

LABOR AGREEMENT BETWEEN

THE CITY OF VALLEJO

AND

THE VALLEJO POLICE OFFICERS ASSOCIATION

EFFECTIVE FROM JULY 1, 2000 THROUGH JUNE 30, 2010

January 2003 - Yellow

March 2003 – Blue

July 2003 – Green

July 2004 - Violet

TABLE OF CONTENTS

SECTION 1:	RECOGNITION.....	1
SECTION 2:	NO DISCRIMINATION	1
SECTION 3:	DUES DEDUCTION	2
SECTION 4:	HIRING.....	2
SECTION 5:	PROBATIONARY PERIOD.....	2
SECTION 6:	PROMOTIONS	2
SECTION 7:	SENIORITY.....	4
SECTION 8:	SALARIES.....	9
SECTION 9:	OTHER SALARY PROVISIONS	11
SECTION 10:	SUPPLEMENTAL ALLOWANCES	14
SECTION 11:	HOURS OF WORK.....	16
SECTION 12:	OVERTIME	18
SECTION 13:	STANDBY, COURT, AND CALL BACK PAY	19
SECTION 14:	HAZARD DUTY PAY	22
SECTION 15:	OUT OF TOWN EXPENSES.....	23
SECTION 16:	UNIFORM ALLOWANCE	23
SECTION 17:	HOLIDAYS AND HOLIDAY PAY	24
SECTION 18:	EDUCATIONAL INCENTIVE PAY PROGRAM	25
SECTION 19:	ANNUAL LEAVE.....	26
SECTION 20:	SICK LEAVE, SICK LEAVE BUY-BACK, MATERNITY LEAVE, AND BEREAVEMENT LEAVE	27
SECTION 21:	MEDICAL EXAMINATIONS.....	29
SECTION 22:	HEALTH AND LIFE INSURANCE.....	29
SECTION 23:	DENTAL PLAN.....	31
SECTION 24:	LEAVES OF ABSENCE.....	31
SECTION 25:	UNAUTHORIZED LEAVE	32
SECTION 26:	MILITARY LEAVE	32
SECTION 27:	RETIREMENT PLAN	33
SECTION 28:	POLICE VEHICLES	35
SECTION 29:	SAFETY.....	35
SECTION 30:	GRIEVANCE PROCEDURE	35
SECTION 31:	ASSOCIATION BUSINESS	39
SECTION 32:	POLICE OFFICERS' EMPLOYMENT RIGHTS	40
SECTION 33:	EXISTING BENEFITS.....	40
SECTION 34:	VALIDITY OF AGREEMENT	41
SECTION 35:	OUT-OF-CLASSIFICATION ASSIGNMENT.....	42

SECTION 36: POLICE DEPARTMENT GYM	42
SECTION 37: EMPLOYEE ASSISTANCE PROGRAM.....	42
SECTION 38: PAYCHECK AVAILABILITY.....	42
SECTION 39: POST TRAINING.....	42
SECTION 40: PREGNANT OFFICERS-MODIFIED DUTY	44
SECTION 41: INTERNAL AFFAIRS INTERVIEWS	45
SECTION 42: ADMINISTRATIVE APPEAL PROCEDURE FOR WRITTEN REPRIMANDS AND STANDARDS FOR REMOVAL OF DISCIPLINARY ACTIONS FROM SAFETY OFFICER'S FILE.....	47
SECTION 43: COMMUNICATIONS OPERATORS.....	47
SECTION 44: SAFETY VESTS	47
SECTION 45: MODIFIED DUTY ASSIGNMENTS	48
SECTION 46: EVALUATIONS	48
SECTION 47: CITIZEN COMPLAINTS.....	49
SECTION 48: SUBSTANCE ABUSE/DRUG TESTING	49
SECTION 49: TERM OF AGREEMENT	51
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**LABOR AGREEMENT
BETWEEN THE CITY OF VALLEJO
AND THE VALLEJO POLICE OFFICERS ASSOCIATION**

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THIS AGREEMENT made and entered into at Vallejo, California, by and between the City of Vallejo, a municipal corporation, hereinafter referred to as the "City", and the Vallejo Police Officers Association, a California Corporation, hereinafter referred to as the "Association", is intended to define the wages, hours and working conditions of that group of employees hereinafter identified during the term hereof and upon ratification and approval by the City Council of the City of Vallejo.

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SECTION 1: RECOGNITION

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- A. The City recognizes the Vallejo Police Officers Association as the representative in matters pertaining to wages, hours and other conditions of employment for those employees within the representation unit composed of the classified uniformed positions of Police Officer, Corporal, Sergeant, and Lieutenant.
 - B. The City agrees that it will not seek removal of listed classifications of Police Officer, Corporal, Sergeant and Lieutenant from the representation unit, nor petition for their exemption from the competitive civil service.

SECTION 2: NO DISCRIMINATION

- A. There shall be no discrimination by the City of Vallejo in employment conditions or treatment of employees on the basis of race, religion, sex, age, creed, membership or nonmembership in the Association, or participation in the activities of the Association.
- B. There shall be no discrimination by the Vallejo Police Officers Association in treatment of employees on the basis of race, religion, sex, age, creed, membership, participation or nonmembership in the Association.
- C. The City and VPOA acknowledge the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against disabled individuals in employment. Because the ADA requires accommodation for individuals protected under the Act, and because these accommodations must be determined on a case by case basis, the parties may disregard provisions of this Agreement in order for the City to avoid discrimination. VPOA recognizes that the City has a legal obligation to meet with the individual to be accommodated before any adjustment is made in working conditions. VPOA will be notified of the proposed accommodations prior to implementation by the City. Prior to disregarding any provision of this Agreement in order to undertake the required accommodations for an

40 individual protected by the Act, the City will provide VPOA with written
41 notice of its intent to disregard the provision, and will allow VPOA the
42 opportunity to discuss options to disregarding certain provisions of the
43 Agreement.

44 **SECTION 3: DUES DEDUCTION**

45 A. Under written authority by an employee and approval by the President and
46 Secretary-Treasurer of the Vallejo Police Officers Association, the City
47 agrees to remit once each month from the accrued wages of each
48 employee, after all other required deductions have been made, the sum
49 certified as Association dues, fees and assessments and deliver the said
50 sum to the Association Secretary-Treasurer. The amount authorized to be
51 deducted may be changed by written request of the President of the
52 Association at the commencement of each fiscal year.

53 B. In the event that a dispute by an employee relative to dues deductions
54 results in litigation against the City, the Union agrees to hold the City
55 harmless and reimburse it for any costs and attorneys fees.

56 **SECTION 4: HIRING**

57 A. Whenever the City hires an employee, it will inform the employee as soon
58 as possible of the terms and provisions of this Agreement. The City will
59 notify the Association in writing of such employment, giving the name,
60 date of hire and job classification of the new employee.

61 **SECTION 5: PROBATIONARY PERIOD**

62 A. All new employees who enter the City service designated as "lateral entry"
63 Police Officers, and who possess a State of California Police Officers
64 Standards and Training (POST) Basic Certificate, shall serve a
65 probationary period of twelve (12) months.

66 B. All other new employees covered under this Agreement shall serve a
67 probationary period of eighteen (18) months.

68 C. During the probationary period, employees have no seniority rights, but
69 they shall be subject to all of the other clauses of the Agreement. All
70 employees who are retained beyond the probationary periods as defined
71 in "A" and "B" above shall attain the status of a permanent employee and
72 time spent in the probationary period shall be included when computing
73 their seniority. An employee may be rejected by the City at any time
74 during the probationary period.

75 **SECTION 6: PROMOTIONS**

- 76 A. Promotions to classifications within the unit represented by the Vallejo
77 Police Officers Association shall be made from the ranks, provided the
78 candidate on the eligible list is qualified for the vacant position as
79 determined solely by the Chief of Police in accordance with Civil Service
80 Commission Rules and Regulations and the following Subsection.
- 81 1. In the event that there are no names on a reserve or re-
82 employment list in the classification to be filled, the names of all
83 candidates on promotional Lists of Eligibles developed under Civil
84 Service Rules and Regulations shall be certified by the Civil Service
85 Commission to the Chief of Police. If fewer than three (3) names
86 remain on the List the Chief may demand certification of at least
87 three (3) names and examinations shall be conducted until at least
88 three (3) names may be certified.
- 89 2. Once a promotional List of Eligibles has been certified by the Civil
90 Service Commission to the Chief of Police, the Chief of Police shall
91 recommend promotion to the appointing authority of the candidates
92 on that List utilizing criteria to include the quality and diversity of the
93 candidate's experience, raw Civil Service examination scores,
94 relevant academic and vocational education, work attendance and
95 productivity, and the candidate's understanding of the requirements
96 of the classification within the Police Department.
- 97 B. Vacancies in the exempt classification of Police Captain shall be filled
98 from the ranks, provided that the candidate is qualified for the vacant
99 position as determined solely by the appointing authority. All applications
100 submitted will be evaluated by the appointing authority, and if there are not
101 at least three (3) that are qualified, then an open recruitment may be
102 conducted.
- 103 C. If an officer on a promotional eligibility list created under Civil Service rules
104 is passed over in preference for someone with a lower standing on that
105 list, he/she shall be given a written explanation of the reasons from the
106 Chief of Police.
- 107 D. Each person receiving a promotional appointment shall serve a probation-
108 ary period in such promotional position of twelve (12) months, and if at the
109 end of said period such probationer has not been removed from the
110 promotional position, his/her appointment shall be deemed complete. Any
111 probationer may be rejected by the City at any time during the probation-
112 ary period without right of appeal or hearing in any manner. When a per-
113 son on promotion probation is removed therefrom, he/she shall be rein-
114 stated to the position from which he/she was promoted unless he/she is
115 discharged in accordance with applicable law.

