

MEMORANDUM OF UNDERSTANDING

Between

ORLAND POLICE OFFICERS ASSOCIATION

And

CITY OF ORLAND

July 1, 2025 – June 30, 2026

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into between the City of Orland (hereinafter referred to as "City") and the Orland Police Officers Association (hereinafter referred to as OPOA) pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.). This memorandum is intended to supersede only those provisions of the City of Orland Personnel Rules and Regulations (adopted April 23, 1979) that directly conflict with specific provisions of this memorandum. All other provisions of the City of Orland Personnel Rules and Regulations shall apply directly to members of the OPOA.

SECTION 1 - General Provisions - Definitions:

- A. Employer: The term "Employer", as used herein, shall refer to the City of Orland
- B. OPOA: The term "OPOA" shall refer to the Orland Police Officers Association.
- C. Employee: The term "Employee" shall refer to all full-time employees of the City of Orland Police Department in the following classifications: Police Officer, Police Sergeant, Clerk / Dispatcher, Record and Communication Supervisor and CSO/ Evidence Technician, who are members of the OPOA.
- D. Personnel Manual: The term "Personnel Manual" shall refer to the City of Orland Personnel Rules and Regulations adopted by Resolution 79-10 on April 23, 1979, and as amended to date.

SECTION 2 - Recognition:

The City recognizes the OPOA as the exclusive bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions and other terms and conditions of employment for all employees of the Orland Police Department. Henceforth all provisions of the City of Orland Employer / Employee Relations Resolution 82-21 shall apply to all employees and the OPOA. Both parties recognize their initial obligations to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of the City. Both City and OPOA agree to keep duplicate originals of this agreement on file in a readily accessible location, available for inspection by any City employee, or member of the public, upon request.

SECTION 3 - Payroll Deduction

City agrees, upon written request of the employees involved, to deduct dues established by the OPOA from the salaries of its members. The sum so withheld shall be remitted by city monthly directly to OPOA along with a list of employees who have had such amounts deducted. OPOA agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members to the treasurer, not later than the 20th of the month.

SECTION 4 - Scope of Representation

- A. The City and the OPOA may, by mutual agreement, meet and confer on matters that are not required or prohibited by this memorandum.
- B. Upon written request and within 20 calendar days the OPOA shall have the right to meet with the City's authorized representatives and the City shall have the right to meet with the OPOA's authorized representatives for any matter which may be the subject of meet and confer sessions for the period beginning after the implementation of this agreement. This Memorandum of Understanding embodies all modifications on salaries, hours, employee benefits, and other terms and conditions of employment for the term thereof, at which time this MOU terminates or re-opens.
- C. If the representatives of the City and the OPOA reach agreement, they shall jointly present to the City Council for its consideration and adoption a written memorandum of such understanding, for any matters that may be the subject of meet and confer sessions for the period beginning after the expiration of this agreement.
- D. The City may adopt reasonable rules and regulations after consultation in good faith with the representatives of the OPOA concerning the administration of employee relations under this memorandum except as otherwise provided by law.
- E. The terms, conditions, and provisions of this MOU shall continue in effect until agreement is reached on a successor MOU or, absent agreement, until a successor MOU is imposed.

SECTION 5 - Management Rights

The employer retains the exclusive right to manage the City. All the rights, powers, functions, and authority of the employer which it had prior to the time the OPOA became the representative of the employees and which are not limited or modified by specific provisions of the Memorandum are retained by the employer. The employer specifically retains the right to manage and supervise its employees as follows:

- (1) To hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge, or take other disciplinary action against employees in accordance with the provisions of Skelly v. State Personnel Board, the Public Safety Officers Bill of Rights, and the Meyers-Milias-Brown Act.
- (2) To lay off or demote employees from duties because of lack of work, lack of funds, in the interest of economy or other legitimate reasons.
- (3) To determine policies, standards, procedures, methods, means, and personnel by which the City operations are to be conducted.
- (4) To take whatever action may be necessary to carry out the mission of the City in emergency situations.
- (5) Nothing in the MOU shall be construed to interfere with the City's right to manage its operations in the most economical and efficient manner consistent with the best interest of the City and all citizens, taxpayers, and employees of the City.

