

**CITY OF OAKLAND
AND
OPOA - OPMA
TENTATIVE AGREEMENTS**



2015 NEGOTIATIONS

EMPLOYEE RELATIONS BRIEFING NOVEMBER 2015

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GROUND RULES FOR 2015 SUCCESSOR CONTRACT NEGOTIATIONS

**THE OAKLAND POLICE OFFICERS ASSOCIATION
AND
THE CITY OF OAKLAND**

These ground rules apply to the Oakland Police Officers Association (OPOA) and the City of Oakland, for the negotiations with the Oakland Police Officers Association and Oakland Police Management Association bargaining units.

1. **Bargaining in Good Faith**

The Oakland Police Officers Association and the City of Oakland negotiating teams enter into successor negotiations with the intention of reaching mutual and full agreement by the expiration of the agreement.

2. **Confidentiality**

The Oakland Police Officers Association and the City of Oakland negotiating team members have agreed that negotiations are strictly confidential and will only be shared with each party's respective principals on a need to know basis. Both parties acknowledge the requirement OPOA and the City have to report to their principals the status of negotiations.

3. **Chief Spokesperson**

The Oakland Police Officers Association and the City of Oakland agree to negotiate in good faith through each respective party's Chief Spokesperson. The City agrees to negotiate only through the OPOA's Chief Spokesperson, Rockne Lucia. The OPOA agrees to negotiate only through the City's Chief Spokesperson, Renée Mayne. Any statement of an individual team member shall not constitute a proposal, counter proposal, or rejection of a proposal unless affirmed by the Chief Spokesperson.

4. **Correspondence**

All correspondence between the Oakland Police Officers Association and the City of Oakland regarding these negotiations will be addressed to the OPOA and City Chief Spokespersons.

5. **Requests for Information**

Both the Oakland Police Officers Association and the City of Oakland Chief Spokespersons shall request information in writing; email is acceptable for this purpose. If the information is not available, or the request cannot be reasonably accommodated, the parties will discuss the alternatives.

Proposed by the City of Oakland

Ground Rules

Oakland Police Officers Association and City of Oakland

March 5, 2015

Page 2

6. Scheduling and Preparing for Sessions

Negotiations shall occur on the following dates: March 5, March 26, April 2, April 9, April 16, April 30, May 7, May 14, May 21, May 28, June 4, and June 11, 2015. Additional or alternative sessions may be mutually agreed upon in order to conclude bargaining by the timeframe required by the expiration of the agreement, June 30, 2015.

7. Agenda

The Oakland Police Officers Association and the City of Oakland will discuss and arrange an agenda for each session, ideally no later than the end of the previous meeting; however there will be flexibility to modify the agenda as necessary as agreed to by the parties. The parties shall prepare adequately for discussions on all mutually agreed upon issues on the agenda for each meeting to maximize the efficiency of bargaining.

8. Caucus and Breaks

The Oakland Police Officers Association and the City of Oakland may each call for a caucus at any point in negotiations. The party calling for a caucus shall give the other an estimated time of return. If the estimated time of return changes during the course of the caucus, the caucusing party shall so inform its counterpart as a matter of courtesy. The party calling the caucus will inform the other team if the caucus extends past 90 minutes.

9. Record Keeping

The Oakland Police Officers Association and the City of Oakland will be responsible for keeping their own bargaining notes for negotiations. Neither mechanical nor electronic recording devices will be used during the negotiations.

10. Deadline for New Proposals

The Oakland Police Officers Association and the City of Oakland agree that the deadline for new proposals will be on May 14, 2015. No new proposals will be accepted after that meeting unless mutually agreed to by the other party.

11. Proposal and Counter Proposals and Tentative Agreements

All proposals and counter proposals shall be dated and in writing. Each party shall bring sufficient copies of proposals, counter proposals or tentative agreements for members of both teams. The parties agree to provide electronic copies of proposals and counter proposals on request. All tentative agreements shall be in writing, dated and signed by the Chief Spokespersons. When a final and full Tentative Agreement is reached, both parties will recommend approval to their respective principals. Final approval of the tentative contract is subject to ratification by the Oakland Police Officers Association membership and adoption by the City Council.

Proposed by the City of Oakland

Ground Rules

Oakland Police Officers Association and City of Oakland

March 5, 2015

Page 3

12. Public Release of Agreement

Before a Final Agreement is released to the public, the Final Agreement shall be ratified by the Oakland Police Officers Association membership and placed on the City Council agenda for approval in open session.

13. Confidentiality and Impasse

The Oakland Police Officers Association and City of Oakland negotiating teams agree that prior to a formal declaration of impasse both parties shall keep all meet-and-confer sessions confidential.

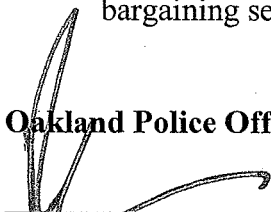
14. Impasse Procedures

The City Charter Section 910 *Arbitration for Uniformed Members of the Police and Fire Departments* shall govern the impasse procedures.

15. OPOA Team Member Compensation

No employee who is a member of the Oakland Police Officers bargaining team will be paid if they bargain on a non-work day. In addition, it is understood that no employee will be paid overtime for bargaining. It is understood that an employee who works a swing or night shift who is on the bargaining team will be released from their shift immediately preceding or following the scheduled bargaining session, as determined by management.

Oakland Police Officers Association:

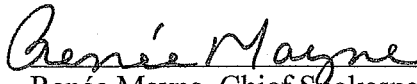


Rockne Lucia, Chief Spokesperson

Date: _____

4/9/15

City of Oakland:



Renée Mayne, Chief Spokesperson,
Director of Employee Relations

Date: _____

April 9, 2015

Passed from OPOA
4-29-2015

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 4A

Tendered to the City 29 June 2015

Issue: ARTICLE II Section B – Scheduling

POA Related Proposals: 4

City Related Proposals: _____

Tentative Agreement: Renée M. 10-30-2015

PROPOSAL:

ARTICLE II MANAGEMENT RIGHTS

B. Scheduling

Except for employees assigned to positions with flexible work schedules or power squads the City shall notify the affected members at least fourteen (14) ~~fourteen~~ twenty-one (21) calendar, days prior to implementation of any change to an employee's regular schedule.

**TENTATIVE AGREEMENT
OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

CITY Proposal # 17

Tendered to the City 14 May 2015

Issue: ARTICLE II MANAGEMENT RIGHTS, Section B Scheduling, 1 Non-Patrol Officers

POA Related Proposals: 19

City Related Proposals: _____

Tentative Agreement: _____

PROPOSAL:

Handwritten notes:
A circle with "1A" inside.
A circle with "2" inside.
Date: 10/30/15
Text: RM 10-30-2015

B. Scheduling

1. Non-Patrol Officers

a. The Department may change the schedules of employees assigned to positions with existing flexible work schedules (e.g. PSOs, CRT).

b. For employees assigned to CID, the City has discretion to flex start times on regularly scheduled days. ~~Days off may be changed in accordance with existing Department rotations and assignment policies (e.g., "probable cause weekend").~~ Regularly scheduled days off may be changed at the time of the patrol draw.

c. Three times per year, the City may "flex" schedules of non-patrol officers by advancing the start and end times by three (3) hours for a period of not less than fourteen (14) days and not more than sixty (60) days. However, no officer shall be flexed for more than one-hundred and twenty (120) days per year.

(i) Flex Premium. Non-Patrol Officers whose shift is flexed as stated above shall receive a five percent (5%) premium to their base pay for their entire shift during the flex period.

(ii) Shift Differential. Shift differential and other premium pays shall continue to be paid to eligible non-patrol Officers whose shift is flexed as stated above.

(iii) Notice. The City shall notify the affected members at least fourteen (14) calendar days prior to the effective date.

Received from
OPOA 4-2-2015
2:05 PM

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal #

19

Tendered to the City

4/2/15
RQ

Issue: ARTICLE II Section B 1. (b) – Non-Patrol Officers (CID)

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement:

6/11/15 6-11-2015
C

PROPOSAL:

ARTICLE II Section B 1.

Non-Patrol Officers

- a. The Department may change the schedules of employees assigned to positions with existing flexible work schedules (e.g. PSOs, CRT).
- b. For employees assigned to CID, the City has discretion to flex start times on regularly scheduled days. ~~Days off may be changed in accordance with existing Department rotations and assignment policies (e.g., "probable cause weekend").~~ Regularly scheduled days off may be changed at the time of the patrol draw.

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 7

Tendered to the City 3/20/15 *Qm*

Issue: ARTICLE II Section D – Labor Management Committee Regarding Rest Periods

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: 5-21-2015 *Qm*

PROPOSAL: *Qm*

~~D: Labor Management Committee Regarding Rest Periods~~

~~Within thirty (30) days of the adoption of this Agreement, the parties will establish a labor management committee to develop plans to insure sufficient rest between work assignments for officers working patrol, taking into account court, administrative, or other duties required by lawful process, with the objective of an eight (8) hour rest being guaranteed, and utilizing either schedule flexing/shifting, or other means mutually agreeable to individual officers and the Department. Arbitrator Barry Winograd has expressly retained jurisdiction over this issue. If the Committee does not develop a policy within sixty (60) days of its establishment, the issue will be submitted to the Arbitrator for final determination.~~

A member who is involuntarily held over beyond his / her regular shift, or is called back to work, is entitled to a guaranteed an eight (8) hour consecutive rest period prior to the commencement of his / her next duty assignment. The member shall advise his / her supervisor of the need for the rest period.

