City of Oakland to the OPMA
Tentative Agreement CP #1 Pronoun Clean Up
DATE: 7/2/2026

CITY OF OAKLAND THE OPMA
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: 7/2/2026

For the Union:

Rocky Lucia
Chief Negotiator

Date: 7/2/26

CITY OF OAKLAND THE OPMA
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 by this agreement and employed during the term of this Agreement shall have the opportunity to execute a Deduction Authorization Form to become and/or remain a member 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 119 CA 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

City of Oakland to the OPMA
Tentative Agreement CP #2 C(1) Association Security
DATE: 7/2/2026

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 <u>forty-</u>**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: 7/2/2026

For the Union:

Rocky Lucia
Chief Negotiator

Date: 7/2/26

City of Oakland to the OPMA
Tentative Agreement CP #3 ~~Pronoun~~ Discrim. Clean Up
DATE: 7/2/2026

CITY OF OAKLAND THE OPMA
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, disability of a member legally qualified to perform the job, **or any other protected class under federal, state or local law**. City agrees that no employee shall be discriminated against because of Association membership or activity.

For the City:

Allyson Cook
Chief Negotiator

Date: 7/2/2026

For the Union:

Rocky Lucia
Chief Negotiator

Date: 7/2/26

City of Oakland to the OPMA
Tentative Agreement CP #10 Article VII(B) Vacation Leave
DATE: 7/2/2026

CITY OF OAKLAND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

ARTICLE VII LEAVES AND HOLIDAYS

B. Vacation Leave

1. **Benefit**

a. **An** ~~E~~ employee shall be credited with vacation leave from the date of ~~his/her~~ **their** appointment by the City as a member of the Police Department, at the rates enumerated in subsections (i) through (iv) below. Such leave shall be at ~~his/her~~ **their** 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. One-time non-precedential five (5) days of Extra Vacation Leave will be awarded on two occasions: July 2022 and July 2023.~~

2. **Usage**

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

3. **Vacation 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.

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 that 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: 7/2/2026

For the Union:

Rocky Lucia
Chief Negotiator

Date: 7/2/26

City of Oakland to the OPMA
Tentative Agreement UP# 11 Preamble and Article I(A) Recognition
DATE:6/1/2026

CITY OF OAKLAND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

PREAMBLE

We, the undersigned, duly appointed representatives of the City of Oakland and of the **Oakland Police Officers Association** ~~Oakland Police Management Association~~, a recognized employee organization, **representing the sworn employees of Representation Unit "UN2",** hereinafter referred to as "City" and "Association," do hereby jointly prepare and execute on the ~~22nd day of May 2023~~ **_____ day of _____, 2026** the following written Memorandum of Understanding. It is understood that the provisions set forth apply to City of Oakland **Representation Unit "UN2" sworn** employees. ~~officially designated to be members of Police Management Unit.~~

IT IS THEREFORE AGREED as follows:

ARTICLE I GENERAL PROVISIONS

A. Recognition

City agrees to recognize the **Oakland Police Officers Association** ~~Oakland Police Management Association~~ as the exclusive recognized bargaining representative, within the scope of representation as described in the Meyers-Milias-Brown Act, as amended, for City **sworn** employees **in Representation Unit "UN2"** ~~officially designated to be members of the Police Management Unit~~.

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 AND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

TENTATIVE AGREEMENT

ARTICLE III DIRECT PAY FOR SERVICE

C. 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 27, 2026

OPOA (OPMA-Managers)/City of Oakland 2026 Successor Negotiations

TERM SHEET WITH CONTRACT LANGUAGE

1. WAGES. **See Attachment 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. 5% EQUITY ADJUSTMENT FOR CAPTAIN. See **Attachments A**. Attached is the proposed language.

5. LONGEVITY: See **Attachment D**. Attached is the proposed language.

6. SELF-IMPROVEMENT INCENTIVES. See **Attachment E**. Attached is the proposed language.

7. FLOATING HOLIDAY. See **Attachment F**. Attached is the proposed language.

8. AGREEMENT. City Counter Proposal to Union Proposal #2 – Access to Policies passed on May 22, 2026 attached as **Attachment G**. Attached is the agreed upon language.

9. AGREEMENT. City Counter Proposal to Union Proposal #22 – Duration passed on June 9, 2026 attached as **Attachment H**. Attached is the proposed agreed upon language

10. AGREEMENT. City's MEDIATION Counter Proposal to Union Proposal #6 – Case Closures attached as **Attachment I**. Attached is the agreed upon language.