SECTION 6 - Employee Rights

- A. The OPOA recognizes its obligation to cooperate with the employer to assure maximum service of the highest quality and efficiency to the citizens of the City consistent with its obligation to the employees it represents.
- B. Employer and OPOA affirm the principle that harmonious employer-employee relations are to be promoted and furthered. When a person is hired in any of the covered job classification, the City shall notify that person that OPOA is the certified representative for the employees and shall notify OPOA of such hiring.

- C. Elected officers of the OPOA shall have reasonable access to employees, provided such access does not interfere with City business. Reasonable access shall include, but not be limited to (1) Use of City bulletin boards. (2) Use of employee's information boxes. (3) Use of Carnegie Center for meetings, with prior approval of the City Clerk to arrange scheduling. Department heads and first-line supervisors will be notified by the employer of the provisions of this section.

SECTION 7 - No Discrimination

Consistent with Federal and State law it is agreed that neither the City nor OPOA shall discriminate against any employee because of race, national origin, age, sex, qualified handicap, or OPOA membership.

SECTION 8 - Prevailing Rights

The provisions of this Memorandum of Understanding together with those rules that were in existence prior to this agreement, which are within the scope of representation, shall constitute the wages, hours, and working conditions of those employees in the bargaining unit.

SECTION 9 - Scope of Agreement

The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of said rights and opportunities are set forth in this agreement. Therefore, for the life of this agreement, the City and OPOA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this agreement.

SECTION 10 - Work Action

No work stoppage, strike, or slow-down as determined by the City shall be sanctioned by the OPOA while OPOA is the exclusively recognized employee organization and no lockouts shall be made by the City. If a work stoppage, strike, or slow-down occurs then OPOA shall be responsible to urge its members to return to work. Any employee participating in such stoppage, strike or slow-down shall be immediately terminated from City employment and forfeit all rights and benefits of such employment. OPOA sanction of such stoppage, strike, or slow-down shall result in the City's withdrawal of recognition and all rights appurtenance thereto by the City.

SECTION 10B – SB-2 Acknowledgement

As a condition of employment, OPOA members who are sworn peace officers, as defined by PC section 830.1, shall maintain current POST certificates or a current Proof of Eligibility.

SECTION 11 - Term of Agreement

This Memorandum of Understanding shall be effective on July 1, 2025 and shall expire at midnight on June 30, 2026.

SECTION 12 - Educational, Longevity and Incentive Allowances

The City shall pay the following educational, longevity and incentive allowances:

The city will pay an incentive to employees in the classifications of Police Officer and Sergeant, who are employed full-time by the City, in accordance with the following plan:

- 1% of base salary for an Associate Degree.
- 3% of base salary for employees with conversational bilingual skills.
- 2% of base salary for a Bachelor's Degree
- 2.5% of base salary for a POST intermediate certificate.
- 5% of base salary for a POST advanced certificate.

The incentives shown above shall be cumulative. Associate Degree and Bachelor's Degree are not stackable.

Employees in the classification of "Police Officer", when assigned in writing by the Chief of Police to serve as a Field Training Officer (FTO), shall, in addition to regular pay and incentives, receive a 5% premium for the duration of such assignment.

Regular full-time and part-time employees shall receive an increase of 2.5 (two point five) percent above their current salary rate upon completion of 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty-five), and 30 (thirty) full consecutive years of employment.

All employees assigned to work in a capacity out of class, i.e., Police Officer assigned as an “Acting Sergeant”, or Sergeant assigned as an “Acting Chief”, etc, for a period of more than 21 days, shall receive a 5% premium for the duration of such assignment.

SECTION 12B – Fitness Reimbursement

The City will reimburse employees for 50% of gym or fitness club membership costs, not to exceed \$50 / month (\$600 / year).