**TENTATIVE AGREEMENT
OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # _____

Tendered to the City 13 Oct 2015

Issue: Article III – Direct Pay for Service, A. Salary

POA Related Proposals: 32

City Related Proposals: 39

Tentative Agreement: _____

PROPOSAL:

A. Salary

10/30/15
Renée Mayne 10-30-2015

~~Effective July 1, 2006, the base salary for represented employees shall be increased by two percent (2%).~~
~~Effective January 1, 2007, the base salary for represented employees shall be increased by two percent (2%).~~
~~Effective July 1, 2007, the base salary for represented employees shall be increased by four percent (4%).~~
~~Effective July 5, 2008, the base salary for represented employees shall be increased by four percent (4%).~~
~~Effective July 1, 2014, the base salary for represented employees shall be increased by two percent (2%).~~
~~Effective January 1, 2015, the base salary for represented employees shall be increased by two percent (2%).~~

Effective July 1, 2015, the base salary for represented employees shall be increased by four percent (4%).
Effective January 1, 2016, in recognition of an agreed upon equity adjustment, the base salary for represented employees shall be increased by two and a half percent (2.5%).
Effective January 1, 2017, in recognition of an agreed upon equity adjustment, the base salary for represented employees shall be increased by one percent (1%).
Effective May 1, 2017, the base salary for represented employees shall be increased by four percent (4%).
Effective January 1, 2018, the base salary for represented employees shall be increased by two and a half percent (2.5%).

Effective January 1, 2018, in recognition of an agreed upon equity adjustment, the base salary for represented employees shall be increased by one percent (1%).

Effective July 1, 2018, in recognition of an agreed upon equity adjustment, the base salary for represented employees shall be increased by two percent (2%).

Effective January 1, 2019, the base salary for represented employees shall be increased by two and a half percent (2.5%).

Rm

Passed from OPOA 6-22-2015

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 34A

Tendered to the City 6/22/15 RM

Issue: Article III Section H 1. - Acting Pay

POA Related Proposals: 34

City Related Proposals: City Counter to OPOA #34

Tentative Agreement 8/14/15

PROPOSAL:

ARTICLE III DIRECT PAY FOR SERVICE

H. Premium Pay

1. Acting Pay

Any employee who has been assigned, in writing, by an authorized City official, and who, pursuant to such assignment, assumes and performs all of the ordinary day to-day duties and responsibilities of a position of higher classification other than his/her own for one (1) work day shall be paid the salary of that higher classification for such higher classification time worked. ~~Lieutenants acting as Captains in patrol positions shall not be entitled to Acting Pay. Lieutenants acting as Captains in non-patrol positions may receive acting pay in the discretion of the Chief of Police. Lieutenants acting as Captains shall not be eligible to receive overtime pay except at the Lieutenant overtime rate of pay, except as provided by Article III, D of the Oakland Police Management MOU (effective July 1, 2006-June 30, 2010).~~ RM 8-14-2015

(Note: This proposal is conditioned on resolution of the outstanding grievance impacting as few as two members)

RM 8-14-2015
in non-patrol positions

City Counter proposal dated 8-14-2015 RM

CITY OF OAKLAND PACKAGE SETTLEMENT WITH OAKLAND POLICE OFFICERS ASSOCIATION

OCTOBER 13, 2015 3:00 pm

1. **Wages** – City agree with OPOA final offer:

Tentative Agreement

	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019
Salary Increases	4% July 1, 2015	4% May 1, 2017	2.5% January 1, 2018	2.5% January 1, 2019
Equity Adjustments	2.5% January 1, 2016	1% January 1, 2017	1% January 1, 2018	2% July 1, 2018
Total Wage and Equity Adjustments	6.5%	5%	3.5%	4.5%
Additional PERS Contributions	2% January 1, 2016	1% January 1, 2017	0%	0%
	19.5%			

2. **Health Care** – City will sign a tentative agreement on OPOA October 8, 2015 counter proposal regarding reopener: A. Reopener in years 3 and 4, and B. Reopener must be exercised between January 1 and March 1.

3. **Appendix B Training Recoupment** – OPOA will sign tentative agreement on City's October 8, 2015 proposal.

4. **Vacation** – OPOA withdraws proposal No. 28 dated May 14, 2015.

5. **Retiree Medical** – City will sign a tentative agreement on OPOA proposal No. 12.

6. **Parking** – City counter proposes to continue good faith discussions with OPOA regarding the City taking over the OPOA lease on the CalTrans owned parking lot near the Oakland Police Administration Building, and that the outcome of these talks not be subject to arbitration.

7. **Radio Room and Standby** – The City agrees to limit involuntary, compulsory standby to fourteen (14) full days per year for officers not assigned to the Criminal Investigation Division and Internal Affairs. This offer is in exchange for reassigning the four (4) positions held by sergeants in the Radio Room, to civilian supervisors.

8. Dental Plan:

A. City Claim - The City counter proposes to arbitrate within 120 calendar days the dental claim with OPOA in a separate, non-successor negotiation, non-MOU related arbitration. The City proposes the parties engage in mutual document discovery for this arbitration.

B. Dental Plan Reimbursement – The City counter proposes to arbitrate within 120 calendar days separate from the City Claim in A. above that will determine the reimbursement claims and accounting methodology the parties should use under the current MOU language.

C. Dental Plan – Current plan of reimbursement remains in effect unless the parties mutually agree to a change in plan.

*10/13/15
3:30
RM*

*10-13-2015
RM*

**OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 29

Tendered to the City 8/14/15 Qm

Issue: Article III Section G 1. B (i) Form of Compensation (Overtime Pay & Time)

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: 6/11/15 Qm
6-11-2015

PROPOSAL:

ARTICLE III DIRECT PAY FOR SERVICE

b. Form of Compensation

An employee who works overtime and who is thus eligible for overtime compensation, shall receive overtime compensation in the form of cash or compensatory leave subject to the following provisions:

(i) Except for (a) special events and third party or other reimbursed overtime (which is "paid only"), (b) ~~when a category of work is offered as either "paid only" or "CTO" only, or (c) as provided in subsection (iii) below, employees will have the option to receive overtime in cash or compensatory leave. Provided the City's determination is consistent, the City can choose, for reasons of budgetary and fiscal soundness, whether a particular category or type of work will be subject to overtime or comp time.~~

(ii) Employees who are exempt from the provisions of FLSA choosing cash compensation for direct charge overtime pursuant to Article III Section E, may defer payment for a later date. Employees covered under the provisions of FLSA choosing cash compensation for overtime may defer payment for a later date on overtime hours earned up to the 171 hour FLSA work period limit. Employees shall receive deferred overtime pay a maximum of twice each fiscal year, payable in the months of December and July. Deferred overtime payment requests for December must be made in writing by November 1 on a form, which shall be provided by the Department. Payments for such requests will be by separate check payable on the first Friday, in the month of December, which is not a payday. Any remaining or unclaimed deferred overtime will be paid at the end of each fiscal year by separate check on the first Friday, in the month of July, which is not a payday. Deferred overtime cannot be accumulated from one fiscal year to the next and it will be paid at the salary level at which it was earned.

(iii) The maximum amount of compensatory time which may be accrued shall be three hundred (300) hours. Any employee

who has a balance of three hundred (300) or more hours in his/her compensatory time bank (this includes both the pre April 5, 1986 compensatory time bank and post-April 5, 1986 compensatory time bank) shall receive any subsequent overtime earned in cash, until the balance once again drops below three hundred (300) hours. The City will buy down CTO banks in excess of three hundred (300) hours at a rate of no more than a total of two hundred (200) hours per calendar year.

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal #

33

Tendered to the City

5/14/15

@ RM

Issue: Article III Section G 1. C. Canine Handlers

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement:

5-21-2015 @ RM

PROPOSAL:

(10/5/15)

ARTICLE III DIRECT PAY FOR SERVICE

C. Canine Handlers

Each employee regularly assigned and working as a Canine Handler is authorized to spend and shall be deemed to have spent fifteen (15) hours per month, over and above his/her regularly scheduled hours of work, in ordinary care and informal training of the assigned dog for such ordinary care and training that cannot be performed during regularly scheduled work hours. For those overtime hours incident to caring for the dog only, the employee shall receive overtime compensation at the rate of one and one-half (1 1/2) times the hourly rate of the state ~~state~~ **Oakland** minimum wage. This same overtime compensation rate of one and one-half times the state minimum wage per hour shall also be paid for hours in addition to the above referenced fifteen hours for extraordinary care of the dog. Any duly authorized additional work performed by such individual not related to caring for the dog, shall be compensated pursuant to Article III, Section E, paragraph 1 at the rate of one and one-half (1 1/2) times the employee's hourly base rate of pay.

In addition to overtime compensation for the ordinary and extraordinary care of the dog, each canine handler shall receive a monthly allowance of fifty dollars (\$50.00) to cover dog food and expenses related to the care of the dog.

~~State of California~~
Oakland

no

whichever
is higher

~~State of California~~
or City of Oakland
whichever is
higher.

ARTICLE IV RETIREMENT

A. Retiree Contribution Retirement Benefits

The City agrees to continue to contract with the Public Employees' Retirement System (CalPERS) to provide the retirement benefits for eligible bargaining unit members in accordance with the Public Employees' Retirement Law and related regulations.

1. Tier One: Safety 3.0% at 50 Retirement Plan – Unit Members Hired Prior to July 1, 2011

Section A.1. (including subsections) shall apply to bargaining unit members hired prior to July 1, 2011.

a. 3% at 50 Retirement Plan

The 3% at 50 retirement plan will be available to for each active bargaining unit member covered by Section A.1.

b. Required Bargaining Unit Member Contribution

Effective January 1, 2013, all Each bargaining represented unit member covered by Section A.1.s shall pay the full, normal employee member retirement contribution of nine percent (9%).

c. Final Compensation Based on Twelve Month Period

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by Section A.1. shall mean the highest twelve (12) consecutive month period of compensation earnable.

2. Tier Two: Safety 3% at 55 Retirement Plan – Unit Members Hired On or After July 1, 2011, But Before January 1, 2013 and Classic Unit Members, as Determined by CalPERS

Section A.2. (including subsections) shall apply to bargaining unit members hired on or after July 1, 2011 but before January 1, 2013. In addition, this Section A.2 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements (Classic Members).

a. 3.0% at 55 Retirement Plan

The City agrees to contract with PERS to provide the 3% at 55 retirement formula plan will be available to for each bargaining unit

*Revised by city 10/13/15
C 10:33
Gerrit Wagner 10-30-2015*

City to OPOA

Proposal #2 Article IV – Retirement

Related to OPOA Counter to City Proposal Article IV – Dated 06-29-2015

October 13, 2015

member covered by Section A.2 for employees hired on or after July 1, 2011.

b. Required Bargaining Unit Member Contribution

Each bargaining unit member covered by Section A.2. shall pay the full member contribution of nine percent (9%).

c. Final Compensation Based on Three Year Average

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by Section A.2. shall mean the highest three (3) consecutive year period of compensation earnable, as specified in Government Code § 20037.