116 E. Any person receiving a provisional promotion to a classification within the
117 unit represented by the Association who subsequently receives the next
118 regular promotion to that same classification shall receive credit for all
119 time working within that provisional classification towards the completion
120 of his/her twelve (12) month probationary period and the receipt of his/her
121 next scheduled step increase.

122 1. A provisional promotion will be differentiated from an out of
123 classification assignment as covered in Section 36(A), in that a
124 provisional promotion shall exist for a longer period of time than is
125 required to fill a temporary and unexpected vacancy caused by a
126 regular supervisor's absence due to illness, vacation or regular
127 days off.

128 2. Employees may serve in provisional appointments for a maximum
129 of nine (9) months. Employees promoted to a higher position after
130 serving as provisional employees in that position shall not receive
131 credit for such provisional service if sixty (60) days or more have
132 elapsed between the end of their provisional appointment and their
133 appointment to the promotional position.

134 F. The Department shall provide to applicants for promotional positions a
135 generic study guide relating to basic source materials. Nothing in this
136 section requires the Department to include in the study guide references
137 to specific code sections, chapters or orders.

138 G. Employees applying for promotional examinations within the Department
139 shall receive a notice at least three (3) months in advance of the dates on
140 which each general phase of the examination shall be conducted. If the
141 Department determines to change the date of any phase of the
142 examination, it shall provide written notice of the new date at least
143 fourteen (14) calendar days in advance of the new date.

144 H. To be eligible for promotion or to be considered for promotion, an
145 employee must have received at least an acceptable evaluation on all
146 evaluation dimensions on the most recent performance evaluation
147 preceding the promotional exam, or have satisfactorily completed a
148 Performance Improvement Plan. The provisions of Section 6H may be
149 waived at the discretion of the Chief of Police.

150 **SECTION 7: SENIORITY**

151 A. Seniority Defined

152 1. Classification Seniority is defined as the period of most recent
153 continuous service in the employee's classification. Employees
154 shall not attain classification seniority until completion of the

155 probationary period in that classification, at which time classification
156 seniority shall relate back to the most recent date of appointment to
157 such classification. Demotion for any reason shall not result in any
158 loss of seniority in the previous classification.

159 2. Where used in this Section, Patrol Division shall mean the Patrol
160 Division of the Operations Bureau of the Vallejo Police Department.

161 B. Seniority Credit

162 1. In computing seniority, credit shall be given for all classified service
163 in the Police Department except that a resignation or discharge
164 shall be considered a break in service and seniority credit shall not
165 be given for any service rendered prior to that break.

166 2. Seniority credit shall be allowed only for the following types of
167 absence from a position in the classified service:

168 a. Absence without pay not exceeding thirty (30) calendar
169 days.

170 b. Absence during authorized vacation period.

171 c. Absence on leave for active service in the armed forces of
172 the State of California or of the United States of America.

173 d. Absence on leave to accept exempt employment in any
174 department, office or bureau of the City, not to exceed one
175 (1) year of credit.

176 e. Absence on leave to accept temporary emergency
177 employment.

178 f. Absence on leave to serve the probationary period in a new
179 class in the event the employee does not complete the
180 probationary period due to a layoff. Seniority shall be
181 allowed only in the new class upon subsequent completion
182 of the probationary period in the new class.

183 g. Absence on leave made necessary by injuries in the line of
184 duty.

185 h. Absence on leave with pay made necessary by injuries not
186 sustained in the course of City employment.

187 i. Absence on leave while on loan to another agency if, in the
188 opinion of the City Manager, the City service stands to

189 benefit from the specific experience obtained from such
190 other employment or activity.

191 3. Other Seniority Provisions

192 a. In computing length of service, all periods of absence
193 without pay from the service of the City in excess of thirty
194 (30) calendar days, notwithstanding the reason or necessity
195 therefore, shall be deducted and no seniority credit granted
196 with the exception of recall to active military service which
197 shall be in compliance with Federal law.

198 b. Seniority credits for periods of absence from one class in or-
199 der to temporarily fill in another position shall be credited in
200 the former position.

201 c. If an employee is suspended through no fault of his/her own
202 and is later reemployed, he/she shall not lose any seniority
203 credit for any period of actual service; if, however, he/she
204 has been separated from service by resignation or discharge
205 for cause and is again employed, he/she shall not receive
206 any seniority credit for service rendered prior to his/her
207 separation from service.

208 d. When two or more employees are hired on the same date, in
209 the position of police officer, seniority shall be determined by
210 the date of the original police officer employment application
211 with the City.

212 e. When two or more employees are promoted on the same
213 date in the same classification, seniority shall be determined
214 by their final score rank order on the Civil Service list of
215 eligibles.

216 C. Seniority List

217 1. The Police Department shall establish and maintain a seniority list
218 by classification seniority. The seniority list shall be updated before
219 the last quarter of each calendar year and on that date posted in
220 the department. A copy of the list as posted shall concurrently be
221 mailed to the Association. Any objections to the seniority list as
222 posted shall be reported to the department personnel officer within
223 ten (10) days of the posting. Thereafter, employees shall not be
224 permitted to question the list as posted.

225 D. Team Assignments

- 226 1. All employees in the classifications of Police Officer, Corporal,
227 Sergeant and Lieutenant while assigned to the Patrol Division at
228 the discretion of the Chief of Police shall select annually in
229 November for a one (1) year period, their preferred team
230 assignment and days off on the basis of their classification
231 seniority.
- 232 2. Nothing contained herein shall limit the discretion of the Chief of
233 Police to determine the number of employees to be assigned to
234 each patrol team, division, unit, bureau or specialized position, or
235 the discretion of the Chief of Police to assign and transfer
236 employees to meet the requirements of the Department. A total of
237 five (5) specialized officers positions will be available each year
238 from within all of the Police Department specialized assignments
239 determined by the Chief of Police. It is understood and agreed that
240 at least one (1) officer position must be made available within the
241 specialized assignments determined by the Chief of Police which
242 contain three (3) or more sworn personnel not less than once every
243 three (3) years. Officers with two (2) or more years of Vallejo
244 Police Department experience shall be considered first for a
245 specialized assignment. Once an officer is rotated out of a
246 specialized position, he/she shall remain in the Patrol Division for at
247 least one (1) year prior to another specialized position unless an
248 exception is granted by the Chief of Police.
- 249 3. In the event it becomes necessary, in the opinion of the Chief of
250 Police, to transfer a Lieutenant, Sergeant, Corporal, or Police
251 Officer from one team to another, other than the team designated
252 as a relief team, it shall be a volunteer or it will be the officer with
253 the least seniority on the team from which the transfer is to be
254 made.

255 E. Vacation Selection

- 256 1. All employees shall annually select first and second vacation leave
257 periods (including annual leave in lieu of holidays) during the
258 months of November and December of each year on the basis of
259 classification seniority and rank order within team assignments
260 using the criteria in Sections E4, E5 and E6 below.
- 261 2. The Chief of Police shall, during November of each year, designate
262 the maximum number of employees who may be on vacation at any
263 one time for each bureau, division, team, unit or specialized activity
264 for the following calendar year.

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3. The selection of vacation periods may not be divided into segments of less than forty (40) or more than one hundred sixty (160) hours without the consent of the Chief of Police.
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4. One Patrol Division Sergeant or Lieutenant per watch shall be on regular assigned duty at all times.
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5. On the first and second vacation selection of more than forty (40) hours, the Sergeant will not be grouped with Officers.
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6. On vacation selections of less than forty (40) hours, only one Patrol Division Sergeant or Corporal per team shall be permitted to be on leave at any time. Only one Patrol Division Officer per team shall be permitted to be on leave at any time. Two (2) Officers would be allowed off in those instances where the Sergeant and Corporals are not on scheduled leave. Team supervisors may deviate from this provision in allowing additional personnel off in accordance with procedures established by the Chief of Police.
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7. After the first vacation selection, Advanced Officer Training will be scheduled around vacations that fall in January and February.
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8. Only one supervisor per shift (either Sergeant or Lieutenant) will be allowed off on a scheduled vacation during the following listed holidays:
- 285
- a. Fourth of July
- 286
- b. Memorial Day
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- c. Labor Day
- 288
- d. The evening of Halloween, concerning swing shift and graveyard.
- 289
- e. The evening of New Year's Eve, concerning swing shift and graveyard.
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9. Only one (1) officer per swing shift and graveyard shift is allowed off on a scheduled absence on the evenings of Halloween and New Year's Eve.
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10. Traffic Division Officers and their supervisor are not allowed scheduled vacation during the Fourth of July weekend as declared by the Traffic Division Supervisor and the scheduled Solano County Fair.
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299 F. Seniority shall apply for the selection of beats according to procedures
300 established by the Chief of Police. It is understood and agreed that
301 deviation from seniority shall be allowed when it is determined by the
302 Chief of Police or his representative to be in the best interest of the Police
303 Department.