SECTION 13 - Wages

Effective July 1, 2008 Sergeant salary shall show a 5% increase between Step 5 of Police Officer salary and Step 1 of Police Sergeant salary. Beginning July 1, 2019 all steps on the Police Officer, CSO/Evidence Tech, Records Supervisor, and Dispatch/Records Clerk salary schedules will have 5% increase between each step. Effective 7/1/2023, there shall be an increase of 7% between steps 4 and 5. All steps on the Police Sergeant salary schedule will have a 3% increase between each step.

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Wage will be equivalent to the salary for CSO – Step 1 for prospective new employees. For existing employees, wage will be equivalent to the CSO Step which most closely corresponds to the employee’s current wage.

Effective July 1, 2025 raise the base pay salary of all negotiated positions by two (2) percent. (SEE APPENDIX A – Page 1)

City agrees to meet and confer with OPOA regarding salary increases only in January 2026 based on actual general fund revenues received from 7/1/2025 through 12/31/2025 compared with projection over that same period.

The City will continue to provide direct deposit payroll where the deposit is made to a financial institution of the employee’s choosing.

SECTION 13B – Shift Differential

Employees shall receive shift differential pay in the amount of \$0.75 per hour for swing shifts and graveyard shifts worked. These shifts are defined as any shift in which more than 50% of the scheduled work hours are between the hours of 1700 and 0700.

SECTION 14 - Workday and Workweek Period

Work periods shall be 14 days and 80 hours.

The regular workdays for sergeants and police officers shall be one of the following:

- A. Ten (10) hour shift, inclusive of mealtime. Workweeks for these positions shall be scheduled by the employer to provide four (4) consecutive days on-duty and three (3) consecutive days off-duty, excluding days involving shift changes.
- B. Twelve (12) hour shift, inclusive of mealtime. Workweeks for these positions shall be scheduled by the employer to provide three (3) consecutive days on-duty and four (4) consecutive days off duty, excluding days involving shift changes. The employee will also be required to work one (1) eight (8) hour shift during the work period to complete the 80 hour work period. This extra shift will be scheduled by the employer to be the day prior to or the day following a regular work day.
- C. Ten (10) hour shift, inclusive of mealtime. Workweeks for these positions shall be scheduled by the employer to provide alternating blocks of five (5) consecutive shifts and three (3) consecutive shifts, excluding days involving shift changes and/or training. The blocks of shifts will be separated by alternating blocks of four (4) consecutive days off duty and two (2) consecutive days off duty, excluding days involving shift changes and/or training.

The regular workdays for the non-sworn employees shall be eight (8) hours, exclusive of mealtime. The workweek for this position shall be five (5) consecutive days, Monday through Friday.

Any shifts that are scheduled outside of the workweek defined in the MOU shall be compensated at the standard overtime rate, excluding days involving shift changes, or days involving scheduled training for the affected employee.

The regular workdays for employees classified as “Police Officer – Academy Recruit” shall be scheduled by the POST Basic Law Enforcement Academy Coordinator, exclusive of mealtime. The workweek for this position may be scheduled up to seven (7) consecutive days as deemed necessary and appropriate by the Academy Coordinator.

At-Home K9 Care Compensation

Employees assigned to the maintenance and care of an OPD Police K9 shall be compensated for thirty (30) minutes for each day they are responsible for the grooming, cleaning, feeding, exercising, and maintaining of the K9 and its kennel. The OPOA agrees that 30 minute per day is the complete and total amount of such at-home K9 Care compensation. If the 30 minutes are outside of the employee’s defined workday, the time will be compensated at the standard overtime rate. If the employee is responsible for at-home K9 care on a day that the employee has taken vacation or sick leave, the employee shall be compensated at a rate of thirty (30) minutes each such day at their standard pay rate.

To the greatest extent possible, the thirty (30) minutes of at-home K9 care compensation shall be built into the employee’s workweek such that the employee providing such at-home K9 care should not typically receive overtime compensation for at-home K9 care.

