments

In the event the City erroneously overpays a unit member, regardless of fault, the City shall recover any overpayment as follows: The City will provide written notice to each employee when ~~**he/she**~~ **they** receive~~**s**~~ a**n** ~~**wage**~~ overpayment. The notice will advise the employee of the amount of overpayment, **repayment options,** and request that the employee ~~**either reimburse the City for the full amount of overpayment or**~~ consent to deduct the overpayment from the employee's pay~~**checks**~~. The notice shall also advise employees of the right not to consent, provided however, the City may pursue appropriate legal action **in order to recover the overpayment**.

No repayment will be allowed for active employees outside of payroll processing as stated above.

For the City:

Allyson Cook (Sep 3, 2026 13:22:20 PDT)

Allyson Cook
Chief Negotiator

Date:

Sep 3, 2026

For the Union:

Rocky Lucia (Sep 3, 2026 15:53:14 PDT)

Rocky Lucia
Chief Negotiator

Date:

Sep 3, 2026

City of Oakland to the OPOA
Me Too Terms
August 27, 2026

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED CONTRACT LANGUAGE

During the term of the effective Memorandum of Understanding between the City and the OPOA (Rank and File) & OPMA (Managers), July 1, 2026 – June 30, 2031, employees in their represented classifications shall receive any enhanced compensation (as defined below) provided to other bargaining unit employees currently represented by IFPTE, Local 21, IAFF Local 55, IBEW, Local 1245, CMEA, and/or SEIU, Local 1021, as may be negotiated, imposed by the City Council or awarded through arbitration commencing from the date of this agreement through June 30, 2031. Any such enhancements above Base Compensation, as defined below, shall be provided in the form of a "cost-of-living" wage increase (COLA) to OPOA and OPMA members effective on the same date(s) as set forth in those agreements.

For the purpose of this agreement, Above Base Compensation for IFPTE, Local 21, IAFF Local 55, IBEW, Local 1245, CMEA, and/or SEIU, Local 1021 shall be determined as follows:

1. Prospectively determine the cumulative and ongoing increase in wages, benefits or other compensation (including but not limited to premiums, allowances, longevity, equity/market wage adjustments), by labor agreements, arbitration awards or imposed terms with the unions named above, expressed as a percentage wage increases (sometimes referred to as COLAs) of equal value at the close of the last day of the relevant contracts, imposed terms or arbitration awards.

2. Prospectively deduct the cumulative ongoing value of any negotiated new or increased contributions to the City, concessions, or cost containment items (pay-fors) expressed as a percentage COLA of equal value to any other economic term in the MOUs or tentative agreements imposed terms or arbitration awards at the close of the last day of the term of the same.

3. Compare the difference between Nos. 1 and 2 to the Amount in the below table for the relevant length of the contracts, imposed terms or arbitration awards.

4. If the amount calculated in Nos. 1, 2, and 3 exceeds the Base Amount then the difference shall be considered Above Base Compensation and paid as a COLA to OPOA and OPMA members on the relevant payment date, described in the table below.

City of Oakland to the OPOA
Me Too Terms
August 27, 2026

The calculations above shall be certified and approved by the City's Finance Director. If the amount is disputed by the OPOA and the parties cannot agree on the calculation the matter will be resolved through the grievance arbitration process identified in the OPOA MOU.

For any successor contracts, imposed terms or arbitration award whose term is beyond the expiration of the OPOA/OPMA successor agreement of June 30, 2031, the total days of the agreements, imposed terms or arbitration awards, shall be summed and then divided by the number of days in the OPOA/OPMA Contracts (1,826 Days). This will result in a value in excess of one. This value will be multiplied by the OPOA/OPMA Base resulting in a new larger Base value. The Alternate MOU Increase will be compared against this new Base value to determine any enhanced compensation. Any enhanced compensation will be provided to OPOA/OPMA with a payment date of the First Full Pay Period in June 2031.

Years	Term of Contract, Imposed Terms or Arbitration Award	Base Amount	Payment Date: First Full Pay Period in:
1	Expiring June 30, 2027 or earlier	2.25%	July 2027
2	Expiring June 30, 2028 or earlier	4.30%	July 2028
3	Expiring June 30, 2029 or earlier	7.43%	July 2029
4	Expiring June 30, 2030 or earlier	9.58%	July 2030
5	Expiring June 30, 2031 or earlier	11.77%	June 2031

This agreement is entered into on a non-precedent setting basis.

For the City:

Allyson Cook (Sep 3, 2026 13:22:20 PDT)

Allyson Cook
Chief Negotiator

Date:

Sep 3, 2026

For the Union:

Rocky Lucia (Sep 3, 2026 15:53:14 PDT)

Rocky Lucia
Chief Negotiator

Date:

Sep 3, 2026

August 24, 2026

OPOA (Rank and File)/City of Oakland 2026 Successor Negotiations

TERM SHEET WITH CONTRACT LANGUAGE

1. WAGES. See **Attachments A**. Attached is the proposed language.

2. HEALTH CARE COST SHARING. See **Attachment B**. Attached is the proposed language.

3. PENSION CONTRIBUTION. See **Attachment C**. Attached is the proposed language.

4. OVERTIME REOPENER AND COMPENSATORY TIME. See **Attachment D**. Attached is the proposed language

5. USE OF NON-SWORN EMPLOYEES. See **Attachment E**. Attached is the proposed language.

6. LONGEVITY: See **Attachment F**. Attached is the proposed language.

7. AGREEMENT. City's Counter Proposal to Union Proposal #25 on Bilingual Premium passed on June 22, 2026. See **Attachment G**. Attached is the agreed upon language

8. AGREEMENT. City's Counter Proposal to City Proposal #1 on Attachment 3 Promotional Examinations Between the City and the OPOA; Sign-up; Examination Weights and Conduct of Examination passed on July 2, 2026 and attached as **Attachment H**. Attached is the agreed upon language

9. AGREEMENT. City's Counter Proposal to Union Proposal #6 – Access to Policies passed on April 30, 2026 attached as **Attachment I**. Attached is the proposed language.

10. AGREEMENT. City's Couter Proposal to Union Proposal #41 – Article XII(G) Duration passed on May 22, 2026 and attached hereto as **Attachment J**. Attached is the agreed upon language

11. AGREEMENT. City's MEDIATION Counter Proposal to Union Proposal #19 – OPOA/Mayoral Meetings passed on July 2, 2026 and attached hereto as **Attachment K**. Attached is the proposed language.

12. AGREEMENT. City's MEDIATION AMENDED Counter Proposal to Union Proposal #7 – Case Closures attached as **Attachment L**. Attached is the proposed language.

13. AGREEMENT. City's 2ND MEDIATION COUNTER PROPOSAL to Union Proposal #26 and City Proposal #10 – Article VI(B) Sick Leave attached as **Attachment M**. Attached is the agreed upon language.

14. AGREEMENT. City's MEDIATION Counter Proposal to Union Proposal #21 – Article III(H)(4)(a) Motorcycle attached as **Attachment N**. Attached is the agreed upon language

15. AGREEMENT. City's MEDIATION AMENDED Proposal #16 – Article X Grievance Procedure attached as **Attachment O**. Attached is the agreed upon language

16. AGREEMENT. City's MEDIATION Amended Counter Proposal to Union Proposal #24 – Article III(H)(4)(b) Aerial Patrol Duty attached as **Attachment P**. Attached is the agreed upon language.

17. AGREEMENT. City's MEDIATION Amended Counter Proposal to Union Proposal #37 – Article VII(B) Education Incentives attached hereto as **Attachment Q**. Attached is the agreed upon language.

18. PARTIAL AGREEMENT. City's Counter Proposal to City Proposal #17 – Appendix C passed. The parties continue to negotiate a list of neutrals. Attached is the proposed language. See **Attachment R**.

19. AGREEMENT. City Counter Proposal to UP # 15-19 on Various Joint Labor Management Meetings attached hereto as **Attachment S.** Attached is the agreed upon language

20. OPEN ISSUE. The City and OPOA will continue to negotiate the Side Letter on CalPERS Compliance issues. The City's counter-proposal will be sent under separate cover.

21. OPEN ISSUE. The City and OPOA will continue to negotiate to update Article IX(E)(ii) Employee Health Assistance Programs to conform to current practice.

22. The following Tentative Agreements are included:

A. City Proposal #2 - Pronoun Cleanup signed June 1, 2026.

B. City Proposal #3 – Article 1(B) Discrimination Prohibited signed May 22, 2026.

C. City Proposal #4 – Article III(F) Salary Steps for Rank of Police Officer signed May 22, 2026.

D. City Proposal #5 – Article (C)(1) City-Association Relationship signed May 22, 2026.

E. City Proposal #6 – Article IX(Q)(1) Transitional Assignments for Employees Temporarily Disabled signed May 22, 2026.

F. City Proposal #12 – Article VI(A) Vacation Leave signed June 1, 2026; and

G. Union Proposal #22 – Article VI(G)(3) Holiday Pay signed on June 1, 2026.

All are subject to OPOA ratification and City Council adoption.

