

*[Signature]*  
City Attorney

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

# OAKLAND CITY COUNCIL

RESOLUTION No. \_\_\_\_\_ C.M.S.

2020 FEB -6 PM 1:47

**RESOLUTION APPROVING THE TENTATIVE AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 55 REPRESENTING EMPLOYEES IN REPRESENTATION UNIT FQ1 FROM NOVEMBER 1, 2020 THROUGH DECEMBER 31, 2023**

**WHEREAS**, the Tentative Agreement to the Memorandum of Understanding between the City of Oakland and the International Association of Firefighters, Local 55 (“IAFF”), has been presented to the City Council for determination pursuant to Section 3505.1 of the Government Code of the State of California; and

**WHEREAS**, the key provisions of the Tentative Agreement to the Memorandum of Understanding with IAFF are described in the Report from the City Administrator dated January 29, 2020; and

**WHEREAS**, the terms and conditions contained in said Tentative Agreement to the Memorandum of Understanding are in the best interests of the City; now, therefore, be it

**RESOLVED:** That said Agreement be, and is, hereby approved; and be it

**FURTHER RESOLVED:** That the provisions of said Tentative Agreement to the Memorandum of Understanding are effective upon ratification unless otherwise specified therein.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND PRESIDENT KAPLAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_

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

IAFF, Local 55 & City of Oakland  
MOU Extension - *Tentative Agreement*

**TERM:** November 1, 2020 – December 31, 2023

**WAGES:**

2.9.1 Wage Increases.

Wages for represented unit members covered by this Agreement shall be increased by the following:

- Two and one half percent (2.5%) effective the first full pay period following January 1, 2021. To be eligible, a unit member must be a current employee on January 1, 2021;
- One and one half percent (1.5%) effective the first full pay period following July 1, 2021. To be eligible, a unit member must be a current employee on July 1, 2021;
- Two percent (2%) effective the first full pay period following January 1, 2022. To be eligible, a unit member must be a current employee on January 1, 2022;
- One percent (1.0%) effective the first full pay period following July 1, 2022. To be eligible, a unit member must be a current employee on July 1, 2022; and
- Two percent (2.0%) effective the first full pay period in December 2023. To be eligible, a unit member must be a current employee on December 1, 2023.

**MINIMUM STAFFING:**

4.2.1 Term of Agreement

This Section 4.2 Staffing Agreement shall become effective on July 1, 2014, and shall remain in effect through June 30, 2037. As part of the parties' comprehensive MOU, the parties agreed to incorporate this Section 4.2 agreement in the comprehensive successor MOU. The parties acknowledge that the 2014 comprehensive successor MOU will terminate before June 30, 2037 and, for that reasons, the parties agree to continue incorporating this Section 4.2: Staffing Agreement in future comprehensive successor MOUs until June 30, 2037.

4.2.8 [NEW SECTION] Temporary Suspension of Minimum Staffing

For any year during which this Section 4.2 Staffing Agreement is in effect, if a Severe Financial Event occurs that adversely impacts the General Purpose Fund so as to prevent the City from budgeting for and maintaining the minimum staffing requirements under this Section 4.2, the City Administrator may temporarily suspend the requirements of this Section 4.2 temporarily reducing the minimum number of fire apparatus regularly and routinely staffed and deployed daily (e.g. apparatus closures and/or rotating apparatus closures).

A "Severe Financial Event" shall be defined as when the General Purpose Fund revenues in the Adopted Budget are less than the current year's revenues and when layoffs or furloughs are noticed to all of the City's labor unions due to adverse financial conditions.

This exception shall apply only if the City Administrator submits a report to the City Council explaining the Severe Financial Event, the steps that were taken by the City to avoid the need to temporarily suspend the minimum staffing provisions, and the steps that will be taken by the City in the future to restore the minimum staffing provisions. Such actions must be taken for each fiscal year in which the City fails to meet the requirements of this Section. Additionally, upon the conclusion of a Severe Financial Event or if the definition of Severe Financial Event is no longer met, the temporary suspension of minimum staffing shall terminate.

If staffing must be reduced due to a Severe Financial Event, the City shall meet with IAFF, Local 55 within thirty days, and every thirty days thereafter, after submitting a report to the City Council to discuss returning staffing to the levels set forth in Section 4.2.

**ACTING HIGHER RANK:**

IAFF, Local 55 and the City (the Oakland Fire Department) agree to negotiate language to revise the current Acting Higher Rank provisions in the MOU.

**RETIREE MEDICAL:**

In 2019, the City and IAFF, Local 55 agreed to revise the retiree medical benefit and signed a tentative agreement that contained the essential terms. Those terms must be memorialized in the MOU. Attached please find the City's latest proposal for review and agreement.