11. AGREEMENT. MEDIATION AMENDED Counter Proposal to Union Proposal #16 and City Proposal #11 – Article VI(B) Sick Leave attached as **Attachment J**. Attached is the agreed upon language.

12. AGREEMENT. AMENDED MEDIATION City Proposal #12 – Article X Grievance Procedure passed on July 13, 4026 attached as **Attachment K**. Attached is the agreed upon language

13. The following tentative agreements are included:

A. City Proposal #1 – Pronoun Clean-up signed July 2, 2026.

B. City Proposal #2 – Article C(1) Association Security signed July 2, 2026.

C. City Proposal #3 – Article I(B) Discrimination Prohibited signed July 2, 2026

D. City Proposal #10 – Article VII(B) Vacation Leave signed July 2, 2026.

E. City Proposal #11 – Preamble and Article I(A) Recognition signed on June 1, 2026.

For the City:

Allyson Cook
Lead Negotiator

Date:
August 27, 2026

For the Union:

Rocky Lucia
Lead Negotiator

Date:
August 27, 2026

CITY OF OAKLAND AND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED 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 in June 2031, the base salary for represented employees shall be increased by one percent (1%).

B. Wage Adjustment for Captain of Police (PERS) (Job Code PS107)

In addition to the wage increases in Section A above, the base wage of Captain of Police (PERS) (Job Code PS107) shall be adjusted by an additional five percent (5%) effective the first full pay period in January 2027.

CITY OF OAKLAND AND THE OPMA

SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED CONTRACT LANGUAGE

ARTICLE VI INSURANCE PROGRAMS

A. 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** ~~**monthly non-elective**~~ employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the ~~**minimum**~~ PEMHCA **minimum** ~~**equals**~~ contribution **and the mandatory employee contribution and employee increased cost sharing below in subsection VI(1)(B)-(C)** 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. Cost Sharing for Employees.

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, **the** 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~~ ~~A~~a**ppeal**~~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.

~~**2. 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:~~

~~a.~~ **~~The reopener shall be exercised in years three or four.~~**
~~b.~~ **~~The reopener can only be exercised between January 1st and March 1st of each year.~~**
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 AND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED CONTRACT LANGUAGE

ARTICLE V RETIREMENT

A. Retirement Benefits

The City agrees to continue to contract with the Public Employees' Retirement System (CalPERS) 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 V(A)(4)(a) below.**

c. Final Compensation Based on Twelve Month Period

For the purpose**s** 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. 3.0% 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 V(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 V(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 Share

a. Tiers One and Two

Effective January 1, 2013, all represented **"Classic"** members (**defined as Tiers One and Two) 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. Deferred Compensation Plan

Represented employees may participate in the City's established deferred compensation plan.

E. 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 AND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED CONTRACT LANGUAGE

ARTICLE IV PERFORMANCE INCENTIVES

1. 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. The City shall report special compensation to CalPERS in accordance with 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 July 2027 through June 30, 2028

Years of Services	PERS	P&F
5 through 6 years of service	1.5% of base wage	
7 through 9 years of service	3% of base wage	
10 through 14 years of service	4.5% of base wage	
15 through 19 years of service	6% of base wage	
20 or more years of service	7.5% of base wage	$1,168.30

Beginning the First Full Pay Period 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 separated from the City and returns would receive Longevity Premium Pay based on only 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.

City of Oakland to the OPMA
Tentative Agreement City Proposal (CP) #5 Article IV(1) – Longevity Premium Pay

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 AND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED CONTRACT LANGUAGE

ARTICLE VIII SELF IMPROVEMENT INCENTIVES

The City and Association recognize the importance and the desirability of creating self-improvement incentives to motivate employees to upgrade their skills and develop their careers throughout the department, resulting in mutual benefits to the employee and to the City. It is agreed by the parties that these objectives can best be met through special training and continuing higher education. To this end, the following incentives are established. ~~**Effective July 1, 2008, these incentives will be treated as separate incentives.**~~

A. Education Incentives

1. P.O.S.T. Management Certificate

Effective July 1, **2026** ~~**08**~~, a bargaining unit member covered by this MOU who has obtained the Post Management Certificate shall receive five percent (5%) of **their** ~~**his/her**~~ regular base salary. Employees who qualify shall be eligible beginning with the first full pay period after submission of verification of eligibility.

2. Advanced Post Certificate

Effective ~~**December 12,**~~ **July 1, 2026** ~~**18**~~, a **bargaining unit member** ~~**permanent employee**~~ covered by this Memorandum who has obtained the Advanced Post Certificate shall receive two and one-half percent (2.5%) of ~~**his/her**~~ **their** base salary. ~~**Permanent**~~ **e E**mployees who qualify shall be eligible beginning with the first full pay period after submission of verification of eligibility.

