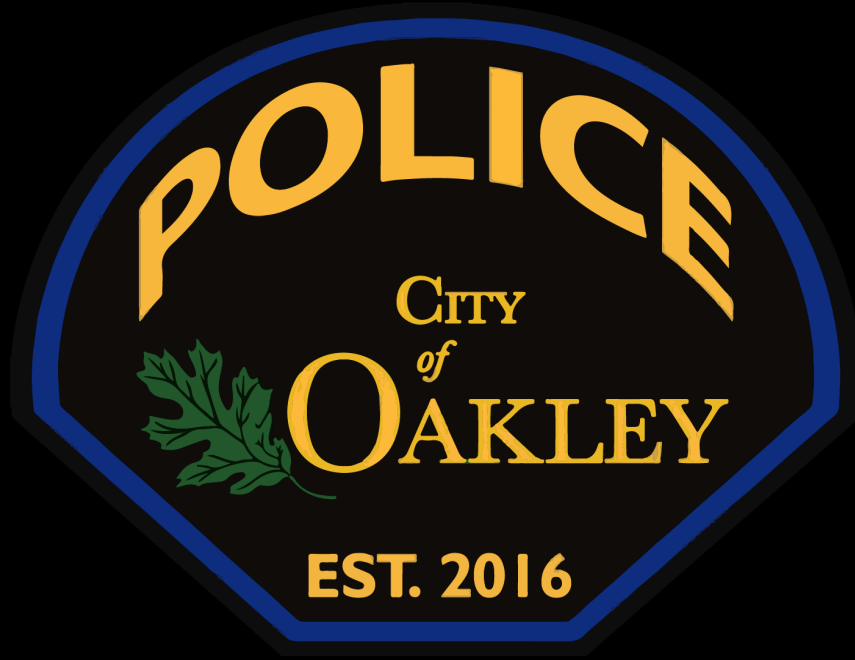


Memorandum of Understanding



July 1, 2022 To June 30, 2027

DEFINITIONS

Appointing Authority: the City Manager or designee.

Association: the Oakley Police Officers Association

Immediate Family: an employee shall include a spouse and the following relatives: children of either spouse, stepchildren, parent of employee or spouse, brother or sister, half-brother or half-sister, either grandparent and grandchildren.

Newly Hired Employee: a person who has not completed a probationary period in any position within the organization or a person who has previously completed a probationary period but has had more than a three (3) month break in service from the City.

Probationary Employee: an employee working a test period during which the employee is required to demonstrate fitness to perform the duties of the class of position to which appointed by actual performance of those duties.

Regular Full-Time Employee: a person employed by the City in a full-time capacity, who has successfully completed a probationary period, and has been retained according to the provisions of the City of Oakley Police MOU.

Regular Part-Time Employee: a person employed in a regularly budgeted class or position which a regular employee may be appointed, and whose normal work schedule is less than the standard hours of work, but at least twenty (20) hours per workweek.

**OAKLEY POLICE OFFICERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
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Section 1: APPLICABILITY AND RECOGNITION

1.1 Association Recognition

The City of Oakley (“City” or “Employer”) recognizes the Oakley Police Officers' Association (“POA” or “Association”) as the exclusive recognized bargaining representative for City employees in the classifications of Police Officer and Police Sergeant.

1.2 City Representative

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City in employer- employee relations.

1.3 Release Time

The City agrees to provide a reasonable amount of release time for designated officers and representatives of the POA to conduct POA business and engage in meet and confer sessions with official representatives of the City.

Release Time should be requested in advance whenever possible. The City will accommodate such requests, as long as requests concern POA business and do not interfere with the performance of City services as determined by the City.

Under no circumstances shall an employee receive overtime pay for time spent to attend meetings for the purpose outlined in this section. Employees are to track these hours using the designated payroll code. Not more than four employees may be excused for such purposes.

1.4 Association Dues Deduction

A member of this unit may, at any time, execute a payroll deduction authorization form or forms (“Deduction Authorization Form”) as furnished by the Association.

The Association will be the custodian of records for such Deduction Authorization Form and will provide the City with a certification that it has and will maintain a Deduction Authorization Form, signed by each employee from whose salary or wages the deduction is to be made (“Certification”). The Association shall not be required to provide the City a copy of the member’s Deduction Authorization Form unless a dispute arises about the existence or terms of the Deduction Authorization Form. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

The City shall begin deductions in the amount prescribed by the Association in the first full payroll period after receipt of written Certification from the Association. The employer shall

transmit such payments to the Association no later than thirty (30) days after the deduction from the member's earnings occurs.

Deductions may be revoked only pursuant to the terms of the Deduction Authorization Form. The City shall direct member requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association in writing, regarding whether deductions for a member were properly canceled or changed, and the Association will indemnify the City for any claims made by the employee for changes made in reliance on the information. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by the Association. It is further agreed that the City shall automatically cease deduction for any member who is in leave without pay status and will continue deductions as soon as the employee returns to a paid status.

1.5 Association New Employee Orientation

New Employee Orientation: New employee orientation is defined as the onboarding process, whether in person, online or through other means, which the City provides information regarding employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

The City shall provide written notification to the Association's designee, by email not less than (10) calendar days in advance of all new employee orientations except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

The Association shall be provided up to sixty (60) minutes to meet with the new employee during the orientation. The purpose of the meeting is for the Association to discuss the roles and activities of the exclusive representatives related to terms and conditions of employment. The Association reserves the right to address the new employees outside the presence of City employees.

Within 30 days of hire or by the first pay period of the month following the hire of the new employee, the City shall provide the Association designated representative with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer and home addresses. The City shall provide the Association this information for the bargaining group at least every 120 days, excepted as specified in AB 119.

Section 2

This section is intentionally left blank

Section 3: EMPLOYEE RIGHTS

3.1 Right to Representation

When an employee is required to meet with a supervisor or manager and reasonably anticipates such meeting will involve questioning that could lead to disciplinary action, the employee shall be entitled to representation by a representative of the employee's choice, including a POA representative or attorney, if so requested. Investigatory interviews shall be conducted in accordance with the Public Safety Officers Procedural Bill of Rights Act. The employee shall also be entitled to such representation at any subsequent step of the disciplinary process and for any appeal.

3.2 Personnel Files

There shall be one (1) official personnel file maintained in Human Resources and one internal affairs file, maintained in the Administrative offices of the Police Department. An employee shall be permitted to review personnel and Internal Affairs file provided the employee makes a request twenty-four (24) hours prior to the time the employee wishes to review either file. A representative of Human Resources shall be present during the review of the personnel file. An employee's representative, with written permission from the employee and twenty-four (24) hours' notice to the City, shall also be permitted to review the employee's personnel file. The City Manager, Chief of Police, or Lieutenant will be present should an employee request to review of the employee's Internal Affairs file. An employee shall be entitled to receive copies of any material in the employee's personnel file or any material which will be submitted to the personnel file.

3.3 Notice

Employees shall be provided copies of all notices of punitive action as defined by Government Code section 3303 and the employee's legal representative of choice, if any, shall be provided copies concurrently.

Section 4: CITY RIGHTS

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services.

It is agreed that the following rights shall remain solely a function of management except as may be limited by this agreement and/or by applicable state and federal law:

1. Determine and modify the organization of City government and its constituent work units.

2. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
3. Determine the methods, means, and the number and kinds of personnel by which services are to be provided.
4. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
5. Direct employees, including scheduling and assigning work, work hours, and overtime.
6. Establish employee performance standards and to require compliance therewith.
7. Discharge, suspend, demote, reduce in pay, reprimand, and withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
8. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
9. Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
10. Take all necessary actions to protect the public and carry out its mission in emergencies.

To the extent that management's exercise of these rights enumerated above impacts the employees' terms and conditions of employment, the City is not relieved of its obligation to meet and confer on these impacts as required by law.

Section 5: PROBATIONARY PERIOD

5.1 Probationary Period

All appointments, promotional appointments and reappointments shall be tentative and subject to a probationary period dated from the time of appointment to a regular full-time or regular part-time position. The probationary period shall be for a one (1) year period of actual service. The City Manager, upon written request of the Chief of Police, may grant an extension of the probationary period up to a maximum of six (6) months beyond the end of such probationary period, for a maximum total probation of eighteen (18) months.

An employee remains on probation until such time as the City takes formal, written action to remove the probationary employee from probationary status. This is done by the employee's supervisor completing a written performance evaluation at the approximate date of the probationary employee completing one (1) year in the probationary position. This performance evaluation must be signed by the Chief of Police and forwarded to the City Manager for final review and approval.

