

City of Oakland and OPOA and OPMA
Tentative Agreement MOU Extension

Purpose: The parties acknowledge the significant investment in hiring, training and retaining highly qualified police officers. The purpose of this tentative agreement is to protect that investment by providing incentives and stability for members of the OPOA and OPMA to have fulfilling careers serving Oakland residents.

1. Term (OPOA & OPMA)

Current MOU expires June 30, 2024
Proposed: Expires June 30, 2026

2. Wage increases (OPOA & OPMA)

Under the current MOU, three and a half percent wage increases are scheduled for the first full pay period of July 2022 and the first full pay period of July 2023. These increases are accounted for in the City's budget. The tentative agreement extends the MOU two additional years with three percent wage increases effective the first full pay periods of July 2024 and July 2025 respectively.

3. Longevity (OPOA & OPMA)

Article III. H. 5. Longevity Premium Pay

At the beginning of each fiscal year during the term of this Memorandum, eligible represented employees shall receive longevity premium pay in accordance with the rates enumerated below:

	PERS	P&F
a. 4 through 6 years of service	<u>\$2,550</u>	
b. 7 through 9 years of service	\$2,550 <u>\$5,200</u>	
c. 10 through 14 years of service	\$2,950 <u>\$5,600</u>	
d. 15 through 19 years of service	\$3,350 <u>\$6,000</u>	
e. 20 or more years of service	\$3,750 <u>\$6,400</u>	\$1,168.30

Payment shall be in a lump sum, included and paid at the same time as the uniform allowance, and added to the second payroll in July each year. Payments to be reported to CalPERS when earned to conform to CalPERS Regulations. Eligibility for receipt of special premium pay under this provision shall be determined as of the beginning of each fiscal year.

4. Recruitment Incentives (OPOA & OPMA)

A serving member that completes the Oakland Police Department "Mentorship Training" and successfully recruits a new Police Officer Trainee and mentors them may apply and is eligible to receive, a five thousand dollar (\$5,000) one-time incentive. Such incentive shall be paid in two installments: (1) two thousand five hundred dollars (\$2,500) upon the recruit successfully completing the Oakland Police Academy, and (2) two thousand five hundred dollars (\$2,500) upon the recruit successfully completing the Field Training Program.

This incentive is subject to verification by the Training Commander (Lieutenant of Police), which includes the referring Officer's serial number on the initial job application and evidence of a mentor relationship as determined by the Chief of Police or his/her/their designee.

Excluded from this incentive are members assigned to Recruitment, Training and Background Units.

5. Crisis Intervention Team Incentive (C.I.T. Incentive)

H. Premium Pay

4. Other Premium Assignment Pay

7. Crisis Intervention Behavioral Health Training (CIT)/Hazard Duty Pay Incentive (new section)

To be eligible for this premium, members must possess an official certificate for Crisis Intervention and Behavioral Health Training from an agreed upon course of instruction and be in the rank of Police Officer, Sergeant, or Lieutenant of Police.

Upon authorization of the Chief of Police or his/her designee, qualified unit members shall receive the following:

- a. Starting the first full pay period of January 2023, a two percent (2%) premium.
- b. Starting the first full pay period of July 2023, an additional two percent (2%) premium, totaling four percent (4%).
- c. Starting the first full pay period of January 2024, an additional one percent premium, totaling five percent (5%).

6. Holidays (OPOA & OPMA)

- Add Juneteenth (June 19th) as paid holiday
- Reinstate Admission's Day and remove Lincoln's Day

7. NOID

Discipline and notice of disciplinary action shall be served on members in person by a member holding the rank of Captain or higher. That Captain should be able to personally meet with and explain to the member the details of why the discipline is being imposed on him/her/them.

8. OPMA leave benefit

One-time non-precedential five (5) days of Extra Vacation Leave will be awarded on two occasions: July 2022 and July 2023.

9. Re-employment After Resignation (OPOA & OPMA)

Civil Service Rule 5.11 stated in the MOU:

Any member who has resigned from service in good standing shall, upon written request, be considered for re-employment to a position in the same or similar class in the competitive civil service, within two (2) years of the date of such separations (Civil Service Rule 5.11).

10. Length of Service Repayments due (OPOA) (Appendix B)

Police Officer Trainee Training Costs. The parties recognize that in the past a substantial number of persons have accepted the benefit of training at the Oakland Police Academy and then have voluntarily separated from service to join other safety agencies or have decided for personal reasons that police work is not their preference. The purpose of this provision is to ensure that the recruit either accepts a commitment of service to the City or is responsible for costs associated with Academy training.