**HEALTH INSURANCE:**

3.1.3 Health Insurance

For active unit members enrolled in a Public Employees' Medical and Hospital Care Act Plan (PEMHCA) medical insurance plan, the City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the ~~contribute toward the premium cost of coverage in PEMHCA on behalf of each active employee and qualified retiree, for employees and dependent coverage. Effective January 1, 2010, the City's contribution~~

In addition, the City and unit members shall make the following contributions towards medical premiums:

- City Contribution: The City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution, shall not exceed 100% of the premium cost of the Kaiser ~~Region 1 Bay Area California~~ PEMHCA health insurance plan ~~available to City employees~~ in each premium category minus the mandatory employee contribution below.
- Mandatory Employee Contribution: Effective the first full pay period in January 2021, the "mandatory employee contribution" shall be five dollars (\$5.00) per pay period (equivalent to \$10.84 monthly).

- Additional Employee Contribution: Unit members who elect a more expensive health plan will ~~If a unit member chooses to participate in a more expensive PEMHCA plan than the Kaiser Bay Area California PEMHCA health insurance plan available to City employees, the unit member shall~~ pay the additional cost of the health insurance plan plus the Mandatory Employee Contribution.

**Examples:**

1. Kaiser Family Rate is \$1,998.07/month and unit member is enrolled in Kaiser Family:

<u>City Contribution</u>	<u>\$1,987.23/month</u>
<u>Mandatory Employee Contribution:</u>	<u>\$10.84/month</u>
<u>Additional Employee Contribution:</u>	<u>\$0/month</u>
<u>Total Employee Contribution:</u>	<u>\$10.84/month</u>

2. Kaiser Family Rate is \$1,998.07/month; Blue Shield Trio Family Rate is \$2165.80/month; and unit member is enrolled in Blue Shield Trio Family:

<u>City Contribution</u>	<u>\$1,987.23/month</u>
<u>Mandatory Employee Contribution:</u>	<u>\$10.84/month</u>
<u>Additional Employee Contribution:</u>	<u>\$167.73/month</u>
<u>Total Employee Contribution:</u>	<u>\$178.57/month</u>

**UNIFORM ALLOWANCE:**

2.6.2 Annual Uniform Allowance

The City shall add an annual uniform allowance of \$708.00 to the first full pay period in July 2021 for each bargaining unit member covered by this Memorandum who has completed his/her first full fiscal year of employment.

The City shall add an annual uniform allowance of \$722.00 to the first full pay period in July 2022 for each bargaining unit member covered by this Memorandum who has completed his/her first full fiscal year of employment.

The City shall add an annual uniform allowance of \$743.00 to the first full pay period in July 2023 for each bargaining unit member covered by this Memorandum who has completed his/her first full fiscal year of employment.

***EQUITY ADJUSTMENT FOR ENGINEER OF FIRE DEPARTMENT:***

**[Article TBD] Equity Adjustment**

**The City shall increase the pay of Engineer of Fire by two percent (2%). The wage increase shall become effective the first full pay period in January 2021. To be eligible for the equity wage adjustment, a unit member must be a current employee on January 1, 2021.**

***HEALTH REIMBURSEMENT PLAN:***

**3.7 Health Reimbursement Arrangement**

The City agrees to work with IAFF, Local 55 and ICMA to determine whether unit members can make non-elective flat rate contributions to their HRA account. If permissible under the law and plan documents, the City will agree to a flat rate self-contribution from all unit members. [Language to be Negotiated]

Effective the first full pay period in November 2020, the City shall contribute a one-time lump sum, non-recurring, and non-pensionable payment of one thousand dollars (\$1,000.00) into the HRA Account of Unit Members in Class 1-2019 (approximately 17 members). To be eligible for this payment, the Unit Member in Class 1-2019 must have been continuously employed from January 1, 2020 through the contribution date and must be enrolled in the Public Employees' Medical and Hospital Care Act (PEMHCA) medical insurance plan as defined in Section 3.1.3.

***WATER RESCUE PREMIUM:***

**Article (TBD) Water Rescue Premium**

Effective the first full pay period in January 2021, a bargaining unit member who has completed a Fire Department approved certification programs that include Open Water Rescue Swimmer; Surface Rescue Boat Technician or Swiftwater Boat Operator; Surface Boat Specialist; and Swiftwater Rescue Technician and who, thereafter, maintains current such certifications and is permanently assigned or temporarily assigned to Station 12 shall receive six percent (6%) in addition to his/her regular base rate of pay.

If a bargaining unit member accepts a temporary or TFN assignment at another location, the member shall not receive the Water Rescue Pay premium while serving in the temporary or TFN assignment.

A bargaining unit member who has completed a Fire Department approved certification programs that include Open Water Rescue Swimmer, Surface Rescue Boat Technician or Swiftwater Boat Operator, Surface Boat Specialist, and Swiftwater Rescue Technician program and who, thereafter, maintains current such certification and is temporarily assigned to Station 12 by virtue of classified relief, temporary detail, numbered day relief or vacation relief shall receive six percent (6%) in addition to his/her regular base rate of pay while assigned to Station 12.