304 **SECTION 8: SALARIES**

305 Any modification to Section 12 of the labor agreement between the City of Vallejo
306 and the Vallejo Firefighters, Local 1186 dated July 1, 2000 through June 30, 2010
307 shall not be binding upon the VPOA and shall be subject to collective negotiations in
308 the manner prescribed in the City Charter.
309

310
311 A. Wages for members of the bargaining unit shall be increased by six and one half
312 percent (6.5%) for the period July 1, 2000 through June 30, 2001. Wages for
313 that period shall be as specified in Appendix A.
314

315 B. Wages for members of the bargaining unit shall be increased for the period July
316 1, 2001 through June 30, 2002 by the same percentage provided by the Labor
317 agreement to members of the Vallejo Fire Department who are represented by
318 the International Association of Firefighters, Local 1186.
319

320 C. Wages for members of the bargaining unit shall be increased for the period July
321 1, 2002 through June 30, 2003 by the same percentage provided by the Labor
322 Agreement to members of the Vallejo Fire Department who are represented by
323 the International Association of Firefighters, Local 1186. The salary formula for
324 the International Association of Firefighters, Local 1186 for July 1, 2002, is
325 equivalent to a 9.38% salary increase. Additionally, 6.38% of the 9.38% salary
326 increase shall be payable on July 1, 2002. The parties have agreed to forego the
327 retroactive payment of the additional 3% and to have this increase applied to the
328 salaries on July 1, 2003. This shall be done prior to any other salary formula
329 calculations as called for in the current agreement effective for July 1, 2003.
330 Employees who retire during the period of July 1, 2002 through June 30, 2003,
331 shall receive the 3% increase on their final retirement payout for unused leave
332 balances.
333

334 D. Wages for members of the bargaining unit shall be increased for the period of
335 July 1, 2003 through June 30, 2004 by the same percentage provided by the
336 Labor agreement to members of the Vallejo Fire Department who are
337 represented by the International Association of Firefighters, Local 1186. The
338 salary formula for the International Association of Firefighters, Local 1186
339 provides for an increase in the base salaries by the additional 3%, which was
340 postponed July 1, 2002. After which, the base salaries shall increase by the
341 formula outlined in the International Association of Firefighters, Local 1186. The
342 salary formula for the International Association of Firefighters, Local 1186 for July
343 1, 2003, currently equates to a 6.78% salary increase. Additionally, 0.78% of the

344 6.78% salary increase shall be payable on July 1, 2003. The parties have
345 agreed to abandon the payment of the additional 6%, which will be divided into
346 three 2% annual increases, and to have these increases applied to the salaries
347 on July 1, 2004, July 1, 2005 and July 1, 2006. This shall be done prior to any
348 other salary formula calculations as called for in the current agreement.
349

350 E. Wages for members of the bargaining unit shall be increased for the period of
351 July 1, 2004 through June 30, 2005 by the same percentage provided by the
352 Labor agreement to members of the Vallejo Fire Department who are
353 represented by the International Association of Firefighters, Local 1186. The
354 salary formula for the International Association of Firefighters, Local 1186
355 provides for an increase in the base salaries by the additional 2%, which was
356 abandoned to July 1, 2004. After which, the base salaries shall increase by the
357 formula outlined in the International Association of Firefighters, Local 1186. The
358 parties agreed to defer the 4.5% scheduled increase to January 2007 to
359 purchase the CalPERS 3% COLA Retirement Enhancement.
360

361 F. Wages for members of the bargaining unit shall be increased for the period of
362 July 1, 2005 through June 30, 2006 by the same percentage provided by the
363 Labor agreement to members of the Vallejo Fire Department who are
364 represented by the International Association of Firefighters, Local 1186. The
365 salary formula for the International Association of Firefighters, Local 1186
366 provides for an increase in the base salaries by the additional 2%, which was
367 abandoned to July 1, 2005. After which, the base salaries shall increase by the
368 formula outlined in the International Association of Firefighters, Local 1186.
369

370 G. Wages for members of the bargaining unit shall be increased for the period of
371 July 1, 2006 through June 30, 2007 by the same percentage provided by the
372 Labor agreement to members of the Vallejo Fire Department who are
373 represented by the International Association of Firefighters, Local 1186. The
374 salary formula for the International Association of Firefighters, Local 1186
375 provides for an increase in the base salaries by the additional 2%, which was
376 abandoned to July 1, 2006. After which, the base salaries shall increase by the
377 formula outlined in the International Association of Firefighters, Local 1186.
378

379 H. Wages for members of the bargaining unit shall be increased for the period of
380 July 1, 2007 through June 30, 2008 by the same percentage provided by the
381 Labor agreement to members of the Vallejo Fire Department who are
382 represented by the International Association of Firefighters, Local 1186. The
383 members also have the option of purchasing the CalPERS 3% COLA Retirement
384 Enhancement with their deferred 4.5% July 1, 2004 scheduled salary increase no
385 sooner than January 2007. If the members opt no to purchase this benefit, they
386 shall receive the deferred 4.5% July 1, 2004 scheduled salary increase in
387 addition to the average salary increase as outlined above for the period of July 1,
388 2007 through June 30, 2008.
389

390 I. Wages for members of the bargaining unit shall be increased for the period of
391 July 1, 2008 through June 30, 2009 by the same percentage provided by the

392 Labor agreement to members of the Vallejo Fire Department who are
393 represented by the International Association of Firefighters, Local 1186.
394

395 J. Wages for members of the bargaining unit shall be increased for the period of
396 July 1, 2009 through June 30, 2010 by the same percentage provided by the
397 Labor agreement to members of the Vallejo Fire Department who are
398 represented by the International Association of Firefighters, Local 1186.
399

400 K. The Corporal classification shall receive salary at seven percent (7%) above the
401 top step Police Officer classification. It is further understood and agreed that
402 while first-line supervision for sworn officers is provided by Police Sergeants,
403 Police Corporals may be assigned to directly supervise and evaluate small work
404 groups composed of non sworn staff members. Nothing in this agreement is
405 intended to diminish the role of Police Sergeants in the Police Department's
406 organizational structure.
407

408 L. All employees covered by this Agreement shall have the option to enroll in the
409 deferred compensation plan, which is available to the City.
410

411 M. Longevity Pay

412 1. Effective January 1, 2003 the City shall compensate members who have a
413 total of 25 or more years of police service as defined in California Penal Code
414 Sections 830.1 and 830.2 (a), (as the sections existed on July 1, 2003) an
415 amount equal to five percent (5%) above their base salary.
416

417 2. Effective July 1, 2003 the City shall compensate members who have a total of
418 25 or more years of police service as defined in California Penal Code
419 sections 830.1 and 830.2 (a), (as the sections existed on July 1, 2003) will
420 receive an amount equal to ten percent 10% above their base salary.
421

422 3. Effective July 1, 2004 the City shall compensate members who have a total of
423 20 or more years and less than 25 years of police service as defined in
424 California Penal Code sections 830.1 and 830.2 (a), (as the sections existed
425 on July 1, 2003) an amount equal to five percent (5%) above their base
426 salary.
427

428 At no time shall such benefit be more than 10%. Vacation and sick leave pay for
429 officers who receive longevity pay shall include the appropriate premiums.
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432 **SECTION 9: OTHER SALARY PROVISIONS**

433 A. The salary plan of the City as it may affect the classifications represented
434 by the Association shall be administered as follows:

435 1. Entrance Step. The beginning or normal hiring rate will usually be
436 at the First Step. Every new employee shall be paid the First Step
437 on employment, except that the City Manager, or other designated
438 appointing authority, may authorize payment:

- 439 a. of the Second or Third Step of the hiring rate if:
- 440 i) labor supply is unusually restricted and employment
- 441 cannot be accomplished otherwise, or
- 442 ii) the person to be hired is unusually well qualified.
- 443 b. of the Fourth or Fifth Step as the hiring rate as determined
- 444 by the City Manager, or other designated appointing
- 445 authority, for exceptional reasons which shall be
- 446 documented in the appointing action.

447 2. Eligibility for Advancement. Time in step shall begin on the first day

448 of the payroll period if employment occurs during the first five (5)

449 days of the payroll period. If an employee begins work after the

450 fifth day of any payroll period, time in step shall begin on the first

451 day of the ensuing payroll period. The following time-in-step

452 requirements create eligibility for the next higher step:

	<u>Step</u>	<u>Time-in-Step</u>
453	1	6 Months
454	2	6 Months
455	3	1 Year
456	4	1 Year
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a. First Step: Normal hiring rate with no prior job experience.

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b. Second Step: Employee eligible after completion of six (6) months satisfactory work in the First Step or the equivalent of proven prior experience.

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c. Third Step: Employee eligible after at least six (6) months satisfactory work in the Second Step or the equivalent of proven prior experience.

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d. Fourth Step: Employee eligible after at least one (1) year of fully satisfactory work in the Third Step or the equivalent of proven prior experience.

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3. Fifth Step: Employee eligible after at least one (1) year fully satisfactory work in the Fourth Step. Change in Pay When Employees Change Classification

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a. Promotion. When an employee is promoted to a position of different classification with a salary range higher than that for the position previously occupied, he/she will receive the step that is 5% above his/her current salary. However if the next highest range above his/her current salary is at least 4.5% higher, he/she shall receive that salary range instead.

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b. Reclassification Upward. When a position is reclassified to a classification having a higher salary range, and the incumbent employee is appointed to the position so reclassified, the salary rate of such employee appointed to the reclassified position will normally be placed at the First Step in the higher range, provided that the present salary of such employee shall be continued if it is higher than the First Step in the higher range.

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c. Reclassification Downward. When a position is reclassified to a classification having a lower salary range and the incumbent employee is appointed to the position so reclassified, the salary rate of such employee will normally remain at the current rate. If the current rate then exceeds the maximum step of the new range, salary will be frozen at its current level until the incumbent leaves the position.

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4. Hourly Pay Rates. The hourly rate of an employee shall be calculated by dividing his/her total monthly rate by the product of 4.333 and the number of hours in his/her normal work week.

