

City of Oakland Last, Best, and Final Offer January 19, 2018

2017 IFPTE, LOCAL 21 SUCCESSOR NEGOTIATIONS

After approximately eight months of bargaining, the parties have reached no less than 75 tentative agreements, many of the agreements are on substantive issues, including economic components, that impact a majority of the Union's members. On December 12, 2017, the City passed a comprehensive package proposal that contained several terms, including a wage increase of four percent (4%) effective July 1, 2017, a wage increase of one percent (1%) effective the first pay period in January 2019, and another potential one percent (1%) wage increase effective the first pay period after January 1, 2019 if the City meets certain revenue projections. On December 13, 2017, the Union rejected the comprehensive proposal and passed its own package proposal that also included several terms including a wage increase of four percent (4%) effective July 1, 2017, a two percent (2%) wage increase effective July 1, 2018, and another two percent (2%) wage increase based on a revenue triggers effective the first pay period in January 1, 2019.

Upon carefully consideration of the parties' positions in these successor negotiations, it is clear that the parties remain far apart on a successor agreement that addresses wage, hours and other terms and conditions of employment. Therefore, the City is advancing its Last, Best and Final Offer to the Union for its consideration. If any portion is rejected, the entire offer will be deemed rejected and the City's proposal will revert to its immediately pre-existing positions on the issues.

1. Term of Agreement - July 1, 2017 to June 30, 2019
2. Salary Increase -

Wage Increase

Effective July 1, 2017: 4.0%

Effective first pay period in January 2019: 1.0%

Wage Increase Tied to Revenue Growth

If FY 2018-19 General Purpose Fund unrestricted local tax revenues, as forecast in the Third Quarter Revenue & Expenditure Report or as confirmed based on audited actuals for FY 2018-19, exceed the General Purpose Fund unrestricted local tax revenues for FY 2018-19 as approved in the FY 2017-19 Adopted Policy Budget by 4.5% or more, bargaining unit members shall receive an additional 1.0% wage increase effective retroactive to the first pay period after January 1, 2019.

For purposes of these calculations, unrestricted General Purpose Fund local tax revenues will be limited to ongoing revenues including: property taxes, sales taxes, business license taxes, utility user taxes, real estate transfer taxes, transient occupancy taxes, and parking taxes.

3. Article 5.3 – Special Equity Adjustments. The Union accepts the City’s proposed equity adjustments for the following classifications:

Classification	Effective 1/1/18	Effective 7/1/18
Animal Control Supervisor	2%	2%
Senior HR Analyst		2%
Management Assistant		2%
Accountant III	2%	
Public Works Supervisor I & II	2%	

4. Article 5.3 – Special Equity Adjustments. The Union agrees to the City’s modifications to the Union’s proposed equity adjustments for the following classifications:

Classification	Effective 1/1/18	Effective 7/1/18
Human Resources Analyst	2%	2%
Administrative Analyst I	2%	2%
Administrative Analyst II	2%	2%
Neighborhood Services Coordinator	2%	2%
Planner II		2%
Assistant Engineer II		2%

5. Article 4.13.5 - Limitation on Use of Annuitants. Union accept City proposal #7 passed June 21, 2017. Requires the City to follow CalPERS rules related to annuitants
6. Article 5.5.3 - Salary Step Advancement. Union accept City proposal #9 passed June 21, 2017. Permit City Administrator to approve step increases more frequently than 1 year increments if there has been unusual difficulty in retaining competent employees at the lower step.
7. Article 5.6.19 - Extraordinary Service Pay. Union accept City proposal #6 passed June 21, 2017. Provision has not been used since its inception.
8. Article 10 - Vacation Leave. Union accept City proposal #2 originally passed June 7, 2017 and revised August 30, 2017. Allow for the City Administrator to authorize new employees to be receive additional vacation weeks per year for relevant service with a prior public sector employer.
9. Article 14.4.1 - Announcements of Examination. Union accept City proposal #3 passed June 7, 2017. Most issues raised about selective certification announcements are related to clerical errors. The City is always available to discuss substantive concerns.

10. Appendix TBA – Heath Retirement Savings Arrangement Committee – City accepts Union counter proposal dated December 5, 2017.
11. Article 5.8 – Transit Pass. Union accepts City’s counter proposal dated November 29, 2017
12. Article 18.5 – Labor Relations Committee. Union accepts the City’s counter-proposal passed on December 12, 2017 as part of its package proposal.
13. Article 18.23 – Severance Payments. Union accepts the City’s counter-proposal passed on December 12, 2017 as part of its package proposal.
14. Article 18.23.3 – The City agrees to the Union proposal to add “Senior” to the title of “Deputy City Attorney IV.”
15. Article 19.4 (new) – Parity. Union accepts the City’s counter-proposal passed on December 12, 2017 as part of its package proposal.
16. Article 13.3 – Alternative Work Schedule. Union accepts the City’s counter-proposal passed on December 12, 2017 as part of its package proposal and the City accepts deleting Appendix K as proposed by the Union on December 13, 2017. In the package proposal passed by the Union on December 13, 2017, the Union affirmatively accepted/proposed both of these terms.
17. The Union accept the City’s counter-proposal on Article 4.12 attached as Attachment A to this Last, Best and Final Offer.
18. On a one-time, non-precedent-setting basis, the City will grant one (1) floating holiday to all IFPTE, Local 21-represented employees that must be used by June 30, 2018 on the condition that the MOU is ratified by unit members on or before February 1, 2018 and subsequently ratified by City Council.
19. The City and the Union both agree to withdraw all other proposals and counter-proposals not previously tentatively agreed to or specifically addressed in this settlement offer.