SECTION 15 - Health Insurance

City will provide the equivalent to Health Net Premium for medical insurance coverage.

The City of Orland will contribute the actual cost of health insurance coverage, as specified in the City's Health Plan Contract. City retains the right to change coverage and provider, subject to meeting and conferring with OPOA.

The City will provide the Silver plan through Golden State Risk Management Association effective January 1, 2017. The City will also provide GAP insurance coverage in combination with the Silver plan. The City agrees to pay 100% of the premium costs of these plans for eligible employees and their dependents.

The City and the employees shall share in any cost increases and/or decreases from the previous year’s cost to the Silver plan with GAP coverage provided in this SECTION 15 as follows: Employees: 50%; City: 50%.

Provided, however that increases to employees shall not exceed \$25/month per employee in any contract year and shall not exceed \$50/month per employee over the MOU term.

OPOA and the City both recognize that the intent of this agreement is to ultimately reach equal cost sharing of the increases in cost to medical insurance for employees and their families provided by the City.

The City will fund a city-administered Health Reimbursement Account for out-of-pocket out-patient medical procedure expenses available to those enrolled in the Silver + GAP insurance plan.

The City will provide access to the PPO Platinum Plan through Golden State Risk Management Association. Employees choosing this plan will pay any costs in excess of the combined premium cost of the Silver plan with GAP coverage for that employee and dependents.

Effective January 1, 2011 the City will provide Delta Dental and VSP vision coverage for all employees within this union through Golden State Risk Management Association.

For any employees who opt not to accept medical coverage from the City and who show proof of coverage, the City will contribute per month an amount equal to the City's cost of medical insurance (minus GAP) for a single employee to a deferred compensation plan or paid directly to the employee.

Retiree Medical Plan

Upon completion of twenty (20) years of service to the City of Orland, and upon retiring from City service, employees who hired prior to July 1, 2013 and were non-sworn, regular full-time employees shall be eligible to receive a contribution of one percent (1%) for each year of City service (contribution) applied toward the cost of the employee-only medical premium. This benefit expires when the employee/retiree qualifies for Medicare.

Eligible employees may, instead of the above, direct the City to pay the dollar amount of the contribution to an identified health benefit provider. The eligible employee making that election shall provide the City with payment directions.

Retiree Medical Trust (RMT)

- A. Participation. The Association will establish participation in a retiree medical plan administered by the PORAC Retiree Medical Trust, and the cost of establishing the Trust shall be at no cost to the City. The City is not a party to the Trust, aside from transferring funds, and has no obligations to the management, regulatory compliance or performance of the Trust.

B. Payroll Contributions to the PORAC Retiree Medical Trust. The City will comply with rules and policies set by the Trust Office in regard to payment of contributions.

- 1) Employee Contributions. The City will transfer a mandatory pre-tax employee contribution of \$50.00 per pay period for each employee hired by the employer on or after July 1, 2025, and currently working in the bargaining unit represented by the Association. As the same predetermined dollar amount will be contributed on each employee, no employee election forms designating the amount will be needed, allowed or requested; and there shall be neither an employee election to opt in or out of employee contributions, nor to determine the amount of the contribution.
- 2) Employer Contributions. The City will transfer a pre-tax employer contribution of \$50.00 per pay period for each employee hired by the City on or after 7/1/2025, and currently working in the bargaining unit represented by the Association.
- 3) Retirement Credit. The contributions shall be included as salary for purpose of calculating retirement benefits.
- 4) Remittance of Employee and Employer Contributions. The contributions discussed in this section shall be paid by ACH transfer to the Trust's bank account in accordance with the rules set by the Trust Office.
- 5) Deadline to Remit Employee and Employer Contributions. The contributions discussed in this Section B shall be remitted to the Trust as required herein no later than 30 days after the payroll payment date.
- 6) Late Contributions. If the contributions required under this MOU are paid later than the 90th day after the payroll payment date to which the contributions are related, interest will be charged to the City on all contributions at the rate provided by applicable law, for the period starting with the payroll payment date.