For OPOA:

Rocky Lucia
Lead Negotiator

Date: August 27, 2026

For City of Oakland

Allyson Cook
Lead Negotiator

Date: August 27, 2026

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

AGREED CONTRACT LANGUAGE

ARTICLE III DIRECT PAY FOR SERVICE

A. Salary

~~**Effective July 1, 2015, the base salary for represented employees shall be increased by four percent (4%).**~~

~~**Effective January 1, 2016, in recognition of an agreed upon equity adjustment, the base salary for represented employees shall be increased by two and a half percent (2.5%).**~~

~~**Effective January 1, 2017, in recognition of an agreed upon equity adjustment, the base salary for represented employees shall be increased by one percent (1 %).**~~

~~**Effective May 1, 2017, the base salary for represented employees shall be increased by four percent (4%).**~~

~~**Effective January 1, 2018, the base salary for represented employees shall be increased by two and a half percent (2.5%).**~~

~~**Effective January 1, 2018, in recognition of an agreed upon equity adjustment, the base salary for represented employees shall be increased by one percent (1 %).**~~

~~**Effective July 1, 2018, in recognition of an agreed upon equity adjustment, the base salary for represented employees shall be increased by two percent (2%).**~~

~~**Effective January 1, 2019, the base salary for represented employees shall be increased by two and a half percent (2.5%).**~~

~~**Effective 1st full pay period of July 2020, (11 July 2020) the base salary for represented employees shall be increased by two and a half percent (2.5%).**~~

~~**Effective 1st full pay period of July 2021 (20 July 2021) the base salary for represented employees shall be increased by three percent (3%).**~~

~~**Effective 1st full pay period of July 2022, (9 July 2022) the base salary for represented employees shall be increased by three and a half percent (3.5%).**~~

~~**Effective 1st full pay period of July 2023 (8 July 2023) the base salary for represented employees shall be increased by three and a half percent (3.5%).**~~

~~**Effective 1st full pay period of July 2024 the base salary for represented employees shall be increased by three percent (3%).**~~

~~**Effective 1st full pay period of July 2025 the base salary for represented employees shall be increased by three percent (3%).**~~

Effective the first full pay period in January 2027, the base salary for represented employees shall be increased by two percent (2%).

Effective the first full pay period in January 2028, the base salary for represented employees shall be increased by one percent (1%).

Effective the second full pay period in June 2028, the base salary for represented employees shall be increased by one percent (1%).

Effective the first full pay period in January 2029, the base salary for represented employees shall be increased by one and one quarter percent (1.25%).

Effective the second full pay period in June 2029, the base salary for represented employees shall be increased by one and three quarters percent (1.75%).

Effective the first full pay period in January 2030, the base salary for represented employees shall be increased by one and one quarter percent (1.25%).

Effective the second full pay period in June 2030, the base salary for represented employees shall be increased by one and three quarters percent (1.75%).

Effective the first full pay period in January 2031, the base salary for represented employees shall be increased by three percent (3%).

Effective the last full pay period of June 2031, the base salary for represented employees shall be increased by one percent (1%).

CITY OF OAKLAND TO THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

AGREED CONTRACT LANGUAGE

ARTICLE V INSURANCE PROGRAMS

1. Health Insurance

A. **City Contribution.** The City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees' Medical and Hospital Care Act (PEMHCA) on behalf of each active employee and qualified retiree. In addition, the City shall make **an** employer contribution to the flexible plan on behalf of each active employee in an amount which, together with the ~~**minimum**~~ PEMHCA **minimum** ~~**equals**~~ contribution **and the employee cost sharing below in subsection V(1)(B)** shall be an amount equal to one hundred percent (100%) of the premium cost of employee and dependent health insurance coverage in the applicable Bay Area Kaiser (PEMHCA) plan.

B. **Employee Contribution.**

i. **Effective the first full pay period in January 2027, the City's health premium contribution shall be ninety-seven and one-half percent (97.5%) of the Bay Area Kaiser (PEMHCA) plan premium based on the employee's enrollment tier (i.e., employee only, employee +1, employee + family). Employees shall pay all remaining cost associated with the plan in which they enroll.**

ii. **Effective the first full pay period in January 2028, the City's health premium contribution shall be ninety-five percent (95%) of the Bay Area Kaiser (PEMHCA) plan premium based on the employee's enrollment tier (i.e., employee only, employee +1, employee + family). Employees shall pay all remaining cost associated with the plan in which they enroll.**

iii. **Effective the first full pay period in January 2029, the City's health premium contribution shall be ninety-two and one-half percent (92.5%) of the Bay Area Kaiser (PEMHCA) plan premium based on the employee's enrollment tier (i.e., employee only, employee +1, employee + family). Employees shall pay all remaining cost associated with the plan in which they enroll.**

iv. **Effective the first full pay period in January 2030, the City's health premium contribution shall be ninety percent (90%) of the Bay Area Kaiser (PEMHCA) plan premium based on the employee's enrollment tier (i.e., employee only, employee +1, employee + family). Employees shall pay all remaining cost associated with the plan in which they enroll.**

C. Mandatory Enrollment.

An eligible unit member will be enrolled in the CalPERS PEMHCA Bay Area Kaiser Plan with employee-only coverage, unless the unit member submits an Employee Benefits Enrollment form for a different PEMHCA health plan for enrollment of self and dependents, if any. The exception is if a unit member is enrolled in PEMHCA under another CalPERS member's health plan, as CalPERS does not permit dual enrollment.

Any new member, graduating from a City-sponsored police academy, who does not submit enrollment forms within thirty (30) days of eligibility, will be enrolled in the CalPERS Bay Area Kaiser Employee Only plan ("1-party") by default. During the period pending the eligible member's submittal of PEMHCA enrollment forms, the City will maintain the member's coverage through available non-CalPERS PEMHCA medical coverage for up to 30 days, after which, member will be enrolled in the default plan. If dependent information is on file, the new member will be enrolled in the default CalPERS Bay Area Kaiser for member and spouse or family coverage for member, spouse or family coverage for member, spouse, and dependent children.

Any member requesting to change from the default CalPERS Bay Area Kaiser plan, absent a qualifying life event, will be subject to the CalPERS PEMHCA enrollment waiting period of ninety (90) days, unless the plan change has been approved by CalPERS as a result of **its ~~their~~** appeal**~~s~~** process.

D. Exceptions to Mandatory Health Coverage Enrollment

Notwithstanding the provisions of section C above, unit members may waive the City's health benefits coverage by 1) providing satisfactory proof of insurance coverage and 2) completing the benefit waiver process, including any required forms, at the time the unit member establishes initial eligibility and/or annually during the Annual Open Enrollment period. Upon the City's receipt of satisfactory proof of the member's health insurance coverage, the unit member may elect to receive a monthly-in-lieu payment of one hundred and sixty dollars ($160 per month) effective the month in which the waiver becomes effective.

~~Health Insurance Reopener~~

~~The parties agree that the City may request that the OPOA reopen the MOU, specifically this section A, for purposes of engaging in discussions concerning modification of the health insurance identified in section 1 hereinabove. Such reopener shall be limited and subject to the following: The reopener shall be exercised in years three or four.~~

a. ~~**The reopener can only be exercised between January 1st and March 1st of each year.**~~

b. ~~**Any modification of section 1 hereinabove, specifically health plans, providers, premiums, or benefits are subject to mutual agreement of the parties.**~~

c. ~~**Any modification of section 1 hereinabove, specifically health plans, providers, premiums, or**~~ **benefits are subject to mutual agreement of the** ~~**parties.**~~

CITY OF OAKLAND TO THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

AGREED CONTRACT LANGUAGE

ARTICLE IV RETIREMENT

A. Retirement Benefits

The City agrees to continue to contract with the Public Employees' Retirement System (Cal PERS) to provide retirement benefits for eligible bargaining unit members in accordance with the Public Employees' Retirement Law and related regulations.

1. Tier One: Safety 3.0% at 50 Retirement Plan - Unit Members Hired Prior to July 1, 2011.

Section A.1. (including subsections) shall apply to bargaining unit members hired prior to July 1, 2011

a. 3% at 50 Retirement Plan

The 3% at 50 retirement plan will be available for each bargaining unit member covered by Section A.1.

b. Required Bargaining Unit Member Contribution

Each bargaining unit member covered by Section A.1 shall pay the full member contribution of nine percent (9%). **They shall also contribute as set forth in Section IV(A)(4)(a) below.**

c. Final Compensation Based on Twelve Month Period

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by Section A.1 shall mean the highest twelve (12) consecutive month period of compensation earnable.

