

COMPREHENSIVE MEMORANDUM OF UNDERSTANDING
Between
CITY OF OAKDALE, CALIFORNIA, HEREINAFTER KNOWN AS
"CITY"
And
OAKDALE POLICE OFFICERS
ASSOCIATION, HEREINAFTER
KNOWN AS "ASSOCIATION"

ARTICLE I - GENERAL TERMS

Section 1.0 Term of Agreement

This Memorandum of Understanding (MOU) shall be in force and effect for a one (1) year period commencing July 1, 2026, to June 30, 2027.

Section 1.01 Intent and Purpose

It is the intent and purpose of this Memorandum of Understanding to set forth the understanding of the parties regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by the Association and the City.

The Association agrees to recommend ratification to its membership, and the City agrees to recommend to the City Council of the City of Oakdale that all terms of this Memorandum be adopted in full in resolution of the City Council. Upon such adoption, all terms and conditions of this Memorandum shall then become effective without further action by either party on July 1, 2026.

Section 1.02 Recognition

For the purpose of meeting and conferring in accordance with the Meyers-Milias-Brown Act, the Oakdale Police Officers Association is formally recognized as the duly authorized representative of all full-time sworn and non-sworn employees within the Police and Animal Control Departments, with the exception of management and confidential employees and code enforcement officers, including the Community Compliance Officer.

Section 1.03 Scope of Meeting and Conferring

The scope of representation shall include, but not be limited to, wages, hours, and other items and conditions of employment. Notwithstanding the foregoing, nothing is intended to circumscribe or modify the exclusive Management Rights of the City of Oakdale in accordance with applicable laws and the Merit System Rules and Regulations.

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Section 1.04 Continuation

The purpose of this MOU is to describe the salary and benefits offered to employees of this bargaining unit. This MOU supersedes and replaces all previous MOU's and side letters.

Section 1.05 Constitutionality

If any section, subsection, subdivision, sentence, clause, or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Memorandum of Understanding.

Section 1.06 Dues Deduction

Employees represented by the Association may authorize Association or Union dues deduction or cancellation upon written notice to the Finance Department of the City.

Dues withheld by the City shall be transmitted to the officer designated in writing by the Association or Union as the person authorized to receive such funds at the address specified.

The Association or Union, upon receipt of the dues deducted, shall indemnify, defend, and hold the City of Oakdale harmless against any claims made and against any suit instituted against the City of Oakdale on account of check-off of employee Association or Union dues. In addition, the Association or Union shall refund to the City of Oakdale any amounts paid to it in error upon presentation of supporting evidence.

Section 1.06-1 Fair Share Fees

The City will provide payroll deduction of dues for the Oakdale Police Officers Association and Operating Engineers Local Union No. 3 pursuant to the following:

1. Union Dues and Service Fees: All regular full-time employees shall, as a condition of continuing employment, become and remain members of the Union or shall pay a representation service fee, which is the employee's proportionate share of the Union's cost of meeting and conferring and administering the MOU. Such representation service fee shall in no event exceed the total regular periodic membership dues paid by unit employees.
2. Implementation: Any employee subject to this Memorandum of Understanding shall be provided through the City with a notice advising that the employer has entered into a Fair Share agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues, or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the City. If the form is not completed properly

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and returned within five working days, the City shall commence and continue a payroll deduction of Union dues from the regular pay of such employee.

3. Effective Date: The effective date of Union dues, service fee deductions, or charitable contributions for such employees shall be the beginning of the first pay period of employment or the pay period following the ratification and adoption of this agreement by the Union and the City or after the Union has complied with paragraph six.
4. Religious Exemption: Any employee subject to this Memorandum of Understanding who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a public employee organization, shall, upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the Union dues or service fee and initiation fees, to a non-religion, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code chosen by the employee from any fund maintained by the United Way. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen days of receipt by the employer. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the employer.
 - a. If challenged, the deduction to the charity of the employee's choice shall commence, but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be made by regular payroll deduction only.
5. Exclusion of Employees: The Agency Shop provisions set forth herein shall not apply to management, confidential, or supervisory employees. Any position so designated may be disputed by the Union, and the matter shall be decided by an arbitrator.
6. Financial Reports: The Union will cause to be prepared an audit of chargeable and nonchargeable expenses on an annual basis and, pursuant to the applicable law, shall provide such report to individuals who have chosen or may choose to pay a service fee.
7. Hold Harmless: Union shall indemnify and hold the City, its officers, and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein.

Section 1.07 No Strike Clause

Employees represented by the Association or Union shall not engage in any strike, sit-down, slow-down, or work stoppage during the life of this Memorandum of Understanding.

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ARTICLE II EMPLOYMENT

Section 2.01 Recruitment (taken from the City Merit Rules — Section 301)

Recruitment for qualified applicants may be a continuing process in order that, where possible, the City will have available applications of interested, qualified persons for possible employment. Notices of employment opportunities may be placed in newspapers, magazines, announcements, or given to reputable agencies offering those services that will bring responses from qualified persons and shall be posted on bulletin boards located at all City work sites. The City shall not pay any fee or service charge for any applicant who is referred to it by any employment agency.

Section 2.02 Selection Process (taken from the City Merit Rules — Section 303)

There shall be a selection process for each position within the City that adequately and fairly evaluates the ability of each candidate to effectively carry out the duties and responsibilities of the position. The selection process for each position may be updated and modified to best reflect the needs of the City. All selection processes shall be applied equally to all candidates and shall adhere to the City's nondiscrimination policy.