- 496 B. Canine Officers
- 497 1. Canine Officers shall be declared to be 7k exempt employees
498 under the Fair Labor Standards Act (FLSA) and shall be assigned
499 to a seven (7) day, 43 hour work period.
- 500 2. During a given work period, a Canine Officer may utilize up to
501 twenty-five (25) minutes of off-duty time per day for six (6) days per
502 work period and up to thirty (30) minutes of off-duty time one (1)
503 day per work period for the care and feeding of their assigned dog.
504 The rate of pay for such off-duty time spent caring for their
505 assigned dog shall be the officer's regular rate of pay.
- 506 3. A Canine Officer is prohibited from working off-duty more than the
507 25 or 30 minutes per day as specified above without advance
508 written permission from the Chief of Police, or his designee, except
509 in the case of an emergency involving the animal. In such case,
510 the rate of pay for the additional off-duty time shall be paid at the
511 rate required by the FLSA.
- 512 4. Dog care time shall not be considered time worked for purposes of
513 overtime under the labor agreement.
- 514 5. To the extent required by law, dog care time shall be included in
515 determining the Fair Labor Standards (FLSA) "hours worked" for
516 the seven (7) day FLSA work period, and the pay for such dog care
517 shall be computed in accordance with the FLSA.
- 518 6. The City shall reimburse a Canine Officer for all of the following
519 expenses: (1) veterinarian fees; (2) food; (3) grooming supplies;
520 and (4) other items essential for the care of the animal. To be
521 eligible for such reimbursement, advanced approval must be
522 received from the Chief of Police or his designee for all non-
523 emergency expenses.
- 524 7. The City reserves the exclusive right to terminate the Canine
525 Program at any time for reasons determined appropriate by the
526 Chief of Police.
- 527 C. Employees shall receive their compensation in a single check which shall
528 include the regular base salary, overtime, and out of classification com-
529 pensation. In the event IRS Regulations prohibit dual deductions on a
530 single check, two (2) checks will be issued.

531 **SECTION 10: SUPPLEMENTAL ALLOWANCES**

- 532 A. Telephone Expense. The City shall continue to reimburse members of the
533 Association for the basic monthly cost of maintaining a phone. Such

534 reimbursement shall be at the rate of \$6.53 per month and will be paid to
535 active employees in this representational bargaining unit in a lump sum
536 between June 1 and June 15 of each year; said sum to cover the twelve
537 (12) month period ending on June 30 of each year.

538 B. Bilingual Pay. Effective July 1, 2005, any employee who is bilingual shall
539 receive an additional 1% incentive pay in addition to his / her base salary,
540 provided the employee successfully completes the required proficiency
541 exam. Vacation and sick leave pay for bilingual officers shall include the
542 appropriate premiums for such assignment.

- 543
- 544 1. The City shall provide training materials such as CD's or computer
545 programs which the employee can utilize to train on their own time.
 - 546
 - 547 2. The proficiency exam shall be approved by both VPOA and the City of
548 Vallejo Human Resources Department.
 - 549
 - 550 3. The maximum Bi-lingual incentive pay shall be 1%.
 - 551

552 **SECTION 11: HOURS OF WORK**

553 A. Where used in this Section, Patrol Division shall mean the Patrol Division
554 of the Operations Bureau of the Vallejo Police Department.

555 B. A normal work week shall consist of forty (40) hours, based on a fifty-two
556 (52) week year. A normal work week shall consists of seven (7)
557 consecutive 24-hour periods beginning at 12:00 am on Saturday.

558 C. A normal work day shall consist of ten (10) hours per day on the basis of a
559 4-10 work week for the Patrol Division. The normal work day shall consist
560 of ten (10) hours on the basis of a 4-10 work week for the Crime
561 Suppression Unit, the Traffic Division, Investigations, and for any other
562 bargaining unit employee(s) where such a work schedule is determined
563 appropriate by the Chief of Police. For employees not on a 4-10 work
564 week, the normal work day shall consist of eight (8) hours per day on the
565 basis of a five (5) day work week. Included in the normal work day is a
566 thirty (30) minute paid on-duty lunch period which shall be taken as
567 directed by the Chief of Police.

568 1. The City will implement on or about the first week in March 1981, a
569 4-10 plan applicable to employees assigned to the Patrol Division.

570 2. Notwithstanding other provisions of this Agreement, the Police
571 Chief retains the unilateral right to develop, administer and
572 structure a 4-10 plan to meet the needs of the Department.

573 3. An evaluation of the 4-10 plan shall be conducted by the Police
574 Chief using such criteria as he/she deems appropriate.

575 4. For the Patrol Division, the Police Chief retains the unilateral right
576 to discontinue the 4-10 plan on the termination of this contract and
577 to revert to a 5-8 schedule except as such right shall be constrained
578 by negotiations, mediation, or arbitration pursuant to the City
579 Charter as amended in 1980. For all other employees, the Police
580 Chief retains the unilateral right to discontinue the 4-10 plan on the
581 termination of this contract.

582 D. Once shift selection has been completed, work schedules (work days and
583 reporting times) shall remain in effect for a period of at least three (3)
584 months except as provided in subsections 11E, 11F and 11G below. Any
585 change in work schedules shall be posted at least ten (10) days in
586 advance. Selection will be completed when the last eligible non-proba-
587 tionary officer picks his/her shift.

588 E. The Youth Services Section shall be assigned to a 4-10 work schedule
589 during the summer break in the school year. It is agreed by the City and

590 the Association that the schedule change may terminate in less than three
591 (3) months at the end of the summer break.

592 F. All employees outside of the Patrol Division shall have a flexible work
593 schedule while assigned to a 4-10 work schedule. For purpose of this
594 Agreement, a flexible work schedule is one in which assigned starting and
595 ending times may be periodically changed by the Chief of Police or his
596 representative according to the following:

597 1. Officers assigned to the Crime Suppression Unit may have their
598 assigned starting and ending times changed by up to two (2) hours
599 with advanced notice determined appropriate by the Chief of Police.
600 A twenty-four (24) notice shall be required for changes in excess of
601 two (2) hours.

602 2. All other Officers may have their assigned starting and ending times
603 changed by up to two (2) hours with advanced notice determined
604 appropriate by the Chief of Police. A seventy-two (72) hour notice
605 shall be required for changes in excess of two (2) hours. In the
606 event that the required notice is not given and the employee's
607 normal work schedule (normal reporting time) is changed in excess
608 of two (2) hours, he/she shall be paid at the rate of time and one-
609 half for hours worked outside the normal schedule.

610 3. An Officers schedule shall not be changed under Section 11F in
611 excess of one (1) hour to avoid payment of court overtime.

612 4. The City shall be reasonable in work schedule changes made
613 under Section 11F. It is understood that schedule changes shall be
614 made in response to Police Department needs as determined by
615 the Chief of Police.

616 5. The Association and the Chief of Police shall meet and review the
617 schedule changes made under Section 11F by June 30, 1997.
618 Changes can be made with mutual consent.

619 G. All employees may have their shifts, work schedules, hours of work
620 including days off temporarily changed by the Chief of Police or his/her
621 representative for the purpose of attending training. In such cases, the
622 employees shall be given ten (10) calendar days notice of the change.
623 The objective under this subsection is to maximize the number of
624 productive hours for the employee during the work week in which training
625 occurs.

626 H. For personnel assigned to other jurisdictions (e.g., DEA, County Task
627 Force, etc.) the hours of work shall comport with the schedule of their
628 assignment.

629 **SECTION 12: OVERTIME**

630 A. As used in this Agreement, overtime shall mean that time an employee is
631 authorized to work in excess of his/her regularly scheduled hours of work
632 in any given day. Time shall be recorded to the nearest one-half hour (30
633 minutes) with an employee having to work at least fifteen (15) minutes of
634 the half hour in order to qualify.

635 B. Overtime shall be paid at the rate of time-and-one-half the regular rate of
636 pay and computed in one-half (½) hour increments for an employee
637 having worked at least fifteen (15) minutes of the half hour, except as set
638 forth in Subsections C and D below.

639 C. It is understood and agreed that promoted employees during their first six
640 (6) months of promotional probation and all initial probationary employees
641 during their first twelve (12) months of probation shall not be entitled to
642 overtime payments for overtime hours resulting from training evaluation,
643 and counseling activities. Such employees for any such overtime hours
644 worked shall receive compensatory time off based on an hour-for-hour
645 equivalent of the overtime hours worked. Said time off shall be taken in
646 accordance with the needs of the Police Department with due regard for
647 the desires of the employees. For routine operational functions, all
648 employees shall be treated in accordance with Subsections A and B
649 above.

650 D. It is understood and agreed that employees performing full or modified
651 duties who as a result of a job incurred injury must attend medical
652 treatment or evaluation at times other than their regularly scheduled
653 working hours shall not be entitled to overtime payments. Such
654 employees shall receive compensatory time off based on an hour-for-hour
655 equivalent for such treatment or evaluation received on a regularly
656 scheduled work day. Said time off shall be taken from a contiguous shift
657 and in accordance with the needs of the Vallejo Police Department. In the
658 event that an employee cannot take that time off on a contiguous shift, the
659 employee shall be eligible to place the compensatory time (at straight
660 time) on the books subject to the rules of the Vallejo Police Department.

661 E. The following steps will be followed by the on-duty Watch Commander
662 when ordering an on-duty officer to work overtime that is not voluntary:

663 1. The on-duty Watch Commander shall first ask any on-duty police
664 officers for volunteers to work overtime.

665 2. If unsuccessful, the on-duty Watch Commander shall contact
666 oncoming officers who have placed their names on a volunteer list.
667 If still unsuccessful, the on duty Watch Commander shall then
668 make at least four (4) calls to off-duty officers who have placed their
669 name on a volunteer list, to have them work the overtime.

