

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:

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. If an employee is on leave for any reason and unable to return to full duty within 30 days of the start of the new shift, they will not be eligible to bid for a shift. The employee must provide a doctors' release to full duty, without conditions within the 30 day period, after the start of the new shift.
4. 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.
5. 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.
6. 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.

City of Oakley

Oakley Police Officers' Association

DocuSigned by:

Josh McMurray


6/28/2022

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Joshua McMurray, City Manager

Date

DocuSigned by:



6/28/2022

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Tyler Radcliffe, President

Date