A selection process for a position could include: achievement or aptitude tests or evaluations, interviews, background checks, reference checks, performance tests, evaluations of work performance, review of work samples, physical ability tests, review and investigation of personal background and references, fingerprinting, medical examination, and drug testing. Candidates shall have the right to review their own test results.

At the end of the selection process, the City Manager will appoint the candidate who is most qualified for the position. The candidate will be deemed selected by the City once he or she signs the required employment documents of the City and provides all information the City requires for employment.

Section 2.03 Probationary Period

New employees are subject to the following probation periods:

Sworn employees	18 months
Sworn (lateral) employees	12 months
Non-sworn employees	12 months

Section 2.04 Promotion (taken from the City Merit Rules — Section 406)

Because it is the policy of the City of Oakdale to encourage the advancement of personnel within the organization, Promotional Examinations for vacancies will be conducted as the needs of the City require. Promotional opportunities (available to City employees) will be posted on bulletin boards selected by the Human Resources Office at least five (5) business days before the selection is made.

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Section 2.05 Performance Incentive Pay Plan

Employees in this bargaining unit shall be eligible for pay increases in addition to the normal step ranges and/or negotiated increases. Such increases shall not exceed five percent (5%) and shall be made in increments of two and one-half percent (2.5%), with eligibility limited to those employees who have completed seven (7) years of City service or more, and subject to evaluation of the employee's performance by the employee's Department Head, subject to the following:

- A. The employee's Performance Incentive Pay evaluation will take place during the employee's regularly scheduled Annual Evaluation. If, for some reason, the employee's Annual Evaluation is not completed by their anniversary date, the employee shall be paid retroactively to their Annual Evaluation due date. The Department Head shall discuss the evaluation report with the employee and obtain the employee's acknowledgment of such discussion. The report shall include a recommendation concerning the employee's merit or performance pay increase. The employee must receive a "Meets Expectations" overall rating on the evaluation. Should the Department Head deny a performance pay increase to an eligible employee, the employee shall have a right of appeal to the City Manager as follows:

Appeal: Within five (5) days after receiving the report of performance, an employee may request, in writing, a review of the report with the City Manager. Within five (5) days after said review, the City Manager shall either accept the original report, a modified report, or cause a new report to be prepared, which shall be entered into the personnel file as the official report. The official report shall bear the City Manager's signature. The decision of the City Manager shall be final.

- B. Performance pay increases are subject to annual review, and if the employee's performance no longer warrants such an increase, it may be discontinued, subject to the right of appeal in accordance with procedures found in the City of Oakdale Merit System Rules and Regulations.

Section 2.06 Discipline/Grievance Arbitration

Disciplinary Action:

Definition

As used in this section, "disciplinary action" shall mean discharge, demotion, reduction in salary, reprimand, disciplinary probation, or suspension.

Causes of Disciplinary Action:

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- a. Fraud in securing appointment
- b. Inexcusable neglect of duty

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- c. Insubordination
- d. Dishonesty
- e. Violation of the City's Drug and Alcohol Policy
- f. Intemperance
- g. Conviction of a felony or conviction of a misdemeanor involving moral turpitude
- h. Immorality
- i. Unauthorized absence without leave
- j. Discourteous treatment of the public or other employees
- k. Improper political activities as defined by State law
- l. Violation of safety procedures
- m. Misuse of City property
- n. Violation of any of the provisions of these working rules and regulations or written departmental rules and regulations
- o. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City
- p. Refusal to take or subscribe to any oath or affirmation which is required by law in connection with City employment

Notice, Service, Contents:

The City Manager or any department head may take disciplinary action against an employee under his supervision for one or more of the causes for discipline as specified above.

Discharges, demotions, reductions in salary, or any suspension from duty without pay shall require a written notice served on the employee and filed with the City Manager's office not less than five (5) days prior to the date of the proposed action. The notice may be served upon the employee either personally or by certified mail and shall include the following:

- a. A statement of the nature of the disciplinary action
- b. The effective date of the action
- c. A statement of the causes therefore
- d. A statement in ordinary and concise language of the act or commissions upon which the causes are based
- e. A statement advising the employee of his right to a hearing to discuss the proposed action
- f. A copy of all the materials considered in proposing the action

Right to Appeal: Form

- A. A regular employee shall have the right to appeal the disciplinary action to the City Manager. Such appeal must be filed with the City Manager within five (5) working days after the receipt of written Skelly Hearing findings and notice of such disciplinary action. Failure to file an appeal within such period shall constitute a

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waiver of the right of appeal. The appeal request must be in writing and must state specifically the reasons upon which it is based.

The City Manager shall meet with the employee and the employee's representative (if any) and conduct an investigation of the facts and issues related to the proposed action. The City Manager shall issue a decision within fifteen (15) working days after completing the investigation.

- B. If the employee is not satisfied with the decision of the City Manager, an appeal may be filed for arbitration, provided that written reprimands shall not be appealed beyond the decision of the City Manager. Such appeal must be filed in writing within ten (10) days of receipt of the City Manager's decision.

An employee may submit disciplinary actions to an arbitrator selected in the following manner: a list of seven (7) arbitrators shall be requested from the California Department of Mediation and Conciliation. The City and the employee or representative shall select an arbitrator from the list.