5.2 Dismissal of Newly Hired Employees

During the probationary period, a newly hired employee may be suspended, demoted or dismissed at any time by the appointing authority without the right of appeal. A probationary employee is an "at-will" employee. Notification of dismissal in writing shall be served on the newly-hired employee and a copy filed with Human Resources.

5.3 Demotion of Promoted Employees

An employee who is promoted to a new position in a higher classification may be demoted to the employee's previous position at any time during the one (1) year probationary period without the right of appeal. The employee shall be returned to the position which the employee held prior to the promotion and shall be placed at the salary level held prior to the promotion.

Section 6: COMPENSATION

6.1 Wage

Appendix "A" contains the base wage for each classification effective the first full pay period in July of 2022.

The City will increase base wages as follows:

Effective the first full pay period in July 2024 – three percent (3%) COLA

Effective the first full pay period in July 2025 – three percent (3%) COLA

Effective the first full pay period in July 2026 – three percent (3%) COLA

6.2 Changes to Wage Ranges

Changes to wage ranges will not change an employees' anniversary date.

Whenever the wage for any classification changes, the employee shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range.

6.3 Step Increase

Employees earn step increases when their annual performance evaluation is at or above meets expectations as follows:

1. Employees Hired on or before June 30, 2021:

Annual performance reviews will occur in the month of June each year with an annual step increase occurring in the first full pay period in July of each year.

2. Employees Hired, Promoted, Transferred or Demoted on or after July 1, 2021:

Annual performance reviews will occur twelve (12) months from the date of hire and each year thereafter with an annual step increase occurring in the first full pay period following the date of hire each year.

The City desires competitive and comparable wages. The comparative cities utilized by the City are:

- Antioch
- Brentwood
- Martinez
- Pittsburg
- Pleasant Hill
- San Ramon
- Tracy

The City agrees to complete a compensation study prior to the start of successor MOU negotiations.

6.4 Wage Following Promotion

A promoted employee will be placed in the first step in the wage range for the new position. However, if first step increases the employee's wage less than five percent (5%), the City shall place the employee at the lowest step which provides at least a five percent (5%) increase, provided that in no event will the new wage exceed the highest step of the promoted wage range.

An Officer promoted to Sergeant may be eligible for a five percent (5%) increase in pay following six (6) months of successful service in the promoted position, with Police Chief Approval.

Future salary increases will be at twelve (12) months from the date of the promotion and each year thereafter as described in section 6.3.

6.5 Wage Following Non-Disciplinary Demotion

An employee demoted for non-disciplinary reasons will have either a wage step no more than five percent (5%) below the employee's wage prior to the demotion or the top of the new range, whichever is less.

The City will maintain a demoted employee's anniversary date and annual performance review schedule. A demoted employee will not serve a probationary period in the new job classification.

6.6 Wage on Reclassification of Positions

A reclassified employee's wage shall increase at least five percent (5%) over their last wage before reclassification. There shall be no additional probationary period.

6.7 Wage for Work Performed in a Higher Classification

Employees may occasionally perform duties of a higher classification to temporarily fill a vacancy.

In order to receive increased wages for working in a higher classification the employee must be assigned, assume and perform substantially all the duties and responsibilities of the position, and perform them for at least one week (five consecutive working days, without regard to the calendar week).

Increased wages for working in a higher classification shall be at least five percent (5%) above the employee's current wage, or the lowest wage within the range for the higher classification, whichever is greater, but not to exceed the maximum of the higher classification's range.

The Police Chief will evaluate higher classification pay on a case-by-case basis and make a recommendation to the City Manager. This evaluation and recommendation should occur before an employee begins working in a higher classification whenever possible.

6.8

This sub-section is intentionally left blank

6.9 Special Compensation

1. Education/POST

Employees who possess or obtain the following POST certificates and/or educational degrees shall receive additional compensation as follows:

- a. **POST Intermediate Certificate** – Two and one-half percent (2.5%) augmentation to base salary.
- b. **POST Advanced Certificate**- Two and one-half percent (2.5%) augmentation to base salary.

Incentives in subsections (a) and (b) compound, with a maximum Incentive of five percent (5%).

Instead of earning POST incentive pay, an employee with a **Bachelor's Degree** earns a five percent (5%) incentive. An employee may not earn separate incentive pays for both POST certificates and a Bachelor's Degree.

An employee may earn an additional two- and one-half percent (2.5%) over their POST or Bachelor's Degree incentive pay if the employee has a **Master's Degree** for a total Education/POST incentive not to exceed seven- and one-half percent (7.5%).

Pay for all education incentives will be effective in the first full pay period following receipt of documentation by Human Resources. Employees are responsible for ensuring timely submission of their documentation to the Chief of Police and Human Resources.

2. Special Assignments

a. Training Premium - Field Training Officer (FTO)

Any employee assigned as an FTO shall receive five percent (5%) augmentation to base salary for actual time served as an FTO. ("Time served" is defined as the time training an officer in this capacity).

b. Motorcycle Patrol

Any employee assigned to motorcycle duty shall receive a five percent (5%) augmentation to base salary in the first full pay period following being assigned to Motorcycle Patrol.

c. Shift Differential -Graveyard

Any employee assigned to the Graveyard Shift shall receive a 5% augmentation to base salary in the first full pay period following being assigned to Graveyard.

d. Detective Division

Any employee formally assigned as a Detective shall receive a 5% augmentation to base salary in the first full pay period following being assigned as a Detective.

e. Bilingual Premium

Any employee deemed professionally proficient in the Spanish language will receive a one and one-half (1.5%) augmentation to base salary in the first full pay period following certification.

f. Police Liaison - School Resource Officer (SRO)

Any employee assigned as a School Resource Officer shall receive a five percent (5%) augmentation to base salary in the first full pay period following being assigned to SRO.

g. Police Liaison - Problem Oriented Policing (POP)

Any employee assigned as a POP Officer shall receive a five percent (5%) augmentation to base salary in the first full pay period following being assigned to POP.

h. Canine Officer

Any employee assigned as a Canine Officer shall receive a five percent (5%) augmentation to base salary for time served as a Canine Officer.

i. Police Administrative Sergeant

Sergeants assigned to administration will receive a five percent (5%) augmentation to base salary in the first full pay period following being assigned as administrative sergeant.

j. Police Investigator Traffic Sergeant

Unless a Sergeant is receiving Motorcycle Patrol incentive pay, a Sergeant assigned to the traffic unit will receive a five percent (5%) augmentation to base salary in the first full pay period following being assigned as traffic sergeant.

Special Assignment Rotation

All employees assigned special assignments are subject to rotation in and out of these positions and a corresponding withdrawal of the specialty pay at the discretion of the Police Chief.

3. Longevity Incentive Pay

All employees shall receive Longevity Incentive Pay as follows:

- Five (5) years of service - two and one-half percent (2.5%) augmentation to base salary
- Ten (10) years of service – additional two and one-half percent (2.5%) augmentation to base salary (5% cumulative total)
- Fifteen (15) years of service –additional two and one-half percent (2.5%) augmentation to base salary (7.5% cumulative total)
- Twenty (20) years of service – additional two and one-half percent (2.5%) augmentation to base salary (10% cumulative total)
- Twenty-five (25) years of service – additional two and one-half percent (2.5%) augmentation to base salary (12.5% cumulative total)

Employees who were previously serving in the City of Oakley while employed by the Contra Costa Sheriff's Office as of April 15, 2015, will receive credit for their prior service with the Contra Costa Sheriff's Office when calculating their longevity increment. The increase in percentage is effective on the next pay period following the anniversary of the employee's hire date.

Longevity Incentive Pay will be reported to CalPERS as compensation to the extent allowed by law.

4. Corporal Pay

Any officer assigned as a Corporal Officer shall receive three hundred and fifty dollars (\$350) per month in addition to base salary for time served as a Corporal. This pay does not meet the definition of special compensation for CalPERS; therefore, it is not reportable as CalPERS compensation.

Section 7: HOURS OF WORK AND OVERTIME COMPENSATION

7.1 Work Hours

The Department has a variety of shift schedules and work hours to meet the needs of the City and the Department.

The regular shift schedule and work hours for unit employees is four (4) shifts of ten (10.0) hours in a seven (7) day period. Unit employees may also work a shift schedule consisting of three (3) shifts of thirteen hours and twenty minutes (13.33) in a seven (7) day period.

Alternative schedules may be used to accommodate the needs of the Department.

