

**CONFIDENTIAL**

**OPOA & City of Oakland  
Proposed Concession Framework  
MOU Extension  
June 22, 2011**

The following represents a proposed framework for a concession agreement between the OPOA and the City of Oakland. The OPOA is not waiving the terms of the current MOU and the tendering of this proposal does not constitute a reopener. All references to the "OPOA" shall include all employees represented by the OPOA, including the Oakland PMA.

- **Wages**
  - The original arbitration award of a 4% COLA due to the OPOA on Jan 1, 2013 shall be paid as follows:
    - 2% July 1, 2014
    - 2% Jan 1, 2015
- **Employee Pension Contribution (EPMC)**
  - July 1, 2011.– All members shall pay the Employer Paid Member Contribution (EPMC) of 9%.
- **Holidays**
  - Existing holiday concession expires as scheduled June 30, 2012
  - Two (2) holidays (Floating holiday & Admission Day) conceded to city each of the following years: FY2012/2013, FY2013/2014, and FY2014/2015.
- **MOU Term**
  - The terms of this proposal will be memorialized along with the current MOU into a MOU which shall expire on June 30, 2015.
- **Job Security**
  - No layoffs for the duration of the MOU.
  - No rank reversions for the duration of the MOU.
  - Layoff / rank reversion provision does not apply to demotion or termination based on disciplinary proceedings.
  - No furloughs
  - For the duration of the MOU there shall be no annuitants employed at OPD, except for the existing seven (7) individual annuitants currently working in IAD and OIG on NSA-related compliance issues.

- City and OPOA resolve pending grievance arbitration concerning assignment of sergeants in the radio room. For duration of MOU, Sergeants will supervise dispatch radio room. Effective August 1, 2011.
- **Patrol**
  - Maintain the 4/10 shift as the core shift in patrol for duration of MOU. No 5/8 shifts for patrol for the duration of the MOU.
  - OPOA withdraws its demand for minimum staffing.
- **Sick Leave Incentive Resolution to current sick leave grievance.**
  - At the time of ratification all time in members' secondary/"virtual" sick time banks shall be converted at 50% to vacation time.
  - Thereafter, members' sick leave banks in excess of 480 hours shall be converted annually in January 50% to vacation time.
  - At termination of service members' sick leave banks shall be cashed out on a 50% basis.
- **Supervisory Notes**
  - The members of the OPOA shall be provided access to their respective supervisory notes files.
- **Written Reprimands**
  - Maintain *status quo ante* of ability to appeal written reprimand and Department must adequately investigate all allegations and comply with members' due process rights.
- **Concession Termination**
  - Concessions in this agreement shall be non-precedential and shall not be introduced in any future collective bargaining or interest arbitration, for any purpose, by either party. The provisions of this agreement and any MOU incorporating the agreement shall not be subject to change in the event the City declares a fiscal emergency.
  - Should the City Council (or any council committee) support, endorse, sponsor, calendar, or vote to place on the ballot, any measure to eliminate or modify existing provisions of City Charter Section 910, as it applies to the OPOA, the economic concessions identified herein will be null and void for the term of the MOU and the terms in the current MOU will control.
- **Ratification**
  - Any agreement arising out of this proposal is subject to:
    - An affirmative vote of the OPOA Board of Directors;
    - An affirmative vote of the OPOA membership
    - Review of the City finances by the OPOA financial experts; and
    - Approval of the Oakland City Council.

Handwritten signatures and initials, including a large signature that appears to be 'A. [unclear]' and other initials like 'HP' and 'DL'.

• **New Hires**

- July 1, 2011 new hires entitled to 3% at 55 retirement formula
- 3 year average rather than single highest year
- First step only, reduced 10%
- Police Officer Trainee will receive a salary that is 15% less than the new first step
- The OPOA and the City will agree to continue to discuss compensation and benefits for new hires through the term of the MOU. Any modification to wages and / or benefits for new hires shall be subject to mutual agreement. Such discussion shall not constitute a reopener of the MOU, nor lead to impasse proceedings.

• **Equitable Concessions**

- The OPOA concessions are contingent upon all other bargaining units making concessions of equal or greater value.

*This proposal is provided on a confidential basis and shall be disclosed only on a need-to-know basis.*

City

7/14/11

OPOA

7/14/11

Lauranna Preston

Benj. Dant.

14 Jul '11

[Signature] 7/14/11

[Signature] 14 Jul '11

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7/14/11