The arbitrator shall be chosen by the alternative strike method, with the first choice being determined by lot.

The parties may, as an alternate method, come to an agreement on an arbitrator and choose not to use the California Department of Mediation and Conciliation. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own representation, including preparation and post-hearing briefs, if any.

Hearing

The hearing shall be held in closed session. The employee shall have the right to be represented by counsel and to present evidentiary facts. The arbitrator may at any time exclude any person who may be a witness in the case under consideration, with the exception of the employee and the departmental representative.

The hearing shall be informal, and the hearing official shall not be bound by the rules of evidence governing trial procedure in State Courts. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing other evidence; however, it shall not be deemed sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

In arriving at a decision, the arbitrator may consider any prior disciplinary action, including any relevant letters of reprimand. The arbitrator shall make an official decision either affirming, modifying, or revoking the order. The decision shall contain findings of fact

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which may be stated in the language of the pleadings or by reference thereto. A copy of the written decision of the hearing official shall be transmitted to the City Manager and the appellant. A copy of the decision shall be placed in the employee's personnel file.

Burden of Proof: The burden of proof shall be on the Department Head issuing the disciplinary order. The quantum of proof required to sustain such action shall be a preponderance of the evidence.

Disciplinary Action: Examination under Evidence Code: At the hearing, the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness without extenuating circumstances shall be deemed a withdrawal of the employee's appeal and the action of the Department Head shall be final.

Affirmations or Revocation of Action: The arbitrator may affirm or revoke the action taken by the Department Head or may modify such action to a less severe punishment. The arbitrator may order the employee returned to his or her position either as of the date of the punitive action by the Department Head or as of such later date as may be specified. If the arbitrator revokes or modifies the Order of the Department Head, the appealing employee shall be granted forthwith all rights and privileges pertaining to the City service in accordance with the Order of the arbitrator.

Use of Competent Recorder: The arbitrator may direct the Human Resources Office to arrange for a competent reporter to record the proceedings at the hearing if, in the opinion of the arbitrator, such a record is necessary. Any person may purchase all or part of the record provided the request is made within ninety (90) calendar days of the date of service of the final decision on the employee, provided, however, that only the employee, or the City Manager shall have a right to purchase a transcript of a hearing held in closed session. A request for the record shall be accompanied by payment of the estimated cost thereof as determined by the City Manager, and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.

Grievance Procedure

Purpose: It is the purpose of this procedure to provide a simplified and definite method for Unit employees to resolve grievances they may have in their employment relationships with the City of Oakdale. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy of the City, as is possible without unnecessarily disrupting City functions or services. This procedure shall be liberally construed to effectuate its purpose and shall be viewed by all as a means to enhance the function of the City in providing services to the general public. The use of this procedure in resolving grievances shall not be held against any employee in any manner since the adoption of this procedure gives each employee the right to use it.

Definition of Grievance: A grievance is a disagreement between City management and an employee,

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group of employees, or OPOA, concerning the interpretation, application, or violation of a specific article(s) of this Memorandum of Understanding or established written rules or regulations governing personnel practices.

Time Limitations and Notification: Time limits are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure the grievant is dissatisfied with the decision rendered or a decision has not been filed in a timely manner, it shall be the grievant's responsibility to initiate the action that submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved.

A formal grievance may be entertained or advanced to any step if the parties jointly so agree, provided that only OPOA or a designated representative may initiate the Fourth Step of this procedure.

For purposes of this procedure, notification to a party may be given either personally, telephonically, or by mail. When notice is mailed to an employee, it shall be sent to the employee's current address of record. Notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service.

Use of City Time: Reasonable City time, subject to the discretion of the Department Head, may be used in the preparation of a written or oral grievance. City time may be used for the procedure set forth below.

Steps in the Grievance Procedure: No complaint shall be considered a grievance unless it is presented within twenty (20) calendar days after the employee is aware or should have been aware of the conditions precipitating the grievance. However, under no circumstances will a grievance be processed if the events in the grievance are based on events ninety (90) calendar days or more as of the written submission.

A. First Step: Informal Grievance Procedure

Any employee or group of employees having a grievance shall first discuss the grievance on a personal, face-to-face basis with the lowest-level supervisor. This step shall not require a written grievance. Within seven (7) calendar days, the individual so designated shall render a decision. If the grievant is not satisfied with the decision, the grievant may, not later than seven (7) calendar days, submit the grievance to the next step.

B. Second Step: Formal Grievance Procedure — Department Head Review

If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing to the Department Head. The written grievance shall provide a detailed statement of the grievance, including dates, names, places, applicable MOU article(s) or personnel practices, and the specific remedy requested.

C. Third Step: Formal Grievance Procedure — City Manager Review

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If a mutually acceptable solution has not been reached in Step 2, only OPOA or the designated representative may submit the written grievance to the City Manager. The written grievance shall provide a detailed statement of the grievance, applicable MOU article(s) or personnel practice(s), and the specific remedy requested.

D. Fourth step:

If a mutually acceptable solution has not been reached in Step 3, the employee, OPOA, or designated representative may request that the City Manager submit the grievance to an arbitrator. An arbitrator from the California Department of Mediation and Conciliation (CDMC) shall be chosen from a list of seven (7) arbitrators supplied by the CDMC.