7.2 Work Period and Pay Periods

Work Period - The work period is one hundred seventy-one (171) hours per twenty-eight (28) day period as authorized by Section 7(k) of the Fair Labor Standards Act. The 28-day work period begins at 12:00 a.m. Sunday and ends twenty-eight (28) consecutive days later at 11:59 p.m. Saturday.

Pay Periods - Payday shall be every other Friday (bi-weekly) for the two (2) calendar week period ending on Saturday of the preceding week.

7.3 Overtime Policy

The City's policy is to avoid the necessity for overtime work. When overtime work is necessary, such overtime shall be authorized by the Police Chief or designee but shall be kept at a minimum.

7.4 Contract Overtime

Unit employees shall be paid overtime for all time worked in excess of the employee's assigned shift (e.g., 10 hours, 13.33 hours or other schedule) in a twenty-four (24) hour period or for time worked on a regularly scheduled day off or for time worked in excess of forty (40) hours in a calendar week. For purposes of calculating the forty (40) hour threshold, all paid leave hours (e.g., vacation, sick and compensatory time off) shall count as hours worked. The rate of pay for contract overtime shall be time and one half (1.5x) the employee's base hourly rate of pay.

7.5 Statutory Overtime

Unit employees shall be paid statutory overtime in accordance with the FLSA for all time worked in excess of 171 hours in a 28-day work period. The rate of pay for statutory overtime shall be time and one half (1.5x) the employee's "regular rate of pay" which includes all differentials and incentive pays as set forth in 29 CFR sections 778.108 and 778.109.

a. **Dual Calculation to Determine Statutory Overtime Owed**

Notwithstanding the contract overtime provisions specified in subsection 7.4 above, the City will conduct a dual calculation to determine the amount of statutory overtime owed for time actually worked in excess of 171 hours in the 28-day work period. To the extent the City's dual calculation determines that FLSA overtime owed for the 28-day work period exceeds the amount of contract overtime paid pursuant to subsection 7.4 for the same 28-day work period, the difference will be paid to the employee by way of a FLSA adjustment.

7.6 Compensatory Time

Employees may choose to be compensated for overtime work with compensatory time-off (compensatory time) at the rate of one and one-half (1.5) hours of compensatory time credit per overtime hour worked instead of receiving cash payment. The decision to receive overtime pay or compensatory time credit shall be made at the end of the pay period in which the overtime is worked. There is no provision for converting compensatory time to overtime pay except at termination. Compensatory time may be accrued up to a maximum of one-hundred twenty (120) hours per employee.

Overtime compensation earned via business travel time may be paid or allotted to the member's compensatory time bank unless said bank is already at the maximum of one-hundred twenty (120) hours.

Compensatory time off must be used in the fiscal year in which it is earned with the exception of eighty (80) hours. Eighty (80) unused hours can be rolled to the next fiscal year. Unused compensatory time over the eighty (80) hour accrual maximum as of each June 15th, will be paid, at the employee's base hourly rate, on the pay period that includes June 30th.

If an employee has any unused accrued compensatory time at termination, the employee will be paid for such unused compensatory time at the employee's base hourly rate of pay at termination.

7.7 Court Appearance Compensation

If an employee appears on a court subpoena during off-duty time, the employee will be compensated. Employees shall be compensated for off-duty court appearances on workdays as follows:

- An employee shall be compensated with a three (3) hour overtime minimum or actual time in court, whichever is greater, for any court appearance that starts more than one-half (.50) hour before an employee's shift or more than one-half hour after the conclusion of an employee's shift.
- For court appearances which begin during an employee's shift or within a half-hour (.50) of the start or conclusion of an employee's shift, the employee shall be compensated for the actual time worked.
- An employee shall be entitled to not more than two (2), three (3) hour minimums each day.

Employees shall be compensated for court appearances on scheduled days off as follows:

- An employee shall be compensated with a four (4) hour minimum or actual time in court, whichever is greater.
- An employee shall be entitled to not more than two (2), four (4) hour minimums per day.

- An employee shall be entitled to only one (1) four (4) hour minimum per court session, e.g. one in the morning, one in the afternoon, or one in the evening (after 6:00 p.m.)
- An employee shall receive a four (4) hour minimum if a court appearance is cancelled less than twenty-four (24) hours before the scheduled appearance.

7.8 Shift Trades

1. Employees may trade one or more work shift(s) with each other, subject to the following conditions:
 - a. Shift trades shall be made only with the prior approval of the on-duty Sergeant or Lieutenant.
 - b. Requests and approvals shall be documented by email
 - c. Both employees involved in the shift trade document the trade on the applicable timesheets
 - d. Employees trading shifts shall be qualified to work for each other.
2. An employee not able to fulfill a shift trade agreement shall either:
 - a. Secure another employee to work the shift, subject to the provisions of this section; or
 - b. Notify the on-duty Sergeant or Lieutenant that the shift will be vacant due to the inability of the employee to fulfill the shift trade and the Department will deduct the appropriate number of Vacation Leave hours from the employee's Vacation Leave accruals (from the employee not able to fulfill a shift trade agreement) and fill the vacant shift with an employee selected by the Department. Notwithstanding Labor Code Section 227.3, if the department must fill the vacant shift with an employee on overtime status, Vacation Leave at the rate of time and one-half (1.5) will be deducted from the employee's Vacation Leave accruals (from the employee not able to fulfill a shift trade agreement).
3. The Police Chief reserves the right to cancel any and all shift trades if deemed necessary and to restrict the number of shift trades if it is deemed to be in the best interests of the Department.

7.9 Shift Bidding

1. Shift bidding is a process which allows employees to choose a shift and days off based on seniority. Specialized units including, but not limited to Investigations, K9 and Traffic Officers are not subject to shift bidding and are assigned based on the needs of the

Department. Shift and day off selection within a specialized unit will be based on time in unit rather than Department seniority.

2. Shift bidding shall take place every six (6) months and shall be completed within seven (7) calendar days after bidding begins, and thirty (30) days before the start of the new shift. The start of the new shift will be the first day of the 28-day work period closest to the fifteenth (15th) of January and July.
3. Prior to the beginning of the bidding process, a new shift sign up folder will be created and maintained in the Sergeants' office until the close of the bidding process. An employee, or the employee's designee, may bid for a shift by writing their name next to their top three shift choices. At the close of the bidding process, the scheduling sergeant (as designated by the Police Chief) will assign employees to shifts based on their choices and seniority. The results of the completed shift bid and new shift assignments will be posted in the Sergeants' office.
4. There shall be a thirty (30) day grace period starting from the first day of each new shift. The grace period allows for an employee to fill an unexpected vacancy which arises after the start of a new shift. The desired shift must have been one of the officer's initial three (3) choices. Any vacancy that arises after the thirty (30) day grace period may be filled based on the needs of the department and only with approval of the Chief or designee.
5. In rare circumstances, and only in consultation with the POA and the City Manager, the Police Chief reserves the right, for cause, to adjust the shift bidding results when deemed in the best interest of the department. Notification of any changes in shifts shall be provided to the affected employees in writing and with at least fifteen (15) days' notice.

Section 8: STANDBY AND CALLBACK PAY

8.1 Standby Status and Standby Pay

When an employee is required to leave work where the employee can be reached for emergency call out or for other work-related purposes during a specified period outside the employee's scheduled hours of work, such employee shall be considered on standby status. (This provision does not apply to court ordered standby status issued by the District Attorney's Office or Judge.)

The following provisions apply to standby status:

Compensation:

1. Any employee formally placed on stand-by status in writing shall be paid two-hundred and fifty dollars (\$250) per week (7 days). A partial week on stand-by status shall be prorated.
2. If an employee is contacted for fifteen minutes or more (including any combination of one or more telephone calls, emails and/or texts) for a work-related purpose or required to physically report to work for an emergency while on standby status, the employee will be compensated for a minimum of two (2) hours worked at one and one-half (1.5) times the employee's base hourly rate of pay. Any time worked in addition to the two-hour minimum will be compensated at one and one-half (1.5) times the employee's base hourly rate of pay for each additional hour or fraction thereof. Work time shall commence from the time the employee is first contacted, as defined above, for a work-related purpose or first required to physically report to work until the time the employee returns home. For purposes of this provision, successive contacts during the same two (2) hour period following an initial contact or requirement to physically report to work is considered a single contact for purposes of the two (2) hour minimum.
3. Employees contacted for fifteen minutes or more for work-related purposes or called to physically report to work after midnight may elect to delay the normal start time for a shift scheduled later that same day by an amount of time equivalent to the time worked past midnight. If an employee elects to exercise this privilege, the employee must notify the supervisor in advance of the normally scheduled workday or within thirty (30) minutes of normal start time. If it is deemed to be detrimental to the operation of the City to grant this time off, the supervisor may deny the request. Employees who use this option will be paid their base hourly rate of pay for hours actually worked that day.
4. Employees must remain fit for duty during the entire period the employee is on stand-by status.

