

SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLEY POLICE OFFICERS ASSOCIATION AND THE CITY OF OAKLEY

This Side Letter of Agreement is entered into by and between the Oakley Police Officers Association and the City of Oakley effective July 1, 2022. The items listed in this Agreement shall supersede any provisions included in the current Memorandum of Understanding (MOU). The parties agree to the following Terms and Conditions:

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.

0 to 36 months of service:	80 hours per year (3.08 per pay period)
36 to 72 months of service:	120 hours per year (4.62 per pay period)
72 to 168 months of service:	160 hours per year (6.15 per pay period)
168 or more months of service:	200 hours per year (7.69 per pay period)

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:

0 to 36 months of service:	200 hours maximum
36 to 72 months of service:	300 hours maximum
72 to 168 months of service:	400 hours maximum
168 or more months of service:	500 hours maximum

Maximum Accrual Buy Back

Any hours accrued above the maximum as of the paycheck that includes December 1st of each year will be paid to the employee on the second paycheck in December.

12.2 Bereavement Leave

The City shall grant leaves of absence with pay when a member of the employee's or employee's spouse or domestic partner's immediate family dies. "Immediate family" is defined in the "Definitions" section of this MOU. The City, in its discretion, may request documentation of the death of the family member. If requested, the employee shall provide documentation of the death within 30 days of the first day of leave. Examples of such documentation include a death certificate, published obituary, or written verification of death, burial, or memorial services from a religious institution, a governmental agency, or a funeral home or similar entity.

Upon the death of a family member, an employee may take up to five days of bereavement leave. The days need not be consecutive but must be completed within three months of the date of death. Up to three (3) working days of leave shall be with pay if the death occurred within the State of California, and up to five (5) days if the death is outside of the State.

Additional time off in excess of the time stated above, may be taken by an employee with prior approval of the Police Chief. Additional time off is not paid and the employee must use accruals to account for the time off. Sick leave may be used to supplement bereavement leave. If the employee does not have accrual hours to utilize, the employee must request a Leave Without Pay in accordance with Section 24.1 of the Personnel Rules to extend bereavement leave beyond five days.

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-two dollars (\$252) per week (7 days). A partial week on stand-by status shall be prorated at thirty-six dollars (\$36) per day.
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.

City of Oakley

Oakley Police Officers' Association

DocuSigned by:

Joshua McMurray

3/2/2023

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Joshua McMurray, City Manager

Date

DocuSigned by:

Tyler Radcliffe

3/2/2023

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Tyler Radcliffe, President

Date

RESOLUTION NO. 28-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A SIDE LETTER TO THE OAKLEY POLICE OFFICERS ASSOCIATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the Oakley Police Officers Association (OPOA) and the City have a memorandum of understanding (MOU) that was approved at the May 24, 2022 council meeting, and

WHEREAS, several updates were made to the City of Oakley Personnel Rules, and

WHEREAS, in order to provide consistent language between the Personnel Rules and the MOU with OPOA several language updates are recommended, and

WHEREAS, in addition to language changes, one slight modification to standby benefit is requested to make payroll more efficient, and

WHEREAS, it is agreed that updating language will allow for a consistent understanding of the intent of the language, and

WHEREAS, City Staff, Police Management and the OPOA board have discussed this side letter, and all agree it is the best interest of all parties involved,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley hereby approves the following:

The Side Letter to the Memorandum of Understanding for the Oakley Police Officers Association attached as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Oakley this 28th day of February 2023 by the following vote:

AYES: Fuller, Henderson, Meadows, Shaw, Williams

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:



Aaron Meadows, Mayor

ATTEST:



Libby Vreonis, City Clerk

2/28/23

Date