The hearing shall be governed by the Voluntary Labor of Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties.

The arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The parties may, as an alternate method, come to an agreement on an arbitrator and choose not to use the California Department of Mediation and Conciliation. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own representation, including preparation and post hearing briefs, if any. The decision of the arbitrator shall be final and binding on all parties.

Section 2.07 In Lieu of Suspension

By mutual agreement between the Chief or designee and the affected member, a member suspended from duty without pay may forfeit accumulated holiday, CTO, and/or vacation hours equal to the number of hours of suspension in lieu of the suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the appropriate number of forfeited hours.

Section 2.08 Layoff

In the event of a layoff, employees shall be laid off based on the administrative needs of the City within each department. Consideration shall be given to the current seniority of involved persons, their merit, and the operational needs of the department for special occupational skills. Employees shall be called back from layoff on the basis of seniority, merit, and special job skills required by operational needs within his/her department. An employee on layoff status shall accept or refuse an opening within seven (7) working days of notification. A refusal shall constitute voluntary termination.

Section 2.09 Oakdale Golf and Country Club Response Protocol

The parties acknowledge the existence of a separate Memorandum of Understanding between the Oakdale Police Department and the Stanislaus County Sheriff's Office regarding law enforcement response to the Oakdale Golf and Country Club (OGCC).

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Pursuant to that MOU, and at the request of the Oakdale Golf and Country Club, the Oakdale Police Department will serve as a responder to calls for service at the OGCC for minor violations, trespassing, vandalism, unauthorized use, and other routine law enforcement matters. The Stanislaus County Sheriff's Office will maintain primary jurisdiction and responsibility for serious or critical incidents (including active shooter, hostage, or barricaded suspect situations) as well as all preplanned or special events at the OGCC. This arrangement promotes efficient response times and effective public safety coverage while respecting jurisdictional boundaries.

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ARTICLE III - BENEFITS AND LEAVES

Section 3.01 Sick Leave

Sick leave shall not be considered a privilege that an employee may use at his/her own discretion, but shall be granted only upon the recommendation of the Department Head. Sick leave shall be allowed and used only in the case of necessity, actual personal sickness or disability, medical, or dental treatment.

Section 3.01-1 Kin Care

In accordance with the California Labor Code, Section 233, employees may use up to half of their annually accrued sick leave benefits to care for a sick family member, including a child, parent, spouse, or registered domestic partner.

Section 3.02 Sick Leave Accumulation

Sick leave shall be accrued at the rate of eight (8) hours per month for City employees. There shall be no limit to the amount of sick leave that may be accrued. Time off and time accrued shall be based on 2080 hours worked for the year.

Section 3.03 Annual Sick Leave Conversion Plan

Any employee who has not taken more than 36 hours of sick leave during the twelve (12) month period beginning the first pay period in July and ending the second pay period in June of each year shall be entitled to convert up to 40 hours of unused sick leave to pay. If the employee chooses leave with pay, the 40 hours must be taken in the following twelve (12) month period (July to June), or the leave will be subject to forfeiture.

For non-sworn members represented by the Association, the first 15 days of sick leave, resulting from an industrial (on-the-job) injury, will not apply towards the usage limitation. This follows the expiration of 30 days of injury leave.

Section 3.04 Vacation Accrual

Vacation accrual in excess of the maximum accrual of two years annual leave shall be removed from the employee's vacation leave balance. Thereafter, vacation accrual will cease for the employee at attainment of the two-year accumulation limit. Once the balance has been reduced to a level below the two-year accumulation limit, accruals shall be reinstated. Employees on industrial leave shall continue to accrue vacation in excess of the two-year limit during the period of their disability. The City will allow a 30-day extension if the employee is unable to take their vacation because of the needs of the City.

Section 3.04-5 Cash Payment Option for Vacation

An employee who has reached their maximum balance for vacation time may elect to receive payment for up to a maximum of thirty (30) hours of accumulated vacation hours, semi-annually (a total of twice a year) except during a fiscal emergency declared by City Council resolution.

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Section 3.05 Vacation Leave

Full-time employees employed by the City of Oakdale for one year or more shall earn paid vacation as follows:

1 through 3 years:	80 hours per year
4 through 8 years:	120 hours per year
9 through 15 years:	144 hours per year
16 or more years:	160 hours per year plus 8 hours for every year of service past 20 years to a maximum of 200 hours per year.

Vacation leave schedules for police personnel shall be a matter of departmental policy.

Section 3.06 Holiday Time

The following holidays are recognized as municipal holidays for pay purposes and all regular and probationary employees shall have these days off, except as otherwise provided below:

1. January 1st
2. Third Monday in January
3. Third Monday in February
4. Good Friday
5. Last Monday in May
6. July 4th
7. Labor Day
8. November 11th
9. Thanksgiving Day
10. The day after Thanksgiving Day
11. December 24
12. December 25
13. New Years Eve
14. A "floating" holiday

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day named. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day named.

Members of the Police Department who are required to be on duty for the holiday shall be given compensatory time off in lieu of holidays in the same number of hours as is commensurate with the holiday time hereby granted to other employees.

Association members will be allowed to cash out up to sixty (60) hours of accrued Holiday time in December of each year. The number of hours, up to sixty (60) hours, cashed out will be at the discretion of the individual Association member.

Members who are fulfilling specialty assignments and are working shifts that are less than 12 hours will not be charged vacation time when they take the holiday off.