2. Tier Two: Safety 3% @ 55 Retirement Plan - Unit Members Hired On or After July 1, 2011 But Before January 1, 2013 and Classic Unit Members, as Determined by CalPERS.

Section A. 2 (including subsections) shall apply to bargaining unit members hired on or after July 1, 2011 but before January 1, 2013. In addition, this Section A.2 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02 (c) and related CalPERS reciprocity (Classic Members).

a. 3% at 55 Retirement Plan

The plan will be available for each bargaining unit member covered by Section A. 2

b. Required Bargaining Unit Member Contribution

Each bargaining unit member covered by Section A.2 shall pay the full member contribution of nine percent (9%). **They shall also contribute as set forth in Section IV(A)(4)(a) below.**

c. Final Compensation Based on Three Year Average

For the purpose of determining a retirement benefit, final compensation for bargaining unit members covered by Section A.2 shall mean the highest three (3) consecutive year period of compensation earnable, as specified in Government Code 20037.

3. Tier Three: Safety 2.7% At 57 Retirement Plan - Unit Members Hired On or After January 1, 2013.

Section A.3 (including subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013 and who do not qualify for pension reciprocity as a Classic Member as stated in Government Code Section 7522.02 (c).

a. 2. 7% at 57 Retirement Plan

The 2.7% at 57 retirement plan will be available for each bargaining unit member covered by Section A. 3.

b. Required Bargaining Unit Member Contribution

As required by Government Code Section 7522.30, bargaining unit members covered by Section A.3 shall pay, through payroll deductions, fifty percent (50%) of normal cost. **They shall also contribute as set forth in Section IV(A)(4)(b) below.**

c. Final Compensation Based on Three-Year Average

As required by Government Code Section 7522.30, for the purpose of determining a retirement benefit, final compensation for bargaining unit members covered by Section A.3 shall be based on the highest average annual pensionable compensation earned by the member during the thirty-six (36) consecutive months of service.

4. Employee Contribution to Employer's Share

a. Tiers One and Two

Effective January 1, 2013, all represented **"Classic"** members (**defined as Tiers One and Two)** shall pay the full, normal employee retirement contribution of nine percent (9%)**. As of January 1, 2017, represented employees in Tiers One and Two also pay an additional three percent (3%) of compensation toward the employer's share of the CalPERS pension cost, for a total employee contribution of twelve (12%).**

~~Effective January 1, 2016, a~~ Additionally, all represented "Classic" members (defined as Tiers One and Two) shall pay additional contributions toward the employer's share of the CalPERS pension costs, as follows:

Effective Date	Additional Employee Contribution	Total Employee Contribution
July 1, 2026	0%	12%
July 1, 2027	1.5%	12% + 1.5% = 13.5%
July 1, 2028	0.5%	13.5% + 0.5% = 14%
July 1, 2029	0.5%	14% + 0.5% = 14.5%
July 1, 2030	0.5%	14.5% + 0.5% = 15%

b. Tier Three

Each represented member in Tier Three shall also pay additional contributions toward the employer's contribution to CalPERS, as follows:

Effective Date	Additional Employee Contribution	Total Employee Contribution
July 1, 2026	0%	50% of the Normal Cost
July 1, 2027	1.5%	50% of the Normal Cost + 1.5%
July 1, 2028	0.5%	50% of the Normal Cost + 2.0%

July 1, 2029	**0.5%**	**50% of the Normal Cost+ 2.5%**
July 1, 2030	**0.5%**	**50% of the Normal Cost + 3.0%**

Such contributions shall be made on a pre-tax basis pursuant to section 414(h)(2) of the Internal Revenue Code and will be attributed to the employee's CalPERS account to the extent permissible by the California Public Employee Retirement Law. **~~An additional one percent (1 %) shall be effective January 1, 2017.~~**

B. Optional Benefits

For members in all three tiers, the City will continue to maintain the current agreement with CalPERS for optional benefits in accordance with the Public Employees Retirement Law and the Public Employees Pension Reform Act of 2013.

C. Military Service Credited as Public Service

Members may elect to purchase Military Service Credit in accordance with applicable CalPERS Service Credit Purchase Options requirements.

D. Limitation to Operability

This provision shall be operative only as long as the City of Oakland "pickup" of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

E. Deferred Compensation Plan

Represented employees may participate in the City's established deferred compensation plan. The **~~Oakland Police Officers'~~** Association shall have one voting member on the City's Deferred Compensation Committee.

F. PORAC Retiree Medical Trust (RMT)

The Association will establish participation in a retiree medical trust administered by the PORAC Retiree Medical Trust (RMT), and the cost of establishing the Trust shall be at no cost to the City. The City is not a party to the Trust, aside from transferring funds, and has no obligations to the management, regulatory compliance or performance of the trust. In the event the Trust becomes insolvent or unable to pay, the City has no financial obligation to the Trust, the members or the Association.

The City will transfer a monthly pre-tax employee contribution as set by the Association for each Association member, on an ongoing biweekly basis. As each member will contribute the same predetermined dollar amount, no member election forms designating the amount will be needed, allowed or requested; and there shall be no member election available to take the member contribution amount in cash, or to determine the member contribution amount. These contributions shall be included as salary for purpose of calculating retirement benefits.

~~**City will contribute $1,000.00 per Association member into an RMT in the first pay period in July of 2020. To be eligible for this payment, an OPOA member must be employed with the City on July 1, 2020.**~~

~~**City will contribute $1,000.00 per Association member into an RMT in the first pay period in July of 2021 . To be eligible for this payment, an OPOA member must be employed with the City on July 1, 2021.**~~

The City will comply with reasonable rules set by the PORAC RMT Trust with regard to reporting and depositing the required contributions set forth above, typically involving providing the PORAC RMT with the name, social security number and amount · paid for each Association member. In the event the reporting requirement of the Trust requires reporting beyond that which the City typically provides, the City may require the Association to pay for any costs related to programing or producing such reports. Prior to engaging in any activity that could result in such an expense, the City will secure the Association's authorization.

The Association agrees to indemnify and hold the City harmless from any liabilities of any nature which may arise as a result of the operating of the PORAC RMT except for the obligation of the City to make and report the non-elective transfer of Association member contributions as described above.

The monies contributed to the Trust fund shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no Association member election/option available to take such amount in unrestricted cash.

The purpose of this trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any City health insurance funding program, unless changed by mutual written agreement of the parties. The employee contributions set forth above, unless otherwise dictated by law or rules set forward by the Public Employees Retirement System (PERS), shall be included as salary for purpose of calculating pension benefits.

The City hereby acknowledges receipt of the Trust Agreement governing the Trust. The City will cooperate with the Trust in allowing a payroll audit only for the purpose of

ascertaining if the proper amount of contributions have been made, and will meet with the Association within three (3) calendar days should the City make a late contribution.

G. CalPERS OPEB Trust

The reductions in retiree medical benefits for Association **~~OPOA~~** members and retirees negotiated as part of the 2018 contract extension are intended to reduce the City's retiree medical costs. Beginning in 2019 and continuing for the life of the contract, the City will contribute the difference between each year's Pay-As-You-Go retiree medical cost and the 2018 Pay-As-You-Go retiree medical cost (i.e., 2018 PayGo minus current year PayGo) to a Section 115 Trust for the payment of retiree medical benefits for **Association** **~~OPOA~~** members.

There will be no payment if the current year Pay-As-You-Go cost exceed the 2018 Pay-As-You-Go cost. Moreover, in the event the Actuarially Required Contribution (ARC) is less than the difference in Pay-Go amounts, the City will contribute the ARC.

[Example 1: Assume the 2018 Pay-Go amount is $8.0 Million and the Y-1 Pay-Go amount is $7.5 Million; the City will contribute $500,000 into a Section 115 Trust in Y-1.]

[Example 2: Assume the 2018 Pay-Go amount is $8.0 Million and the Y-2 Pay-Go amount is $8.5 Million; the City is not obligated to make a contribution into the Section 115 Trust in Y-2 .]

[Example 3: Assume the 2018 Pay-Go amount is $8.0 Million and the Y-3 Pay-Go amount is $7.5 Million, but the ARC is $250,000; the City will contribute $250,000 into a Section 115 Trust in Y-3.]