4.3. Tier Three: Safety 2.7% At 57 Retirement Plan – Unit Members Hired On or After January 1, 2013

Section A.3. (including subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as a Classic Member, as stated in Government Code Section 7522.02(c).

a. 2.7% at 57 Retirement Plan

The 2.7% at 57 retirement plan will be available for each bargaining unit member covered by Section A.3.

b. Required Bargaining Unit Member Contribution

As required by Government Code Section 7522.30, bargaining unit members covered by Section A.3. shall pay, through payroll deductions, fifty percent (50%) of normal costs.

c. Final Compensation Based on Three-Year Average

As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by Section A.3. shall be based on the highest average annual pensionable compensation earned by the member during the thirty (36) consecutive months of service.

The City shall contribute, on behalf of each represented employee, the designated percent of regular salary for retirement purposes of such employee, in accordance with applicable Charter provisions and/or provisions of State law except as otherwise herein provided.

B. Employer Paid Member Contribution Program

10/29/15
16

City to OPOA

Proposal #2 Article IV – Retirement

Related to OPOA Counter to City Proposal Article IV – Dated 06-29-2015

October 13, 2015

~~Effective January 1, 2013, all represented members shall pay the full, normal employee retirement contribution of nine percent (9%).~~

~~In the event the existence of any state or federal tax law creates any personal tax liability for an employee by virtue of the employer's paying the employee's normal PERS retirement contribution, nothing contained in this section shall relieve the employee of any tax liability prescribed by law nor give rise to a grievance against the City, requiring it to assume the employee's tax liability.~~

~~The City agrees that the employer paid member contribution made pursuant to this section shall be reported to PERS as "special compensation" as provided under Government Code Section 2636.~~

C. PERS One Year Final Compensation

~~The retirement allowance of all Unit PP members hired prior to July 1, 2011 and who are presently members of the Public Employees Retirement System (PERS) is based on the twelve (12) highest paid consecutive months under the plan.~~

~~For bargaining unit members first employed on or after July 1, 2011 the City shall amend its PERS contract to provide for the calculation of pension benefits based on the final average salary of the years under Government Code 20037.~~

B. Optional Benefits

For members in all three tiers, the City will continue to maintain the current agreement with CalPERS for optional benefits in accordance with the Public Employees Retirement Law and the Public Employees Pension Reform Act of 2013.

D.C. Military Service Credited as Public Service

Members may elect to purchase Military Service Credit in accordance with applicable CalPERS Service Credit Purchase Options requirements.

E.D. Police and Fire Retirement System "Pick-up" Program

See Appendix D.

F.E. Limitation to Operability

This provision of Appendix D shall be operative only as long as the City of Oakland "pickup" of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

G.F. Deferred Compensation Plan

10/29/15
3
17
[Signature]

City to OPOA

Proposal #2 Article IV – Retirement

Related to OPOA Counter to City Proposal Article IV – Dated 06-29-2015

October 13, 2015

Represented employees may participate in the city's established deferred compensation plan. The Oakland Police Officers' Association shall have one voting member on the City's Deferred Compensation Committee.

H.G. Retiree Medical Liability

The parties agree that the provision of the MOU may be reopened by either party in order address the funding and payment of any identified unfunded liability, future liability and the associated and underlying payment for other post-employment benefits (OPEB).

During the term of this MOU, the OPOA will participate in discussions undertaken by the City with employee representatives of other bargaining units.

No change adversely affecting compensation and arising from GASB discussions will be implemented during the term of this agreement.

If the parties do not arrive at an agreement on GASB/retiree medical liability issues for successor MOU, the issues will be subject to a combined interest arbitration proceeding on all unresolved successor MOU issues commencing no later than September 30, 2010, pursuant to Article XI (G) (Duration).

I.H. Retiree Medical Trust (ERISA)

The parties agree that no later than one year from the approval of this MOU by the City Council, the parties will contract with a third party administrator for purposes of permitting the members of OPOA to participate in an IRS qualified retirement medical trust. The plan shall enable members of the OPOA to make pre-tax voluntary contributions into the trust. The City shall pay administrative fees in an amount not to exceed fifteen dollars (\$15.00) per member per year.

[Handwritten signatures and initials]
10/29/15

** SEE TA Re: EMPLOYEE CONTRIBUTION TO
Employer Share @*

**TENTATIVE AGREEMENT
OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # _____

Tendered to the City 13 Oct 2015

Issue: Article IV – Retirement – [NEW]

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: _____

PROPOSAL: _____

B. Employer Paid Member Contribution Program

Employee Contributions to Employer Share*

Effective January 1, 2013, all represented members shall pay the full, normal employee retirement contribution of nine percent (9%).

Effective January 1, 2016, all represented "Classic" members (as defined as Tier One and Tier Two members in section A of this Article) shall pay two percent (2%) of the employer's share of the CalPERS pension cost. Such contributions shall be made on a pre-tax basis pursuant to section 414(h)(2) of the Internal Revenue Code and will be attributed to the employee's CalPERS account to the extent permissible by the California Public Employee Retirement Law. An additional one percent (1%) shall be paid effective January 1, 2017.

~~In the event the existence of any state or federal tax law creates any personal tax liability for an employee by virtue of the employer's paying the employee's normal PERS retirement contribution, nothing contained in this section shall relieve the employee of any tax liability prescribed by law nor give rise to a grievance against the City, requiring it to assume the employee's tax liability.~~

~~The City agrees that the employer paid member contribution made pursuant to this section shall be reported to PERS as "special compensation" as provided under Government Code Section 2636.~~

* This tentative agreement supplements the City Proposal #2 Article IV – Retirement submitted on October 13, 2015. The terms set forth hereinabove shall be inserted into Article IV – Retirement of the MOU.

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal #

18

Tendered to the City

4/2/10

Issue: Article IV Section E – Police and Fire Retirement System "Pick up" Program RM

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement:

RM

6/22/11

PROPOSAL:

6-22-2015

~~E. Police and Fire Retirement System "Pick-up" Program~~
~~See Appendix D.~~

City of Oakland to OPOA
Article V
Proposal #3
06-22-2015

Passed from OPOA 6-26-2015
as a TA

Consecutive # 6

TA

6/29/15

Terminated
on 6/22/15
1237

ARTICLE V INSURANCE PROGRAMS

A. Insurance Programs

1. Health Insurance

The City agrees to contribute toward the premium cost of coverage in the established Public Employees' Medical and Hospital Care Act Plan (PEMHCA). Such contribution shall be an amount equal to one-hundred percent (100%) of the premium cost of employee and ~~dependant~~ dependent health insurance coverage in the applicable Bay Area Kaiser (PEMHCA) plan.

An eligible unit member will be enrolled in the CalPERS PEMHCA Bay Area Kaiser Plan with employee-only coverage, unless the unit member submits an Employee Benefits Enrollment form for a different PEMHCA health plan for enrollment of self and dependents, if any. The exception is if a unit member is enrolled in PEMHCA under another CalPERS member's health plan, as CalPERS does not permit dual enrollment.

Any new member, graduating from a City-sponsored police academy, who does not submit enrollment forms within thirty (30) days of eligibility, will be enrolled in the CalPERS Bay Area Kaiser employee-only plan ("1-Party") by default. During the period pending the eligible member's submittal of PEMHCA enrollment forms, the City will maintain the members's coverage through available non-CalPERS PEMHCA medical coverage for up to 30 days, after which, member will be enrolled in the default plan. If dependent information is on file, the new member will be enrolled in the default CalPERS Bay Area Kaiser for member and spouse or family coverage for member, spouse or family coverage for member, spouse, and dependent children.

Any member requesting to change from the default CalPERS Bay Area Kaiser plan, absent a qualifying life event, will be subject to the CalPERS PEMHCA enrollment waiting period of ninety (90) days, unless the plan change has been approved by CalPERS as a result of their Appeals process

TA *Genie Mayne* 6-29-2015

**TENTATIVE AGREEMENT
OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # _____

Tendered to the City 8 October 2015

Issue: Article V Section A 1. – Health Insurance (Reopener)

POA Related Proposals: _____

City Related Proposals: 15

Tentative Agreement: TA

PROPOSAL:

A. Insurance Programs

1. Health Insurance

The City agrees to contribute toward the premium cost of coverage in the established Public Employees' Medical and Hospital Care Act Plan (PEMHCA). Such contribution shall be an amount equal to one-hundred percent (100%) of the premium cost of employee and dependent health insurance coverage in the applicable Bay Area Kaiser (PEMHCA) plan.

2. Health Insurance Reopener

The parties agree that the City may request that the OPOA reopen the MOU, specifically this section A, for purposes of engaging in discussions concerning modification of the health insurance identified in section 1 hereinabove. Such reopener shall be limited and subject to the following:

- a. The reopener shall be exercised in years three or four.
- b. The reopener can only be exercised between January 1st and March 1st of each year.
- c. Any modification of section 1 hereinabove, specifically health plans, providers, premiums, or benefits are subject to mutual agreement of the parties.

**TENTATIVE AGREEMENT
OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 35 Tendered as part of package 13 October 2015

Issue: Article V Section A 2. - Dental Insurance

POA Related Proposals: _____

City Related Proposals: 16

Tentative Agreement: *Benie Mayne 10-30-2015*

PROPOSAL:

(Signature) 10/30/15 (d)
ARTICLE V

2. Dental Insurance

A. For Department employees, OPOA will continue to provide dental insurance. Upon verification by Delta Dental the City shall contribute the amount the City would be required to pay to obtain the current benefit level under a plan covering active employees administered by the City through Delta Dental. Until such time as verification is provided, the City will continue to pay one hundred thirty six dollars and eighty-seven cents (\$136.87) per month per employee to OPOA.

Both parties agree to provide all waivers necessary to determine and verify the appropriate amount of the City's contribution. The City agrees to provide the OPOA with Delta Dental's written estimate of premiums.