- 670 3. If the on-duty Watch Commander is unsuccessful in finding
671 someone to voluntarily work the overtime, the following procedure
672 shall be used:
- 673 a. Starting with the least senior officer and working up to the
674 most senior officer, personnel will be ordered to work
675 overtime.
- 676 b. A list shall be kept in the Watch Commander's office showing
677 each time an officer is ordered to work overtime so that no
678 officer shall be ordered to work overtime a second time until
679 all officers on the list have been ordered to work overtime
680 once.
- 681 c. If an officer is skipped due to absence, that officer will be first
682 in line to be ordered to work overtime upon his/her return.
- 683 d. Any officer who has a hardship reason for not being able to
684 work the overtime will be passed over until the next time
685 someone is ordered to work overtime.
- 686 e. An officer who is ordered to work overtime will be
687 reimbursed for the actual and necessary cost of a meal, not
688 to exceed \$7.50. This will apply to those officers who work
689 for at least four (4) hours overtime.
- 690 4. When the procedure is exhausted or if, in the judgement and
691 discretion of the Chief of Police, time does not allow for the pursuit
692 or completion of this procedure, the Chief of Police or his designee
693 may require employees to provide overtime work, and employee
694 may not refuse overtime assignments.

695 **SECTION 13: STANDBY, COURT, AND CALL BACK PAY**

- 696 A. Standby Pay. Employees may be assigned to standby duty by the Chief
697 of Police or his/her authorized representative.
- 698 1. Employees assigned to standby duty, other than detectives in the
699 General Investigations Division, shall be compensated at the
700 overtime rate of time-and-one-half for all such hours with a
701 minimum of two (2) hours compensation
- 702 2. Detectives shall be assigned to standby duty under the following
703 conditions:
- 704 a. When assigned to standby duty, the detective on standby
705 shall be paid at the rate of one (1) hour's pay at time-and-
706 one-half for each eight (8) hours on standby. (On work days,

707 the period between 1700 and 0830 hours shall be
708 considered sixteen (16) hours for this purpose.)

709 b. Insofar as possible, standby shall be assigned to detectives
710 on a rotational basis, evenly divided among those in the
711 Division.

712 c. If a detective on standby is called in to work, compensation
713 shall be paid at time-and-one-half for time worked, in
714 addition to compensation provided in A.2.a. above, with a
715 minimum of two (2) hours.

716 d. Detectives may arrange trades for standby duty with
717 approval of the immediate supervisor, with compensation
718 paid to the detective who performs the standby duty.

719 e. Standby detectives called in to work may, with approval of
720 competent authority, call in additional detectives and/or
721 clerical support for assistance as the particular investigation
722 may require.

723 3. Compensation as in A.1. and A.2. above shall be paid in either
724 compensatory time or pay, in accordance with the needs of the
725 Police Department, with due regard for the desires of the employee.
726 The primary purpose of this subsection is to ensure minimum
727 staffing.

728 4. An employee who is assigned to standby duty shall keep the on-
729 duty supervisor informed at all times where the employee may be
730 reached by telephone and be available to report to duty within a
731 reasonable time.

732 5. An employee assigned to standby duty who fails to comply with the
733 telephone and availability conditions shall not receive standby
734 compensation for the standby period and may be subject to
735 disciplinary action, for just cause.

736 B. Call Back. Employees called back to duty during off-duty hours shall be
737 compensated at the rate of time and one-half for all hours of such call
738 back with a minimum of three (3) hours compensation. This minimum
739 shall not apply when an employee is called back to duty within one (1)
740 hour of a scheduled work shift. In this case, the employee shall receive
741 one (1) hour pay at the rate of time and one-half.

742 C. Court Time. Employees required to make court appearances on behalf of
743 the City of Vallejo during off-duty hours, shall be compensated at the rate
744 of time and one-half for all hours of such time with a minimum of four (4)
745 hours compensation. For other cases arising out of their use of police

746 officer powers, the City may compensate the officer for court appearances
747 as determined by the Chief of Police in his/her discretion. This minimum
748 shall not apply when the court appearance is within two (2) hours of the
749 start of a scheduled work shift. VPD police officers who have laterally
750 transferred from other law enforcement agencies and are subpoenaed to
751 testify for such agencies relative to their prior law enforcement activities
752 shall be entitled to court time pursuant to this section.

753 1. Travel time shall be included in the minimum compensation if four
754 (4) hours or less total time is involved.

755 2. An employee who is subpoenaed to court shall telephone a City
756 maintained answering machine between the hours of 5 p.m. and
757 midnight on the date preceding the court appearance date to verify
758 that the subpoena has not been canceled. An employee who fails
759 to make verification will not be compensated if the employee
760 appears in court when the appearance has been canceled.
761

- 762 3. All subpoenas' shall be served in accordance with California Penal
763 Code Section 1328. An employee shall be notified at the earliest
764 time of the cancellation of the subpoena.
- 765 4. An employee who has a pending day-off court appearance
766 canceled or rescheduled to a subsequent day shall receive two (2)
767 hours pay at the rate of time and one-half as a
768 rescheduling/cancellation fee for such occurrence. No more than
769 one rescheduling fee shall apply per day and it will no longer be
770 necessary for the employee to appear or stamp his / her subpoena
771 at the District Attorneys office to receive such payment.
- 772 5. When a subpoena requires an employee to appear in court within
773 three (3) hours after the employee's regularly scheduled shift ends,
774 the employee may elect to have his/her overtime commence at the
775 end of his/her regularly scheduled shift. If the employee elects to
776 do this, the employee shall continue working as directed by the
777 Watch Commander until said court appearance.
- 778 6. When an employee is subpoenaed to court during off-duty hours
779 and that court appearance terminates after the four (4) hour
780 minimum and within three (3) hours of the employee's regularly
781 scheduled shift, the employee may elect to have his/her overtime
782 continue until the employee's regularly scheduled shift commences.
783 If the employee elects to do this, the employee shall report to the
784 Watch Commander for duty when he/she has completed said court
785 appearance.

786 **SECTION 14: HAZARD DUTY PAY**
787

- 788 A. Motorcycle Duty. Effective July 1, 2003, any employee regularly assigned
789 to motorcycle duty shall receive an additional 2.5% incentive pay in
790 addition to his / her base salary. Vacation and sick leave pay for officers
791 assigned to motorcycle duty shall include the appropriate premiums for
792 such assignment. Any employee assigned to motorcycle duty on a part
793 time basis shall receive an additional Two Dollars (\$2.00) for each shift so
794 assigned.
- 795 B. SWAT Pay. Effective July 1, 2003, any employee regularly assigned to
796 the SWAT Team shall receive an additional 1% incentive pay in addition to
797 his / her base salary, provided the employee successfully completes the
798 required physical agility standards. Vacation and sick leave pay for of-
799 ficers assigned to the SWAT Team shall include the appropriate premiums
800 for such assignment. It is specifically understood that employees may be
801 removed from SWAT duties at the direction of the Chief of Police.
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804 **SECTION 15: OUT OF TOWN EXPENSES**

805 A. Out of town expenses, meaning compensation for mileage for the use of a
806 private vehicle or the cost of meals necessary in relation to employment
807 are to be paid by the City. Authorization for either compensation for
808 mileage for private vehicle or compensation for meals must be approved
809 in advance by the Department. City vehicles must be used before private
810 vehicles are used and permission for use of private vehicles will be
811 granted only if no City vehicles are available.

812 1. Compensation for meals will be granted only when an employee's
813 presence out of town is required by Department business and
814 covers a normal meal.

815 2. Compensation for meals shall be as follows: \$7.64 for breakfast,
816 \$7.64 for lunch, \$18.34 for dinner.

817 3. If the employee's presence out of town requires the consumption of
818 breakfast, lunch, and dinner, then the employee shall receive a total
819 of \$ 33.62 for meals.

820 4. Meal Allowances will be increased on July 1, 1993 by the amount of
821 the Consumer Price Index for the United States, All Urban
822 Consumers Food Away From Home, for the previous year
823 measured to April preceding the effective date.

824 B. Mileage payments for the use of a private vehicle on City business, and
825 compensation for meals while out of town shall be in accordance with the
826 prevailing City policies and practices.

827 C. No receipt shall be required for meals except when it is needed to draw
828 from petty cash.

829 **SECTION 16: UNIFORM ALLOWANCE**

830
831 A. Effective July 1, 2000, 2001, 2002, and 2003 the uniform allowance shall be \$800.00 for
832 all employees.

833
834 B. Effective July 1, 2003 the uniform allowance of \$800 for each employee shall increase by
835 an amount, rounded to the nearest dollar, equal to the percentage increase applied to
836 base salaries for the year.

837
838 C. Effective July 1, 2004 the uniform allowance for each employee shall increase by an
839 amount, rounded to the nearest dollar, equal to the percentage increase applied to base
840 salaries for the year.