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

AGREED CONTRACT LANGUAGE

ARTICLE III DIRECT PAY FOR SERVICE

G. Overtime

1. Overtime

a. Whenever, in the judgment of the Chief of Police or **designee** ~~**his/her designated representative**~~, an employee is required to work in excess of **their** ~~**his/her**~~ regular workweek or regular work day, including work on a holiday as designated in Article 5 Section G, ~~**he/she**~~ **they** shall be compensated for such overtime worked at the rate of one and one-half (1-1/2) times the hourly base rate of pay for ~~**his/her**~~ **their** classification. Where the City's obligations under the FLSA exceed its obligations under this MOU, the City will pay overtime based on FLSA requirements. It is understood that the City's obligations under the FLSA are calculated based on a 28-day cycle under section 7K of the FLSA pursuant to Administrative Instruction 124.

a~~.~~ **b.** Minimum Overtime Guarantee

An employee who is called back to work after **they** ~~**he/she has**~~ **have completed** ~~**his/her**~~ **their** regular shift and has left ~~**his/her**~~ **their** place of employment, or who is required to make a job-related court appearance on off-duty hours shall be compensated for a minimum of two and one-half (2-1/2) hours of overtime worked. An employee who is required to make a job-related court appearance on ~~**his/her**~~ **their** scheduled day off shall be compensated for a minimum of four (4) hours of overtime worked. An employee who is required to work on ~~**his/her**~~ **their** scheduled day off shall be compensated for a minimum of five (5) hours of overtime worked. It is expressly understood that an employee who works overtime (including court appearances) immediately prior to or subsequent to **their** ~~**his/her**~~ regular work shift shall be compensated at the overtime rate of pay for the time actually worked, with no minimum number of hours of overtime guaranteed; further, it is understood that an employee who is on compensatory leave (OTA) or other paid leave of absence, excepting vacation leave, is not eligible for overtime compensation.

c. Form of Compensation

An employee who works overtime **~~and who is thus eligible for overtime compensation~~** shall receive overtime compensation in the form of cash**.** **~~or compensatory leave subject to the following provisions:~~. By mutual, written agreement between the Chief or designee and the employee, an employee may receive compensatory time off in lieu of pay for overtime worked.**

(i) Except for special events and third party or other reimbursed overtime (which is "paid only"), Employees who are exempt from the provisions of FLSA choosing cash compensation for direct charge overtime pursuant to Article 111 Section E, may defer payment for a later date. Employees covered under the provisions of FLSA choosing cash compensation for overtime may defer payment for a later date on overtime hours earned up to the 171-hour FLSA work period limit. Employees shall receive deferred overtime pay a maximum of twice each fiscal year, payable in the months of December and July. Deferred overtime payment requests for December must be made in writing by November 1 on a form, which shall be provided by the Department. Payments for such requests will be by separate check payable on the first Friday, in the month of December, which is not a payday. Any remaining or unclaimed deferred overtime will be paid at the end of each fiscal year by separate check on the first Friday, in the month of July, which is not a payday. Deferred overtime cannot be accumulated from one fiscal year to the next and it will be paid at the salary level at which it was earned.

(ii) The maximum amount of compensatory time which may be accrued shall be three hundred (300) hours. **Provided there is mutual agreement to accrue compensatory leave, a~~A~~**ny employee who has a balance of three hundred (300) or more hours in **~~his/her~~ their** compensatory time bank **~~(this includes both the pre-April 5, 1986 compensatory time bank and post-April 5, 1986 compensatory time bank)~~** shall receive any subsequent overtime earned in cash, until the balance once again drops below three hundred (300) hours. **The City shall have discretion to ~~will~~ buy down an employee's accrued, unused compensatory leave bank up to an amount that allows the employee to maintain two hundred (200) hours of in their bank. ~~in excess of three hundred (300) hours at a rate of no more than a total of two hundred (200) hours per calendar year.~~**

(iii) ~~However, notwithstanding this provision, the City may elect to buy down any overtime worked (OTW) credit in excess of ninety-six (96) hours.~~ The City shall cash out an employee's accrued,

unused compensatory leave bank prior to an employee's promotion to a higher classification up to an amount that allows the employee to maintain one hundred (100) hours of in their bank.

d. Reopener on Overtime Under the Fair Labor Standards Act (FLSA)

The parties agree that should staffing levels (filled positions) for sworn officers reach the required number set forth in Measure NN, the City may notice the OPOA to reopen the MOU specifically and only for purposes of meeting and conferring over modification of the Fair Labor Standards Act overtime threshold set forth in Article III(G). Any modification to the overtime thresholds is subject to mutual agreement of the parties.

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

AGREED CONTRACT LANGUAGE

ARTICLE IX SPECIAL PROVISIONS

C. Use of Non-Sworn Employees

Should the City want to use non-sworn employees, the following process shall apply:

1. The Chief of Police or designee may assign or re-assign to non-sworn employees any work which is not required to be performed by a peace officer so long as; (a) the assignment or re-assignment of the work does not result in the layoff of any member of the bargaining unit or the elimination of any currently budgeted bargaining unit position; or (b) there is no adverse impact on officer safety.

2. The Department will notify the Union fourteen (14) calendar days prior to implementation of the proposed change. In the event that the Union identifies negotiable impacts of such assignment or re-assignment (under the MMB), the parties shall meet and confer over those impacts. However, such meeting and conferring will not alter the City's right to implement the change or the timing thereof unless stayed pursuant to Paragraph 3.

3. In the event that the Union asserts an objection based upon officer safety (Section 1 hereinabove), and the parties do not reach a resolution of the dispute the matter will be submitted to expedited arbitration pursuant to Article X Section E (IDR). An arbitrator may stay the change pending expedited impasse resolution procedures pursuant to the standards and procedures set forth in Article X Section E (IDR) regarding the identified \safety impact.

4. The City may reassign the four (4) positions held by Sergeants in the Radio Room to civilian supervisors.

CITY OF OAKLAND AND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

AGREED CONTRACT LANGUAGE

ARTICLE III DIRECT PAY FOR SERVICE

H. Premium Pay

5. Longevity Premium Pay

~~At the beginning of each fiscal year during the term of this Memorandum, e~~**E**ligible represented employees shall receive **bi-weekly** longevity premium pay in accordance with the rates enumerated below **beginning in the pay period that the employee reaches the relevant service threshold on a prorated basis, if applicable**:

Effective July 1, 2026

	PERS	P&F
~~4~~ 5 through 6 years of service	**$98.08 bi-weekly (**$2,550**/fiscal year)**	
7 through 9 years of service	**$200 bi-weekly (**$5,200**/fiscal year)**	
10 through 14 years of service	**$215.39 bi-weekly (**$5,600**/ fiscal year)**	
15 through 19 years of service	**$230.77 bi-weekly (**$6,000**/fiscal year)**	
20 or more years of service	**$246.15 bi-weekly (**$6,400**/fiscal year)**	$1,168.30

~~Payment shall be in a lump sum, included and paid at the same time as the uniform allowance, and added to the second payroll in July each year. Payments to be reported to CalPERS when earned to conform to CalPERS Regulations. Eligibility for receipt of special premium pay under this provision shall be determined as of the beginning of each fiscal year.~~

Effective the first full pay period in July 2027 and July 2028, eligible represented employees shall receive bi-weekly longevity premium pay in accordance with the rates enumerated below, based on the represented employee's base rate of pay, beginning in the pay period that the employee reaches the relevant service threshold:

Beginning the First Full Pay Period in July 2027 through June 30, 2028

Years of Services	PERS	P&F
5 through 6 years of service	2% of base wage	
7 through 9 years of service	4% of base wage	
10 through 14 years of service	6% of base wage	
15 through 19 years of service	8% of base wage	
20 or more years of service	10% of base wage	$1,168.30

Beginning the First Full Pay Period in July 2028

Years of Services	PERS	P&F
5 through 6 years of service	3% of base wage	
7 through 9 years of service	6% of base wage	
10 through 14 years of service	9% of base wage	
15 through 19 years of service	12% of base wage	
20 or more years of service	15% of base wage	$1,168.30

Payment shall be paid bi-weekly and shall begin to be paid in the first full pay period following an employee's anniversary date that marks entry into a new longevity tier. For the purposes of Longevity Premium Pay, an employee's hire date is their most recent hire date with the City, such that any employee who separates from the City and returns would receive Longevity Premium Pay based on their most recent hire date. All City service from the most recent hire date is included in identifying eligible employees' years of service. The City shall report special compensation to CalPERS in accordance with CalPERS regulations.

Longevity Premium Pay must comply with California Code of Regulations section 571 for classic members, and section 571.1 for new members under PEPRA to be reported to CalPERS as longevity pay special compensation.