The parties waive their right to any legal action or remedy regarding the dispute and claims over dental payments and calculation errors made pursuant to the 2001-06 MOU, and submitted to Arbitrator Winograd at the interest arbitration held January 2008. The waiver is effective for all claims existing prior to March 1, 2008. Pursuant to Arbitrator Winograd's Award (attached as Appendix A), any monies in the OPOA IBT Trust will remain in the trust, subject to the terms and conditions of the trust plan document; and any monies held in escrow by the City shall be released from escrow and retained by the City.

B. The parties agree that for purposes of establishing the dental benefit/premium obligation for the term of the MOU (2015 – 2019), that they will continue to negotiate and if no agreement is reached within 120 days, the matter will be submitted to binding arbitration.

Passed from OPOA

6-11-2015

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Counter Proposal # _____ Tendered to the City

6/11/15
@Rm

Issue: Article VI Leaves and Holidays

POA Related Proposals: _____

City Related Proposals: _____ 11

Tentative Agreement: _____

PROPOSAL: 6-22-2015

Article IV

LEAVES AND HOLIDAYS

A. Vacation Leave

1. Entitlement

- a. Employee shall be credited with vacation leave from the date of his/her appointment by the City as a formerly sworn Ranger or a sworn member of the Police Department, at the rates enumerated in subsections (i) through (iv) below. Such leave shall be at his/her regular base rate of pay, plus any applicable premium rate of pay and/or self-improvement incentive pay.
- (i) One hundred twenty hours (120 hours) per year through the first ten (10) continuous years of service.
 - (ii) One hundred forty-four hours (144 hours) per year beginning with the eleventh (11th) year of service, up to and including the thirteenth (13th) continuous full year of service.
 - (iii) One hundred sixty hours (160 hours) per year beginning with the fourteenth (14th) year of service, up to and including the twentieth (20th) continuous full year of service.
 - (iv) Two hundred hours (200 hours) beginning with the twenty-first (21st) year of continuous service.
- b. Effective the first pay period after January 1, 2009, employees' vacation banks will be credited with accrued vacation on a biweekly basis.

- c. Effective the first pay period after January 1, 2009, Police Officers will be given the option to use their accrued vacation before entering the FTO program.

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 20

Tendered to the City

4/21/15
RM

Issue: Article VI Section E – Military Leave

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: 6/11/15 @ 6-11-2015

PROPOSAL:

E. Military Leave

Under the Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. section 4301 *et. seq.*), an employee taking a leave of absence to perform military performance is entitled to be reemployed, with reinstatement of benefits, on completion of the service, as long as the following prerequisites are satisfied:

1. With certain exceptions, the cumulative leave must not have exceeded five years;
2. The employee must have provided proper advance notice to the City of the employee's military service;
3. The employee must report back to work or submit an application for reemployment in a timely manner after conclusion of military service; and
4. The employee must not have been separated from military service with a disqualifying discharge or under other than honorable conditions.

If an employee is eligible to be reemployed, the employee must be restored to the job and benefits the employee would have attained if the employee had not been absent due to military service. An employee taking military leave retains all of his/her seniority-based benefits as if continuously employed. The employee returning from military leave is also entitled to pension benefits as if continuously employed throughout the leave period.

During a leave for military service, an employee has the right to elect to continue his/her existing health insurance plan for up to twenty-four (24) months. If the employee does not elect to continue coverage during military leave, the employee retains the right to be reinstated to the City's health insurance plan when the employee is reemployed.

~~Although the USERRA does not require that the City pay an employee during a military leave of absence, pursuant to state law, the City will compensate employees for up to thirty (30) calendar days of paid military leave, at the regular base rate of pay for the employee's assigned classification, for each fiscal year the employee is formally ordered to active military service, so long as the employee has completed a minimum of one year of service with the City or one full year of combined military service and City service at the time the leave is granted. (Cal. Mil. & Vet. Code Section 389 *et. seq.*)~~

Any bargaining unit member who has completed one full year of service with the department, or one full year of service with OPD and active military service combined, shall be entitled to receive his or her salary for the first 300 hours of a military leave period.

Military pay shall not exceed 300 hours in any one fiscal year.

An employee may elect to use accrued vacation time or personal time off in lieu of unpaid leave for the portion of military leave which is paid. The period of city compensation for military which is unpaid. The period of city compensation for military may be extended by resolution of the city council.

**OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 2

Tendered to the City 3/26/15

Issue: Article VI Section G 1. – Designated Holidays

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: 5-21-2015

PROPOSAL:

1. Designated Holidays

The following days are designated as holidays:

January 1st.

The third Monday in January, known as "Martin Luther King Day."

February 12th, known as "Lincoln Day".

The third Monday in February.

The last Monday in May.

July 4th.

The first Monday in September known as "Labor Day"

September 9th, known as "Admission Day."

November 11th, known as "Veterans Day".

The Thursday in November appointed as "Thanksgiving Day".

The Friday after Thanksgiving.

December 25th

The Chief or designee shall determine which positions shall be filled on each designated holiday. However, all officers assigned to Patrol shall report to work on any holiday which falls on one of their regularly assigned work days unless the officer has the day off through the holiday or vacation draw.

~~For Fiscal Years 2012/2013, 2013/2014, and 2014/2015 employees shall receive no additional holiday pay for September 9th, known as "Admission Day." Employees who work Admission Day will receive straight time pay. Those employees who do not work Admission Day will not receive holiday compensation.~~

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 1

Tendered to the City 3/26/15

Issue: Article VI Section G 4. – Holiday Concession (Unpaid Holidays)

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: 5-21-2015 RM

PROPOSAL:

~~4. Unpaid Holidays During FY 2009-2010, 2010-2011, and 2011-2012~~

~~For six holidays in the three fiscal years cited above, employees shall receive no pay for holidays that are not worked and shall only receive straight time pay for holidays that are worked.~~

~~The six unpaid holidays shall be designated by the Chief of Police after consultation with the Union.~~

~~This provision shall not preclude members from receiving overtime when working a holiday if the total hours worked in the pay period otherwise qualify the individual member for overtime.~~

~~This entire provision (VII.H.4) will expire on June 30, 2012.~~

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal #

3

Tendered to the City

3/26/15

@

Issue: Article VII Section B 2 – Shift Differential

POA Related Proposals:

Qm

City Related Proposals:

Tentative Agreement:

6/11/15 6-11-2015

PROPOSAL:

B. Shift Differential

~~2. Effective September 19, 2009, no officer with four (4) or less than four (4) years of continuous service shall be eligible for the differentials set forth below. This paragraph shall not pertain to members assigned to CRT or serving as PSO's. This provision shall sunset upon the expiration of the contract.~~

Passed from OPOA 4-15-2015

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 25A

Tendered to the City

Issue: Article VII Section C – Meal Allowances

POA Related Proposals: 25

City Related Proposals: City Counter to OPOA #25/

Tentative Agreement

PROPOSAL:

C. Meal Allowance

Each employee who, when directed to do so, works continuously two (2) hours or more immediately before or after his/her regular shift working day shall be paid a meal allowance ~~equal to the reimbursement rate approved by the State Department of Personnel Administration~~ of ten dollars and seventy-five cents (\$10.75) of eighteen dollars (\$18.00). In the event such an employee continues to work beyond such first two (2) hours, and such work is not a part of his/her regular shift, he/she shall be paid an additional meal allowance of ~~equal to the reimbursement rate approved by the State Department of Personnel Administration~~ ten dollars and seventy-five cents (\$10.75) of eighteen dollars (\$18.00) for each successive four (4) hour period continuously so worked. Meal allowance shall not be paid for regularly scheduled overtime work (i.e. overtime scheduled at least twenty-four (24) hours in advance, where such overtime is not an extension of a regular work day), or in those instances where the City furnishes meals. However, an individual who works overtime beyond the scheduled overtime shift of eight (8) hours shall be entitled to receive meal allowances as provided above.

**OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 6 (A)

Tendered to the City

6/11/15 *Rm*

Issue: Article IX Section E – Psychological Counseling & Substance Abuse

POA Related Proposals: _____

City Related Proposals: 35

Tentative Agreement: *Rm*

PROPOSAL:

6-22-2015 *6/12/15*

E. Employee Health Assistance Programs

1. Psychological Counseling

The City agrees to provide the services outlined and detailed in the attached exhibit _____, for the term of this agreement. ~~psychological counseling program for unit members. City agrees to pay the annual cost of providing psychological counseling services to employees and/or dependents. It is understood that the City contribution is intended to provide a maximum of twelve (12) counseling sessions per employee per year. In the event that a change in current provider is contemplated, Association President or his/her designee will represent Association on the selection committee. The City agrees to maintain confidentiality of medical records as provided by law. No data concerning this information or participation in any approved employee assistance program will be made part of the bargaining unit member's personnel file or will be provided to any party without the written consent of the bargaining unit member.~~

2. Substance Abuse Treatment Program

a. Substance Abuse Counseling

The City agrees to provide the services outlined and detailed in the attached exhibit _____, for the term of this agreement. ~~in-patient and out-patient treatment for alcohol and drug abuse for bargaining unit members, as determined by the Employee Assistance Program Coordinator. The cost of such services shall be limited to an aggregate lifetime benefit of \$30,000 or a maximum of two counseling programs, whichever is less, per eligible employee. Treatments must be authorized by the City of Oakland Employee Assistance Program Coordinator.~~

b. Confidentiality Agreement

All information obtained in the course of examination, rehabilitation and treatment of bargaining unit members with chemical dependency program shall be protected as confidential medical information. No data concerning this information or participation in any approved rehabilitation program will be made part of the bargaining unit member's

personnel file or will be provided to any party without the written consent of the bargaining unit member.

3. Modification of Service Agreements. In the event that the provider(s) are unable to deliver the specific and detailed services currently identified in the contracts with the City, or the services are no longer available through any provider, the parties will meet to either modify the existing agreements or secure a new provider.