8.2 Call Out Procedure

Employees may be called back or called out to report back to work to perform necessary duties outside their normal work hours. In the event an employee is called back to work before or after normal working hours, the employee will be compensated for a minimum of two (2) hours of work at one and one-half (1.5) times the employee's base hourly rate of pay. Any time worked in addition to the minimum two (2) hours will be compensated at one and one-half (1.5) times the employee's base hourly rate of pay for each additional hour or fraction thereof. In the event an employee is called in to work and the time worked continues beyond the schedule start of the employee's regular work shift, the employee will be compensated at the employee's base hourly rate of pay once the regular work shift begins. Work time shall commence from the time the employee is contacted to report to work.

Section 9: HOLIDAYS

9.1 Holidays

The following holidays are recognized as regular holidays for pay purposes. Regular full-time employees are entitled to receive eight (8) hours of holiday pay at a rate of one and one half (1.5) times their base hourly rate. Holiday pay may be used to increase the employee's compensatory time off accrual bank.

The City will observe the following holidays:

- December 31st- New Year's Eve Day
- January 1st- New Year's Day
- Third Monday in January- Martin Luther King Jr. Day
- Third Monday in February- President's Day
- Last Monday in May - Memorial Day
- June 19th- Emancipation Day
- July 4th - Independence Day
- First Monday in September - Labor Day
- November 11th- Veteran's Day
- Fourth Thursday in November- Thanksgiving Day
- Fourth Friday in November- Day After Thanksgiving
- December 24th - Christmas Eve Day
- December 25th - Christmas Day
- Employee's Birthday

An employee who wishes to be excused from work in observance of a religious holiday (not listed as a "Regular Holiday for Pay Purposes") shall request approval of such absence from the Police Chief. If approved, such time off shall be charged against the employee's accumulated compensatory time or vacation leave.

9.2 Holiday Pay Eligibility

If a holiday falls on an employee's regular workday or scheduled day off the employee will receive eight (8) hours of holiday pay.

If a holiday falls on an employee regularly scheduled workday and the employee calls in sick on the holiday, the employee will not receive holiday pay.

If a holiday falls on an employee's regular workday, and the employee is on a scheduled vacation, the employee will receive eight (8) hours of holiday pay; however, the vacation hours taken that day will be deducted from the employee's vacation accrual.

Section 10: VACATION

10.1 Eligibility

There is no waiting period before an employee can request to take accrued vacation time; however, vacation hours cannot be used in the pay period within which they are earned. An employee may not accrue vacation while on any unpaid leave of absence.

10.2 Vacation Accrual

The City recognizes its employees' loyalty and longevity of service by granting an increase in vacation hours at milestone anniversary dates. Regular full-time employees shall be entitled to accrue paid vacation for years of service according to the schedule below.

| YEARS OF SERVICE | VACATION HOURS ACCRUED PER YEAR |
|------------------|---------------------------------|
| Year 0-3 | 80 hours per year |
| Year 4-7 | 120 hours per year |
| Year 8-14 | 160 hours per year |
| Year 15+ | 200 hours per year |

The increase in rate of vacation accrual is effective on the next pay period following the anniversary of the employee's hire date. For example, if an employee completes three full years of service on July 1st and the next full pay period begins on July 5th, the employee will begin accruing the 120 hours per year on July 5th. Vacation accruals are calculated on a bi-weekly basis with the City's pay period schedule and are reflected on the employee's paycheck.

Note: Employees that were serving in the City of Oakley with the Contra Costa Sheriff's Office as of April 15, 2015, shall receive credit for years served with the Contra Costa Sheriff's Office.

10.3 Vacation Accumulation

The City provides vacation leave to encourage employees to take time away from work on a regular basis. For this reason, employees may earn and accumulate vacation leave up to a maximum of two and one-half (2.5) times the amount of their annual accrual as follows:

| YEARS OF SERVICE | MAXIMUM VACATION ACCRUAL |
|------------------|--------------------------|
| Year 0-3 | 200 hours maximum |
| Year 4-7 | 300 hours maximum |
| Year 8-14 | 400 hours maximum |
| Year 15+ | 500 hours maximum |

Unused vacation hours over the maximum vacation accrual, as of each December 1st, will be paid, at the employee's base pay, on the first full pay period after December 1st.

10.4 Use of Vacation

Vacation shall be requested via email as far in advance as possible with the Division Commander or designee. An employee shall submit an email request to the Division Commander or designee and approval of the Division Commander or designee is required prior to taking vacation time off. The Division Commander or designee shall respond to the employee via email within seven (7) calendar days after submission of the request. Vacation leave shall not be used beyond the time accrued. The time at which an employee may use accrued vacation leave and the amount taken at any one time shall be determined by Division Commander or designee, with particular regard for the needs of the Department.

10.5 Illness during Vacation

Vacation leave may be changed to sick leave if an employee submits a doctor's certificate/note satisfactory to Human Resources indicating that the employee was ill and unable to work during the employee's scheduled vacation.

10.6 Vacation at Separation

Employees whose employment with the City terminates shall be paid for the part of their vacation accumulation that remains unused at the time of separation. Payment for unused vacation shall be made at the employee's base rate of pay at the time of separation.

Designation of Beneficiary

When termination is caused by the death of the employee, pay for unused vacation shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with Human Resources. If the employee is married and designates a beneficiary other than the spouse for more than fifty percent (50%) of the benefits payable, the signature of the spouse also shall be required on the designation. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

10.7 Vacation Buyback

Employees are eligible to exchange up to forty (40) hours of accrued vacation for a lump sum payment at the employee's current base hourly rate twice each fiscal year as follows:

1. The lump sum payments will occur in conjunction with the last pay period for March and for October of each year.
2. The employee must have reached their three-year (3) anniversary date in order to be eligible to exchange vacation pay.
3. The employee desiring to exchange vacation leave must have taken at least eighty (80) hours of vacation or compensatory time off during the previous twelve (12) months. Use of sick leave or leave without pay does not satisfy this program requirement.
4. The employee, after the requested exchange of vacation leave, must still have at least one-hundred and twenty (120) hours of vacation leave remaining.

10.8 Hardship Request

In the event an employee eligible for vacation accrual experiences a financial hardship due to circumstances beyond the employee's control, the employee may submit a request to Human Resources to receive cash payment of accrued vacation at any time during the year. Hardship Request forms are available in Human Resources. Examples of qualifying hardship requests include unexpected legal expenses, unbudgeted medical expenses not covered by other means, or any unforeseen situation that would necessitate a hardship request.

In order to keep hardship requests and the circumstances surrounding such a request as confidential as possible, all hardship requests will be reviewed in the following manner:

1. The employee submits a completed Hardship Request form to Human Resources.
2. Human Resources will obtain an updated copy of the employee's absence schedule from payroll to verify the number of vacation hours available. The employee must still have at least one-hundred and twenty (120) hours of vacation leave remaining to be eligible for a Hardship Request.
3. If clarification of the request is necessary, Human Resources will contact the requesting employee to obtain additional information.
4. A request that meets the qualifications described above will be reviewed by Human Resources and then presented to the City Manager with a recommendation for denial or final approval.
5. The employee will receive a response regarding the status of their request within five (5) working days from the date it is received by Human Resources.
6. The approved request will be delivered to payroll and a check will be prepared within three (3) business days.

Section 11: SICK LEAVE

11.1 Statement of Policy

Sick leave is an employee benefit of paid time off granted to an employee to use for personal illness or injury, medical or dental treatment, and as described in this MOU or required by law. The employee shall make notification by contacting the on-duty Supervisor as soon as possible after determining the need for sick leave and, to the extent possible, prior to the time set for reporting to work on the first day of such leave and as often thereafter as directed by the employee's Supervisor or the Police Chief. Notifications shall be made by telephone to the Supervisor. If the Supervisor is out of the office, the employee shall notify Dispatch of the need for sick leave and provide a telephone number where the employee can be contacted. Dispatch will notify the on-duty Supervisor of the call.

11.2 Accrual

Regular full-time employees earn 3.69 hours of sick leave per pay period (96 hours per year). Sick leave is not earned during any unpaid leave of absence.

For recruitment purposes, and the desire to fill vacancies with lateral officers, the City Manager, upon recommendation of the Police Chief, may grant an initial 40 hours of sick leave on the date of hire.