[Language to be Further Negotiated if the Water Rescue Station moves]

**MENTAL HEALTH TREATMENT:**

The City agrees to enter into a Letter of Understanding with IAFF, Local 55 that requires the City and Union to enter into good faith negotiations to create a mental health, post traumatic stress injury (PTSI), and substance abuse treatment program for Unit Members. Upon completion of these negotiations, the City and IAFF, Local 55 may memorialize these terms in a Side Letter. [Letter of Understanding to be Negotiated.]

**DENTAL INSURANCE:**

3.2 Dental Insurance

For each represented employee, the City shall contribute \$223.00 per month to the dental plan established by the Oakland Firefighters' Health and Welfare Trust ("OFHWT"). Effective January 1, 2023, that amount shall increase to \$226.00 per month for each represented employee.  
~~Effective January 1, 2019 for each represented employee, the City shall contribute \$223.00 per month to the dental plan established by the Oakland Firefighters' Health and Welfare Trust ("OFHWT").~~

**RATIFICATION/CONDITION**

This proposal (and any agreements arising out of) are subject to ratification by IAFF, Local 55 members and City Council. This proposal (and any agreements arising out of) are subject to ratification by IAFF, Local 55 members and City Council. Should this agreement be fully ratified by IAFF, Local 55 and City Council, the Resolution entitled "RESOLUTION APPROVING AN AMENDMENT TO SECTIONS 4.2 OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 55 TO ADD AN ADDITIONAL FIRE ENGINE, ACCOMPANYING STAFF OF ONE OFFICER, ONE ENGINEER, ONE FIREFIGHTER/PARAMEDIC, AND ONE FIREFIGHTER, AND TWO ADDITIONAL RESOURCE OFFICERS" and the Petition for Submission to Voters to Amend the City Charter Article XXVIII Fire and Emergency Medical Services Protection Initiative shall be withdrawn.

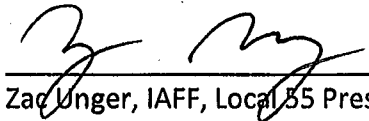
CITY OF OAKLAND:


INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 55

Dated: 1/23/2020

Dated: Jan 23 2020

  
\_\_\_\_\_  
Sabrina Landreth, City Administrator

  
\_\_\_\_\_  
Zac Unger, IAFF, Local 55 President

  
\_\_\_\_\_  
Allyson Cook, Assistant Director, HRM

\_\_\_\_\_  
Dan Robertson, IAFF, Local 55 Vice President

REP CLASS_NUM	TITLE	STD_HR
UU1 EM113	Assistant Chief of Fire Department	80
UU1 PS117	Deputy Chief of Fire Department	80
UU1 EM224	Fire Divison Chief	80
UU1 EM168	Fire Marshall	80
UU1 EM169	Fire Marshall	104
UR1 EM105	Chief of Fire	80
FQ1 PS180	Battalion Chief	80
FQ1 PS102	Battalion Chief	104
FQ1 PS103	Captain of Fire Department	104
FQ1 PS104	Captain of Fire Department	80
FQ1 PS119	Engineer of Fire Department	80
FQ1 PS118	Engineer of Fire Department	104
FQ1 PS128	Fire Fighter	80
FQ1 PS130	Fire Fighter	80
FQ1 PS129	Fire Fighter	80
FQ1 PS127	Fire Fighter	104
FQ1 PS126	Fire Fighter	104
FQ1 PS125	Fire Fighter	104
FQ1 PS183	Fire Fighter Paramedic	80
FQ1 PS184	Fire Fighter Paramedic	104
FQ1 PS133	Fire Fighter, Relief	104
FQ1 PS134	Fire Fighter/Fire Boat Engineer	104
FQ1 PS135	Fire Fighter/Fire Boat Engineer	80
FQ1 PS136	Fire Fighter/Fire Boat Operator	104
FQ1 PS137	Fire Fighter/Fire Boat Operator	80
FQ1 PS138	Fire Investigation Coordinator	80
FQ1 PS181	Fire Investigator	104
FQ1 PS139	Fire Investigator	80
FQ1 SP141	Fire Marshall, Assistant	80
FQ1 PS140	Fire Marshall, Assistant	80
FQ1 PS147	Inspector, Fire Prevention Bureau	80
FQ1 PS146	Inspector, Fire Prevention Bureau	104
FQ1 PS150	Lieutenant of Fire Department	104
FQ1 PS149	Lieutenant of Fire Department	80
FQ1 PS154	Lieutenant, Fire Prevention Bureau	80
FQ1 PS153	Lieutenant, Fire Prevention Bureau	104