

MEMORANDUM OF UNDERSTANDING

Between

ORLAND POLICE OFFICERS ASSOCIATION

And

CITY OF ORLAND

July 1, 2016 – June 30, 2019

INDEX - MOU PROVISIONS

MOU Cover Page	....	Page 1
Index	....	Page 2
Section 1 - General	....	Page 3
Section 2 - Recognition	....	Page 3
Section 3 - Payroll Deduction	....	Page 4
Section 4 - Scope of Representation	....	Page 4
Section 5 - Management Rights	....	Page 4
Section 6 - Employee Rights	....	Page 5
Section 7 - No Discrimination	....	Page 6
Section 8 - Prevailing Rights	....	Page 6
Section 9 - Scope of Agreement	....	Page 6
Section 10 - Work Action	....	Page 6
Section 11 - Term of Agreement	....	Page 6
Section 12 - Allowances	....	Page 7
Section 13 - Wages	....	Page 7
Section 14 - Workday/Workweek	....	Page 11
Section 15 - Insurance	....	Page 12
Section 16 - Sick Leave	....	Page 12
Section 17 - Vacation	....	Page 13
Section 18 - Bereavement Leave	....	Page 14
Section 19 - Floating Holiday	....	Page 14
Section 20 - Holidays	....	Page 14
Section 21 - Call Back Compensation	....	Page 14
Section 22 - Uniform/Equipment Allowance	....	Page 15
Section 23 - Overtime	....	Page 15
Section 23B - Training and Travel Compensation	....	Page 15
Section 24 - OT Compensation & Computation	....	Page 16
Section 25 - PERS Retirement	....	Page 16
Section 26 - Leave of Absence	....	Page 17
Section 27 - Mileage Allowance	....	Page 17
Section 28 - Grievance Procedure	....	Page 17
Section 29 - Savings Provision	....	Page 17
Section 30 - Term of the Agreement	....	Page 18
Signature Page	....	Page 18

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-Milius-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 his memorandum except as otherwise provided by law.

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 11 - Term of Agreement

This Memorandum of Understanding shall be effective from July 1, 2016 through June 30, 2019.

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.

Effective July 1, 2008, 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), 20 (twenty), and 30 (thirty) full consecutive years of employment.

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. All steps on the salary schedule will have 5% increase between each step.

Effective July 1, 2016 raise the base pay salary of all negotiated positions by 4 (four) percent.

The following table represents the pay scale after the negotiated 4% salary increase:

POLICE SERGEANT

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	59,081.01	4,923.41	2,272.36	28.40
STEP 2	62,035.06	5,169.58	2,385.98	29.82
STEP 3	65,136.81	5,428.06	2,505.27	31.31
STEP 4	68,393.66	5,699.46	2,630.54	32.88
STEP 5	71,813.34	5,984.44	2,762.06	34.52

POLICE OFFICER

	Annual	Monthly	Bi Weekly	Hourly
STEP T	44,087.16	3,673.92	1,695.67	21.20
STEP 1	46,291.52	3,857.62	1,780.45	22.25
STEP 2	48,606.09	4,050.50	1,869.47	23.37
STEP 3	51,036.40	4,253.03	1,962.95	24.54
STEP 4	53,588.22	4,465.68	2,061.10	25.76
STEP 5	56,267.63	4,688.96	2,164.15	27.05

CSO/EVIDENCE TECHNICIAN

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	33,150.96	2,762.57	1,275.04	15.96
STEP 2	34,808.50	2,900.70	1,338.79	16.73
STEP 3	36,548.93	3,045.74	1,405.73	17.57
STEP 4	38,376.38	3,198.02	1,476.02	18.44
STEP 5	40,295.20	3,357.92	1,627.31	19.37