3. Bachelor's Degree

Effective July 1, ~~**2008**~~ **2026**, a bargaining unit member covered by this MOU who has obtained a Bachelor's degree from an accredited college or university shall receive an additional five percent (5%) of ~~**his/her**~~ **their** regular base salary . Employees who qualify shall be eligible beginning with the first full pay period after submission of verification of eligibility.

The City has determined that a Bachelor's Degrees enhance a bargaining unit member's ability to perform their normal job functions.

4. Masters Degree

Effective July 1, **2026**~~08~~, a bargaining unit member covered by this MOU who has obtained a Master's degree from an accredited college or university shall receive ~~**an additional five**~~ **ten** percent (~~**5**~~ **10**%) of ~~**his/her**~~ **their** regular base salary. Employees who qualify shall be eligible beginning with the first full pay period after submission of verification of eligibility.

The City has determined that a Master's Degree enhances a member's ability to perform their normal job functions.

5. Single Benefit Eligibility

There shall be no pyramiding of Bachelor's or Master's degree premiums. An employee shall be entitled to receive only one (1) of the benefits in Article VIII (A)(3)-(4) at any one time. The benefit attaches to the highest certification the bargaining unit member has earned.

CITY OF OAKLAND AND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED CONTRACT LANGUAGE

ARTICLE VII Leaves and Holidays

H. Holidays

2. Floating Holiday

The City agrees to credit each employee with eight (8) hours of ~~**compensatory**~~ **"extra vacation** leave**"** at the beginning of each year this MOU is in effect.

CITY OF OAKLAND AND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED LANGUAGE

Letter of Understanding ("LOU") between
Oakland Police Officers/Management 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 successor Memorandum of Understanding. The provisions of this LOU are not subject to the grievance procedure of the MOU.

CITY OF OAKLAND AND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED CONTRACT LANGUAGE

ARTICLE XI Resolution – Full Understanding Non-Nullification and Duration

F. Duration

The provisions of this MOU shall become effective July 1, ~~**2015**~~ **2026** and shall remain in effect until the expiration date of June 30, ~~**2026**~~ **2031**. Provisions of this MOU shall not be retroactive, unless expressly provided herein.

CITY OF OAKLAND THE OPMA
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 AND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED LANGUAGE

ARTICLE VII LEAVES AND HOLIDAYS

C. 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 service.**~~

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

~~**Effective [July 1, 2011], fifty percent (50%) of all accrued sick leave time in members' secondary/"virtual" sick time banks shall be converted to vacation time. Once the 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 into 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 AND THE OPMA
SUCCESSOR LABOR NEGOTIATIONS 2026

PROPOSED LANGUAGE

ARTICLE X GRIEVANCE PROCEDURE

A. Definition

A grievance is hereby defined as any dispute which involves the interpretation or application of this MOU, 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.

Members holding the rank of Deputy Chief shall be allowed to avail themselves of the grievance procedure except in the reduction of rank to prior rank.

B. Election of Grievance Appeal Process

Disciplinary action, defined as a written reprimand, 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**~~.

C. Procedure

1. Step 1 -- Submission

The employee or Association representative may submit the grievance in writing to the Chief of Police. The grievance shall state the specific section of the Memorandum of Understanding or departmental rules or general orders alleged to be violated, or the disciplinary action taken, and the proposed solution. The 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.

2. Step 2 -- Appeal to Director of Human Resources Management ~~Personnel~~

Should the grievance remain unresolved, the employee or Association representative may, within seven (7) calendar days after receipt of the Chiefs response, submit the grievance in writing to the Director of **Human Resources Management** **~~Personnel~~**. The Director of **Human Resources Management** **~~Personnel~~**, 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 depute. The Employee Relations Officer or designee shall respond in writing to the grievance within fifteen (15) days after any attempt to resolve the dispute is complete.

3. Step 3 -- Civil Service Board/Arbitration

Should the grievance remain unresolved, either the City or the Association may, within fourteen (14) calendar days of the second 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 **to be developed by the parties**. **~~the parties will request a list from the California State mediation and Conciliation Service.~~**

In accordance with the 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 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 MOU or departmental rules or general orders;

provided that, if any inconsistency between this Agreement and any of the foregoing rules or orders exists, this MOU shall prevail.

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.

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**~~ **Association** 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 and Two may be waived by mutual agreement between the Association and the Department.