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

AGREED CONTRACT LANGUAGE

ARTICLE III Direct Pay for Service

H. Premium Pay

3. Bilingual Pay

On recommendation of the Chief of Police and the Director of **Human Resources Management** ~~**Personnel,**~~ the City may approve payments of ~~**Twenty-five**~~ **Fifty** Dollars ($**2**~~**5**~~0.00) per pay period to a bilingual employee whose abilities have been determined by the Director of **Human Resources Management** ~~**Personnel**~~ as qualified to fill positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:

a. Public contact requires continual eliciting and explaining information in a language other than English (including sign language); or

b. Where translation of written material in another language is a continuous assignment; or

c. The position is in a work location where there is a demonstrated need for language translation in providing services to the public.

A bilingual employee whose assignment is comprised of at least fifty percent (50%) non-English speaking members of the public, as determined by the Chief of Police, or an employee whose assignment utilizes their bilingual skills at a higher level, as determined by the Chief of Police, may receive bilingual payments of an additional Twenty-five Dollars ($25.00) per pay period.

Determinations made by the Chief of Police and/or the Director of **Human Resources Management** ~~**Personne**~~ under this provision shall not be subject to the grievance procedure.

City of Oakland to the OPOA
ATTACHMENT H - City Counter Proposal (CCP) to Union Proposal (UP) #44 and City Proposal (CP) #1 - Attachment 3 Promotional Examinations Between the City and the OPOA: Sign-up, Examination Weights and Conduct of Examination

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

AGREED CONTRACT LANGUAGE

ATTACHMENT 3
PROMOTIONAL EXAMINATIONS BETWEEN THE CITY OF OAKLAND AND THE OAKLAND POLICE OFFICERS' ASSOCIATION
~~JULY 1, 2015 – JUNE 30, 2026~~

The City proposes to clean up the existing numbering system throughout Attachment 3.

Sign-up. ~~An eligible employees may sign up to take the next examination at any time before the announcement of that examination, by sending a completed notice of intent form stating his/her desire to the Personnel Office of the Police Department. The Police Department will issue, with the announcement of an examination, a list of employees who have submitted a notice of intent. Any eligible employee whose name does not appear on the list may sign up for that examination by submitting a notice of intent to compete (promotional exam) form to the Police Personnel Office, within fourteen (14) calendar days from the posting date of the announcement.~~

Eligible employees may sign up to take the next examination during the application period for that examination by applying on the Applicant Tracking System. Submission of an application via the Applicant Tracking System is required for consideration.

Announcement. The announcement for a promotional examination shall include a general description of the examination portions and the weights assigned to each.

Examination Eligibility. Applicants must serve as employees of the Oakland Police Department for the time periods enumerated below to be eligible for the respective promotional examination. Service at another police organization shall not count toward the minimum years of service necessary to take the respective examination.

Minimum Qualification Criteria:

a) Five (5) years as a Police Officer --- to Sergeant of Police; and

b) Three (3) years as Sergeant of Police --- to Lieutenant of Police; and

c) One (1) years as a Lieutenant of Police --- to Captain of Police.

The above periods of service eligibility shall be determined as of the closing date of the application period.

Examination Weights. Weights of portions of a promotional examination shall be based on a current specification/job analysis for the classification being examined, as solely determined by the City.

Observers for promotional examinations shall be selected on the basis of the following criteria:

a) Prior to the examination, the declared and agreed observer shall be selected by the Chief of Police, the **Director of the Human Resources Management Department** ~~Director of Personnel~~ and the President of the Association.

b) The observer shall be an active or a retired police officer.

c) The observer may be from another law enforcement agency and shall have held the rank at least one rank above that of the candidates being examined.

d) Every reasonable effort shall be made to ensure a panel with a diverse composition.

There shall be one observer per examination.

a) The observer shall report to the City any and all suspected examination process irregularities, including but not limited to those that may discriminate on the account of race, color, religion/religious creed, sex/gender, pregnancy, marital status, national origin/ancestry, ages, physical and/or mental disability, medical condition, sexual orientation, gender identity, military or veteran status, or status in any other group protected by federal, state or local law. The Association is invited to attend this meeting.

The observer is required to report any suspected irregularities referenced in the preceding paragraph to the **Human Resources Management Department's** ~~Office of Personnel's~~ designated examination administrator by the conclusion of the

examination phase in which the alleged irregularity occurs. If the exam administrator fails to address the observer's concern to the observer's satisfaction, the observer shall promptly report the concern to the **Director of the Human Resources Management Department** ~~Director of Personnel Resource Management~~.

If an observer fails to report the suspected irregularity to the examination administrator by the conclusion of the examination phase in which the suspected irregularity occurs, the observer must report the suspected irregularity to the **Director of the Human Resources Management Department** ~~Director of Personnel Resource Management~~ as soon as reasonably possible.

b) The observer shall not report on nor disclose the content of an examination.

c) The observer shall not report on nor disclose the comparative performance of candidates participating in an examination. The observer shall not discuss the performance of an individual candidate, unless that candidate files a grievance alleging discrimination or examination irregularities as defined in Section 7.a, above. In that case, the City, and the observer will meet to discuss the observer's observations regarding the candidate's performance. The Association is invited to attend this meeting.

d) The observer shall be present at all phases of the examination, including: the training of the raters and the examination portions, except in the case of simultaneous portions/exercises where the observer can physically watch only one exercise without being disruptive. The scoring integration session with the raters may be monitored by the observer. **In the event that the observer is late to a portion of the exam, the exam may proceed as originally scheduled; the observer may enter and observe when it is minimally disruptive to do so.**

e) An examination candidate shall have the right to exclude the observer from any exercise, which requires the candidate to perform alone before any rater(s).

e) The observer is strictly limited to passively observe and shall not talk, disrupt, provide any information or clues to any candidate or rater during the examination process, nor interrupt proceedings in progress, or otherwise disturb the examination process.

g) The observer shall at all times protect the confidentiality of the examination content and ~~each and~~ every candidate's performance.

8. Conduct of Examinations.

a) Some portion of each promotional examination shall be an objective written test. "Objective" means a test that has a predetermined list of correct answers, which eliminates subjective opinion or judgment in the scoring process.

b) It is the intent of the parties to maintain candidate anonymity. during the testing/scoring process of promotional examinations. Candidate's anonymity in the scoring of promotional examinations shall be accomplished as follows:

In the written portion of the examination, candidates shall sign in and receive a pre-numbered test package containing all test materials for this portion of the examination. As soon as possible after the last candidate has signed in, the list of candidates with their test identification numbers shall be sealed in a tamperproof envelope and retained by the Office of Personnel for future identification in the testing process.

As soon as practicable, after the final weighted scale scores, including all challenges, item analysis, etc. have been determined, the envelope containing the list of candidates and their test identification numbers shall be opened in the presence of the neutral observer, and the candidate's name shall be linked to his/her ID number for the written test score. The City will provide a copy of the scale ranked scores to the neutral observer immediately upon completion of it.

If the examination is given in stages, for any stage requiring rating sheets and/or any other scoring instruments, the same numbered process and test materials procedures as outlined above shall be employed.

No part of this agreement shall preclude the City from retaining candidate names and IDs for the purposes of statistical analysis of exam components and ensuring the accuracy of candidate scores.

c) Candidates shall be required to complete a confidentiality agreement, which precludes candidates from sharing test information until the examination in progress is completed. Candidates violating the confidentiality agreement will have their names removed from the eligibility list.

d) Pass point shall be established solely at City discretion and will be available for review by the Association only, within a reasonable time period after completion of the promotional exam.

e) To the extent possible, the same assessors will be used to rate all of the candidates in exam process for each respective exercise.

~~e)~~ f) Sergeant of Police promotional examination shall use the following merit points for service as an FTO:

i. Any employee serving in good standing as a FTO, for the Oakland Police Department, for a minimum of one (1) year, in his/her prior five (5) years of service as of the closing date of the application period for the Sergeant of Police promotional examination shall receive one (1) additional point to his/her cumulative raw score.

ii. Any employee serving in good standing as an active FTO, for the Oakland Police Department, in excess of two (2) years in his/her prior five (5) years of service as of the closing date of the application period for the Sergeant of Police promotional examination, shall receive two (2) additional points to his/her final score.

g) Examinations shall be completed according to the following timeliness:

Sergeants: Ninety (90) days from the commencement of stage 1 to list publication.

Lieutenants: Sixty (60) days from the commencement of stage 1 to list publication.

Captain: Forty-five (45) days from the commencement of stage 1 to list publication.

h) Upon written request of an exam candidate, the City will provide the candidate and the **Association** ~~OPOA~~ a copy of its multiple choice key review which provides explanations for actions taken on test questions which are challenged, miskeyed, double keyed and/or eliminated.

i) Nothing in this agreement shall preclude the **Association** ~~OPOA~~ and the City, after consultation prior to an examination, from mutually agreeing to alternate methods, dates or any other modifications to provisions of this agreement with regard to conduct of examinations, including but not limited to extending the time deadlines noted above.