Received from OPOA

6-22-2015

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 9A

Tendered to the City

Issue: Article IX Section J – Annuitant Employees

POA Related Proposals: 9

City Related Proposals: 26 & 27

Tentative Agreement: 8/14/15

PROPOSAL:

J. Annuitant Employees

There shall be no annuitants, per diem or hourly contract employees employed at the Oakland Police Department in positions that have been traditionally performed by sworn members for the duration of this MOU. This provision shall not apply to the existing seven (7) individuals (identified by the parties) currently working in Internal Affairs Division (IAD) and Office of the Inspector General (OIG) on issues related to compliance of the Negotiated Settlement Agreement ("NSA") arising out of the *Allen v. City of Oakland* litigation.

J. Annuitant Employees

Except as provided in this Section, there shall be no annuitants, per diem or hourly contract employees employed at the Oakland Police Department in positions that have traditionally been performed by sworn members for the duration of this MOU. ~~The Department may continue to employ the existing seven (7) individuals (identified by the parties) currently working in Internal Affairs Division (IAD) and Office of the Inspector General (OIG) on issues related to compliance of the Negotiated Settlement Agreement ("NSA") arising out of the Allen v. City of Oakland litigation, until such time as those duties are no longer required or can be performed by civilian employees. In any event, the Department will cease using the seven individual annuitants by December 31, 2013. In addition, during the term of the MOU, and expiring 24 hours prior to the term of the MOU, the Department may hire an additional number of retired annuitants (hereafter "RA's") for the limited and specific purpose of performing Background Investigations for Police Personnel applicants, subject to the following provisions:~~

1. In choosing the RA's, the Department will establish a committee to evaluate, reach out to, and hire RA's. The OPOA will have a seat on the committee.
2. The OPOA and the City will work together, even beyond the activities of the above committee, to reach out to prospective RA's to perform Background

City Counterproposal dated 8-14-2015

Investigations.

- 3. The RA's will be limited to performing Background Investigations and will not engage in any recruitment activities.**

CITY OF OAKLAND PACKAGE SETTLEMENT WITH OAKLAND POLICE OFFICERS ASSOCIATION

OCTOBER 13, 2015 3:00 pm

1. **Wages** – City agree with OPOA final offer:

Tentative Agreement

	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019
Salary Increases	4% July 1, 2015	4% May 1, 2017	2.5% January 1, 2018	2.5% January 1, 2019
Equity Adjustments	2.5% January 1, 2016	1% January 1, 2017	1% January 1, 2018	2% July 1, 2018
Total Wage and Equity Adjustments	6.5%	5%	3.5%	4.5%
Additional PERS Contributions	2% January 1, 2016	1% January 1, 2017	0%	0%

*10/13/15
3:30
RM*

2. **Health Care** – City will sign a tentative agreement on OPOA October 8, 2015 counter proposal regarding reopener: A. Reopener in years 3 and 4, and B. Reopener must be exercised between January 1 and March 1.

3. **Appendix B Training Recoupment** – OPOA will sign tentative agreement on City's October 8, 2015 proposal.

4. **Vacation** – OPOA withdraws proposal No. 28 dated May 14, 2015.

5. **Retiree Medical** – City will sign a tentative agreement on OPOA proposal No. 12.

*10-13-2015
RM*

6. **Parking** – City counter proposes to continue good faith discussions with OPOA regarding the City taking over the OPOA lease on the CalTrans owned parking lot near the Oakland Police Administration Building, and that the outcome of these talks not be subject to arbitration.

7. **Radio Room and Standby** – The City agrees to limit involuntary, compulsory standby to fourteen (14) full days per year for officers not assigned to the Criminal Investigation Division and Internal Affairs. This offer is in exchange for reassigning the four (4) positions held by sergeants in the Radio Room, to civilian supervisors.

8. Dental Plan:

A. City Claim - The City counter proposes to arbitrate within 120 calendar days the dental claim with OPOA in a separate, non-successor negotiation, non-MOU related arbitration. The City proposes the parties engage in mutual document discovery for this arbitration.

B. Dental Plan Reimbursement – The City counter proposes to arbitrate within 120 calendar days separate from the City Claim in A. above that will determine the reimbursement claims and accounting methodology the parties should use under the current MOU language.

C. Dental Plan – Current plan of reimbursement remains in effect unless the parties mutually agree to a change in plan.

3-26-15
pend at 3:04

**OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 10 Tendered to the City _____

Issue: Article X Section C 1. B - GRIEVANCE PROCEDURE (Form)

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement RM _____

PROPOSAL:

5-7-2015

W 5/8/15

ARTICLE X GRIEVANCE PROCEDURE

C. Procedure

1. Step 1 Initial Procedure

a. Informal Discussion

The employee or the Association representative may present the grievance orally to the immediate supervisor within seven (7) calendar days from such time as the employee or Association should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide his/her response within seven (7) calendar days following the informal discussion.

b. Formal Submission

Should the grievance remain unresolved, the employee or Association representative may submit the grievance, in writing ~~and on a form provided for that purpose,~~ to the employee's Bureau Chief. The formal submission shall be made within seven (7) calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the seven (7) day period provided for informal discussion. The grievance shall state the specific section of the Memorandum of Understanding, the Personnel Rules, or departmental rules or orders alleged to be violated, or the disciplinary action taken, and the proposed solution. The Bureau Chief shall render a decision in writing to the employee and/or Association within seven (7) calendar days of receipt of the formal submission of the grievance.

Copies of all written grievances filed by employees shall be provided to the Association within a period not to exceed five (5) calendar days. Copies of responses thereto shall also be provided to the Association.

4-2-15
1:35 pm

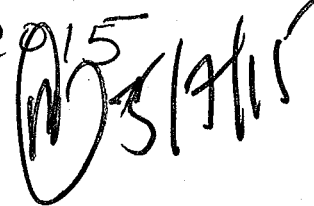
**OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 5 Tendered to the City _____

Issue: [NEW] Article X Section C. 5- Location of Arbitration Hearing

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: LM 5-7-2015 

PROPOSAL:

**ARTICLE X GRIEVANCE PROCEDURE
C. Procedure**

5. Step 5 Civil Service Board/Arbitration

Unless otherwise agreed to by the employee, in writing, all meetings and hearings for any disciplinary ~~mater~~ **matter** shall be private and confidential, and shall include only the parties and exclusive representatives.

The City and the Association will alternate hosting the location for arbitrations

**OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

Qm 9-24-2015
W 9/24/15

OPOA Counter to City Proposal Article X, C, 5

Tendered to the City 09/24/15

Issue: Article X Grievance Procedure – Witness list

OPOA Related Proposals: N/A

City Related Proposals: #1, Submitted April 9, 2015

Tentative Agreement: Renee Mayne 10-8-2015

In response to the City proposal regarding exchanging of witness lists, the OPOA offers the following:

Article X - Grievance Procedure, Section C, 5, Step 5 Civil Service Board/Arbitration.

The following paragraph shall be added to Section C:

At least ten (10) calendar days prior to the first day of the disciplinary appeal hearing, the parties shall exchange, in writing, the names of expert witnesses that they intend to call at the hearing. Expert witnesses are defined as those individuals who are not currently employed by the City of Oakland in any capacity and who are being called to proffer opinions or conclusions as to matters generally outside of the usual knowledge of the layperson and for the purpose of assisting the trier of fact in understanding a particular subject matter. This provision does not preclude either party from calling any other City or non-City employee as a witness and such witnesses are not subject to the disclosure provisions in this section.

**OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Counter to City Proposal: Article X, C, 5

Tendered to the City: 09/24/15

Issue: Article X Grievance Procedure – Arbitrator list

OPOA Related Proposals: N/A

City Related Proposals: #1, Submitted April 9, 2015

Tentative Agreement: Renee Mayne 10-8-2015

In response to the City proposal regarding establishing a permanent list of arbitrators, the OPOA offers the following:

Article X - Grievance Procedure, Section C, 5, Step 5 Civil Service Board/Arbitration.

The following procedure will be used to determine if a viable list can be established by the parties:

The parties will independently develop a written list of ten (10) arbitrators that they would propose be included as a permanent list of arbitrators to adjudicate disciplinary appeals. The parties will submit their respective lists directly to an agreed upon neutral third party who will receive the lists on a confidential basis.

Should there be six (6) names that appear on the lists then those six individuals will be deemed to be the six individuals who will be identified as the permanent panel. The third party neutral shall transmit to both parties only those names of the six individuals. No other names shall be disclosed by the neutral.

In the event that there are not six individuals that appear on both lists, the third party neutral shall destroy the lists and NOT disclose to either party or any third party, the names on either list. The neutral shall notify both parties that there were insufficient names on both lists to establish a permanent list.

OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015

10/8/15
a

OPOA Counter to City Proposal # Article X, C, 5

Tendered to the City 8 Oct 15

Issue: Article X Grievance Procedure – Settlement Conference

POA Related Proposals: N/A

City Related Proposals: #1

Tentative Agreement: Renée Mayne 10-8-2015

PROPOSAL:

In response to the City proposal regarding settlement conferences, the OPOA offers the following:

Article X Grievance Procedure, Section C, 5, Step 5 Civil Service Board / Arbitration.

For all grievances advanced to Step 5, representatives for the parties shall, at least forty-five (45) calendar days prior to the hearing, participate (either in person or via telephone) in an informal discussion(s) to consider whether the grievance can be resolved without a formal hearing. Such discussions shall be off-the-record and there shall be no reference, statement or mention of any such discussions or efforts should the matter proceed to formal hearing.

**TENTATIVE AGREEMENT
OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # _____

Tendered by City 8 October 2015

**Issue: APPENDIX B, UNIT PT BENEFITS/EXCLUSIONS, Police Office
Trainee Training Costs.**

POA Related Proposals: _____

City Related Proposals: 36

Tentative Agreement: _____

PROPOSAL:

**APPENDIX B
UNIT PT BENEFITS/EXCLUSIONS**

The City of Oakland, hereinafter referred to as "City", and the Oakland Police Officers' Association, hereinafter referred to as "OPOA", hereby agree that the provisions of this Memorandum of Understanding which apply to employees in Unit PT are as follows:

PREAMBLE

ARTICLE I - GENERAL PROVISIONS

Entire Article

ARTICLE 11- DIRECT PAY FOR SERVICES

A. Salary. Persons employed as Police Officer Trainees will receive a salary that is ten percent (10%) less than the base salary attached to the entry level, A salary step for Police Officers on the PERS retirement system.