11.3 Accumulation

An employee may accrue up to one thousand (1,000) hours of sick leave. Once the accrual maximum is reached, the employee can earn no other paid sick leave until the accrual balance is reduced.

11.4 Use

Employees are entitled to use their accrued sick leave to be off work without the loss of compensation under the following conditions:

1. For the employee's own illness or injury or for the illness or injury of the employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.
2. For the employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the employee's family member.
3. For employees who are victims of domestic violence, sexual assault or stalking as specified in state law.
4. For supplemental bereavement leave as provided in this MOU.

5. Within the first week of the birth or adoption of a child up to a maximum of 40 hours.

Each hour of authorized sick leave usage shall be deducted from the employee's accumulated sick leave bank.

11.5 Sick Leave Verification

The Police Chief may request a doctor's verification or other reasonable proof of the employee's need for sick leave when the use of sick leave results in an absence from work for more than three (3) consecutive shifts and/or when the City has reason to believe that an employee is abusing sick leave on one or more of the bases described in Section 11.7.

Employees who are absent from work due to sick leave use shall not engage in any activity that would inhibit their ability to return to work at the earliest possible time.

11.6 Depletion of Available Sick Leave

In the event an employee's extended need for sick leave depletes the employee's accrued sick leave, the Police Chief may approve the use of accrued vacation leave for the employee's continued absence. Upon depletion of leave benefits, a medical leave without pay may be granted with approval of the City Manager.

11.7 Abuse of Sick Leave

The City encourages employees to use these sick leave hours wisely and maintain a comfortable number of hours available for unforeseen situations. The City considers the abuse of sick leave to be a serious offense and evidence substantiating sick leave misuse and abuse will result in disciplinary action, up to and including termination from employment.

Examples sick leave misuse and abuse include the following:

- Failure to notify a supervisor of the need for sick leave without reasonable explanation.
- Failure to provide physician's verification when required to do so.
- Submitting a fraudulent physician verification.
- Use of sick leave for an unauthorized purpose.
- Continued pattern of maintaining zero or near zero sick leave balances or seeking approval of leave without pay because sick leave accrual has been exhausted.
- Pattern of abuse, for example, the routine use before and/or after holidays; before and/or after weekends or regular days off; after pay days or any one specific day;

following overtime worked; frequent use of half days; and/or any routine use of any combination of the above.

The City maintains minimum staffing levels and excessive absenteeism creates a negative impact on the workplace by disrupting work schedules, increasing overtime costs, leaving projects incomplete, decreasing organizational efficiency, moving additional work upon others, and creating an overall negative morale within the organization.

11.8 Sick Leave Conversion

1. At Retirement (Service or Disability):

Sick leave is forfeited and not cashed out upon retirement, unless an employee has completed ten (10) years or more with the City at the date of retirement.

If years of service is met, one hundred percent (100%) of the value of accrued sick leave will be paid to the employee at retirement as follows:

- a. Payment can be taken as a lump sum cash payment or deposited into the employee's deferred compensation account (as allowed under the terms and conditions of the plan and Internal Revenue Service regulations) or used as a payment to CalPERS to buy service credits.
- b. Only fifty percent (50%) of the accrued sick leave can be allocated to CalPERS to buy service credits.

2. At Separation:

- a. Employees hired on or before June 30, 2022

Sick leave is forfeited and not cashed out upon separation, unless an employee has completed ten (10) years or more with the City at the date of separation.

If years of service are met, fifty percent (50%) of the value of accrued sick leave or 360 hours, whichever is less, will be paid to the employee at separation as follows:

- Payment can be taken as a lump sum cash payment or deposited into the employee's deferred compensation account (as allowed under the terms and conditions of the plan and Internal Revenue Service regulations)

- b. Employees hired on or after July 1, 2022

Sick leave is forfeited and not cashed out upon separation.

Note for Section 11.8: All employees that were serving in the City of Oakley with the Contra Costa Sheriff's Office as of April 15, 2015 shall receive credit for years served with the Contra Costa Sheriff's Office to determine eligibility for sick leave conversion at retirement.

11.9 SICK LEAVE DONATION FOR CATASTROPHIC CIRCUMSTANCES

An employee may be eligible to receive donations from co-workers of up to four-hundred eighty (480) hours of paid sick leave to be included in the employee's sick leave bank, if exhausted, with the City Manager's written approval and only if the employee has suffered a catastrophic illness or injury which prevents the employee from being able to work, and only if the employee is in good standing. A catastrophic illness or injury is a medically certified illness, injury, impairment, or physical condition that prevents an eligible employee from returning to work for a period of sixty (60) or more calendar days.

1. Rules of Sick Leave Donation Program
 - a. An employee is not eligible to receive sick leave donations if the employee is currently receiving workers' compensation, short-term or long-term disability benefits.
 - b. An employee using donated sick leave will not accrue additional sick leave or vacation leave but will continue receiving all other employment benefits.
 - c. Donated sick leave may not be converted into a cash benefit.
2. An Employee may donate sick leave if the donating employee:
 - a. Voluntarily elects to donate sick leave and does so with the understanding that donated leave will only be returned if not used by the affected employee within ninety (90) days of the donation;
 - b. Donates a minimum of eight (8) hours;
 - c. Retains a combined leave balance (vacation and sick) of at least one-hundred sixty (160) hours;
 - d. Donates time in one (1) hour increments. For every one (1) hour of sick leave time donated by the donor, the recipient will be credited with one (1) hour of sick leave. The pay levels of the two employees shall not affect the transaction.
3. Donations are voluntary and the City Manager shall respect an employee's right to privacy, however, the City Manager may, with the express permission of the employee who is in need of leave, inform co-workers of the employee's critical need for sick leave hours. The City Manager or any other employee shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

11.10 On-the-Job Injury

Employees receiving 4850 pay for a work-related injury/disability are entitled to the following:

1. Full credit for all time spent on the work-related injury/disability leave for purposes of their performance evaluations and eligibility for all wage increases. Wage increases shall not be prorated or apportioned based on the amount of time an employee is off work on work-related injury/disability leave.

11.11 Off-the-Job injury

Any injury /illness occurring other than in the service of the City may be compensated for through the provisions of the long-term disability insurance plan provided by the City.

Section 12: OTHER LEAVES OF ABSENCE

12.1 Personnel Leave of Absence without Pay

Upon recommendation of the Police Chief, the City Manager may grant an employee a leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interests of the City. No such leave shall be granted except upon written request, and the approval must be in writing. Requests should be made as far in advance as practical. Such leave shall not exceed three (3) calendar months duration. Loss of service credit will occur for the duration of the leave; no benefit credit will be accrued toward vacation or sick leave. Employee insurance benefits will remain in effect. Performance review will be deferred if necessary or may be rescheduled upon return to work.

12.2 Bereavement Leave

Employees shall be granted up to three (3) working days leave with pay by the Police Chief in the event of death in the immediate family of the employee if death occurred within the State and up to five (5) days if death is outside of the State. ("Immediate family" is defined in "Definitions" section of this MOU).

Additional time off in excess of three (3) or five (5) days may be taken by an employee with prior approval of the Police Chief and the City Manager. Such additional time off is to be charged in the following order:

- a. Accumulated sick leave
- b. Accumulated vacation leave

- c. Accumulated compensatory time
- d. Leave of absence without pay.

12.3 Subpoena

Employees who are subpoenaed to appear as witnesses on behalf of the Federal Government or any of its agencies, the State of California or any of its agencies, or the City of Oakley or any of its agencies, shall be granted leave for such purposes, upon presentation of the subpoena to the Police Chief. Said employees shall receive full pay, for scheduled workdays, for such appearances, provided the employee remits to the City all fees as soon as received by the employee for such appearances.

For appearances in Contra Costa County as a result of a subpoena from the District Attorney, Public Defender, Department of Motor Vehicles or any other Government Agency, compensation shall be as indicated in Section 7 of this MOU.

Compensation or expenditures of the employee, for mileage or subsistence allowances, shall not be considered as a fee and shall be retained by the employee.

12.4 Jury Duty

Employees required to report for jury duty shall be granted leave for such purpose, upon presentation of jury notice to the Police Chief. Said employees shall receive full pay, for scheduled workdays, for the time served on a jury, provided the employee remits to the City all fees as soon as received by the employee for such duties. Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee.

Section 13: LAYOFFS

13.1 City Council Action

The City Council shall determine which position(s) shall be eliminated within the organization. Human Resources shall determine and notify the employee(s) to be laid off as a result of the eliminated position(s).