Thus the parties agree that any member who, prior to completing five years of service, voluntarily separates from service with the department shall be responsible for reimbursing the City, on a full or prorata basis, for up to ~~\$20,000~~ ~~\$11,000~~ of the cost of his/her training at the Police Academy. To the extent this amount exceeds the maximum that may be legally, recovered, the City shall be entitled to recover only the maximum allowable under the law. A schedule of the members' reimbursement responsibility is set forth as follows:

Length of Service - Percentage of Repayment Due:

Separation prior to 1 year: 100% repayment of the ~~\$11,000~~ \$20,000 or maximum permitted by law, whichever is higher;

Separation after 1 year, but before completing the second year: 80% repayment of the ~~\$11,000~~ \$20,000 or maximum permitted by law, whichever is higher;

Separation after 2 years, but before completing the third year: 60% repayment of the ~~\$11,000~~ \$20,000 or maximum permitted by law, whichever is higher;

Separation after 3 years, but before completing the fourth year: 40% repayment of the ~~\$11,000~~ \$20,000 or maximum permitted by law, whichever is higher;

Separation after 4 years, but before completing the fifth year: 20% repayment of the ~~\$11,000~~ \$20,000 or maximum permitted by law, whichever is higher.

Separation after 5 years: 0% repayment.

Repayment shall be due and payable at the time of separation and the City shall deduct any amounts owed under this provision from the employee's final paycheck. If said deduction does not fully reimburse the City for outstanding costs, the balance shall thereupon be due and owing.

A member shall not be deemed to have voluntarily separated under this provision if the member can demonstrate that at the time of separation a personal emergency or other extreme facts requiring an absence from service which could not be reasonably accommodated by either a leave of absence or a request for re-employment upon cessation of the emergency or extreme facts. A demonstrated health problem of a member or of a person in the member's immediate family is an example of such an emergency.

11. Constructive Receipt (OPOA & OPMA)

Article IV – Leaves and Holidays

Section A. 4. Buy-back

Employees may sell back to the City up to one hundred twenty (120) hours of accrued vacation leave each calendar year provided that:

- d. The employee has taken at least forty (40) hours of vacation leave during the preceding calendar year;
- e. The employee's remaining balance, after buy-back has occurred, is at least one (1) year's accrual at the accrual rate applicable at the time of buy-back.
- f. Unit members who wish to sell back vacation must file an irrevocable election identifying the number of Vacation Leave hours they will sell back in December of the tax year preceding the sell back. The election will apply only to Vacation Leave hours accrued in the following tax year.
- g. Employees who do not pre-designate a buy-back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that year.
- h. In the event of financial hardship, an employee may, at any time, sell back unused Vacation Leave, even if they have not filed a timely irrevocable election. Financial hardship will be determined in accordance with nondiscriminatory and objective standards and is defined as a situation where (1) the sellback is needed to address an immediate and heavy financial need, and (2) the sellback is limited to the amount necessary to satisfy that financial need. Financial hardship includes, but is not limited to: medical or other expenses related to the illness, injury or death of the employee or the employee's immediate family; loss of the employee's property due to casualty, or repair expenses for damage to the employee's principal residence; or payments necessary to prevent eviction of the employee from the employee's principal residence or foreclosure of the mortgage of that residence. The sell-back shall be limited to the amount necessary to meet the financial hardship, including any amounts necessary to pay federal, state, or local income taxes reasonably anticipated to result from the sell-back. However, the total amount of Vacation Leave sold back (including both pre-election and hardship withdrawal) shall not exceed one-hundred and twenty (120) hours per year.

To sell back unused Vacation Leave in the event of financial hardship, the employee must provide a signed affidavit describing the type of hardship and the amount of the requested sell-back. The employee shall not be required to produce financial or other private information to support the affidavit. The City shall develop a form which shall be used and which will contain the following statement: "I declare under penalty of perjury of the laws of the state of California that the foregoing is true and correct and that the amount of Vacation Leave I am requesting to sell-back is limited to the amount necessary to meet the financial hardship, including any amounts necessary to pay federal, state, or local income taxes reasonably anticipated to result from the sell-back. By signing below, I accept full liability for all tax or other financial consequences in the event that a taxing authority later finds any of the information provided in this affidavit to be inaccurate."

12. Eligible lists (OPOA)

Attachment 3, Section 9: Extend from 12 months to 18 months.

9. Duration of Eligibility Lists. Eligibility lists established by promotional examinations shall be in effect for a period of eighteen (18) months. The list may be extended as defined in Section B. 1.

13. Ratification (OPOA & OPMA)

This agreement is subject to ratification of the OPOA and OPMA membership and the City Council in open session. Upon approval by both Parties, an amended MOU will be prepared incorporating the terms set forth herein.

14. Exclusive Application /Non-Waiver.

The Parties acknowledge that there was no formal reopener of the existing MOU in arriving at this Agreement, however, informal dialogue occurred over shared concerns relating to the current staffing crisis facing the Department. Unless specifically referenced and/or modified herein, the provisions of the current MOU will remain in effect for the duration of the modified MOU.

FOR THE CITY OF OAKLAND:



Edward D. Reiskin, City Administrator




Ian Appleyard, Human Resources Director



Date

FOR THE OAKLAND POLICE OFFICERS'
ASSOCIATION



Barry Donelan, President



Rockne Lucia, Chief Negotiator



Date

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Handwritten signature

17. 12. 2002

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