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

Letter of Understanding ("LOU") between
Oakland Police Officers' Association,
("Association") and the City of Oakland ("Oakland")

This represents an agreement between the Association and Oakland related to Access to Policies.

> **All Association members and their representatives, including legal counsel, have access to Power DMS records using the following link: OPD Publications - CITY OF OAKLAND - PowerDMS. In the event a policy, procedure, or protocol is not available using that link, the Department shall provide the document pursuant to a written request from the member or their representative.**

This LOU becomes effective following Council adoption of the 2026 successor Memorandum of Understanding between the Association and the City of Oakland. The provisions of this LOU are not subject to the grievance procedure of the MOU.

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

Article XII SCOPE

G. Duration

This memorandum shall become effective July 1, ~~**2015**~~ **2026** and shall remain in effect until the expiration date of June 30, ~~**2026**~~ **2031**.

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

Letter of Understanding ("LOU") between
Oakland Police Officers' Association,
("Association") and the City of Oakland ("Oakland")

This represents an agreement between the Association and Oakland related to the establishment of a Joint Labor Management Meeting with the Mayor.

Within ninety (90) days of the City Council ratification of the 2026 Memorandum of Understanding between the City of Oakland and the Association, the Mayor of Oakland and designated staff, and the Executive Board of the Association will meet in person, unless otherwise agreed to by all parties, on a quarterly basis to discuss issues related to OPOA members community engagement and ways to serve the public.

This LOU becomes effective following Council adoption of the 2026 successor Memorandum of Understanding. The provisions of this LOU are not subject to the grievance procedure of the MOU.

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED LANGUAGE

Letter of Understanding ("LOU") between
Oakland Police Officers' Association,
("Association") and the City of Oakland ("Oakland")

This represents an agreement between the Association and City of Oakland related to the closure of Internal Affairs investigation cases.

> **The City agrees to revise DGO-M3 Complaints Against Departmental Personnel or Procedures, to include a section as follows:**
>
> **"The Department will notify a member when there is a finding of not sustained, unfounded, or exonerated within ten (10) calendar days of the conclusion of the investigation."**

This LOU becomes effective following Council adoption of the successor Memorandum of Understanding. The provisions of this LOU are not subject to the grievance procedure of the MOU.

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

ARTICLE VI LEAVES AND HOLIDAYS

B. Sick Leave

1. Definition

Sick leave is defined as a period of time taken by a bargaining unit member for the purpose of recuperation from a**n** ~~**non-industrial**~~ injury or illness. Sick leave is a non-vested benefit and may not be cashed out or used for any purpose, except in accordance with this MOU.

2. Accrual

~~**Effective July 1, 2008 a**~~ **A** bargaining unit member shall earn sick leave at the rate of 3.692 hours per pay period up to a maximum of ninety-six (96) hours per calendar year. Sick leave credits may be accumulated **and shall** not ~~**to**~~ exceed four hundred eighty (480) hours.

~~**a. Transition Credit**~~

~~**In recognition of the transition from the sick leave program in existence prior to the implementation of this MOU, bargaining unit members will be credited with ninety-six (96) hours per year of sick leave credit during the past five years, up to a maximum of four hundred eighty (480) hours.**~~

~~**b**~~. **3.** Sick Leave Incentive Program

~~**Effective July 1, 2011,f Fifty percent (50%) of all accrued sick leave time in members' secondary/"virtual" sick time banks shall be converted to vacation time. Once this conversion occurs, the secondary/"virtual" sick time banks shall be eliminated. Thereafter,m**~~ **M**embers' sick leave bank accruals in excess of four-hundred and eighty (480) hours shall be converted annually. Such conversion shall occur no later than the first pay period in January of each calendar year. Fifty percent (50%) of the excess sick leave hours shall be converted to vacation time. Upon final separation from service, members' sick leave bank accrued balances shall be cashed out on a fifty percent (50%) basis.

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

ARTICLE III DIRECT PAY FOR SERVICE

H. Premium Pay

4. Other Premium Assignment Pay

a. Motorcycle

An employee who has completed a Department approved motorcycle training program and who, thereafter, is regularly assigned to ~~**duty as a motorcycle officer**~~ **traffic duty** shall receive five percent (5.0%) **motorcycle patrol premium** in addition to ~~**his/her**~~ **their** regular base rate of pay.

[NOT FOR THE MOU: THESE REVISIONS ARE FOR CALPERS COMPLIANCE AND SHALL NOT EXTEND THE PREMIUM TO ANY CLASSIFICATION OR ASSIGNMENT NOT CURRENTLY RECEIVING THE PREMIUM.]

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

ARTICLE X GRIEVANCE PROCEDURE

A. Definition

A grievance is hereby defined as any dispute which involves the interpretation or application of this Agreement, or disciplinary action taken against an employee, or controversy concerning the application of Departmental rules or general orders which are within the scope of bargaining.

It is the expressed intent of the parties that employees shall receive fair treatment and shall be disciplined only for just cause. The Department/City shall thoroughly and adequately investigate all allegations and comply with the members' due process rights. Grievances shall be resolved expeditiously and at the lowest possible administrative level. No grievance filed by an employee, pursuant to the provisions of this Article, may be resolved inconsistent with the terms of this MOU

B. Election of Grievance Appeal Process

Disciplinary action, defined as written reprimand, **a** suspension or termination, imposed upon an employee may be appealed through the Grievance Procedure as set forth in Section C of this Article. Alternatively**,** and only in the case of a suspension, fine, demotion, or **termination** ~~**disciplinary discharge**~~, the affected employee may submit ~~**his/her**~~ **their** appeal directly to the Civil Service Board in accordance with Section 3, Subsection 6, of the Personnel Ordinance (Ordinance No. 8979 C.M.S. as amended). This provision does not preclude an appeal of a written reprimand to arbitration pursuant to Section C of this Article. Nothing in this MOU is intended to limit individual employee rights and alternate appeal processes under the **Public Safety Officers Procedural Bill of Rights Act (Gov. Code §§ 3301–3313)** ~~**PSOBR**~~.

Once an affected employee has elected to pursue one of the above procedures for appeal, within the applicable time parameters, such election shall be irrevocable. After such election, the terms of the Personnel Ordinance or the terms of this Memorandum of Understanding (whichever is applicable) shall apply, including, if the grievance procedure of this Memorandum of Understanding is chosen, the subsequent option for appeal to the Civil Service Board at Step Four (4) as described therein.

C. Procedure

1. Step 1 Initial Procedure

a. Informal Discussion

The employee or the Association representative may present the grievance orally to the immediate supervisor within seven (7) calendar days from such time as the employee or Association should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide his/her response within seven (7) calendar days following the informal discussion.

b. Formal Submission

Should the grievance remain unresolved, the employee or Association representative may submit the grievance, in writing to the employee's Bureau Chief. The formal submission shall be made within seven (7) calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the seven (7) calendar days period provided for informal discussion. The grievance shall state the specific section of the Memorandum of Understanding, the Personnel Rules, or departmental rules or orders alleged to be violated, or the disciplinary action taken, and the proposed solution. The Bureau Chief shall render a decision in writing to the employee and/or Association within seven (7) calendar days of receipt of the formal submission of the grievance. Copies of all written grievances filed by employees shall be provided to the Association within a period not to exceed five (5) calendar days. Copies of responses thereto shall also be provided to the Association.

2. Step 2 Appeal to Chief of Police ~~Department Head~~

Should the grievance remain unresolved, the employee or Association representative may, within seven (7) calendar days of receipt of the Bureau Chief's decision, submit the grievance in writing to the Chief of Police. The Chief, or **~~his/her~~ their** designated representative, shall respond to the grievance in writing within seven (7) calendar days after receipt of the grievance. It is understood that nothing shall preclude the Association from presenting a grievance to the Chief of Police if it is deemed that such action is warranted by the nature or circumstances of the grievance.

3. Step 3 Employee Relations Officer - Association Representative

Should the grievance remain unresolved, the employee or Association representative may, within seven (7) calendar days after receipt of the **Chief of Police's or designee's** **~~department head~~** response, submit the grievance in writing to the Employee Relations Officer. The Employee Relations Officer, or a designated representative shall contact the employee or representative within seven (7) calendar days of receipt of the grievance to schedule a meeting to attempt to resolve the dispute.

The Employee Relations Officer or designee shall respond in writing to the grievance within thirty (30) days after the third step hearing. If the Employee Relations Officer fails to respond within **~~the~~** thirty (30) days, the Association may move the grievance to the next step.