13.2 Order of Layoffs

To determine which employee is to be laid off as a result of an eliminated position, Human Resources shall use the following procedure:

1. Prepare a list of every employee in the affected classification. (A classification is defined as a position or group of positions sufficiently similar in duties and

responsibilities in which the same title, qualifications, test of fitness and salary range can be applied.)

2. Determine which employee(s) within the classification will be laid off. If there is only one (1) employee in the classification, that employee shall be given a layoff notice.

If there are two (2) or more employees within the same classification, Human Resources shall apply the following order in determining which employee shall be laid off:

First, temporary employees in the classification shall be laid off. The City Manager shall determine which temporary employee(s) shall be laid off.

Second, if there are no temporary employees in the classification, layoff will be determined by seniority in City service.

3. Seniority shall be defined as follows:

As determined by official City payroll records, all service in the employ of the City shall be counted toward the establishment of an employee's City seniority service ranking including temporary, regular part-time, probationary and regular full time, as well as obligatory leaves for military service while an employee of the City. Loss of service credit will occur for the period of a leave of absence without pay. Less than full time service will be consolidated in equivalencies of full-time service for the purpose of establishing City seniority service ranking.

Note: All new employees that were serving in the City of Oakley with the Contra Costa Sheriff's Office as of April 15, 2015 shall receive credit for years served with the Contra Costa Sheriff's Office to determine seniority.

13.3 Displacement Rights

An employee designated to be laid off shall receive written correspondence with at least a minimum thirty-day layoff notification and displacement rights.

13.4 Notification of Displacement

An employee scheduled to be laid off must request displacement in writing to Human Resources within seven (7) working days of receipt of notice of layoff. An employee displacing to a lower or related classification shall be placed at the salary tier representing the least loss of pay. In no case shall the salary be increased above the amount received in the classification from which the employee was laid off.

Employees assuming a lower or related classification shall serve a probationary period in the new classification unless they previously have completed a probationary period in the classification.

13.5 Reemployment

The names of employees laid off or displaced shall be entered on a reemployment list in the inverse order specified in Section 13.2 of this Section. As reemployment opportunities become available in the classification from which the employee was laid off: the employees on the list, commencing with the highest score, shall be offered return to those positions. Reemployment lists shall remain in effect for two (2) years.

Laid-off or displaced employees will be notified of reemployment opportunities by certified mail at the last official known address of the laid-off or displaced employee. It shall be the responsibility of the laid-off or displaced employee to inform the City in writing of any changes in address.

The laid-off or displaced employee must notify Human Resources of acceptance within three (3) workdays of receipt of the mailing as reflected on the postal service certified return receipt. The employee shall be notified of such time limit in the written reemployment offer. Failure to contact the designated City official within such period shall be deemed as rejection of the vacant position and will remove the employee from the reemployment list.

Section 14: EMPLOYEE BENEFITS

14.1 Retirement Plan

Employees shall participate in the California Public Employees Retirement System (PERS) 2.7% at 57 plan pursuant to the terms and conditions of the California Public Employees' Pension Reform Act of 2013 (PEPRA). The plan includes the 4th Level 1959 Survivor's Benefit and a 3% C.O.L.A.

The City does not participate in the Social Security Plan with the exception of the mandatory Medicare (FICA) deduction.

14.2 Disability Insurance

During the term of this agreement, the employee shall pay the cost of long-term disability insurance. The cost for this insurance shall be paid over 24 pay periods through payroll deductions. Should an employee separate from the City prior to the monthly amount being deducted, the City will deduct the difference on the employee's final paycheck.

14.3 Insurance Program

1. Health

The City shall provide a health, dental, vision, and life insurance plan for employees and their dependents.

A health care plan will be available for all employees. The City's monthly health insurances premium contribution each calendar year will be as follows:

December 1, 2022

| | |
|---------------|-------------------|
| Employee Only | \$1,235 per month |
| Employee Plus | \$1,835 per month |

December 1, 2023

| | |
|---------------|-------------------|
| Employee Only | \$1,235 per month |
| Employee Plus | \$1,935 per month |

December 1, 2024

| | |
|---------------|-------------------|
| Employee Only | \$1,235 per month |
| Employee Plus | \$2,060 per month |

December 1, 2025

| | |
|---------------|-------------------|
| Employee Only | \$1,235 per month |
| Employee Plus | \$2,185 per month |

December 1, 2026

| | |
|---------------|-------------------|
| Employee Only | \$1,235 per month |
| Employee Plus | \$2,335 per month |

If the City's contribution exceeds the cost of the health care premium in any given month, no cash payment shall be made to the employee regardless of the level of coverage with the following exception:

- a. Employees hired before September 30, 2016 whose premium is less than \$1,235 per month, may receive the difference between the covered cost and the \$1,235 as cash in lieu.

If the employee declines health insurance coverage, has submitted a completed waiver form and proof of legally compliant health care coverage, the City will provide a cash in lieu benefit as follows:

- a. Employees hired before September 30, 2016 who have alternate health coverage, will receive a cash in lieu benefit of \$1,235 per month.

- b. Employees hired on or after October 1, 2016, who have alternate health coverage, will receive a cash in lieu benefit of \$400 per month.

2. Dental & Vision

Dental and vision coverage for employee and dependents are currently paid for by the City.

3. Life

The City will provide a life insurance policy of \$100,000 to the employee.

14.4 Wellness Benefit

The City will provide a \$10 per month gym reimbursement to employees with a gym membership to any Oakley gym.

Reimbursement must be made in writing quarterly and proof of payment must be received in order to be considered.

14.5 Deferred Compensation

Employees may participate in the deferred compensation plan in accordance with the guidelines of that plan as long as such a plan is offered to any employees through the City.

14.6

This sub-section is intentionally left blank

14.7 Mileage Reimbursement/Allowance

Whenever an employee is required to use a private vehicle in the conduct of City business, such employee is entitled to reimbursement for actual mileage. Mileage is reimbursed at the rates prescribed by the IRS. Also, in the event of an accident while using a private vehicle on City business, the employee's insurance will be primary; however, the City will cover the employee's deductible cost.

14.8

This sub-section is intentionally left blank

14.9 Retiree Medical

Employees will participate in the Peace Officers Research Association of California (PORAC) Medical Trust. The City will pay four hundred and fifty dollars (\$450) per month into the PORAC Medical Trust on behalf of the employee from the date of hire until the employee's separation date. The \$450 dollar amount will be reviewed annually for increases to reflect increases in salary. After retirement, employees will receive benefits from the Trust based on the years of service and credits accrued once the minimum age and years of the Trust's participation requirements have been met. Contributions will be made for all employees in the Oakley Police Officers Association and employees may not individually elect against participation in the PORAC Medical Trust Plan.

Section 15: UNIFORMS, BOOTS & SAFETY EQUIPMENT

The City shall pay the full cost of employee uniforms and safety equipment. In the event these uniforms are damaged in the course of work or are worn out as a result of normal wear, the uniforms shall be replaced at no cost to the employee.

The City shall cover the cost of laundering/dry cleaning of uniforms at a designated location.

The City has estimated the total cost of uniforms, including the cost of dry cleaning to be approximately \$1,000 per employee annually. This uniform allowance is reportable to CalPERS as compensation for all Classic CalPERS members. The City will report this to CalPERS on a bi-weekly basis in the amount of \$38.46 per pay period. The City and employee will pay the applicable CalPERS contribution on this amount.

The City shall provide one pair of boots to each employee every calendar year, in an amount not to exceed \$200. Boots shall be purchased from vendors and with specifications approved by the Police Chief and worn as directed. Boots do not meet the requirements of CalPERS to be reportable compensation therefore, boots will not be reported to CalPERS.

Uniformed employees required to ride a motorcycle as part of their duties will be issued one pair of motorcycle boots every two years, paid for by the City. Motorcycle boots do not meet the requirements of CalPERS to be reportable compensation therefore, motorcycle boots will not be reported to CalPERS.