COMMUNICATIONS AND RECORD SUPERVISOR

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	42,309.40	3,525.78	1,627.29	20.34
STEP 2	44,424.88	3,702.07	1,708.65	21.36
STEP 3	46,646.12	3,887.17	1,794.09	22.43
STEP 4	48,978.42	4,081.53	1,883.79	23.55
STEP 5	51,427.35	4,285.60	1,977.98	24.73

DISPATCH/RECORDS CLERK

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	33,150.96	2,762.57	1,275.04	15.96
STEP 2	34,808.50	2,900.70	1,338.79	16.73
STEP 3	36,548.93	3,045.74	1,405.73	17.57
STEP 4	38,376.38	3,198.02	1,476.02	18.44
STEP 5	40,295.20	3,357.92	1,627.31	19.37

Effective July 1, 2017 raise the base pay salary of all negotiated positions by 4 (four) percent.

The following table represents the pay scale after the negotiated 4% salary increase:

POLICE SERGEANT

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	61,444.25	5,120.34	2,363.25	29.55
STEP 2	64,516.46	5,376.36	2,481.42	31.02
STEP 3	67,742.29	5,645.18	2,605.49	32.57
STEP 4	71,129.40	5,927.43	2,735.76	34.20
STEP 5	74,685.87	6,223.81	2,872.55	35.91

POLICE OFFICER

	Annual	Monthly	Bi Weekly	Hourly
STEP T	45,850.65	3,820.88	1,763.50	22.05
STEP 1	48,143.18	4,011.92	1,851.67	23.15
STEP 2	50,550.34	4,212.52	1,944.26	24.31
STEP 3	53,077.85	4,423.14	2,041.47	25.52
STEP 4	55,731.75	4,644.30	2,143.54	26.80
STEP 5	58,518.33	4,876.51	2,250.72	28.14

CSO/EVIDENCE TECHNICIAN

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	34,477.00	2,873.07	1,326.04	16.60
STEP 2	36,200.85	3,016.73	1,392.34	17.43
STEP 3	38,010.89	3,167.56	1,461.96	18.30
STEP 4	39,911.44	3,325.94	1,535.06	19.21
STEP 5	41,907.01	3,492.24	1,611.81	20.18

COMMUNICATIONS AND RECORD SUPERVISOR

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	44,001.78	3,666.81	1,692.38	21.15
STEP 2	46,201.86	3,850.15	1,777.00	22.21
STEP 3	48,511.96	4,042.66	1,865.85	23.32
STEP 4	50,937.56	4,244.79	1,959.14	24.49
STEP 5	53,484.43	4,457.03	2,057.10	25.71

DISPATCH/RECORDS CLERK

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	34,477.00	2,873.07	1,326.04	16.60
STEP 2	36,200.85	3,016.73	1,392.34	17.43
STEP 3	38,010.89	3,167.56	1,461.96	18.30
STEP 4	39,911.44	3,325.94	1,535.06	19.21
STEP 5	41,907.01	3,492.24	1,611.81	20.18

Effective July 1, 2018 raise the base pay salary of all negotiated positions by 1 (one) percent.

The following table represents the pay scale after the negotiated 1% salary increase:

POLICE SERGEANT

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	62,058.70	5,171.55	2,386.89	29.84
STEP 2	65,161.63	5,430.13	2,506.24	31.34
STEP 3	68,419.72	5,701.63	2,631.55	32.90
STEP 4	71,840.70	5,986.71	2,763.12	34.55
STEP 5	75,432.74	6,286.05	2,901.28	36.28

POLICE OFFICER

	Annual	Monthly	Bi Weekly	Hourly
STEP T	46,309.16	3,859.09	1,781.14	22.27
STEP 1	48,624.61	4,052.04	1,870.19	23.38
STEP 2	51,055.85	4,254.65	1,963.70	24.55
STEP 3	53,608.64	4,467.38	2,061.89	25.78
STEP 4	56,289.07	4,690.75	2,164.98	27.07
STEP 5	59,103.52	4,925.28	2,273.23	28.42