- C. Reporting and Audit rules. The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and transferring the required contributions set forth above.

1) Demographic Information Report and Updates.

- a. Initial Report. The City shall electronically provide an initial report of demographic information, which shall include: Social Security Number (or unique identifier), first name, last name, gender, address (city, state, zip code), contact information (email address and phone number), birth dates, and hire dates, for all participating employees.
- b. Updates. The City shall send updates to this information to the Trust Office whenever the City has notice of changes to the information and also whenever the City has a newly hired employee included in the Regular Contribution Report, or has dropped a terminated employee.
- c. Deadline. The City shall send the Demographic Information Report under this Section C.1 within 15 days of the first contribution to the Trust. The City shall send updates to this report within 15 days of receipt of the updates to the information included in the Demographic Information Report or within 15 days of including a new employee on the Regular Contribution Report. This Demographic Information Report shall be furnished in the format that the Trust Office requests.

2) Regular Contribution Report. The City shall electronically submit to the Trust Office a Regular Contribution Report with each transfer of contributions to the Trust. This Regular Contribution Report shall be sent in the format requested by the Trust, and received by the Trust Office within five (5) days of each receipt of contribution funds. This Regular Contribution Report shall include the data that the Trust Office requests concerning employees and contributions, including at least:

- a. Leave funds. Identify the employees receiving a transfer of leave funds to the Trust and the amount received on behalf of each employee; and
- b. Terminations. The reason that an employee was dropped off of the Regular Contribution Report, e.g., involuntary termination, voluntary termination, retirement, resignation, promoted out of bargaining unit, leave without pay.

- 3) Failure to Provide Reports. The City hereby acknowledges that the Trust may refuse to accept contributions or take other legally permissible actions with respect to the City's contributions and employees' benefits from the Trust if the City does not comply with the Trust Office's rules regarding the aforementioned contribution reports.
- 4) Payroll Audit. The City and OPOA hereby acknowledge receipt of the Trust Agreement governing the Trust and will cooperate with the Trust in allowing a payroll audit for the purpose of ascertaining if the proper amount of contributions have been made. The City and OPOA shall timely cooperate with the Trust Office's audit rules and any requests made or authorized by the Trust's auditor.

- D. Exclusive purpose of Trust. The monies contributed to the Trust shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no employee election/option available to take such amount in unrestricted cash.
- E. Separate trust. The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any City health insurance funding program, unless changed by mutual written agreement of the parties.

Addition: The Association shall have the option, during the term of this Agreement, to direct City to prospectively increase the employee contribution rate in Section B(1) by some multiple of \$25 for each employee, or to increase the percent of the mandatory employee leave contribution in Section G(1), subject to approval of the Association members according to the Association's internal rules and as long as the modification is mandatory for all employees covered by this Agreement. The Association will give the City 90 days' notice of a change in employee contributions.

- F. Renewal or Ratification of Memorandum of Understanding. Following the renewal or ratification of this Memorandum of Understanding, the City or OPOA shall electronically send the executed Memorandum of Understanding to the Trust Office within 14 days of such renewal or ratification. At the same time, the City and OPOA shall each provide the Trust Office with the name, phone number, and email address of the person(s) that the Trust Office should contact with any questions regarding the Trust.

G. Vacation and/or Sick Leave Transfers to Trust. The City and the OPOA agree that the City will make the following transfers, on a pre-tax basis, to the Trust on behalf of every employee in the Defined Class:

- 1) Options to Direct Leave Transfer. The employee shall have the option to contribute the amount of sick leave transfers identified in Section G(1) above to the Retiree Medical Trust, to a qualified 457 plan, or to use the sick leave hours for service credit at retirement. The employee shall not have the option to receive a cash payout for the value of the accrued leave amount contributed to the Trust in lieu of making contributions to the Trust or to one of the other options listed in this paragraph.
- 2) Remittance of Leave Contributions. The City shall transfer the accrued leave payments in accordance with the rules set by the Trust Office for the duration of the Memorandum of Understanding. Such accrued leave payments shall be remitted, in one aggregate payment as directed by the Trust Office within 30 days of the date the payment would have been payable to the employee.