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Section 3.07 Bereavement Leave

Up to three (3) days of paid bereavement leave may be granted to a regular employee by the head of his or her department in the event of the death of a family member. For the purposes of this section only, the employee's family shall mean the spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or a close relative residing in the household of the employee.

Employees are also entitled to up to five (5) days of job-protected bereavement leave in accordance with California law. Any bereavement leave exceeding three (3) days, up to a total of five (5) days, may be taken as unpaid leave or charged against the employee's accrued sick leave, vacation, or other available paid time off balances, and does not require approval by the City Manager. Requests for bereavement leave beyond five (5) days shall be subject to approval by the department head, and any such approved additional time shall be unpaid by the City.

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ARTICLE IV - COMPENSATION AND HOURS

Section 4.01 Salary

Members of this bargaining unit will receive a salary adjustment effective the first full pay period after each of the following dates:

Sworn Officers - 7.75% Wage Increase - July 1, 2026

Non-Sworn (Professional Staff) – 3.4% Wage Increase – July 1, 2026

The salary tables for members of this bargaining unit are included in Exhibit A. Members of this bargaining group and the City understand that the salary tables had to be adjusted, making it impossible to provide a wage increase in the exact amount listed above. Therefore, the aforementioned wage increases will be the minimum that an employee will receive, and some employees will receive slightly more.

Section 4.02 Overtime

The City shall compensate all authorized overtime worked in increments equal to the closest % hour of overtime worked. No overtime may be worked without the prior approval of the employee's immediate supervisor or a supervisor assuming that role. All overtime shall be documented on a request for overtime form and signed by the authorizing supervisor.

Overtime under this MOU shall be hours worked outside an employee's regular work schedule without regard to time actually worked any day or given time period.

Section 4.03 Compensatory Time Reimbursement Plan

No employee may accrue more than 100 hours of compensatory time. Employee shall receive paid overtime for all hours worked in excess of 100 hours, provided, however, that it is not the intent of the City to buy back overtime currently accrued in excess of 100 hours.

Section 4.04 Call Back

An employee recalled to work outside and not continuous with regularly scheduled hours shall be paid a minimum of three hours at a rate of one and one-half times the employee's regular straight time rate of pay.

Section 4.04-1 On Call/ Standby Detective

Officers assigned to standby status as an on-call Detective may not consume alcoholic beverages and must otherwise maintain fitness for duty at all times while on standby. Officers assigned to standby duties must carry a City cell phone or provide dispatch with their contact number and respond within fifteen (15) minutes to calls or voice messages. Officers assigned to standby duties shall be compensated with two (2) hours of straight time pay for each day of standby.

Section 4.04-2 On Call/ Standby Dispatch:

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Dispatchers assigned to standby status as an on-call Dispatcher may not consume alcoholic beverages and must otherwise maintain fitness for duty at all times while on standby. Dispatchers assigned to standby duties must carry a City cell phone or provide dispatch with a contact number and respond within fifteen (15) minutes to calls or voice messages. Dispatchers assigned to standby duties shall be compensated with two (2) hours of straight time pay for each day of standby.

Section 4.05 Off-Duty Home Contact

Members contacted by an authorized police department representative shall be compensated at the applicable hourly rate, to the nearest % hour, provided that the call is not the result of a member's failure to complete an assigned task during their normal duty hours. In no event shall the member be paid for a phone contact lasting less than five (5) minutes. Upon returning to work, the member requesting the phone contact compensation shall complete a request for compensation and have the supervisor authorizing or making the contact in question sign and approve the request.

Section 4.06 Vacation Overtime

Double compensation is prohibited. Employees shall not work for the City during their vacation.

Section 4.07 Court Overtime

Overtime shall be compensated at time and one-half for time spent in court if such appearance is immediately following a regular work shift, or if such appearance is set within one hour's time of the beginning of a regular work shift.

A minimum of four (4) overtime hours shall be recorded for any such appearance prior to 12:00 p.m. for required court and related time at the Police Department immediately prior to or following an appearance.

A separate minimum of four (4) overtime hours shall be recorded for any such appearance after 1:00 p.m. for required court and related time at the Police Department immediately prior to or following an appearance.

Stand-by time for court duty shall be compensated at three hours straight time for any time prior to 12:00 p.m. and an additional 3 hours straight time for any time after 1:00 p.m. on the employee's regular day off, effective January 1, 1997. Response time for employees on standby shall be 2 hours. Standby shall be limited to 1 day per week unless additional days are specifically approved by the Chief or his designee.

Section 4.08 Overtime for Lunch

Police dispatchers who are assigned to work more than six (6) hours in a shift shall receive one (1) 30- minute meal break and two (2) fifteen-minute breaks (one during the first half of their assigned watch and one during the last half of their assigned watch). The Police Department will make every effort to schedule the aforementioned breaks; however, should circumstances prevent a police dispatcher from taking two (2) fifteen-minute breaks and/or a 30 minute meal break during their assigned work shift, the

OAKDALE POLICE OFFICERS ASSOCIATION
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dispatcher shall be compensated at 1 % times the amount of time not granted but in no case more than one (1) hour at 1 % their hourly rate of pay.

Dispatchers who do not receive their allotted breaks during a specific work shift shall submit an overtime request and have it approved by the on-duty supervisor.