E. Overtime. Police Officer Trainees shall receive overtime in accordance with the provisions of the Fair Labor Standards Act. Accordingly, overtime shall be paid on all hours worked over one hundred and seventy-one (171) in the established twenty-eight (28) day work period. All overtime shall be paid in cash.

ARTICLE IV INSURANCE PROGRAMS

A. Insurance Programs.

1. Health Insurance.
2. Dental Insurance.
4. Life Insurance.

ARTICLE V LEAVES AND HOLIDAYS

C. Leaves of Absence.

D. Family Death Leave.

1. Definition of Immediate Family.

2. Entitlement.

Upon Approval of the department head or his/her designated representative, a Police Officer Trainee may be granted family death leave without pay up to an amount not to exceed five (5) working days.

ARTICLE VI ALLOWANCES

A. Uniform Allowance.

1. Initial Uniform Allowance.
2. Annual Uniform Allowance.

ARTICLE VII - SELF IMPROVEMENT INCENTIVE

Nothing shall apply.

ARTICLE VIII - SPECIAL PROVISIONS

Nothing shall apply.

ARTICLE IX - GRIEVANCE PROCEDURE

Entire Article

ARTICLE X - RESOLUTION - FULL UNDERSTANDING - NON-NULLIFICATION AND DURATION

Entire Article.

Deferred Compensation. In addition, City and the OPOA, in accordance with Treasury Regulations, Section 31.3121 (b) (7), hereby agree to adopt a deferred compensation plan for employees in Representation Unit T; such plan to be in accordance with the guidelines set forth in Internal Revenue Code Section 457. Under this plan, the City will contribute 3.75% of each participating employee's wages including overtime to a deferred compensation plan administered by Great Western Savings and referred to by the administrator as an "Index Account". Each participating employee will contribute an equivalent 3.75% of "wages", as that term is described above. An employee will be immediately one hundred percent (100.0%) vested as to all contributions made on his/her behalf, whether by the employee or by the City.

Police Office 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 insure that the recruit either accept a commitment of service to the City or be 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 prorate basis, for the \$8000 cost of his/her training at the Police Academy. A schedule of the member's reimbursement responsibility is set forth as follows: Length of Service % of Repayment Due~~

Q 7
10/30/11

~~Separation prior to 1 year: 100% repayment of the \$8,000~~
~~Separation after 1 year but before completing the second year: 80% repayment of the \$8,000.~~
~~Separation after 2 years but before completing the third year: 60% repayment of the \$8,000.~~
~~Separation after 3 years but before completing the fourth year: 40% repayment of the \$8,000.~~
~~Separation after 4 years but before completing the fifth year: 20% repayment of the \$8,000.~~
~~Separation after 5 years: 0% repayment~~

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 \$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;

Separation after 1 year, but before completing the second year: 80% repayment of the \$11,000;

Separation after 2 years, but before completing the third year: 60% repayment of the \$11,000;

Separation after 3 years, but before completing the fourth year: 40% repayment of the \$11,000;

Separation after 4 years, but before completing the fifth year: 20% repayment of the \$11,000.

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 member or of a person in the member's immediate family is an example of such an emergency.

44 (W) 10/30/11

**TENTATIVE AGREEMENT
OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

CITY Proposal # 22 & 23

Tendered to the City 14 May 2015

Issue: Attachment 3

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: _____


MEMORANDUM OF UNDERSTANDING

10-30-2015

ON PROMOTIONAL EXAMINATIONS BETWEEN THE

CITY OF OAKLAND

AND

OAKLAND POLICE OFFICERS' ASSOCIATION

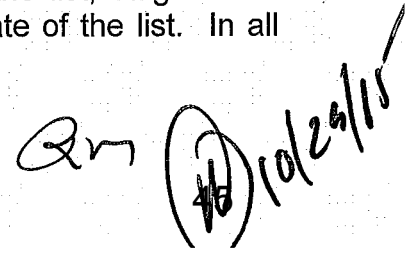
JULY 1, 2006 – JUNE 30, 2013

July 1, 2015 – June 30, 2019

Discrimination Prohibited. City and Association shall not discriminate in any way on account of race, color, religion/religious creed, sex/gender, pregnancy, marital status, national origin/ancestry, ages, physical and/or mental disability, medical condition, sexual orientation, gender identity, military or veteran status, or status in any other group protected by federal, state or local law.

Promotional Examinations

Scheduling. Stage 1 of each promotional examination normally will be held within thirty (30) days prior to the date of expiration of the eligibility list for a classification. In the event a promotional list is exhausted and that occurs more than ninety (90) days before the expiration date of the list pursuant to this MOU, stage 1 will commence within ninety (90) days of the date of exhaustion. In the event a promotional list is exhausted less than ninety (90) days before the expiration date of the list, stage 1 will commence within thirty (30) days of the expiration date of the list. In all


Am (10/29/15)

other circumstances the City retains the right and has the option to extend the list for up to thirty (30) days to fill any existing vacancies. The City will notify the Association if the list is so extended.

Sign-up. An eligible employees may sign up to take the next examination at any time before the announcement of that examination, by sending a completed notice of intent form stating his/her desire to the Personnel Office of the Police Department. The Police Department will issue, with the announcement of an examination, a list of employees who have submitted a notice of intent. Any eligible employee whose name does not appear on the list may sign up for that examination by submitting a notice of intent to compete (promotional exam) form to the Police Personnel Office, within fourteen (14) calendar days from the posting date of the announcement.

Announcement. The announcement for a promotional examination shall include a general description of the examination portions and the weights assigned to each.

Examination Eligibility. Applicants must serve as employees of the Oakland Police Department for the time periods enumerated below to be eligible for the respective promotional examination. Service at another police organization shall not count toward the minimum years of service necessary to take the respective examination.

Minimum Qualification Criteria:

- a) Five (5) years as a Police Officer --- to Sergeant of Police; and
- b) Three (3) years as Sergeant of Police --- to Lieutenant of Police; and
- c) ~~Two (2) years~~ One (1) year as a Lieutenant of Police --- to Captain of Police.

The above periods of service eligibility shall be determined as of the closing date of the application period.

Examination Weights. Weights of portions of a promotional examination shall be based on a current specification/job analysis for the classification being examined, as solely determined by the City.

Observers for promotional examinations shall be selected on the basis of the following criteria:

Q 2
10/29/15
46

- a) Prior to the examination, the declared and agreed observer shall be selected by the Chief of Police, the Director of Personnel and the President of the Association.
- b) The observer shall be an active or a retired police officer.
- c) The observer may be from another law enforcement agency and shall have held the rank at least one rank above that of the candidates being examined.
- d) Every reasonable effort shall be made to ensure a panel with a diverse composition.

There shall be one observer per examination.

- a) The observer shall report to the City any and all suspected examination process irregularities, including but not limited to those that may discriminate on the account of race, color, religion/religious creed, sex/gender, pregnancy, marital status, national origin/ancestry, ages, physical and/or mental disability, medical condition, sexual orientation, gender identity, military or veteran status, or status in any other group protected by federal, state or local law. The Association is invited to attend this meeting.

The observer is required to report any suspected irregularities referenced in the preceding paragraph to the Office of Personnel's designated examination administrator by the conclusion of the examination phase in which the alleged irregularity occurs. If the exam administrator fails to address the observer's concern to the observer's satisfaction, the observer shall promptly report the concern to the Director of Personnel Resource Management.

If an observer fails to report the suspected irregularity to the examination administrator by the conclusion of the examination phase in which the suspected irregularity occurs, the observer must report the suspected irregularity to the Director of Personnel Resource Management as soon as reasonably possible.

- b) The observer shall not report on nor disclose the content of an examination.
- c) The observer shall not report on nor disclose the comparative performance of candidates participating in an examination. The observer shall not discuss the performance of an individual candidate, unless that candidate files a grievance alleging discrimination or examination irregularities as defined in Section 7.a, above. In that

Qm (20/29/15)

case, the City, and the observer will meet to discuss the observer's observations regarding the candidate's performance. The Association is invited to attend this meeting.

- d) The observer shall be present at all phases of the examination, including: the training of the raters and the examination portions, except in the case of simultaneous portions/exercises where the observer can physically watch only one exercise without being disruptive. The scoring integration session with the raters may be monitored by the observer.
- e) An examination candidate shall have the right to exclude the observer from any exercise, which requires the candidate to perform alone before any rater(s).
- f) The observer is strictly limited to passively observe and shall not talk, disrupt, provide any information or clues to any candidate or rater during the examination process, nor interrupt proceedings in progress, or otherwise disturb the examination process.
- g) The observer shall at all times protect the confidentiality of the examination content and each and every candidate's performance.

8. Conduct of Examinations.

- a) Some portion of each promotional examination shall be an objective written test. "Objective" means a test that has a predetermined list of correct answers, which eliminates subjective opinion or judgment in the scoring process.
- b) It is the intent of the parties to maintain candidate anonymity during the testing/scoring process of promotional examinations. Candidate's anonymity in the scoring of promotional examinations shall be accomplished as follows:

In the written portion of the examination, candidates shall sign in and receive a pre-numbered test package containing all test materials for this portion of the examination. As soon as possible after the last candidate has signed in, the list of candidates with their test identification numbers shall be sealed in a tamperproof envelope and retained by the Office of Personnel for future identification in the testing process.

As soon as practicable, after the final weighted scale scores, including all challenges, item analysis, etc. have been determined,

Qn
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10/29/11

the envelope containing the list of candidates and their test identification numbers shall be opened in the presence of the neutral observer, and the candidate's name shall be linked to his/her ID number for the written test score. The City will provide a copy of the scale ranked scores to the neutral observer immediately upon completion of it.

If the examination is given in stages, for any stage requiring rating sheets and/or any other scoring instruments, the same numbered process and test materials procedures as outlined above shall be employed.