SECTION 16 - Sick Leave

All employees shall be eligible to accrue one (1) day of sick leave per month. Sick leave shall not be considered as a right that an employee may use at his discretion, but shall be allowed only in case of necessity and actual personal sickness or disability.

Effective July 1, 2001, the parties added the following amendment: "Unused sick leave may be accumulated in an unlimited amount."

The amendment shown above shall not affect present retirement policy concerning sick leave cash out, in that employees retiring with twenty or more years of service with the City will receive one-half of their accumulated sick leave based on a maximum accumulation of 1200 hours. Accumulated hours in excess of 1200 shall not be considered when implementing sick leave cash out provisions.

Per Resolution 94-07 the Orland City Council indicated how the sick leave payout would be handled: "Employees retiring with more than twenty years or more service with the City of Orland will receive one-half of their accumulated sick leave. This money would be paid over eighteen months and the employee would have the option of having this money used to pay their health insurance premiums."

SECTION 16B – Catastrophic (Sick) Leave:

- A. Unit members who have exhausted all sick leave and other time off may use Catastrophic Leave under the following provisions:
 - 1. Catastrophic Leave shall begin no sooner than the eleventh (11th) work day of absence, and only after all other personal accumulated sick leave and other paid time off has been exhausted.
 - 2. Maximum leave is not to exceed six (6) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.
- B. To request Catastrophic Leave, the unit member or his/her designee, shall submit a request to the City Manager stating the facts which support a need for such leave.
 - 1. To qualify for such leave, the employee will have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employees' family which incapacity requires the employee to take time off from work for an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
 - 2. A "member of the employees' family" for Catastrophic (Sick) Leave donation purposes shall be limited to spouse, life partner, children, mother, father or an individual over which the employee has legal guardianship.
- C. As soon as practicable, the City Manager will determine if the request for Catastrophic Leave meets the parameters for approval. The City Manager will notify the employee or his/her designee of that determination.
 - 1. If the request is approved, the City shall solicit unit members, on the approved form, for donations authorizing donation of sick leave hours for use pursuant to this section.
 - 2. The completed authorization forms shall be submitted to Human Resources.
 - 3. Donated sick leave hours will be deposited in a separate sick leave pool for each request and deducted from the donating employee's accumulated sick leave.

4. The maximum donation an employee may contribute per year pursuant to this section is eighty (80) hours.
 5. In the event the hours are not used, those hours will be returned to the donating employees and credited to their accrued sick leave.
- D. In the event an employee exhausts his/her donated Catastrophic Leave from the pool, the employee or his/her designee may request additional Catastrophic Leave pursuant to this section. However, in no event shall the employee be eligible to use more than six (6) consecutive calendar months of donated Catastrophic Leave.
- E. Employees using Catastrophic Leave pursuant to this section shall not accrue any other leave credits provided for in this agreement while using Catastrophic Leave.

SECTION 17 - Vacation

- A. All sworn law enforcement employees shall be eligible to accrue vacation at the following rate.
- 3 weeks / year for 0 - 5 years of service
 - 4 weeks / year for 6 or more years of service
- B. All non-sworn employees shall be eligible to accrue vacation at the following rate.
- 2 weeks / year for 0 - 5 years of service
 - 3 weeks / year for 6 - 10 years of service
 - 4 weeks / year for 11 or more years of service
- C. Vacation time shall be accrued on a monthly basis after the first year of service.
- D. All vacation time off must have prior approval of the Chief of Police.

Approval of the Chief of Police is required prior to accruing more than 240 hours of annual vacation. Accrual of vacation time shall not exceed 300 hours.

Employees are eligible to buy back forty (40) hours of vacation leave once per fiscal year provided the employee has taken eighty (80) hours of vacation in the past twelve (12) months and has at least eighty (80) hours remaining vacation time banked.