In no case shall a dispatcher receive overtime for breaks that the dispatcher was offered but declined to take.

Section 4.09 Sick Leave Reimbursement

Accumulation/Compensation. There is no limit to the total of sick leave that can be accrued.

An employee retiring or terminating employment after one year of service shall be compensated for 15% of the employee's unused accrued sick leave at the employee's current rate of pay; after six years of service, the percentage increases to 20%; and after eleven years of service, the percentage increases to 25% and 1% for every year thereafter. The maximum number of unused accrued sick leave hours for which an employee may be compensated is 400 hours.

Section 4.10 Uniform Allowance

All employees shall receive a uniform allowance as indicated below. Employees will receive their uniform allowance in two installments no later than the third Friday in January and July each year.

<u>Sworn</u>	<u>Non-Sworn</u>
\$600	\$600

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ARTICLE V - INCENTIVES AND SPECIALTY PAY

5.01 Education Incentive

Each employee is entitled to receive a maximum of 15% Education Incentive benefit. Not more than 7.5% for academic degrees and not more than 7.5% for POST Certificates. To be eligible for the educational incentive, an employee must have completed their probationary period. Any employee who is on probation as a result of a promotion shall be eligible for the appropriate incentive during the promotional probationary period.

AA/AS or equivalent	2.5%
BABS degree	7.5%
POST Intermediate Certificate	5.0%
POST Advanced Certificate	7.5%

In order to determine education equivalent to an AA degree, the employee must provide transcripts supporting 60 semester units of education from an accredited institution of higher education by the State of California. The 60 units must be academic units related to liberal or classical studies rather than technical or vocational studies.

Incentives will have a 15% cap for all members of the association (including POST certification and education).

Section 5.02 K-9 Pay

Authorized K-9 handlers shall receive 16 hours of straight time compensatory time off per month as compensation for training and K-9 care.

Section 5.03 Field Training Officer

Police Officers who are assigned as Field Training Officers (FTO) shall receive a 5% pay incentive while training a new officer. The trainer must be a certified FTO and recognized as such by the department. The FTO SAC will coordinate the training schedule. The schedule must be approved by the Police Chief or his/her designee.

Dispatchers assigned to train other dispatchers may be sent to qualified POST CTO training at the discretion of the Chief of Police. Dispatchers shall receive a 5% pay incentive while training a new dispatcher.

Section 5.04 Bi-Lingual Pay

Employees who meet minimum standards of competency in Spanish or Portuguese shall be paid an additional 2.5% on their base pay, provided they maintain their second language speaking competency.

Section 5.05 Specialty Assignment Pay

Sworn members of this unit working under the following special assignments shall be paid an additional 2.5% on their base pay during the term of the assignment.

- A. Administrative Sergeant

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- B. Detective Sergeant
- C. Detective
- D. Traffic Officer
- E. School Resource Officer

Section 5.06 Training Pay

ACO and Dispatchers who act as Field Training Officers/Communications Training Officers will receive 5% while training a new employee.

Dispatchers who are assigned to perform the work of a Supervisor for a period of 40 hours or more shall be paid a salary differential increase of 5% during the period so assigned. Such work duties shall include, but are not necessarily limited to, training, grievance, administration, and scheduling of dispatcher work.

Section 5.07 Graveyard Shift Differential

Officers assigned to a graveyard shift for at least two weeks will receive 2.5% shift differential pay.

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ARTICLE VI - INSURANCE

6.01 Health Insurance

The City will pay the cost of medical, dental, vision, and prescription insurance for the employee and dependents to a maximum of \$1200 month plus one-half of any cost in excess of \$1200. City will make available a flexible spending plan under Section 125 for members to pay excess premium costs with pre-tax income.

Section 6.01-01 Health Insurance Opt-Out

Employees who opt out of the City-provided health plans shall be entitled to up to 50% of the one thousand two hundred dollars(\$1200) monthly city contribution. Employees who opt-out will be reimbursed the week following the first full pay period day in December. Reimbursements will be calculated for the previous twelve (12) calendar months. Employees will receive the reimbursement by way of a separate check.

Section 6.02 Life Insurance

The City shall provide and pay for a \$20,000 group-term life insurance policy for members of this bargaining unit.

Section 6.03 Long-Term Disability

The City shall pay \$25.00 per month per employee toward the cost of a long-term disability plan. Payment will be made to the employee and subtracted from the employee's paycheck as a payroll deduction subject to tax withholding.

Section 6.04 Unemployment Insurance

The City shall provide unemployment insurance for all full-time employees.

Section 6.05 Deferred Compensation

The City will continue to provide the opportunity for employees to participate in a deferred compensation plan.

The City of Oakdale will contribute up to a match of 1% of salary into a deferred compensation account for all OPOA employees.

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ARTICLE VII - SAFETY AND HEALTH

7.01 Safety and Health

The City shall make provisions for the safety and health of its employees during the hours of their employment to properly safeguard the health of the employees and protect them from injury. If an employee is injured on the job and is released by a doctor for light duty, the City shall attempt to find light duty for the employee.

Section 7.02 Annual Physical

The city agrees to pay \$200 toward the cost of the employee's annual physical. Employees may select a physician of their choice.

