

**SIDE LETTER AGREEMENT BETWEEN THE CITY OF OAKLAND AND  
IAFF, LOCAL 55 REGARDING ARTICLE 2.8.7.1 OF THE MEMORANDUM OF  
UNDERSTANDING**

The City of Oakland ("City") and IAFF, Local 55 ("IAFF"), collectively referred to as the "Parties" hereby enter into the following agreement regarding Article 2.8.7.1 Staff Assignments And Special Assignments – Forty Hour Schedule.

Effective November 1, 2020, Article 2.8.7.1 is modified as follows below:

**2.8.7.1 Forty Hour Schedule.**

~~The Chief may assign members to a 40-hour Staff Assignment. Such assignments will normally be filled through an announcement and application process. A bargaining unit member assigned to and serving in a staff assignment with 40-hour work week shall be paid fifteen percent (15%) in addition to the unit member's regular base rate of pay. An assignment will only qualify for Staff Assignment Pay if the assignment is identified in writing as a Staff Assignment which qualifies for Staff Assignment Pay (e.g., light duty or other temporary 40-hour assignments which are not identified in writing as Staff Assignments will not receive Staff Assignment pay).~~

**2.8.7.1 Fire Staff Premium.**

Fire Staff Premium is provided to rank-and-file Local 55 members routinely and consistently assigned to administrative duties during normal hours of employment, typically a 40-hour schedule, that differ from the work schedule of fire suppression personnel. All administrative staff routinely and consistently performing qualifying duties shall be eligible for Fire Staff Premium, regardless of their work schedule. Members receiving Fire Staff Premium shall be paid an additional fifteen percent (15%) in addition to their base rate of pay. Staff Assignments shall be determined based on operational needs and the member's ability to perform administrative duties routinely and consistently as defined in this policy. This premium aligns with the Fire Staff Premium as defined in CCR 571, as shall be reported as special compensation to CalPERS.

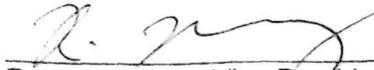
This agreement is subject to Union ratification and City Council Adoption.

SO AGREED.

For IAFF, Local 55

For the City of Oakland

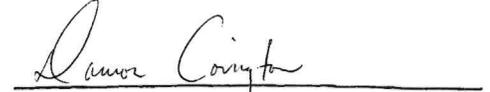
  
Seth Olyer, President

  
Robert Murphy, Vice President

Date: 22<sup>nd</sup> AUGUST 2025

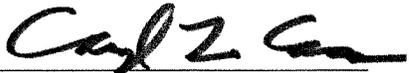
  
Jestin Johnson, City Administrator

  
Mark Love, ER Manager

  
Damon Covington, Chief of Fire

Date: 8/25/2025

2025 OCT 16 AM 9:06  
FILED  
CITY CLERK

  
CITY ATTORNEY'S OFFICE

## OAKLAND CITY COUNCIL

RESOLUTION NO. 90942 C.M.S.

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**RESOLUTION APPROVING THE SIDE LETTER TO AMEND AND CLARIFY ARTICLE 2.8.7.1. OF THE NOVEMBER 1, 2020 – JUNE 30, 2026 MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE CITY OF OAKLAND AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (“IAFF”), LOCAL 55, TO BE EFFECTIVE NOVEMBER 1, 2020**

**WHEREAS**, the City of Oakland (“City”) and the International Association of Firefighters (“IAFF”), Local 55 are parties to a memorandum of understanding (“MOU”), negotiated pursuant to section 3505.1 of the Government Code of the State of California, and with a term of November 1, 2020 through June 30, 2026 (“MOU”); and

**WHEREAS**, based on a review by the California Public Employees Retirement System (“CalPERS”), the City and IAFF Local 55 have amended the title and provisions of MOU Article 2.8.7.1 in order to comply with the findings of CalPERS’ review and to confirm the parties’ intent; and

**WHEREAS**, CalPERS determined that the premium described in MOU Section 2.8.7.1 was not considered reportable wages under the California Public Employees’ Retirement System (“CalPERS”) because the language of that section did not comply with the Public Employees’ Retirement law (“PERL”) requirements for reportable compensation for the purposes of calculating represented employees’ compensable wages; and

**WHEREAS**, the side letter revises MOU section 2.8.7.1 to comply with CalPERS’ findings and more clearly articulate the purpose and criteria for eligibility for the Fire Staff Premium; and

**WHEREAS**, CalPERS has reviewed the revised Section 2.8.7.1 and determined it complies with the PERL; and

**WHEREAS**, the key provisions of the Side Letter Agreement to the MOU are fully described in the report to the City Administrator dated September 29, 2025; and

**WHEREAS**, the terms and conditions contained in said Side Letter Agreement between the City of Oakland and IAFF, Local 55 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 Side Letter Agreement between the City of Oakland and IAFF, Local 55 are effective as of Council adoption.

IN COUNCIL, OAKLAND, CALIFORNIA,

NOV 04 2025

PASSED BY THE FOLLOWING VOTE:

AYES - BROWN, FIFE, GALLO, HOUSTON, RAMACHANDRAN, UNGER, WANG, AND  
~~PRESIDENT JENKINS~~ - 7

NOES - 0

ABSENT - 0

ABSTENTION - 0

1 Excused: Jenkins

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



ASHA REED

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