SECTION 18 - Bereavement Leave

All employees shall be eligible for 40 hours bereavement leave per instance. Bereavement leave may be granted at the discretion of the Chief of Police for an employee who suffers a death in his or her immediate family. Upon expiration of the 40 hours there will be a maximum of five (5) days sick leave granted at the discretion of the Chief of Police for this purpose. Immediate family shall mean spouse, child, stepchild, stepparent, parent, grandparent, parent-in-law, brother-in-law, sister-in-law, brother or sister, grandchild or anyone permanently living in the household.

SECTION 19 - Floating Holiday

All employees shall be eligible for three (3) floating holidays per year. The floating holidays must be taken as a day off with regular pay. Time off is subject to prior approval of the Chief of Police. The floating holidays may not be carried over to the succeeding year.

Effective July 1, 2014 floating holidays will be recognized on a fiscal year basis.

SECTION 20 - Holidays

- A. There are thirteen (13) municipal holidays in the calendar year. All sworn employees shall be paid for all holidays at their basic hourly salary.
- B. All non-sworn employees shall observe all municipal holidays with pay as scheduled.
- C. Sworn employees shall be paid the accrual of Holiday Pay bi-weekly.
- D. The observed holidays shall be the following:
 - 1. New Year's Day
 - 2. Dr. Martin Luther King Jr. Day
 - 3. President's Day
 - 4. Cesar Chavez Day
 - 5. Memorial Day
 - 6. Independence Day
 - 7. Labor Day
 - 8. Veterans' Day
 - 9. Thanksgiving
 - 10. Day After Thanksgiving
 - 11. Christmas Eve
 - 12. Christmas Day
 - 13. New Year's Eve

SECTION 21 - Call Back Compensation

Call Out:

All employees called to handle work-related duties by phone that do not require them to respond from their off-duty location during any hours other than their normally assigned work hours, shall receive a minimum of one (1) hour overtime or actual time worked, whichever is greater.

For work related duties that cannot be handled by phone, all employees called back to work including squad meetings and training, during any hours other than their normally assigned work hours, shall receive a minimum of four (4) hours overtime or actual time worked, whichever is greater.

Nothing in this section shall require any employee to answer their phone during their off-duty hours unless they are being compensated for being “on call”.

Court Call Out:

All employees called back to work for court appearances, during any hours other than their normally assigned work hours, shall receive a minimum of four (4) hours overtime, or actual time worked, whichever is greater, if appearance is made in court. If the officer's appearance in court is cancelled within less than 12 hours of notice, the officer shall receive compensation of four (4) hours overtime. If the officer's appearance in court is cancelled within less than 24 hours of notice, the officer shall receive two (2) hours overtime. If the officer's appearance in court is cancelled with greater than 24 hours of notice, there shall be no compensation for that court appearance cancellation.

SECTION 22 - Uniform / Equipment Allowance

All employees, when required by the employer to wear a uniform, shall receive an allowance of \$100 per month. The allowance shall be paid monthly. No employees receiving 4850 pay will receive an allowance.

SECTION 23 - Overtime

It is the policy of the City that overtime work is to be kept to a minimum, consistent with the protection of lives and property of the citizens of the City of Orland and the efficient operation of the Police Department and must be authorized by the Chief of Police and is subject to any further administrative rules and procedures as the City Council may prescribe.

All hours paid in excess of 80 in a 14-day work period shall be paid at the rate of one and one-half times the employee's basic hourly salary. All sick leave, vacation time, CTO, and holidays taken during a normal work week count toward the 80 hour pay period. Under no conditions are hours compensated at double-time.

Overtime work for all employees, except as otherwise provided, shall be defined and paid per the provisions set forth in the Fair Labor Standards Act.

Employees classified as "Police Officer – Academy Recruit" shall not be eligible for overtime compensation for any assignment related to their POST Basic Law Enforcement Academy assignment, including travel, class attendance, and work as assigned by Academy Staff. Employees classified as "Police Officer – Academy Recruit" are considered salaried employees.

