



Collective Bargaining, Bargaining in Good Faith, and Impasse

1. What does "Duty to Bargain in Good Faith" mean?

Under state law, the City of Oakland is required to meet and confer or collectively bargain in good faith regarding wages, hours, and other terms and conditions of employment with representatives of IFPTE Local 21 and other recognized employee organizations. The Meyers-Milias-Brown Act or MMBA also requires that Oakland "shall consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action."

2. When Does the Duty to Meet and Confer Terminate?

The good faith duty to bargain terminates when the parties reach agreement or when a bona fide impasse is declared. The duty to bargain is not terminated during a strike or in an emergency.

3. What is Impasse?

Impasse is a state at which it can be said that negotiating further will prove to be fruitless. It is, however, assumed that *a bona fide impasse procedure* must be exhausted before the parties can declare that impasse has been reached.

4. What are Impasse Resolution Procedures?

Impasse resolution procedures are designed to encourage the parties to resolve a stalemate in bargaining. Common types include mediation, fact-finding, and arbitration. The City of Oakland's Employer Employee Relations (Resolution No. 55881) does not contain any specific procedures regarding impasse.

Mediation - Under MMBA, the only impasse procedure specified is mediation. If after a reasonable period of time, representatives of the City of Oakland and IFPTE Local 21 fail to reach agreement, the parties together may agree to appoint a mediator who is mutually agreeable to the parties. Should an impasse in bargaining occur, Local 21 can request that mediation be used to move forward. Under the rules of state law, the costs of mediation are divided one-half to the public agency and one-half to the Union.

5. What happens when Impasse Resolution Procedures are Exhausted?

If after meeting and conferring in good faith, an impasse has been reached between the City and the union, and impasse procedures have been exhausted, the City may implement its last, best, and final offer on a particular subject. However, it is prohibited by law from implementing a memorandum of understanding. *Implementation does not legally terminate the City's duty to negotiate in good faith each year.*



Top 5 Frequently Asked Questions: Strike Vote

1. What is a "Strike Vote?"

A "strike authorization vote" or "strike vote" is a vote of the union membership to take strike action. A positive vote does not necessarily result in the union membership going on strike. It authorizes chapter leaders to consider going on strike if things continue to stagnate at the bargaining table, and begin a strike when appropriate. Strikes are always the last resort.

In the case of Local 21 members at the City of Oakland, if the union holds a strike vote and the membership votes 'yes,' the membership would be voting to give their chapter leaders the *authority* to call a strike, which they may or may not use.

2. Is Local 21 going to strike?

We are continuing to bargain in good faith, but feel the need to prepare ourselves for all potential next steps given the City's threats of imposing concessions of 10% or more, and its promotion of anti-labor proposals.

3. What does "Strike Sanction" mean?

Before a union or chapter can go on strike, they must request and receive "strike sanction" from their local labor council. In our case, the Alameda County Central Labor Council would take a vote of its Executive Committee to provide strike sanction. After strike sanction is approved, the Labor Council throws its full support behind our members, including providing political support.

4. What needs to happen for Local 21 to actually go on strike?

After taking a strike authorization vote and receiving strike sanction from the labor council, Local 21 members would have several additional steps to follow before going on strike. Members would also have to come to agreement on all alternatives that must be exhausted before going on strike, and a plan of action to take leading up to and during any strike. Additionally, the union must abide by all legal requirements surrounding providing the employer with advance notice of a strike.

5. Is it too late to reach an agreement with the City?

No. Local 21 is hopeful that we can bargain a fair contract with the City. We know Oakland is facing tough financial times, and we strongly believe that a fair contract is necessary for employees and management to work through this economic crisis in a way that protects City services and the integrity of the individuals who provide those services. Before going on strike, all other options and alternatives for seeking a resolution must be pursued and exhausted.