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- 842 D. Effective July 1, 2005 the uniform allowance for each employee shall increase by an
843 amount, rounded to the nearest dollar, equal to the percentage increase applied to base
844 salaries for the year, plus an additional \$100.00.
- 845
- 846 E. Effective July 1, 2006 the uniform allowance for each employee shall increase by an
847 amount, rounded to the nearest dollar, equal to the percentage increase applied to base
848 salaries for the year, plus an additional \$100.00.
- 849
- 850 F. This amount shall be paid on the first regular payday in December of each year. It is
851 understood and agreed that said uniform allowance is a reimbursement for costs incurred
852 by employees during the entire calendar year in which payment is made. It shall be the
853 responsibility of the employee to see that uniforms are kept clean and in good repair.
- 854
- 855 1. Any employee dismissed from City service shall not be eligible for a uniform
856 allowance for the fiscal year in which dismissal occurs.
- 857
- 858 2. Persons employed for less than the full calendar year shall be eligible for a pro-rata
859 uniform allowance, which shall be 1/12 of the full amount of annual allowance for each
860 full month of service.
- 861
- 862
- 863

864 SECTION 17: HOLIDAYS AND HOLIDAY PAY

- 865
- 866 A. Employees shall be entitled to thirteen (13) days annual leave in lieu of holidays.
867 For purposes of this section, a holiday is equal to ten (10) hours. Holidays shall
868 be accrued at the rate of time and one-half. Employees shall have the right to
869 elect on or before November 1st of each year to be paid for not more than five (5)
870 days in lieu of time off at the rate of time and one-half, payment therefore to be
871 made in one lump sum on the first regular payday in December of the year
872 following said election. The first choice shall be no later than January 1, for
873 payments to be received the following December. In the event an employee
874 retires, the employee shall receive a pro-rata payment of one quarter of the
875 number of days elected for each full quarter year completed (January-March;
876 April-June; July-September; October-December.) The holidays so identified shall
877 be Independence Day, Labor Day, Admissions Day, Columbus Day, Veteran's
878 Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, New
879 Year's Day, Washington's Birthday, Lincoln's Birthday, Martin Luther King, Jr.
880 Day, and Memorial Day.
- 881

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883 **SECTION 18: EDUCATIONAL INCENTIVE PAY PROGRAM**

884 A. Employees Covered

885 1. All employees shall be entitled to receive an additional 3% of salary
886 per month if they have obtained an Intermediate Certificate issued
887 by the California Commission on Peace Officer Standards and
888 Training (POST), and shall be entitled to receive an additional 5%
889 of salary per month if they have obtained a POST Advanced
890 Certificate. These amounts shall not be compounded and a
891 bargaining unit member may receive Educational Incentive Pay for
892 only the highest certificate awarded.

893 2. Effective January 1, 2000, employees shall be eligible for payments
894 under this subsection upon completion of the probationary period.

895 B. Incentive Program

896 1. Effective January 1, 2000, the First Award for all classifications
897 shall be three percent (3%) per month, and the Second Award shall
898 be five percent (5%) per month.

899 2. The Educational Incentive Benefit shall be included in the
900 computation for overtime.

901 3. Upon meeting the requirements, educational incentive pay shall be
902 retroactive to the first pay period following application by the
903 employee.

904

905 **SECTION 19: ANNUAL LEAVE**

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907

- 908 A. Employees covered by this Agreement shall be entitled to accumulate
909 annual leave in accordance with the following schedule based on years of
910 continuous service:

911

Years of Continuous Service	Accrued Annual Leave Per Biweekly Pay Period
0 Through 4	10.58 Hours
More than 4 Through 12	12.12 Hours
More than 12 Through 20	13.66 Hours
More than 20 Through 26	14.89 Hours
More than 26	16.12 Hours

912
913
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- B. The annual leave accrual rates in the table listed in the table immediately above include the accrual of the annual leave referred to in Section 17, Holidays and Holiday Pay.

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- C. Effective July 1, 2003 employees are eligible to accumulate annual leave up to the amount which can be accumulated in four (4) years.

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- D. Effective January 1, 1997, no employee shall be allowed to accrue annual leave above the maximum allowed accumulation from all sources of annual leave accrual at any time unless one of the following exceptions is granted by the Director of Human Resource, or designate.

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1. An exception shall be granted by the Director of Human Resources or his designate, in the event that an injury or illness to the employee, or the employee serving on jury duty precludes that employee from using accrued annual leave. To be considered for this exception, the Director of Human Resources must be informed of the circumstances surrounding the need to allow for the exception before an employee's annual leave accumulation reaches the maximum. The employee shall be paid for any accrual in excess of the maximum which occurs during the period of time the employee was precluded from using annual leave due to the circumstances listed above. Payment for such annual leave shall be at the employee's current pay rate.

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2. The Director of Human Resources, or designate, shall grant an exception in cases where an employee's scheduled annual leave was canceled by the Chief of Police. To be considered for this exception, the Director of Human Resources must be informed of the circumstances surrounding the need to allow for the exception before an employee's annual leave accumulation reaches the

940 maximum. The employee shall be paid for any accrual in excess of
941 the maximum caused by the cancellation of the scheduled annual
942 leave. In no circumstances, shall the amount of payment exceed
943 the amount of vacation that was canceled by the Chief of Police.
944

945 **SECTION 20: SICK LEAVE, SICK LEAVE BUY-BACK, MATERNITY**
946 **LEAVE, AND BEREAVEMENT LEAVE**

- 947 A. Upon satisfactory completion of six (6) months of full-time service by any
948 regular employee, his/her record shall be credited with ten (10) hours sick
949 leave for each full month between the date of employment and the end of the
950 current calendar year. Thereafter, the employee shall be credited with ten
951 (10) additional hours sick leave for each additional full month of employment
952 to a maximum of one hundred-twenty (120) hours in each consecutive twelve
953 (12) month period.
- 954 B. Whenever an employee is granted and takes sick leave, the number of hours
955 which occur during said leave based on the employee's scheduled work day
956 shall be subtracted from accumulated sick leave benefits. Any member of the
957 bargaining unit assigned to work a shift in excess of 10 hours, who is off sick
958 for an entire work day shall have only 10 hours deducted from his/her sick
959 leave balance. The intent of this provision is to ensure that each employee
960 receives a full 12 sick days per year.
- 961 C. Sick Leave Buy-Back. After ten (10) or more years of continuous service, any
962 employee who retires, resigns, dies or is laid off by City action, shall be paid
963 for one-half (½) of any accumulated sick leave pay, at his/her regular straight
964 time rate of pay, said payment to be made to the employee or his/her
965 designated beneficiary. The ten (10) year minimum shall be waived in the
966 event of a work-related disability retirement.
- 967 D. Officers on 4850 time are to recuperate at their place of residence or other
968 acceptable place commensurate with their medical condition, except when
969 being treated by medical personnel or when hospitalized, and they are to
970 keep the Division Commander or his/her designate regularly informed as to
971 their locality. Failure to follow the above guidelines may subject an officer to
972 the loss of paid 4850 leave and/or disciplinary action.
- 973 E. The City will amend its PERS contract pursuant to Government Code Section
974 20.862.8 to permit employees to credit accumulated sick leave towards
975 retirement service credit. Prior to calculating retirement service, pay for
976 unused sick leave received by employees under Subsection 20.C shall be
977 deducted from accumulated sick leave hours.
- 978 F. All employees will be eligible for maternity leave for childbearing or pregnancy
979 related disability. Said leave will not exceed twelve (12) weeks. Maternity
980 leave may commence no earlier than two (2) weeks prior to the expected birth
981 unless stipulated by the attending physician and/or employee's OB-GYN.

982 Extensions shall be granted upon the recommendation of the attending
983 physician and/or the employee's OB-GYN regarding pregnancy related
984 illness.

985 1. No employee will be penalized for time off due to her pregnancy or
986 childbearing.

987 2. All employees, while on unpaid maternity leave, will be responsible
988 for full payment of any City-paid contribution into benefits on behalf
989 of the employee.

990 3. Maternity leave must be requested in writing to the City Manager.

991 4. No employee will suffer a loss in seniority as it relates to vacation
992 scheduling, reassignments, layoffs, and recall during the initial
993 twelve (12) week maternity leave period. Loss of seniority will result
994 after twelve (12) weeks unless a pregnancy related extension is
995 stipulated by the attending physician and/or the employee's OB-
996 GYN.

997 5. The employee shall have the option of using sick leave, annual
998 leave, compensation leave, leave without pay, or emergency leave.

999 6. After leave for childbearing or pregnancy related disability, the
1000 employee shall be reinstated to her original position before the leave
1001 or to a position of like status.

1002 G. Each employee occupying a permanent position shall be eligible for paid
1003 Bereavement Leave up to a maximum of three (3) working days per
1004 bereavement for the death of the employee's husband, wife, parent, brother,
1005 sister, child, grandparent, or grandchild or the corresponding relations by
1006 affinity, provided:

1007 1. The employee notified the City of the purpose of his/her absence
1008 on the first day of such absence;

1009 2. The day of absence is one of the three (3) days commencing with
1010 the day of such death or the day immediately following the day of
1011 such death;

1012 3. The absence occurs on the day during which the employee would
1013 have worked but for the absence;

1014 4. The day of absence is not later than the day of such funeral except
1015 where substantial travel time is required;

1016 5. The employee, when requested, furnishes proof satisfactory to the
1017 City of the death, his/her relationship to the deceased, the date of
1018 the funeral, and the employee's actual attendance at such funeral.

1019 H. An employee shall not be allowed to use sick leave for any work-related
1020 illness or injury.

1021 **SECTION 21: MEDICAL EXAMINATIONS**

1022 A. Whenever an employee sustains an injury or disability arising out of and in
1023 the course of his/her employment with the City, and by reason thereof
1024 becomes entitled to receive compensation under the Insurance Safety Act
1025 of the State of California or under any other State law, the employee shall
1026 be granted leave with pay while such disability continues but not to exceed
1027 one (1) year for any one injury or disability, provided, that such employee
1028 assigns to the City of Vallejo any compensation allowed him/her under the
1029 Workers' Compensation Insurance and Safety Act, or under any State law.
1030 Paid leave shall be granted regardless of the accumulated sick leave
1031 balance credited to the employee.

