

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:

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 beyond 40 hours or the equivalent of 5 regular workdays, whichever is greater, in a calendar year 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.

11.8 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.

- If an employee separates from employment and subsequently rehired within one year from the date of separation, previously accrued and unused sick leave shall be reinstated subject to the accrual and use limits of this policy. Unused sick leave accruals for which the employee received a cash payment shall not be reinstated.

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.

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

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.

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.

12.5 Reproductive Loss Leave

In accordance with SB 848, Government code 12945.7, the city shall provide Reproductive loss leave, which is unpaid leave, to eligible employees. The City shall grant leaves of absence without pay when an employee experiences a Reproductive Loss event.

A "Reproductive Loss Event" is defined as a day or for a multiple- day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. "Assisted reproduction does not include any pregnancy achieved through sexual intercourse."

Upon a reproductive loss event, an employee may take up to five (5) days of unpaid leave. The days may be intermittent but must be completed within three months of the reproductive loss event. Employees may choose to use other types of leave entitlement for which the reproductive loss event qualifies under state or federal law. In such a case, the reproductive loss leave must be completed within three months after the end date of the other type of leave.

In the event more than one reproductive loss event occurs in a 12-month period, the City is only obligated to provide up to 20 unpaid days within a 12-month period pursuant to the terms of the law.

Reproductive loss leave shall be unpaid, but the employee may use vacation, accrued and available sick leave, or compensatory time off to receive pay during the leave.

City of Oakley

Oakley Police Officers' Association

DocuSigned by:

Joshua McMurray

1/16/2024

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Joshua McMurray, City Manager

Date

DocuSigned by:

Tyler Radcliffe

1/22/2024

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Tyler Radcliffe, President

Date

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Oakley Police Officers' Association

Joshua McMurray, City Manager

Date

Tyler Radcliffe, President

Date