SECTION 23B - Training and Travel Compensation

Training hours will be paid in accordance with the scheduled training course hours and the actual travel time to and from the training. Any hours worked over forty (40) in a week shall be paid at the overtime rate.

Employees classified as "Police Officer – Academy Recruit" shall not be eligible for additional compensation for any assignment related to their POST Basic Law Enforcement Academy assignment, including travel, class attendance, and work as assigned by Academy Staff. Employees classified as "Police Officer – Academy Recruit" are considered salaried employees.

SECTION 24 - Overtime Compensation and Computation

- A. Compensation to employees working overtime will be in the form of comp time at the rate of one and one-half times the hours worked on overtime, or at the option of the employee at the rate of one and one-half times the employees' basic hourly rate.
- B. Employees may accumulate up to 240 hours of compensatory time off which may be carried over from work period to work period.

Compensatory time off accumulated in excess of 240 hours will be paid off at the end of each work period.

SECTION 25 - PERS Retirement

The City will contract with the PERS retirement system as follows:

Sworn Employees:

CLASSIC: Public Safety Officers classified by PERS as “Classic” members will receive the 3 @ 50 retirement formula. Employees in this classification shall pay their own required member contribution of 9 (nine) percent to the Public Employees Retirement System effective September 1, 2016.

PEPRA: Public Safety Officers NOT classified by PERS as “Classic” members will receive the 2.7 @ 57 retirement formula. Employees in this classification shall pay their own required member contribution of 11.5 (eleven and a half) percent to the Public Employees Retirement System effective September 1, 2016.

Non-Sworn Employees:

CLASSIC: Non-Sworn Employees classified by PERS as “Classic” members will receive the 2.7 @ 55 retirement formula. Employees in this classification shall pay their own required member contribution of 8 (eight) percent to the Public Employees Retirement System effective September 1, 2016.

PEPRA: Non-Sworn Employees NOT classified by PERS as “Classic” members will receive the 2 @ 62 retirement formula. Employees in this classification shall pay their own required member contribution of 6.25 (six and one quarter) percent to the Public Employees Retirement System effective September 1, 2016.

The City agrees to implement the provisions of section 414(h)(2) of the Internal Revenue Code effective September 10, 2009.

SECTION 26 - Leave of Absence Without Pay

The City Council may grant an employee leave of absence without pay or seniority not to exceed six (6) months. No such leave shall be granted except upon written request of the employee setting forth the reason for the request and the approval will be in writing. Upon expiration of the regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

SECTION 27 - Mileage Allowance

The employer at the then current I.R.S. approved mileage rate shall reimburse employees who agree to use their own private vehicles in the conduct of City business, such as attending training sessions.

SECTION 28 - Grievance Procedure

OPOA, or individual employees, may file a grievance pursuant to the procedure set forth in the Personnel Manual. However, in the event of any grievance involving discipline, suspension for more than three (3) days, or termination, said grievance, at the election of OPOA can be referred to final and binding arbitration with the employer and union sharing equally in the costs thereof.

In the event a grievance, involving discipline, suspension, or termination as defined above, is referred to arbitration the parties will request a list of five (5) arbitrators from the State Mediation and Conciliation Service and each party will have the right to strike two (2) from the provided list. The selected arbitrator will then schedule the arbitration hearing and issue a final and binding decision.

SECTION 29 - Savings Provision

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed invalid and will continue only to the extent permitted by law, but all other provisions shall continue in full force and effect.

SECTION 30 - Term of Agreement

This Memorandum of Understanding shall be effective on July 1, 2025 and shall expire at midnight on June 30, 2026.

CITY OF ORLAND

Mathew Romano
Mayor

J.C. Tolle
Vice-Mayor

Scott Drexler
City Attorney

OPOA

Jose Flores
OPOA President

Sean Johnson
OPOA Treasurer