4. Step 4 Conflict Resolution Process

The City and the Association encourage grievant(s) to attempt to resolve grievances through informal means. Either party to the grievance may request an informal resolution conference. The conference shall be attended by the individual grievant(s), a representative from the **Association** **~~OPOA~~** and the Director **of Human Resources Management or ~~Personnel or his/her~~** designee. Said conference shall be convened within ten (10) working days of the request initiated by either party. Participation in, or refusal by either the grievant(s), the **Association** **~~OPOA~~** or the City to participate in the conference, as well as any evidence, discussions, documents, statement, findings, recommendations, awards, orders, or any other record of the conference, shall not be presented as evidence, nor referred to any appeal or hearing by the grievant(s), Association or the City. In the event that all parties agree, they may request the assignment of a mediator from the State Mediation and Conciliation Service to assist in the informal resolution process.

No documentation regarding the Step Four (4) process shall be placed in any personnel file or other official file maintained for the purpose of making personnel decisions.

While the parties are utilizing the conflict resolution process set forth in Step Four (4), the parties may agree to extend the time limits described in Section D of this Article by no more than forty-five (45) days.

5. Step 5 Civil Service Board/Arbitration

Should the grievance remain unresolved, either the City or the Association may, within fourteen (14) calendar days of the third step response, submit the grievance to an impartial arbitrator who shall be selected by mutual agreement or, if such agreement is not reached, by **requesting a list of seven (7) arbitrators from the California State Mediation and Conciliation Service (CSMCS), and** alternately striking names from **the a** list of seven (7) arbitrators t**~~o be developed by the parties~~**. **~~In the absence of agreement on a list of arbitrators, the parties will request a list from the California State mediation and Conciliation Service.~~**

~~The following procedure will be used to determine if a viable permanent list of arbitrators can be established by the parties:~~

~~The parties will independently develop a written list of ten (10) arbitrators that they would propose be included as a permanent list of arbitrators to adjudicate disciplinary appeals. The parties will submit their respective lists directly to an agreed upon neutral third party who will receive the lists on a confidential basis.~~

~~Should there be six (6) names that appear on the lists then those six individuals will be deemed to be the six individuals who will be identified as the permanent panel. The third party neutral shall transmit to both parties only those names of the six individuals. No other names shall be disclosed by the neutral.~~

~~In the event that there are not six individuals that appear on both lists, the third party neutral shall destroy the lists and NOT disclose to either party or any third party, the names on either list. The neutral shall notify both parties that there were insufficient names on both lists to establish a permanent list.~~

In accordance with Civil Service Rules, the employee or Association may elect to submit a grievance concerning a suspension, fine, demotion or **termination** **~~discharge~~** to the Civil Service Board in lieu of arbitration. Such election is irrevocable.

If the Civil Service Board is selected, appeals shall be handled in accordance with the procedures established in the Personnel Ordinance and as modified by Appendix C of this Memorandum of Understanding.

If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees shall be borne equally by the parties. It is expressly understood that the arbitrator shall have no power or authority to add to or subtract from the provisions of this Agreement or departmental rules or general orders; provided that, if any inconsistency between this Agreement and any of the foregoing rules or orders exists, this Agreement shall prevail.

Notwithstanding the above, **~~the option of~~** arbitration may not be elected in grievances filed by probationary employees in entry level positions whose basis is failure to successfully complete the probationary period, or Police Officer Trainees who are removed from employment for failure to successfully complete the Recruit School.

Unless otherwise agreed to by the employee, in writing, all meetings and hearings for any disciplinary matter shall be private and confidential and shall include only the parties and exclusive representatives.

The City and the Association will alternate hosting the location for arbitration. **Alternatively, the arbitration may be held remotely if mutually agreed upon by the City and the Association. Election of a remote arbitration will not affect the alternating hosting location. For example, if the City was last to host an arbitration,**

the Association would host next, regardless of intervening arbitrations held remotely by mutual agreement.

At least ten (10) calendar days prior to the first day of the disciplinary appeal hearing, the parties shall exchange, in writing, the names of expert witnesses that they intend to call at the hearing. Expert witnesses are defined as ~~those~~ individuals who are not currently employed by the City of Oakland in any capacity and who are being called to proffer opinions or conclusions as to matters generally outside of the usual knowledge of the layperson and for the purpose of assisting the trier of fact in understanding a particular subject matter. This provision does not preclude either party from calling any other City or non-City employee as a witness and such witnesses are not subject to the disclosure provisions in this section.

For all grievances advanced to Step 5, representatives for the parties shall, at least forty-five (45) calendar days prior to the hearing, participate (either in person or via telephone) in an informal discussion(s) to consider whether the grievance can be resolved without a formal hearing. Such discussions shall be off-the-record and there shall be no reference, statement or mention of any such discussions or efforts should the matter proceed to formal hearing.

D. Time Limits

Time limits prescribed in Section C above may be modified by mutual agreement of the City and Association. Failure by the employee or Union to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the limits, unless so modified, shall cause the grievance to advance to the next step.

Steps One (1) and Two (2) may be waived by mutual agreement between the Association and the Department.

E. Immediate Dispute Resolution

1. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the City's interests, the Association, or a substantial number of members represented by the Association, either the City or the Association may upon written notice request suspension of the grievance process as described in Section (~~c~~**C**) of this Article and proceed to immediate resolution discussions with the Chief of Police, the Employee Relations Officer, and an Association Representative. Such informal labor-management discussions shall be concluded within thirty (30) days of the date of the initial request for same.

2. Should the dispute still not be resolved within the thirty (30) day period, the parties have an additional fifteen (15) days to **request a list of four neutral arbitrators from CSMCS and** select an arbitrator from the panel of four (4) professional neutral arbitrators

~~**to be identified by the parties**~~. The arbitrator assigned to hear the merits of the case will hold a hearing that is no longer than one (1) day and issue a decision within forty-five (45) calendar days of the selection of the arbitrator. The timelines or length of hearing may be shortened or extended by mutual agreement or upon an arbitrator's ruling on a request for an order shortening or extending time.

3. The arbitrator shall have no power to add to or to subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules or orders in rendering ~~**his/her**~~ **their** award.

4. The informal labor-management discussions will not automatically stay the City's action. However, the Association may demand a cease and desist order at any time upon invocation of the IDR process. If the Association makes such a demand, the first arbitrator from the list of four (4) professional neutral arbitrators **from CSMCS**, selected at random, that is available within a forty-eight (48) hour period shall hear the request for a temporary cease and desist order. The arbitrator shall have the authority to issue a temporary cease and desist order to stay the implementation of the proposed change upon a proper showing of irreparable harm and inadequacy of normal grievance procedure remedies.

5. It is expressly understood and agreed that the provisions of this Section shall not be invoked for actions involving employee disciplinary actions or individual grievances.

F. Consolidation

Upon mutual agreement concurrent grievances alleging violations of the same provisions **of this Memorandum of Understanding** shall be consolidated for the purpose of this procedure as a single grievance.

G. Closing Arguments

If mutually agreed, closing arguments by the parties may be oral.

H. Grievances that Involve Appeal of Discipline

Appeals of written reprimands shall be initiated at Step One (1). Appeals of fines, demotions, suspensions and termination may be initiated at Step Three (3) following completion of the *Skelly* process.

I. Complaints

External complaints that are placed in the employee's personnel file shall be removed after five (5) years if there are no subsequent complaints regarding the same behavior/concerns. It is expressly understood that this paragraph shall not apply to the

retention of complaints in the files of the Internal Affairs Department pursuant to the Negotiated Settlement Agreement (NSA).

In the event that the Department uses oral reprimands, Unit Commanders/Supervisors shall purge information noted on subordinates' oral reprimand records that is older than three (3) years old by completely blacking out the old entry(ies) and initialing and dating the correction(s), except as required by the NSA. In the event the verification of the oral reprimand is listed on a separate card or documentation the entire document or card shall be removed from the file and destroyed. The documentation of a**n** **oral** reprimand will be purged only if no new offenses of a similar nature have occurred in the interim.

J. Caloca Appeals

Caloca appeals shall be heard by the Chief of Police or ~~**his/her**~~ designee.

K. NSA Compliance

The parties agree and represent that nothing in this agreement interferes with full compliance of the Negotiated Settlement Agreement (NSA). The parties further agree that should the federal court determine that any provision of this Agreement is in conflict with the NSA, the parties shall meet and confer pursuant to Section I and XV.C of the NSA.

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

ARTICLE III DIRECT PAY FOR SERVICE

H. Premium Pay

4. Other Premium Assignment Pay

b. ~~**Aerial Patrol Duty**~~ **Aircraft/Helicopter Pilot Premium**

An employee who is assigned to the Helicopter/Airport Security Section of the Patrol Division shall receive **a** five percent (5%) **Aircraft/Helicopter Pilot Premium** in addition to ~~**his/her**~~ **their** regular base rate of pay when the employee is assigned to the Helicopter Unit on a fulltime basis, whether as a licensed pilot or as a pilot trainee.