- c) Candidates shall be required to complete a confidentiality agreement, which precludes candidates from sharing test information until the examination in progress is completed. Candidates violating the confidentiality agreement will have their names removed from the eligibility list.
- d) Pass point shall be established solely at City discretion and will be available for review by the Association only, within a reasonable time period after completion of the promotional exam.
- e) To the extent possible, the same assessors will be used to rate all of the candidates in exam process for each respective exercise.
- e) Sergeant of Police promotional examination shall use the following merit points for service as an FTO:
 - i. Any employee serving in good standing as a FTO, for the Oakland Police Department, for a minimum of one (1) year, in his/her prior five (5) years of service as of the closing date of the application period for the Sergeant of Police promotional examination shall receive one (1) additional point to his/her cumulative raw score.
 - ii. Any employee serving in good standing as an active FTO, for the Oakland Police Department, in excess of two (2) years in his/her prior five (5) years of service as of the closing date of the application period for the Sergeant of Police promotional examination, shall receive two (2) additional points to his/her final score.
- g) Examinations shall be completed according to the following timeliness:

Rm
12/29/11

Sergeants: Ninety (90) days from the commencement of stage 1 to list publication.

Lieutenants: Sixty (60) days from the commencement of stage 1 to list publication.

Captain: Forty-five (45) days from the commencement of stage 1 to list publication.

- h) Upon written request of an exam candidate, the City will provide the candidate and the OPOA a copy of its multiple choice key review which provides explanations for actions taken on test questions which are challenged, mis-keyed, double keyed and/or eliminated.
- i) Nothing in this agreement shall preclude the OPOA and the City, after consultation prior to an examination, from mutually agreeing to alternate methods, dates or any other modifications to provisions of this agreement with regard to conduct of examinations, including but not limited to extending the time deadlines noted above.

9. Duration of Eligibility Lists. Eligibility lists established by promotional examinations shall be in effect for a period of ~~eighteen (18)~~ **twelve (12)** months. The list may be extended as defined in Section B. 1.

10. Certification of Eligibility to Fill Vacancies.

In the case of certification from a promotional list to fill a position, for which no reinstatement list exists, the Director of Personnel Resource Management shall certify to the appointing authority five (5) names. In the case of certification from such lists to fill multiple vacancies, the Director shall certify a number of names equal to the number of vacancies to be filled and four (4) additional names; provided, however, that a lesser number may be certified when there is not the required number on the eligible list.

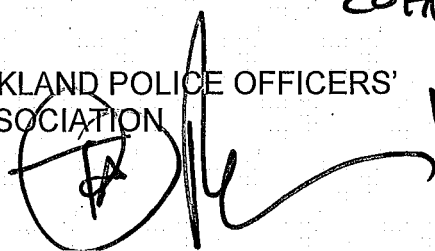
No person shall be certified from an eligible list more than six (6) times for the same or a similar position, except at the request of an appointing authority, provided that certification for temporary services shall not be counted as one of such certifications.

C. Dispute Resolution. If a dispute arises involving the interpretation or application of this Promotional MOU, that dispute shall be resolved as provided by the existing Grievance Procedure contained in the current MOU.

D. Term. This Promotional MOU shall become effective July 1, 2006 and shall remain in effect for a period of four (4) years, terminating on June 30, 2010.

CITY OF OAKLAND, a Municipal Corporation

OAKLAND POLICE OFFICERS' ASSOCIATION



**TENTATIVE AGREEMENT
OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 24 Tendered as part of package 13 October 2015

Issue: [New] – Parking

POA Related Proposals: 24

City Related Proposals:

Tentative Agreement:

Benée Mayne 10-30-2015
HA *W* *10/30/15*

PROPOSAL:

NEW

Member Parking

~~The Association has a contract with CalTrans for represented member parking near the Police Administration Building. The parking lot is at the corner of Martin Luther King and 5th Street, under the freeway. The City shall pay the cost of the current fees paid to CalTrans for the parking lot for the duration of this agreement.~~

The City and the Association shall continue good faith discussions regarding the City taking over the OPOA lease on the CalTrans owned parking lot near the Oakland Police Administration Building and the outcome of these talks are not to be subject to arbitration.

Passed from OPOA 5-28-2015

Oakland Police Officers' Association
MOU NEGOTIATIONS 2015

OPOA Proposal 23(A) Tendered to the City

Issue: Notification of Critical Incidents (NEW)

OPOA Related Proposals: 23

City Related Proposals: City Response to Proposal
from 21 May 2015

Tentative Agreement:

6/11/15 BM
6-11-2015

Proposal:

Notification of Critical Incidents.

Pursuant to existing Department notification procedures regarding critical incidents, the Oakland Police Department shall immediately notify the president of Oakland Police Officers' Association; or his/her designee of any critical incident involving a member. The notification shall not be delayed and can be made in conjunction with notifications made to the City's elected officials. For purposes of this section, a "critical incident" is one where the member or a third party has sustained serious or great bodily injury; been transported to a hospital; discharged his/her weapon; been involved in a vehicle collision; or, been involved in a use of force resulting in death or great bodily injury. For purposes of this section, a "critical incident" is one where the member has been involved in a reported level one use of force regardless of injury; a member has been in a vehicle collision that caused injury to any party, or a member required immediate hospitalization. Such notification shall occur via telephone call to the president or his/her designee.

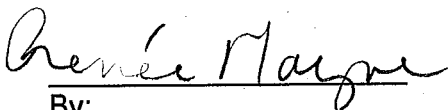
**Letter of Understanding
Between the
Oakland Police Officers' Association
and the City of Oakland.**

The parties acknowledge that during the negotiations for a successor MOU (MOU expired on June 30, 2015) they reached an accord on how to resolve the current dispute between the OPOA and the City concerning the City's claim that the City overpaid the OPOA for dental premiums as set forth in A below. The parties also agreed to continue to negotiate the terms of the dental provision of the MOU and absent an agreement arbitrate that issue as set forth in B below, and further referenced in Article V.2.B. *Dental Insurance* of the MOU. Specifically, on October 13, 2015, the parties agreed as follows:

- A. **"City Claim"** -The parties agree to arbitrate within 120 calendar days the dental claim with the OPOA in a separate, non-successor negotiation, non-MOU related arbitration. The parties will engage in mutual document discovery for this arbitration.
- B. **Dental Plan Reimbursement** – The parties agree to arbitrate within 120 calendar days separate from the City claim in A (above) that will determine the reimbursement claims and accounting methodology the parties should use under the current MOU language.
- C. **Dental Plan** – Current plan of reimbursement remains in effect unless the parties mutually agree to a change in plan."

Therefore, the parties affirm the October 13th agreement and that the 120 calendar days referenced above shall commence upon full ratification (first City Council reading).

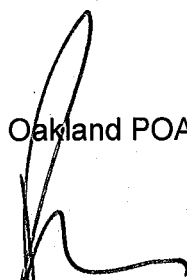
City Of Oakland



By:

Dated: October 30, 2015

Oakland POA



By:

Dated: 10/30/15

CITY OF OAKLAND PACKAGE SETTLEMENT WITH OAKLAND POLICE OFFICERS ASSOCIATION

OCTOBER 13, 2015 3:00 pm

1. **Wages** – City agree with OPOA final offer:

Tentative Agreement

	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019
Salary Increases	4% July 1, 2015	4% May 1, 2017	2.5% January 1, 2018	2.5% January 1, 2019
Equity Adjustments	2.5% January 1, 2016	1% January 1, 2017	1% January 1, 2018	2% July 1, 2018
Total Wage and Equity Adjustments	6.5%	5%	3.5%	4.5%
Additional PERS Contributions	2% January 1, 2016	1% January 1, 2017	0%	0%

*10/13/15
3:30
RM*

2. **Health Care** – City will sign a tentative agreement on OPOA October 8, 2015 counter proposal regarding reopener: A. Reopener in years 3 and 4, and B. Reopener must be exercised between January 1 and March 1.

3. **Appendix B Training Recoupment** – OPOA will sign tentative agreement on City's October 8, 2015 proposal.

4. **Vacation** – OPOA withdraws proposal No. 28 dated May 14, 2015.

5. **Retiree Medical** – City will sign a tentative agreement on OPOA proposal No. 12.

*10-13-2015
RM*

6. **Parking** – City counter proposes to continue good faith discussions with OPOA regarding the City taking over the OPOA lease on the CalTrans owned parking lot near the Oakland Police Administration Building, and that the outcome of these talks not be subject to arbitration.

7. **Radio Room and Standby** – The City agrees to limit involuntary, compulsory standby to fourteen (14) full days per year for officers not assigned to the Criminal Investigation Division and Internal Affairs. This offer is in exchange for reassigning the four (4) positions held by sergeants in the Radio Room, to civilian supervisors.

8. Dental Plan:

A. City Claim - The City counter proposes to arbitrate within 120 calendar days the dental claim with OPOA in a separate, non-successor negotiation, non-MOU related arbitration. The City proposes the parties engage in mutual document discovery for this arbitration.

B. Dental Plan Reimbursement – The City counter proposes to arbitrate within 120 calendar days separate from the City Claim in A. above that will determine the reimbursement claims and accounting methodology the parties should use under the current MOU language.

C. Dental Plan – Current plan of reimbursement remains in effect unless the parties mutually agree to a change in plan.

OPMA Tentative Agreements

OAKLAND POLICE
MANAGEMENT ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 1

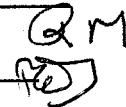
Tendered to the City 30 APRIL 2015 

Issue: Article III Section C – Police Officer Trainee Pay

RM

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: 30 APRIL 2015 

PROPOSAL:

ARTICLE III DIRECT PAY FOR SERVICE

~~C. Police Officer Trainee Pay~~

~~For those employees hired on or after July 1, 2011, those classified as Police Officer Trainee will receive a salary that is fifteen percent (15%) less than the new first step established in Article III, Section B of this MOU~~

OAKLAND POLICE
MANAGEMENT ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 3

Tendered to the City 30 April '15
D. Qm

Issue: Article V Section F - Retiree Medical Liability

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: Renee M. 10-30-2015

PROPOSAL:

IN @ 10/30/15

Retiree Medical Liability

The parties agree that the provisions of the MOU may be reopened by either party in order to address the funding and payment of any identified unfunded liability, future liability and the associated and underlying payment for other post-employment benefits (OPEB). During the term of this MOU, the OPMA shall participate in discussions undertaken by the City with employee representatives of other bargaining units. Any change directly affecting compensation as provided by this MOU will have an effective date of on or after July 1, 2010.