Section 16: DISCIPLINARY PROCEEDINGS

16.1 Causes for Disciplinary Action

Employees may be disciplined for just cause including, but not limited to the following:

- a. Fraud of any kind, including in securing appointment or making a false statement on an application for employment
- b. Incompetence, inefficiency, carelessness, inattention, or neglect of duty
- c. Insubordination\ willful disobedience
- d. Less than satisfactory performance
- e. Dishonesty or immorality
- f. Being under the influence of alcohol or medications while on duty
- g. Illegal possession, use, or addiction to the use of narcotics or controlled substances
- h. Unauthorized leave of absence
- i. Abuse of sick leave
- j. Tardiness
- k. Failure to immediately report an accident involving damage to City vehicles and/or equipment
- l. Conviction of a felony or conviction of a misdemeanor involving moral turpitude
- m. Discourteous treatment of the public or other employees
- n. Prohibited political activity in violation of the California Government Code
- o. Abuse or misuse, or appropriation for personal use, of City property
- p. Violation of any of the provisions of the Personnel Rules and Regulations, Departmental Rules and Regulations, and/or any provision of this MOU
- q. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the agency, the employee's department or division
- r. Outside employment not specifically authorized by the Police Chief and City Manager
- s. Any other conduct equal to the reasons enumerated about as determined by the Chief of Police

16.2 Types of Disciplinary Action

Types of disciplinary action, which may be taken, in order of severity, are: dismissal, disciplinary demotion, disciplinary suspension, written reprimand, oral warning, or an appropriate combination of these disciplinary actions. The aforementioned types of disciplinary action are defined as follows:

- a. Dismissal

The discharge of an employee from City service.

- b. Disciplinary Demotion

A permanent change in classification of an employee to a position of lower responsibility and pay for unsatisfactory performance or disciplinary reasons.

c. Disciplinary Suspension

The temporary suspension of an employee from City service, without compensation, for a period not to exceed thirty (30) calendar days in anyone (1) calendar year.

d. Written Reprimand

Notification in writing to the employee that there is a cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if the cause is not corrected.

e. Oral Warning

Verbal notification to employee that performance did not meet expectations.

16.3 Persons by Whom Disciplinary Action May Be Taken

The City Manager, Police Chief or designee may take disciplinary action against an employee under the City Manager or Police Chief's control for cause. The employee shall be informed of the disciplinary action to be taken within two weeks after the completion of the City's investigation.

16.4 Disciplinary Action Procedure

All disciplinary actions taken against a sworn police employee will be pursuant to and in compliance with the Peace Officer's Bill of Rights as specified in the Government Code.

1. Pre-Disciplinary Action Procedure

Disciplinary action, which would result in loss of employee salary, shall conform to the following procedural safeguards prior to imposition of disciplinary action:

- a. Notice: Written notice of the proposed disciplinary action shall be served upon the employee;
- b. Reasons: Reasons shall be cited for the proposed disciplinary action;
- c. Charge and Material: A copy of the charges and access to material upon which the action is based shall be included;
- d. Employee Response: The employee shall have the right to respond, either orally or in writing, to the authority initially imposing the disciplinary action.

The above stated notice and charges shall be served upon the employee either personally or by certified mail. The charges shall be detailed so as to give the employee fair opportunity to review and respond to the charges.

Upon receipt of the notice and charges, the employee shall have not less than three (3) working days within which to respond in writing or to request an informal non-evidentiary hearing before the person by whom disciplinary action was taken and /or

the Police Chief. The purpose of this hearing is to allow the employee's representative and/or the employee to make any representations believed relevant to the case. The hearing shall be held as expeditiously as possible but not more than three (3) working days after the request for hearing unless there is an agreement to extend by both parties. The hearing shall be subject to taping or transcription.

An employee may be relieved from duty and placed on paid leave pending the final decision of the proposed action if such leave is necessary to protect the public service or public interest.

2. Final Disciplinary Action Procedure

Disciplinary action causing loss of employee salary and any other form of discipline shall be imposed in accordance with the following procedure: A written notice shall be served on the employee and filed with the City Manager with a copy to Human Resources as soon as reasonably possible, but not later than five (5) working days after the date discipline is imposed. The notice shall be served on the employee either personally or by certified mail and shall include:

- a. A statement of the nature of the disciplinary action;
- b. The effective date of the action;
- c. A statement of the cause for the discipline and citing the rule(s) violated; and
- d. Said notice may include conditions or future actions to be taken.

16.5 Right of Appeal - Procedure

An employee shall have the right of appeal from any disciplinary action taken under this article. Such appeal must be filed in writing with the Police Chief with a copy to Human Resources within ten (10) calendar days after receipt of written notice of such disciplinary action. The appeal must state specifically the issue(s) in controversy and the facts upon which the issue(s) is based. The Police Chief will respond within ten (10) days of receipt of the appeal. If the employee is not satisfied with the Police Chief's review, the employee may appeal to the City Manager.

Such appeal must be filed in writing with the City Manager with a copy to Human Resources and the Police Chief within ten (10) calendar days of receipt of the Police Chief's response. In the case of suspensions of three (3) days or more, the City Manager may conduct, upon the employee's request, an independent review of the discipline imposed for the purpose of affirming, modifying or reversing the discipline. The City Manager will respond within ten (10) calendar days of receipt of the appeal.

If the employee is not satisfied with the City Manager's review, the employee may appeal the matter to final appeal hearing officer who shall be selected by the City Manager with input from

the employee. The final appeal hearing officer shall be independent, have had no role in the matter and shall have had previous experience serving in such a capacity. The appeal shall be made in writing to Human Resources within ten (10) calendar days of receipt of the City Manager's decision.

The fees and expenses of the final appeal hearing officer shall be shared equally by employee and the City. Each party, however, shall bear the cost of its own presentation.

The final appeal officer shall conduct a hearing and identify the facts in the case and shall make a final decision on the matter within thirty (30) days of the hearing. The decision of the final appeal officer shall be binding upon both parties.

16.6 Waivers/Withdrawal of Appeal

Notwithstanding any provisions in this article, any time limit or stage of procedure herein provided may be waived upon consent of both parties involved;

At any time after an appeal has been filed, an employee shall have the right to withdraw the appeal by written notification to the City Manager.

Failure of the employee to file an appeal within the period specified constitutes a waiver of appeal.

Failure of the employee to appear at the hearing shall be deemed a withdrawal of the appeal and the action of the Police Chief shall be final.

16.7 Effect of Certain Disciplinary Action Interpretive Suspension

An employee suspended from the City service shall forfeit all rights, privileges and salary, except that the employee shall not forfeit the employee's health plan, pension, long term disability, nor life insurance while on suspension.

Discharge

An employee who has been discharged from City service shall be paid salary accumulated to the effective date of termination, and any accrued compensatory time or vacation leave.

Demotion

An employee who has been demoted shall be reduced from a position in one classification to a position in a lower classification having lesser duties and responsibilities and a lower maximum rate of pay for disciplinary purposes.

Official Reprimand

An employee who has been issued an official reprimand shall be given a written notice, and a copy shall be placed in the employee's personnel file. The employee shall sign an acknowledgment that the employee has received a copy of the written notice.

16.8 Informal Corrective Counseling

1. Purpose

The effective and efficient operation of the Oakley Police Department requires employees to conform to Oakley Police Department standards. The Chief of Police believes that positive correction is often more effective than punishment. Therefore, an informal system of training and counseling has been established to assist employees in improving behavior and performance without the negative effects of lasting disciplinary measures.

The corrective counseling system is designed to give the employee an opportunity to correct behavior by clearly identifying the problem and defining a course of action to correct the problem. This informal written counseling session will remain in the officer's personnel file for the duration of the annual evaluation period. Employees may be placed into the corrective counseling system by a supervisor of the rank of sergeant or above.

2. Interview

The initial step for placement into the corrective counseling system is a meeting available information and conduct any necessary investigation. This meeting allows the employee an opportunity to present an explanation of the incident or behavior and provides the supervisor an opportunity to remind the employee of any rules, policies or procedures that were violated.

At the conclusion of the interview, the supervisor may indicate the need for corrective action, additional training, or increased supervision or the supervisor may require further investigation into the behavior.

If at any time during this process the supervisor should determine that informal corrective counseling is not appropriate and disciplinary action may be recommended the supervisor should discontinue the informal corrective counseling procedure and request further investigation be conducted by an internal affairs investigation through the chain of command.

3. Corrective Action

Each incident requires timely corrective action which directly addresses the employee's behavior problem. Appropriate corrective action can be as simple as the counseling which is provided during the meeting with an employee. Other circumstances may require more stringent monitoring of employee behavior, a more structured work environment, increased supervision, specific training, counseling programs, and medical or psychological evaluation and intervention.

4. Documentation

The supervisor will prepare an informal corrective counseling memorandum to be forwarded through the chain of command and placed into the officer's personnel file, for six (6) months. This memorandum will be addressed to the employee and it will document the issues discussed during the interview and will clearly describe the course of action to be taken to correct the unacceptable behavior.

The employee will have the opportunity to read and sign the memorandum prior to its placement into the officer's personnel file. The signing of the document by the employee is not an admission of culpability. If the employee refuses to sign the memorandum, the supervisor will note the refusal on the memo. The employee will not be ordered to sign the memo. The employee will be given the original memorandum, and a copy will be forwarded through the officer's chain of command.