[NOT FOR THE MOU: THESE REVISIONS ARE FOR CALPERS COMPLIANCE AND SHALL NOT EXTEND THE PREMIUM TO ANY CLASSIFICATION OR ASSIGNMENT NOT CURRENTLY RECEIVING THE PREMIUM.]

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

ARTICLE VIII SELF-IMPROVEMENT INCENTIVES

B. Education Incentives

1. Associate of Arts Degree

Effective July 1, ~~2008~~ **2026**, a**n** ~~permanent~~ employee covered by this Memorandum **of Understanding** who has obtained an Associate of Arts degree from an accredited college shall receive an additional one and one-half percent (1.5%) of ~~his/her~~ **their** regular base ~~salary~~ **rate of pay.** ~~Permanent e~~ **E**mployees who qualify shall be eligible beginning with the first full pay period after submission of verification of eligibility.

The City has determined that all Associate of Arts Degrees enhance an employee's ability to perform their normal job functions.

2. Bachelor's ~~and Master~~ Degree**s**

Effective July 1, ~~2008~~ **2026**, a**n** ~~permanent~~ employee covered by this Memorandum **of Understanding** who has obtained a bachelor's degree from an accredited college or university shall receive four and one-half percent (4.5%) of **their** ~~his/her~~ regular base ~~salary~~ **rate of pay.** ~~a A permanent employee who has obtained a Master's degree from an accredited college or university shall receive five and one-half percent (5.5%) of his/her regular base salary.~~ ~~Permanen~~t ~~e E~~mployees who qualify shall be eligible beginning with the first full pay period after submission of verification of eligibility.

The City has determined that all Bachelor's Degrees has enhance an employee's ability to perform their normal job functions.

3. Master's Degree

Effective July 1, ~~2008~~ 2026, an ~~permanent~~ employee covered by this Memorandum of Understanding who has obtained a Master's degree from an accredited college or university shall receive five and one-half percent (5.5%) of their regular base rate of pay. Employees who qualify shall be

eligible beginning with the first full pay period after submission of verification of eligibility.

The City has determined that all Master's Degrees enhance an employee's ability to perform their normal job functions.

~~3.~~ 4. Single-Benefit Eligibility

There shall be no pyramiding of Education Incentives. An employee shall be entitled to receive only one (1) of the benefits in Article VIII (B) **above** at any one time. The benefit attaches to the highest certification or degree the employee has earned.

City of Oakland to the OPOA
City Counter Proposal (CCP) to UP #49 and CP #17 Appendix C Civil Service Board/Hearing Officer

The Parties continue to negotiate a list of neutrals. The remaining language is approved,

APPENDIX C

CIVIL SERVICE BOARD/HEARING OFFICER

The City of Oakland, hereinafter referred to as "City", and the Oakland Police Officers' Association, hereinafter referred to as "**Association ~~OPOA~~**", hereby agree that the Civil Service Board may elect to use a Hearing Officer for appeals of suspensions, fines, demotions or **terminations** **disciplinary discharges** filed pursuant to Article **X** ~~**VI**~~, entitled Grievance Procedure~~**, of the current Memorandum of Understanding between the parties covering the period of July 1, 2001 to June 30, 2006.**~~ The parties further agree to the following provisions governing the use of such Hearing Officers **before the Civil Service Board**:

1. Hearing Officer Panel. Hearing Officers shall be selected from the pool of qualified candidates listed below.

2. Order of Use. The Director of **Human ~~Personnel~~** Resource**s** Management **or designee** shall establish an ordered list of the Hearing Officers by random. Cases will be assigned to Officers in order on the list.

Both the appellant and the City shall have one peremptory challenge. In the event that such challenges are made, the case will move to the Hearing Officer next in order on the panel list.

If a designated Hearing Officer is not available during the sixty (60) days after the case is assigned, the case will be reassigned to the panelist next in order. No additional peremptory challenges beyond a party's first one will be allowed.

3. Conduct of Hearings. Hearings will be open to the public unless otherwise requested by the appellant.

Hearings will be ~~**tape**~~ recorded. Copies of the **recordings** ~~**tape**~~ will be available to the appellant, if desired, for a nominal charge. Transcripts of the ~~**taped**~~ proceedings will be available upon request at the requesting party's expense.

Closing arguments shall be oral; provided, however, that either party may elect to submit a closing brief. Such an election must be made following the presentation of the evidence. Briefs are to be submitted to the Hearing Officer within twenty (20) calendar days of the close of the hearing. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

4. Hearing Officer Responsibilities. Hearing Officers shall be responsible for the conduct of the hearing and shall identify the appeal issue, determine relevant facts, assess the credibility of witnesses, evaluate the evidence and render an advisory decision to the Civil Service Board.

The Hearing Officer shall render a written finding and advisory recommendation to the Civil Service Board within thirty (30) calendar days of the close of the hearing. If briefs are submitted, the recommendation shall be submitted to the Board within fifty (50) calendar days of the close of the hearing.

The Hearing Officer shall provide the Civil Service Board the following documents which shall constitute the official hearing record:

A. A summation page delineating the case name, issue, brief summary of the case and ~~**his/her**~~ **their** recommendation.

B. A complete written report documenting the findings.

C. Any documentary evidence, written motions and briefs submitted.

D. The ~~**cassette tape(s)**~~ **recording** of the hearing.

5. Civil Service Board Responsibilities. Upon receipt of a Hearing Officer's recommendation, the Secretary shall calendar the case for the next regularly scheduled Board meeting.

In reaching a decision, the Board shall consider only the recommendation and record but may also consider the **recording** ~~**cassette tape**~~ of the hearing. The Board's decision shall be made in accordance with Ordinance No. 8979, as amended, which requires a majority of a quorum to accept, reject or modify an appeal. Copies of the Board's determination and the recommendation of the Hearing Officer shall be forwarded to the appellant, appellant's attorney, City Attorney's Office and the affected City Department, in writing within ten (10) days of the conclusion of the Board's review of the Hearing Officer's recommendation. If either party disagrees with the Board's determination or the reasons therefore, it may request the Board to reconsider by filing a written request to the Board and serving such request upon the opposing party within twenty (20) working days of the mailing to them of the Board's decision. Any written request must detail the reasons for reconsideration. Any opposition to reconsideration must be received by the Board no later than thirty (30) working days following the mailing of the Board's decision. Thereafter, the Board will review the written reasons for reconsideration and opposition thereto and will allow oral argument at its next regularly scheduled meeting following the expiration of the time period allowed for request and opposition to reconsideration. Any final determination following a request for reconsideration shall be mailed in writing to the parties no later than ten (10) working days after the Board acts upon the request for reconsideration.

6. Costs. Costs for the Hearing Officer shall be borne by the City. Costs for transcribing hearing **recordings** ~~**tapes**~~ shall be borne by the requesting party. Cost for a copy of the hearing **recordings** ~~**tape**~~ shall be borne by the requesting party.

HEARING OFFICER LIST
~~**Frank Silver**~~
~~**Barry Winograd**~~
~~**Norman Brand**~~
~~**Morris Davis**~~
~~**John Kagel**~~
~~**Bonnie Bogue**~~
~~**Carol Vendrillo**~~

[PROPOSED BY THE CITY]
John Kagel
Carol Vendrillo
Karen Andres
Nancy Hutt
Cheryl Stevens

~~**The parties agree to identify additional arbitrators to supplement this list.**~~

CITY OF OAKLAND THE OPOA
SUCCESSOR LABOR NEGOTIATIONS 2026

[Letter of Understanding]

Within one hundred and eighty (180) days of the effective date of the Memorandum of Understanding between the City of Oakland and the Association, the City of Oakland and the Association will form a "Joint Labor Management Committee" ("JLMC"), whereby the parties will meet on a quarterly basis to discuss issues impacting the Oakland Police Department including, but not limited to:

- **Recruitment and retention;**
- **Compliance with the Negotiated Settlement Agreement;**
- **Discipline and promotions within the Department;**
- **Labor issues, excluding open grievances; and**
- **Calls for service, including non-emergency, non-law enforcement calls for service designated for a police response**

The Committee shall be comprised of two (2) members of OPD command staff, one (1) member from Human Resources Management Department and three (3) members of the Association. The City and the Association shall submit their list of agenda items at least thirty (30) calendar days in advance of the scheduled JLMC.

This LOU becomes effective following Council adoption of the 2026 successor Memorandum of Understanding. The provisions of this LOU are not subject to the grievance procedure of the MOU.