Section 7.03 Physical Fitness and Work Schedule

The City agrees to implement a physical fitness program for sworn members of this unit using standards from the P.O.S.T. Physical Fitness Plan annexed hereto and incorporated. Employees who meet the minimum standards shall receive pay awards as follows:

Bronze	1%
Silver	2%
Gold	3%

Testing shall occur in October and May of each year, and incentives paid in December and June, equal to the percentage achieved times the previous six months' pay.

It is understood that one of the purposes of this program is to help the City control workers' compensation costs.

It is further understood that, should the City fail to achieve cost savings as a result of this program, the City intends to discontinue the program upon termination of this agreement.

Section 7.04 Hepatitis B Inoculation

The City agrees to pay for the cost of Hepatitis B inoculations for all members of the bargaining unit.

Section 7.05 Stress

The City will implement a stress evaluation/counseling program utilizing its health insurance plan and, funds permitting, supplemented by a program administered by the Stanislaus County Department of Mental Health.

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ARTICLE VIII - RETIREMENT

8.01 Retirement

The City shall participate in the Public Employees' Retirement System (PERS).

In the FY 2018-2019 - FY 2021-2022. MOU OPOA members received a 3% raise on January 1, 2019, and a 3% raise on January 1, 2020, in exchange for these raises the members agreed to contribute 2% toward the Employer's PERS contributions. These are not new contributions. We will continue in this agreement and future agreements unless removed through the collective bargaining process.

The Sworn members of the association will pay 9% pretax towards the employee's 9% beginning the first pay period following City Council approval.

The non-sworn members of the association will pay 8% pretax towards the employee's 8% beginning the first pay period following City Council approval of this agreement.

The City shall report the employee's share of the PERS payment as additional compensation to the effect of increasing the employee's final pay for retirement purposes.

Per PERS Sections 20024.2, 21263/21263.1, 21298, and 20499, the City shall provide one-year final compensation, post-retirement survivor allowance, increased non-industrial disability allowance, and an unmodified PERS benefits and social security coverage. It is further understood that employees who voted for the 1959 Survivor Benefit (with increased value) will contribute \$2.00 per month toward that benefit, in accordance with California Government Code Sections 21380-21387.

The City shall provide enhanced benefits through the inclusion of Section 20862.8 of the PERS Optional Benefits Listing. This benefit permits the conversion of unused sick leave, upon retirement, to service credit at the rate of .004 years of service credit for each day of sick leave converted.

The employee may use all or a portion of his/her unused sick leave for this purpose. Section 610 of the Oakdale Merit System Rules and Regulations shall apply if an employee chooses to be compensated for sick leave reimbursement.

The City shall provide a military service credit purchase option.

All new hires will have a retirement formula based on the provisions found in the Public Employees' Pension Reform Act of 2013 (PEPRA)

Section 8.02 Retiree Health Benefits

The City will provide a Retiree Health Savings Plan.

Section 8.03 Sick Leave Conversion Upon Retirement

Upon retirement with 10 years of service with the City of Oakdale, employees may elect to convert 50% of the value of accrued sick leave benefits to health insurance premium costs for a City-approved health plan. The remaining 50% of accrued sick leave shall be applied to the PERS optional retirement benefit (Section 20862.8).

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In the event of the death of a retired employee, the beneficiary shall be paid according to the optional sick leave payoff formula, less the cost of health premiums paid on account of the employee.

Employees retiring for service-related disability shall not be subject to the 10 years in service restriction.

Section 8.04 Social Security

Employees in this bargaining unit do not participate in the Social Security program.

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ARTICLE IX - EDUCATION AND TRAINING

9.01 POST Per Diem Allowance

Any employee assigned to attend a POST-certified training course or any other department-authorized training course, school, seminar, or conference shall receive the accepted POST per diem rate. Rate shall be equal to the source POST uses for per diem, to include, but not limited to the CalHR website.

Upon approval of a Chief or designee, any employee who uses their personal vehicle to attend any POST-certified training course or any other departmental authorized training course, school, seminar, or conference shall receive the POST mileage allowance set forth in the current POST Administrative Manual.

Should the school or conference attended include a scheduled meal as part of the tuition, the amount of the meal shall be deducted from the per diem allowance. It is understood that per diem funds shall not be used to purchase alcoholic beverages.

When employees are traveling for the purposes of official police business, they shall also be accommodated with the POST per diem meal rate. Receipts are not required in either instance.

Section 9.02 Tuition Reimbursement Plan

The City will reimburse employees of this bargaining unit for tuition and book expenses with a maximum combined total of \$400 per fiscal year.

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ARTICLE X - MISCELLANEOUS ITEMS

Section 10.01 Shift Schedules

The City and Association agree to continue to discuss beneficial shift schedule options, including the 410 plan.

Section 10.02 OPOA Time Bank

The City shall create and administer an "OPOA Time Bank" by reducing each member's monthly vacation leave accrual by , 0.5 hours on a semi-annual basis, until the "Time Bank" reaches an accumulation of 300 hours. Hours credited to this bank shall be done at the hourly pay rate of the contributing member. Hours used shall be deducted at the hourly rate and time used by the consuming member. Use of the "Time Bank" shall be limited to the POA President or their designee and may only be used for official association business: i.e., Board meetings, meetings with the Chief of Police, or PORAC training. "Time Bank" may not be used for charitable activities. The department shall not be required to grant time off for Association business if it will require the position to be filled with overtime.