CSO/EVIDENCE TECHNICIAN

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	34,821.77	2,901.80	1,339.30	16.77
STEP 2	36,562.86	3,046.89	1,406.27	17.60
STEP 3	38,391.00	3,199.24	1,476.58	18.48
STEP 4	40,310.55	3,359.20	1,550.41	19.41
STEP 5	42,326.08	3,527.16	1,627.93	20.38

COMMUNICATIONS AND RECORD SUPERVISOR

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	44,441.80	3,703.48	1,709.30	21.36
STEP 2	46,663.89	3,888.65	1,794.77	22.43
STEP 3	48,997.08	4,083.08	1,884.51	23.55
STEP 4	51,446.94	4,287.24	1,978.73	24.73
STEP 5	54,019.28	4,501.60	2,077.67	25.97

DISPATCH/RECORDS CLERK

	Annual	Monthly	Bi Weekly	Hourly
STEP 1	34,821.77	2,901.80	1,339.30	16.77
STEP 2	36,562.86	3,046.89	1,406.27	17.60
STEP 3	38,391.00	3,199.24	1,476.58	18.48
STEP 4	40,310.55	3,359.20	1,550.41	19.41
STEP 5	42,326.08	3,527.16	1,627.93	20.38

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

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.

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 and Life 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 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 \$765.00 per month to a deferred compensation plan or paid directly 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 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 City Council is required prior to deferring more than 240 hours of annual vacation to the succeeding calendar year.

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 three (3) days bereavement leave per year. 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 three (3) days there will be a maximum of five (5) days sick leave granted at the discretion of the Chief of Police for this purpose.

SECTION 19 - Floating Holiday

All employees shall be eligible for one (1) floating holiday per year. The floating holiday must be taken as a day off with regular pay. Time off is subject to prior approval of the Chief of Police. The floating holiday may not be carried over to the succeeding year.

Effective July 1, 2014 floating holidays will be recognized on a fiscal year basis. On July 1, 2014 employees will be allowed to carry over any floating holidays already accrued one final time.

SECTION 20 - Holidays

- A. There are fourteen (14) municipal holidays in the calendar year. All employees except the clerk / dispatcher shall be paid for all holidays at their basic hourly salary.
- B. Clerk / Dispatcher shall observe all municipal holidays with pay as scheduled.
- C. Effective September 10, 2009 employees shall be paid the accrual of Holiday Pay bi-weekly.

SECTION 21 - Call Back Compensation

Call Out:

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.

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 two (2) hours overtime. If the officer's appearance in court is cancelled with greater than 12 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 time 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.

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.

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.

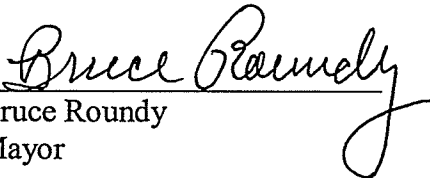
SECTION 29 - Savings Provision


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.

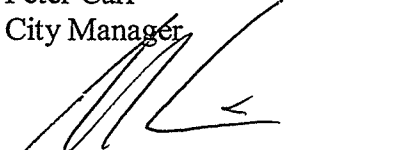
SECTION 30 - Term of Agreement

This Memorandum of Understanding shall be effective on July 1, 2016 and shall expire at midnight on June 30, 2019.


CITY OF ORLAND

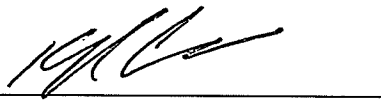

Bruce Roundy
Mayor

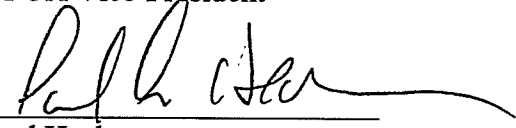

Peter Carr
City Manager


Greg Einhorn
City Attorney

OPOA


Sean Johnson
OPOA President


Kyle Cessna
OPOA Vice-President


Paul Heckman
Goyette & Associates Representative