

## LETTER OF UNDERSTANDING

August \_\_\_, 2009

**This Letter of Understanding (“Agreement”) is entered into by and between the Oakland Police Officers’ Association (“OPOA”) and the City of Oakland (“City”).**

1. OPOA is the exclusive bargaining representative for sworn employee members of the Oakland Police Department and has entered into a Memorandum of Understanding (“MOU”) with the City.
2. Effective January 1, 2009, pursuant to the Arbitration Award (“Award”), OPOA members accrue vacation annually in accordance with Article VI, section A (Vacation Leave) of the MOU. The City does not advance vacation leave to OPOA members at the beginning of the calendar year.
3. In consideration of the extension of the MOU to June 30, 2013, the City agrees to advance to OPOA members the annual amount of vacation leave set forth in Article VI, section A(1) of the MOU. Beginning January 1, 2010 and each calendar year thereafter, the City shall advance members vacation leave for the amount to be earned in that calendar year.
4. The advanced vacation leave shall be contingent upon the City’s receipt from each member of a signed Vacation Repayment Agreement. Nothing in this Agreement changes the rate at which an employee shall accrue vacation.
5. Any member who fails to sign or does not agree to the Repayment Agreement shall not be advanced vacation leave.
6. Should a person retire or separate from the Department during a calendar year and that person has used more vacation than they would have accrued under Section A(1) of the MOU, then the City shall be entitled to recoup the difference between the amount actually taken and the amount accrued.
7. The Vacation Leave Repayment Agreement, attached hereto, authorizes the City to deduct overpaid vacation benefits (e.g., the value of used but unaccrued vacation leave) from the member’s final payments at the time of retirement, separation or termination from employment.
8. The OPOA will cooperate in the defense of this Agreement in the event any party or entity initiates any administrative or legal action in any forum challenging or seeking to void this Agreement. In addition, the OPOA agrees that should a member refuse to sign an individual agreement as set forth above, it will not support any grievance or legal action seeking advance payment of vacation by such member.

9. Should any court of competent jurisdiction rule that the Vacation Leave Repayment Agreement is ineffective or otherwise impermissible, this Letter of Understanding shall terminate and parties shall revert to the status quo effective January 1 of the following calendar year.

10. The terms of the Agreement shall be effective \_\_\_\_ and shall terminate on \_\_\_\_\_.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

For Oakland POA:

For City of Oakland:

\_\_\_\_\_

\_\_\_\_\_

**VACATION LEAVE REPAYMENT AGREEMENT AND  
AUTHORIZATION FOR PAYROLL DEDUCTION**

**City of Oakland & Oakland Police Officers' Association**

On [DATE], the City and OPOA entered into a Letter of Understanding to advance vacation leave to OPOA members for the 2010 calendar year and each year thereafter.

As part of this Agreement, I, \_\_\_\_\_ understand that in exchange for the advancement of vacation hours, I agree that the City may deduct from my final paycheck or other payments made upon separation, termination or retirement, the difference between the amount of vacation actually taken and the amount that would have accrued under Article VI, section A of the MOU provided:

1. The repayment will be calculated based on the hourly rate at the time of separation including any applicable premium rate of pay and/or self-improvement pay; and
2. The deduction will not exceed the value of the vacation time advanced on January 1 of the year in which the employee leaves; and
3. After making the deduction, the employee still receives no less than the minimum wage for all hours worked in the final pay period.

Upon separation from employment, if the amount owed exceeds the authorized deduction, employee agrees to repay the cash value of the leave advanced minus the leave the accrued under Article VI, section A of the MOU by remitting a check payable to the City of Oakland for the remaining unpaid balance, no later than ten (10) business days from the date of separation.

Note: For members retiring during the calendar year, any advance will be deducted from your final compensation.

Dated \_\_\_\_\_

\_\_\_\_\_  
OPOA Member

\_\_\_\_\_  
OPD Supervisor