1032 B. If, in the opinion of the appointing authority, an employee is incapacitated
1033 from performing the duties of his/her position on account of sickness or
1034 injury, such employee may be required to submit himself/herself for
1035 examination to the City health officer or physician or other practitioner
1036 approved by the City Manager.

1037 C. If the report of such physician or physicians shows the employee to be in
1038 an unfit condition to perform his/her duties, the department head shall
1039 have the authority, subject to the approval of the City Manager, to compel
1040 such employee to take sufficient leave of absence as will be necessary to
1041 fit him/her to perform the duties of his/her position; provided, however, that
1042 if such employee is eligible for disability retirement under the provisions of
1043 State law, the City Manager may direct the Director of Human Resources
1044 to submit the medical report of said physician or physicians to the
1045 Retirement Board for the purpose of considering the retirement of the
1046 employee for permanent disability.

1047 D. If an employee is required to submit to a medical exam, the employee
1048 shall be given a copy of the results once those results are provided to the
1049 department. This provision does not apply to psychological or psychiatric
1050 exams.

1051 **SECTION 22: HEALTH AND LIFE INSURANCE**

1052 A. Health Insurance

1053 1. The City shall provide to all employees and eligible dependents,
1054 and to retiree-annuitants, the PERS Health Benefits Program.

1055 2. Effective July 1, 1996, the City's payment of medical premiums for
1056 employees and eligible dependents shall be the full premium cost
1057 of the chosen medical plan offered through PERS Health Plan
1058 Services Division.

- 1059 3. The City's existing health program for retiree-annuitants shall
1060 continue through December 31, 1996. Effective January 1, 1997,
1061 City's contribution for eligible police retiree-annuitants shall be the
1062 same as the current City of Vallejo Fire retiree-annuitants. Also,
1063 effective January 1, 1997, police retiree-annuitant basic and
1064 supplemental contribution rates for subsequent years will be
1065 increased by 10% per year pursuant to the Government Code.
- 1066 4. The eligible retiree-annuitants must be members of the PERS
1067 Health Benefits Program at the time of retirement.
- 1068 5. Eligible retiree-annuitants will be those retired employees of the
1069 City who meet the requirements of PERS retirement.
- 1070 6. If retiree-annuitants are enrolled in both Part A (Hospital) and Part
1071 B (Medical) of Medicare, then the retiree-annuitants shall
1072 participate in a Medicare supplementary program as provided for in
1073 Government Code Sections 22819 and 22859.
- 1074 7. The City will provide an optical and eyeglasses plan to all
1075 employees and their dependents and shall pay the full cost

1076 of the plan. Effective July 1, 1996 the optical and eyeglass plan
1077 provided by the City shall provide the same or similar benefit levels
1078 to Vision Services Plan C.
- 1079 8. The City agrees to continue payment for health and welfare
1080 benefits for the surviving spouse of an Officer killed in the line of
1081 duty until such spouse remarries, and for the surviving children of
1082 such officer until each reaches the age of eighteen (18) or is no
1083 longer a dependent of the surviving spouse (as determined by the
1084 IRS) whichever is later. This is subject to the rules and regulations
1085 of the various carriers of the health and welfare benefits.
- 1086 9. Effective July 1, 1996, employees who have health insurance may
1087 waive the health insurance coverage offered by the City if they
1088 prove to the City's satisfaction that they have medical coverage
1089 which is at least equal in coverage to that provided by the City. An
1090 employee who waives the health coverage shall receive the
1091 "Kaiser-North" employee only premium established through PERS
1092 Health Plan Services Division on a monthly basis in cash.
- 1093 B. Life Insurance
- 1094 1. Effective July 1, 1996, the City shall maintain a \$40,000 term life
1095 insurance policy with a \$40,000 accidental death and
1096 dismemberment (double indemnity) feature, and pay the premium
1097 costs of such a plan.

1098 2. Effective July 1, 1984, the City shall allow current retirees who are
1099 now covered by VPOA Standard Insurance Policy #236782-A, and
1100 who meet the eligibility requirements, to be covered by the current
1101 \$14,000 policy, and to pay their own premium.

1102 **SECTION 23: DENTAL PLAN**

1103 A. Effective July 1, 1990, the City shall maintain the existing dental plan,
1104 increase the yearly maximum from the current \$1,000 to \$2,000, and
1105 provide bridgework to seventy (70%) coverage. The City shall pay the
1106 premium costs of such plan for all employees and their dependents.

1107 B. Effective July 1, 1990, the City shall maintain the existing orthodontic plan
1108 and increase coverage to allow for employee and dependent children
1109 which shall provide fifty percent (50%) coverage to a lifetime maximum of
1110 \$2,000 per covered individual. The City shall pay the premium costs of
1111 such plan.

1112 **SECTION 24: LEAVES OF ABSENCE**

1113 A. The City Manager may grant a regular employee leave of absence with or
1114 without pay not to exceed one (1) year, if either or both of the following
1115 should be found:

1116 1. The employee's occupation during leave of absence will improve
1117 the proficiency of the employee in City employment and return of
1118 the employee is desirable and in the interests of the City.

1119 2. The employee's circumstance is such that the employee must
1120 resign if leave is not granted and the performance of the employee
1121 is such that a return to City service is desired so that the
1122 inconvenience of the absence of the employee is thereby justified.
1123
1124

- 1125 B. No such leave shall be granted except upon written request of the
1126 employee. Approval shall be in writing and a copy filed with the Civil
1127 Service Commission. Authority to grant leave of absence shall include
1128 authority to abrogate such leave of absence.

- 1129 C. Upon expiration of a regularly approved leave, or within a reasonable
1130 period of time after notice to return to duty, the employee shall be
1131 reinstated in a position of the same or equivalent class as that held at the
1132 time leave was granted. Failure on the part of the employee on leave to
1133 report promptly at its expiration or within a reasonable time after
1134 abrogation of leave or notice to return to duty shall be cause for dismissal.

- 1135 D. Failure to report at the expiration of a leave shall remove an employee
1136 from the service of the City.

- 1137 E. If an employee desires to report for duty prior to the expiration of a leave
1138 of absence, the employee shall notify the appropriate department head in
1139 writing and thereupon shall return within one week from the date of the
1140 receipt of the communication by the head of the department; provided,
1141 however, that if for reasons of economy, in the opinion of the head of the
1142 department, it is not advisable to fill the position, or if it has been filled
1143 during the absence of the employee on leave, then the employee shall not
1144 return prior to the expiration of the leave of absence if so directed.

1145 **SECTION 25: UNAUTHORIZED LEAVE**

- 1146 A. No employee shall be absent from duty without leave, except in case of
1147 sickness or great emergency.

- 1148 B. An employee who is absent from service without a valid leave of absence
1149 for ten (10) consecutive calendar days shall be deemed to have
1150 abandoned the position held with the City and to have resigned from the
1151 service, unless the employee shall within a period of thirty (30) calendar
1152 days next succeeding such ten (10) days, establish that such failure was
1153 excusable; provided, however, that nothing herein contained shall be
1154 construed as preventing the employing authority from suspending or
1155 discharging an employee on account of unauthorized leave.

1156 **SECTION 26: MILITARY LEAVE**

- 1157 A. Military leave, as defined in State law, shall be granted to any regular
1158 employee. Any employee who is granted military leave may be paid at
1159 his/her regular rate to a maximum of thirty (30) calendar days, in any
1160 calendar year, while on such leave.

- 1161 B. All employees entitled to military leave shall give the City Manager an
1162 opportunity, within limits of military regulations, to determine when such
1163 leave shall be taken.

1164 C. All persons who voluntarily enlist or otherwise enter the armed forces of
1165 this State or of the United States of America during time of war, or for the
1166 duration of any limited or other national emergency as declared by the
1167 President or Congress of the United States or by the Governor of
1168 California shall, during the period of such service and for a period of six (6)
1169 months from and after the termination of such service, be on a leave of
1170 absence from the City and shall be entitled to return to the service of the
1171 City during the time so designated, to the same rank and position to which
1172 they would be or would have been entitled to in the event any change in
1173 personnel has occurred during the period of military leave; provided,
1174 however, that any such person is not, upon such return, either physically
1175 or mentally incapacitated from performing the duties of the position to
1176 which he/she is entitled to be restored. No such leave shall be allowed to
1177 any employee who is dishonorably discharged from any branch of the
1178 armed forces.

1179 **SECTION 27: RETIREMENT PLAN**

- 1180 A. Effective July 1, 2000 the City shall provide the California Public Employee
1181 Retirement System Local Safety 3% at 50 retirement program to all
1182 eligible members of the representational unit.
- 1183 B. Effective July 1, 1990, the City shall provide to those employees currently
1184 covered the Third Level of 1959 Survivor Benefit Sections 21380-87
1185 including Section 21382.4. The \$2.00 per month cost shall be borne by
1186 the employee. Effective July 1, 1999 or as soon after that date as
1187 possible, the City shall provide to all employees the Fourth Level of 1959
1188 Survivor Benefit.
- 1189 C. Effective as soon as practical after July 1, 1996, the City shall modify its
1190 contract with PERS to provide that bargaining unit members may “buy
1191 back” time served on active duty with the United States military prior to
1192 employment with the City according to PERS rules and regulations on a
1193 cost-neutral basis to the City.
- 1194 D. All employee contributions required by PERS shall be made by the City of
1195 Vallejo by deducting the amount of the total PERS employee contribution
1196 from the salary of the employee.
- 1197 E. The City shall implement the provisions of section 414(h)(2) of the Internal
1198 Revenue Code ("IRC") for the employee contributions deducted from the
1199 salary of employees. This shall not be construed as a guarantee by the
1200 City of the existence or continuation of any tax benefits arising from this
1201 section of the IRC, nor shall the City indemnify any employee against any
1202 loss that may result from any different interpretation, change or elimination
1203 of the relevant sections of the IRC.