Section 10.03 Critical Incident Debriefing Policy

Purpose:

The purpose of implementing an administrative procedure is to ensure that all officers, acting within the course and scope of their employment on or off duty, who have been involved in a critical incident are treated equally and with respect in a manner conducive to emotional well-being. This procedure is not intended to infringe upon any criminal investigative procedures involving such a critical incident, but to eliminate needless rumors due to the treatment given to one officer versus another.

Definition:

Critical incident is hereby defined, but not limited to, circumstances which have occurred involving an officer's action resulting in moderate to major injury, including death, or another person.

Procedure:

The following procedure shall be followed uniformly unless extenuating circumstances demand modification.

A. Once an officer has been involved in a critical incident, he/she shall:

- a. Immediately notify his/her supervisor.
- b. Secure the scene.
- c. Notify and direct any assistance deemed necessary.

B. The officer shall advise the first supervisor on scene of:

- a. Location of involved parties.
- b. Identify perimeter of scene.

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- c. Identify all known evidence.
- d. Advise of any suspect information.
- e. If a weapon is used, it shall be holstered and delivered to investigations at the department.

C. The supervisor on scene shall:

- a. Take command of the scene, relieving the involved officer(s).
- b. Not interview the involved officer(s) other than described above.
- c. Assign someone to drive the involved officer(s) to the department building.
Note: Under no circumstances should the involved officer(s) to be transported in a secured arrangement, such as the rear seat of a patrol unit.
- d. If weapons have been used, ensure that officer(s) has holstered his/her weapon.

D. Supervisory Responsibilities:

- a. The officer's personal needs shall be attended to, including allowing the use of a telephone with privacy.
- b. A peer, if possible at the choice of the involved officer(s), shall be assigned to accompany and assist the involved officer(s) as deemed necessary.
- c. The involved officer(s) and peer shall be isolated from other personnel in general.
- d. The involved officer(s) shall be advised of his/her right to representation.
- e. If the officer's weapon is taken as evidence, the department shall immediately replace the weapon with another similar weapon.
- f. Notification of the involved officer's family should be done by the involved officer as soon as possible. However, if the involved officer has been injured or incapable of making such notification, the department shall make every attempt to make notification in person as soon as possible.
- g. The department psychologist shall be notified for psychological debriefing. This debriefing shall not be considered a "fit for duty" evaluation and will be held in strict confidence by the psychologist as privileged information. Officers who appear to be coping well after a critical incident may experience psychological symptoms later on, and they should be prepared to recognize and deal with these symptoms.
- h. The officer(s) shall be placed on administrative leave for the remainder of their respective work week. The Chief of Police may extend this leave if deemed necessary.

OAKDALE POLICE OFFICERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING 7/1/2026 – 6/30/2027

ARTICLE XI - TERMS AND CONDITIONS

Section 11.01 Duration

The terms of this Memorandum of Understanding shall become effective July 1, 2026, and continue in effect until June 30, 2027, unless modified, changed, or otherwise altered by force of law or by mutual agreement between the parties of this agreement.

Section 11.02 Conflicts

This Memorandum of Understanding shall govern in all conflicts between this agreement and any other related City documents except where demonstrated conflict exists with State or Federal law.

Section 11.03 Matters Affecting Wages, Etc.

It is mutually understood that all matters affecting wages, hours, and other terms and conditions of employment proposed or intended for modification through City ordinance, resolution, or by any similar vehicle causing the same shall be submitted to the Oakdale Police Officers' Association for their concurrence pursuant to Government Code Sections 3500 through 3511.

OAKDALE POLICE OFFICERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING 7/1/2026 – 6/30/2027

Date 4-21-2026

Signature J. RAMAR
Jerry Ramar, City Manager
City of Oakdale

Date 4-21-2026

Signature [Signature]
Jim Murray, President
Oakdale Police Officers' Association

Date 4-27-2026

Signature M. Falconi
Madyson Falconi, Vice President
Oakdale Police Officers' Association

Date 5/7/2026

Signature Janis Crabtree
Janis Crabtree, Secretary
Oakdale Police Officers' Association

For Operating Engineers Local Union No. 3
Of the International Union of Operating Engineers, AFL-CIO

Date _____

Signature _____



As of 5/13/2026, the OPOA does
not have a Union Rep.

Kristan Gochenauer
Exec. Asst to the City Mgr.
5/13/26

Re: OPOA Union Rep

From James Murray <jmurray@oakdaleca.gov>

Date Wed 2026-05-06 3:03 PM

To Kristan Gochenauer <kgochenauer@oakdaleca.gov>



Internal (jmurray@oakdaleca.gov)



[Safe](#) [Spam](#) [Phish](#) [More...](#) [Quarantine](#) [Allow & Block](#)

He is no longer are rep. I will forward you are new reps info as soon as I get it.

Traffic Officer Jim Murray #364

(209) 847-2231

Oakdale Police Department

250 N Third Ave

Oakdale Ca 95361

"Cowboy Capitol of the world"



From: Kristan Gochenauer <kgochenauer@oakdaleca.gov>

Sent: Wednesday, May 6, 2026 2:32 PM

To: James Murray <jmurray@oakdaleca.gov>

Subject: OPOA Union Rep

Hi Jim -

Who is the OPOA Union Rep? Is it Ossee Desmangles?

Thank you,

Kristan

Kristan Gochenauer

Executive Assistant to the City Manager

City of Oakdale

209.845.3574 | www.oakdalegov.com

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