OAKLAND POLICE
MANAGEMENT ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 2

Tendered to the City 30 APR 15 RM

⁷
Issue: Article VII Section H – Holidays

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement RM 7-6-2015

PROPOSAL:

RM 7/6/15

Holidays

~~For Fiscal Years 2012/2013, 2013/2014, and 2014/2015 employees shall receive no additional holiday pay for September 9th, known as "Admissions Day." Employees who work Admissions Day will receive straight time pay. Those employees who do not work Admissions Day will not receive holiday compensation.~~

OAKLAND POLICE
MANAGEMENT ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 6

Tendered to the City 30 April '15

Issue: Article VII Section H 2 – Floating Holiday



POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: 4 Jun '15

PROPOSAL: Qr1 6-4-2015

Floating Holiday

The City agrees to credit each employee with eight (8) hours of compensatory leave at the beginning of each year this MOU is in effect.

~~For Fiscal Years 2012/2013, 2013/2014, and 2014/2015 employees shall receive no credit of eight (8) hours of compensatory time at the beginning of each fiscal year.~~

Article VII LEAVES AND HOLIDAYS

Holiday Pay

All bargaining unit members will be paid eight (8) hours of straight time for each holiday as defined in Article VII Section H.

In addition to the straight-time holiday pay, if the member works on the holiday, the employee shall be paid for all hours worked at the ~~overtime rate of time and one-half~~ (1.5) straight-time rate of pay.

Renée Mayne 10-30-2015

*TD W
10/30/15*

OAKLAND POLICE
MANAGEMENT ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 5

Tendered to the City 30 April 15

Issue: Article VII Section H 4 – Six Holidays (Concession)

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: SM 7-6-2015

PROPOSAL:

~~Unpaid Holidays During FY 2009-2010, 2010-2011, and 2011-2012~~

~~For six holidays in the three fiscal years cited above, employees shall receive no pay for holidays that are not worked and shall only receive straight time pay for holidays that are worked.~~

~~The six unpaid holidays shall be designated by the Chief of Police after consultation with the Union.~~

~~This entire provision (VII.H.4) will expire on June 30, 2012.~~

**OAKLAND POLICE
MANAGEMENT ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 14

Tendered to the City

5/14/15
RM

Issue: Article IX Section B – Tuition Reimbursement

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: RM 10-13-2015

PROPOSAL:

Tuition Reimbursement

The City shall reimburse, upon notice of completion, an employee for the cost of a job-related academic course, approved in advance by the Chief of Police or his/her designated representative, in accordance with the following table:

GRADE REIMBURSEMENT:

A - 100% of the cost of a course.

B - 75% of the cost of a course.

C - 50% of the cost of a course.

An employee failing or not completing a course, or receiving a grade lower than C, shall not be reimbursed. In the event that the course is graded on a Pass/Fail basis, reimbursement shall be made at fifty percent (50%) of the cost of the course. An employee shall be allowed to take up to two (2) courses eligible for reimbursement at any one time. The combined cost of the courses shall not exceed the cost of part-time enrollment (0-6 units) in the California State University System at the **current** tuition rate ~~applicable as of Spring 2008~~ (semester and quarter). The employee shall be required to provide proof of registration costs at the time they seek reimbursement. Tuition Reimbursement will be paid through regular payroll check or in a manner specified by the City.

**CITY OF OAKLAND AND OAKLAND POLICE MANAGEMENT
ASSOCIATION**

LABOR NEGOTIATIONS 2015

TENTATIVE AGREEMENT

OPMA Proposal: # 9~~a~~ Tendered to City: 04/30/2015

Issue: Employee Assistance Programs

OPOA Related Proposals/Counters: OPOA Proposal 6(A), tendered to City on 06/11/2015

Tentative Agreement 2015 7-6-2015

Article No. X.A – Employee Assistance Programs

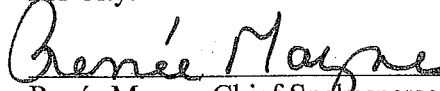
PROPOSAL:

Same as OPOA Tentative agreement. (See attached).

For OPMA


Rocky Lucia, Chief Spokesperson

For City:


Renée Mayne, Chief Spokesperson

Date:

7/6/15

Date:

7-6-2015

**OAKLAND POLICE
OFFICERS' ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 6 (A)

Tendered to the City

6/11/15 *Qm*

Issue: Article IX Section E – Psychological Counseling & Substance Abuse

POA Related Proposals: _____

City Related Proposals: 35

Tentative Agreement: *Qm*

PROPOSAL:

6-22-2015

6/22/15

E. Employee Health Assistance Programs

1. Psychological Counseling

The City agrees to provide the services outlined and detailed in the attached exhibit _____, for the term of this agreement. ~~psychological counseling program for unit members. City agrees to pay the annual cost of providing psychological counseling services to employees and/or dependents. It is understood that the City contribution is intended to provide a maximum of twelve (12) counseling sessions per employee per year. In the event that a change in current provider is contemplated, Association President or his/her designee will represent Association on the selection committee. The City agrees to maintain confidentiality of medical records as provided by law. No data concerning this information or participation in any approved employee assistance program will be made part of the bargaining unit member's personnel file or will be provided to any party without the written consent of the bargaining unit member.~~

2. Substance Abuse Treatment Program

a. Substance Abuse Counseling

The City agrees to provide the services outlined and detailed in the attached exhibit _____, for the term of this agreement. ~~in-patient and out-patient treatment for alcohol and drug abuse for bargaining unit members, as determined by the Employee Assistance Program Coordinator. The cost of such services shall be limited to an aggregate lifetime benefit of \$30,000 or a maximum of two counseling programs, whichever is less, per eligible employee. Treatments must be authorized by the City of Oakland Employee Assistance Program Coordinator.~~

b. Confidentiality Agreement

All information obtained in the course of examination, rehabilitation and treatment of bargaining unit members with chemical dependency program shall be protected as confidential medical information. No data concerning this information or participation in any approved rehabilitation program will be made part of the bargaining unit member's

personnel file or will be provided to any party without the written consent of the bargaining unit member.

3. Modification of Service Agreements. In the event that the provider(s) are unable to deliver the specific and detailed services currently identified in the contracts with the City, or the services are no longer available through any provider, the parties will meet to either modify the existing agreements or secure a new provider.

**OAKLAND POLICE
MANAGEMENT ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 10A

Tendered to the City 6 July 2015

Issue: Article X Section C a. – Reduction in Force Seniority Credit

POA Related Proposals: 10

City Related Proposals: _____

Tentative Agreement:

RM 7-6-2015

PROPOSAL:

W 9/6/15

a. Seniority Credit

Credit in the class of layoff shall be granted at the rate of one point for each month of service in that class or in any class higher in the Police Department in a promotional line of progression. Credit in a class that has been abolished, combined, divided or otherwise altered shall be granted at the same rate when the Personnel Director determines that such class was equal to or higher in level than the class of layoff; otherwise credit for service in such class shall be computed at the rate of one-half point per month. Service that is less than full-time shall receive seniority credit on a pro-rata basis.

^{of RM}
In the event of a reduction in force Deputy Chiefs, seniority shall not prevail.

~~This article shall not apply to members holding the rank of Deputy Chief.~~

OAKLAND POLICE
MANAGEMENT ASSOCIATION
NEGOTIATIONS 2015

OPOA Proposal # 4

Tendered to the City 30 APR 2015 RM
BSD

¹⁰
Issue: Article X Section I – New Hires

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: RM 7-6-2015

PROPOSAL: RM 7/6/15

New Hires

~~The Association and the City agree to discuss compensation and benefits for new hires through the term of this MOU. Any modifications to wages and/or benefits for new hires shall be subject to mutual agreement. Such discussions shall not be deemed, nor shall constitute a reopener of the MOU, nor lead to impasse proceedings.~~

**OAKLAND POLICE
MANAGEMENT ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 12A

Tendered to the City 6 July 2015

Issue: Article XI Section A – Grievance Procedure

POA Related Proposals: 12

City Related Proposals:

Tentative Agreement:

PROPOSAL:

[Handwritten signatures and dates: "10/30/15" and "Renée Mayne 10/30/15" are visible over the signature lines.]

Definition

A grievance is hereby defined as any dispute which involves the interpretation or application of this MOU, or disciplinary action taken against an employee, or controversy concerning the application of Departmental rules or general orders which are within the scope of bargaining.

It is the expressed intent of the parties that employees shall receive fair treatment and shall be disciplined only for just cause. The Department/City shall thoroughly and adequately investigate all allegations and comply with the members' due process rights. Grievances shall be resolved expeditiously and at the lowest possible administrative level. No grievance filed by an employee, pursuant to the provisions of this Article, may be resolved inconsistent with the terms of this MOU.

Chief (N)
Members holding the rank of Deputy shall be allowed to avail themselves of the grievance procedure except in the reduction of rank to prior rank.

~~This article shall not apply to members holding the rank of Deputy Chief.~~

**OAKLAND POLICE
MANAGEMENT ASSOCIATION
NEGOTIATIONS 2015**

OPOA Proposal # 11

Tendered to the City

3 April '15 RM

Issue: Article XI Section B – Election of Grievance Appeals Process

POA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: *4 Jan '15*

PROPOSAL:

RM 6-4-2015

B. Election of Grievance Appeal Process

Disciplinary action, defined as written reprimand, suspension or termination, imposed upon an employee may be appealed through the Grievance Procedure as set forth in Section C of this Article. Alternatively and only in the case of a suspension, fine, demotion, or disciplinary discharge, the affected employee may submit his/her appeal directly to the Civil Service Board in accordance with Section 3, Subsection 6, of the Personnel Ordinance (Ordinance No. 8979 C.M.S. as amended). This provision does not preclude an appeal of a written reprimand to arbitration pursuant to Section C of this Article. ~~It is understood that no bargaining unit member shall be suspended for a period of less than forty (40) hours.~~ Nothing in this MOU is intended to limit individual employee rights and alternate appeal processes under the PSOBR.

THANK YOU