The officer may prepare a separate memorandum setting forth that officer's position on the situation. This written memo shall be submitted no later than thirty (30) days after the interview and forwarded through the same chain of command as the informal corrective counseling memorandum. The officer's memo shall remain with the informal corrective counseling memo in the officer's personnel file, until they are both purged at the time of the officer's annual evaluation.

The informal corrective counseling system is designed improve an officer's behavior and performance and is not disciplinary. Placement into the informal corrective counseling system is not subject to the grievance procedure.

Section 17: GRIEVANCE PROCEDURE

17.1 Definition

A grievance is a complaint or problem, which arises from the application and/or interpretation of this Memorandum of Understanding.

17.2 Procedural Steps

Any grievance arising from the application and/or interpretation of the provisions of this MOU, wherever possible, should be considered within the Department. Use of this procedure shall not reflect unfavorably on the employee, the supervisor (s), the Police Chief or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

1. Purpose of Rules

- a. To promote full communication between the City and its employees by providing a reasonable method of resolving disputes regarding the provisions of this MOU, wages, hours and other terms and conditions of employment between the City and the employee.
- b. To assure the employee of a prompt and fair discussion of the issue involved.
- c. To provide that complaints shall be settled as near as possible to the point of origin.
- d. To encourage the prompt resolution of problems and complaints of any employee.
- e. To enable employees to make their complaints known by an orderly process.
- f. To provide that complaints shall be heard and settled informally.

2. Submission of a Complaint, Grievance or Problem

In the informal complaint procedure, the complainant may present a complaint or problem verbally or in writing. If presented verbally, the complainant may, at any stage of the process or review, submit a complaint or problem in writing. The City Manager, the Police Chief or the supervisor may, at any stage of the process or review, request that the complaint or problem be put in writing and submitted.

3. Discussion of Complaint, Grievance or Problem

Any complaint or problem arising out of employment should, wherever possible, be considered within the Department. When a complaint or problem arises, it shall be brought to the attention of the immediate supervisor by the employee involved as soon as possible. Should the employee fail to bring a complaint or problem to the attention of the supervisor within three (3) working days of the date of the action or incident causing the complaint, it shall be considered as a waiver by the employee of the employees' right to submit the complaint.

The supervisor must take action on the complaint and notify the complainant of the action or decision within three (3) working days from the date the complaint was submitted.

If the matter is one which can be adjusted by the immediate supervisor to the satisfaction of the employee, this shall terminate the complaint.

If the matter cannot be adjusted or settled by the immediate supervisor within three (3) working days from the date of submission, or if the complainant is still dissatisfied after the decision of the immediate supervisor, the employee may submit a complaint to the Police Chief. The complaint must be submitted to the Police Chief within three (3) working days from the date of the supervisor's decision or the complaint shall be terminated.

The Police Chief shall confer with the complainant, the supervisor and such other persons as may be necessary to gather all the facts and to find a solution. The Chief must take action and notify the complainant of the action or decision within five (5) working days from the date the complaint was submitted.

4. City Manager Review of Complaint, Grievance or Problem

If the complainant is not satisfied after informal discussions and the Police Chief's decision, the complainant may, within ten (10) calendar days of the date of the Police Chief's decision, request in writing a meeting with the City Manager. Failure of the complainant to make such a request within the ten (10) day period shall terminate the complaint.

Upon receiving the written request, the City Manager shall within seven (7) calendar days, discuss the complaint or problem with the complainant, the complainant's representative, if any, and all principals involved for the purpose of resolving the complaint or problem.

The City Manager may make or cause to be made any inquiry, investigation or compilation of facts deemed necessary to assist in reaching a decision. The City Manager shall render a decision in writing to the complainant with a copy to the Police Chief within fourteen (14) calendar days of the date the complainant's written request was received. The decision of the City Manager shall be final.

Section 18: SAFETY

18.1 Safety Committee Appointment

The Police Department may appoint one (1) employee representative to the City Safety Committee.

18.2 Injury and Illness Prevention Program

The City will provide a comprehensive Injury and Illness Prevention Program (IIPP) which is designed to prevent workplace accidents, injuries and illnesses.

Section 19: PROMOTIONAL GUIDELINES FOR SERGEANTS

1. Human Resources will provide notification of the promotional opportunity at least fifteen (15) days in advance of the closing date for the filing of an application.
2. A promotional memo will be prepared outlining the application process, basic job duties and testing process.

3. To be eligible for a promotion, an employee must have five (5) years prior law enforcement experience, or three (3) years served at Oakley PD, or prior experience as a sergeant or above.
4. All applicants must have completed their probation period prior to submitting an application.
5. Applicants who receive a cumulative score of seventy percent (70%) or higher on the written exam will continue to the panel portion of the selection process.
6. The top five (5) candidates as determined by the panel on the forced ranking sheet will be placed on the eligibility list in alphabetical order and will be given to the Police Chief for consideration.
7. The Police Chief shall have the right to select from any of the top five (5) eligible candidates on the list or from any of the eligible candidates on an eligibility list containing less than five (5) candidates.
8. The list will remain in effect for a period of twelve (12) months.
9. If the eligibility list is exhausted prior to the twelve (12) month period, a new promotional list will be prepared based on the guidelines outlined above.

Section 20: CITY'S EXISTING PERSONNEL POLICIES MANUAL

Reference and guidance for action on any other matters of Department policy not included in this MOU, can be found in the City's Personnel Manual adopted April 25, 2017, or any superseding Personnel Manual in effect.

If an item is covered by both the Personnel Manual and this MOU, the MOU will supersede the Personnel Manual.

Section 21: SEPARABILITY AND SAVINGS

If any provision of this MOU is invalidated by any state or federal legislative or administrative enactment or by a court of law all remaining provisions shall continue in full force and effect for the remainder of this MOU. The parties shall meet and confer within a reasonable timeframe following the invalidation of any provision of this MOU in an effort to negotiate a replacement provision.

Section 22: DURATION OF THE AGREEMENT

This MOU shall continue in full force and effect from July 1, 2022 to and including June 30, 2027. City and Association agree that any provision of this MOU may be modified during this time frame, but only by mutual, written agreement.

City of Oakley

DocuSigned by:

Josh McMurray

05/16/2022

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Joshua McMurray, City Manager

Date

Oakley Police Officers' Association

DocuSigned by:

Tyler Radcliffe

5/16/2022

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Tyler Radcliffe, President

Date

DocuSigned by:

Jack Hughes

5/17/2022

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Jack Hughes, Liebert, Cassidy, Whitmore

Date

DocuSigned by:

Timothy K Talbot

5/16/2022

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Timothy K. Talbot, Rains Lucia Stern

Date

Oakley Police Officers Association

Salary Schedule

Effective First Full Pay Period in July of 2022

| Position | Frequency | STEP AA | Step A | Step B | Step C | Step D | Step E | Step F |
|------------------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Police Officer | Hourly | \$ 48.23 | \$ 50.64 | \$ 53.17 | \$ 55.83 | \$ 58.62 | \$ 61.55 | \$ 64.63 |
| | Per Pay Period | \$ 3,858.13 | \$ 4,051.04 | \$ 4,253.59 | \$ 4,466.27 | \$ 4,689.59 | \$ 4,924.06 | \$ 5,170.27 |
| | Monthly | \$ 8,359.29 | \$ 8,777.25 | \$ 9,216.12 | \$ 9,676.92 | \$ 10,160.77 | \$ 10,668.81 | \$ 11,202.25 |
| | Annually | \$ 100,311.47 | \$ 105,327.04 | \$ 110,593.39 | \$ 116,123.06 | \$ 121,929.21 | \$ 128,025.68 | \$ 134,426.96 |
| Police Sergeant | Hourly | | \$ 60.64 | \$ 63.67 | \$ 66.86 | \$ 70.20 | \$ 73.71 | \$ 77.39 |
| | Per Pay Period | | \$ 4,851.28 | \$ 5,093.84 | \$ 5,348.54 | \$ 5,615.96 | \$ 5,896.76 | \$ 6,191.60 |
| | Monthly | | \$ 10,511.11 | \$ 11,036.66 | \$ 11,588.50 | \$ 12,167.92 | \$ 12,776.32 | \$ 13,415.13 |
| | Annually | | \$ 126,133.28 | \$ 132,439.94 | \$ 139,061.94 | \$ 146,015.04 | \$ 153,315.79 | \$ 160,981.58 |