1204 F. The City of Vallejo shall contact the Public Employees Retirement System
1205 (PERS) and request a cost estimate for the optional 3% Annual Cost of
1206 Living Allowance Increase for retirees. If at any time during the term of
1207 this agreement, this benefit can be provided at no cost to the City of
1208 Vallejo, the City shall contract with the Public Employees Retirement
1209 System (PERS) to provide this benefit. At any time during the term of this
1210 agreement, the Union can elect to purchase the benefit with the cost to be
1211 deducted from a scheduled annual salary increase.

1212

1213 G. Effective July 1, 2003, or as soon as possible thereafter the City will
1214 develop and fund a program which will allow employees, at their option, to
1215 roll their leave pay-out, tax deferred, into a 401A or Insured Sick Option
1216 Plan (ISOP), provided such plan can be implemented within the deferred
1217 compensation and/or Internal Revenue laws.

- 1218
1219 1. The City shall spend no more than \$1,500 to set up such program
1220 for both VPOA and IAFF.
1221
1222 2. The City shall spend no more than \$1,000 annually for members of
1223 both VPOA and IAFF.

1224 **SECTION 28: POLICE VEHICLES**

- 1225 A. All police vehicles shall be maintained in a mechanical condition which is
1226 at all times safe for police work.
- 1227 B. A police vehicle may be determined by the employee assigned to operate
1228 the vehicle, and his/her immediate supervisor, to be unsafe. Such vehicle
1229 shall be taken out of service immediately and not assigned to any
1230 employee until the vehicle has been returned to a safe mechanical
1231 condition. The employee shall be assigned by the immediate supervisor
1232 to other duties while the vehicle is out of service.

1233 **SECTION 29: SAFETY**

- 1234 A. Safety equipment as mandated by State law to properly protect police
1235 officers shall be provided by the City. Such safety equipment shall be
1236 maintained by the City in a condition suitable for police service as may be
1237 required by law.

1238 **SECTION 30: GRIEVANCE PROCEDURE**

- 1239 A. For the purpose of this Agreement, the term "grievance" means any
1240 dispute concerning wages, hours and working conditions with respect to
1241 the meaning, interpretation, application or alleged violation of the terms
1242 and provisions of this Agreement, as well as questions of arbitrability.
- 1243 1. Notwithstanding Subsection A above, matters for which another
1244 appeal or grievance procedure has been established by law, such
1245 as employee disciplinary actions under City Charter Sections
1246 803(n) and 803(o), disability retirements, workers' compensation
1247 issues, and written reprimands shall be governed by applicable
1248 provisions of law, and not by this grievance procedure.
- 1249 2. [Appeal of Disciplinary Actions shall be subject to Section J of this](#)
1250 [Grievance Procedure.](#)
- 1251 B. In the event a complaint has not been resolved by verbal discussion with
1252 the employee's supervisor designated for that purpose by the department
1253 head, the matter shall be resolved in the following manner:
1254
- 1255 1. **FIRST STEP**
- 1256 a. To be processed hereunder a grievance must be reduced to
1257 writing, state the facts upon which it is based, when they
1258 occurred, specify the section of the agreement which has
1259 allegedly been violated, state the desired resolution, must be
1260 signed by the employee who is filing the grievance and the
1261 Association President or his/her designee, and must be

1262 presented to the department head or his/her designated
1263 representative within ten (10) regularly scheduled working
1264 days after the employee has knowledge of the occurrence of
1265 the event upon which it is based. However, no grievance
1266 shall be processed hereunder regarding an occurrence
1267 which happened more than twenty (20) regularly scheduled
1268 working days prior to the date the written grievance is
1269 presented to the department head or his/her designated
1270 representative. Within ten (10) regularly scheduled working
1271 days following appropriate presentation of the written
1272 grievance, the department head and/or his/her designated
1273 representative shall meet the grievant and the Association
1274 President or his/her designee to discuss the grievance. A
1275 written answer shall be given by the department head or
1276 his/her designated representative within ten (10) regularly
1277 scheduled working days after the date of the First Step
1278 meeting.

1279 2. SECOND STEP

1280 a. If the grievance has not been settled at the First Step and if it
1281 is to be appealed to the Second Step, the grievant and the
1282 Association President or his/her designee shall notify the
1283 Director of Human Resources and the City Manager in
1284 writing within five (5) regularly scheduled working days after
1285 the grievant's receipt of the First Step response. If such
1286 notification is made, the grievance shall be reviewed at a
1287 meeting between the City's and the Association's grievance
1288 committees within ten (10) regularly scheduled working days
1289 after receipt by said Director of a notice of desire to appeal.
1290 A written answer shall be given by the City's grievance
1291 committee to the grievant and the Association's grievance
1292 committee within five (5) regularly scheduled working days
1293 after the date of the Second Step meeting.

1294 3. THIRD STEP

1295 a. If the grievance has not been resolved in the foregoing steps
1296 and the Association desires to carry it further, the Associa-
1297 tion shall, within ten (10) regularly scheduled working days
1298 following receipt of the City's Second Step answer, advise
1299 the Director of Human Resources and the City Manager in
1300 writing that such answer is unacceptable, the reasons it is
1301 deemed to be unacceptable and that the matter is being
1302 referred to an Arbitration Board.

1303 b. The Arbitration Board shall consist of one (1) representative
1304 selected by the City, and one (1) representative selected by

1305 the President. The City and Association Representatives
1306 Arbitration Board shall immediately request the California
1307 State Mediation and Conciliation Service to provide a list of
1308 seven (7) neutral arbitrators. The City and the Association
1309 shall alternately strike a name from the list (the winner of a
1310 coin toss to go second), and the last name remaining shall
1311 be designated as the neutral arbitrator on the Arbitration
1312 Board. The decision of a majority of the Board of Arbitrators
1313 shall be final and binding upon all parties.

1314 c. The Board of Arbitrators shall not have any authority to add
1315 to, subtract from, change or modify any provisions of this
1316 Agreement but shall be limited solely to the interpretation
1317 and application of the specific provisions contained herein.

1318 d. The expenses and fees, if any, of the Association
1319 representative shall be borne by the Association. The
1320 expenses and fees of the impartial arbitrator shall be shared
1321 equally by the City and the Association.

1322 C. Time limits at any step of the grievance procedure may be extended only
1323 by mutual written agreement between the City and the Association. In the
1324 event the Association does not appeal a grievance from one step to
1325 another within the time limits specified, the grievance shall be considered
1326 as being settled on the basis of the City's last answer. In the event the
1327 City fails to reply to a grievance at any step of the grievance procedure
1328 within the specified time limits, the grievance may be processed by the
1329 Association to the next step in the grievance procedure.

1330 D. Association representatives shall suffer no loss of pay from their regularly
1331 scheduled work for time necessarily spent processing grievances as
1332 provided for in this grievance procedure. In no event shall such
1333 representatives be eligible for additional compensation or compensatory
1334 time off as a result of their activities in conjunction with said processing.
1335 The processing of grievances shall not create a serious disruption of work
1336 or an unsafe condition.

1337 E. A grievance concerning matters directly affecting five (5) or more persons
1338 in the bargaining unit shall be termed a "unit-wide" grievance and shall be
1339 filed not later than fifteen (15) regularly scheduled working days following
1340 the occurrence which is being grieved, shall be signed by the President of
1341 the Association or his/her designee, and shall be processed starting at the
1342 First Step of the grievance procedure.

1343 F. The City shall be promptly informed in writing as to the membership of the
1344 Association's grievance committee and any changes therein.

1345 G. In matters involving disputes over the applicability of the grievance
1346 procedure itself, such as might arise concerning identification of those

1347 instances cited in Section 31 A.(1), wherein the City withholds its
1348 participation in the grievance procedure, the Association may file for
1349 arbitration under the demand proceedings established by the American
1350 Arbitration Association rules then in effect, provided that the Association
1351 first exhausts in the prescribed manner all steps set forth in this grievance
1352 procedure.

1353 1. Such filing must occur not sooner than five (5) days and not later
1354 than fifteen (15) regularly scheduled working days following the
1355 date of appeal by the Association to the Third Step of the grievance
1356 procedure.

1357 H. Wherever the words as used in this grievance procedure, "regularly
1358 scheduled working days" shall be defined as those days which are
1359 scheduled for work between Monday and Friday, both inclusive, excluding
1360 holidays recognized under this agreement.

1361 I. This grievance procedure supersedes the Employee Grievance Procedure
1362 set forth in Administrative Rule 2.3 issued February 15, 1970, and said
1363 Administrative Rule shall be of no further force and effect between the
1364 parties during the term of this Agreement.

1365 J. Appeal of Disciplinary Actions

1366 1. Arbitration of Disciplinary Actions

1367 a. An employee subject to disciplinary action as set forth in Civil Service Rule
1368 18.1 may elect, at the employee's option, to appeal that determination
1369 through arbitration, pursuant to this agreement. Such employee may not
1370 appeal a disciplinary action to both the Civil Service Commission and
1371 arbitration.
1372

1373 2. Notice to Appeal

1374 a. An employee subject to disciplinary action shall have five (5) calendar days
1375 to file a notice of appeal. Such notice shall state the employee's election of
1376 an appeal before the Civil Service Commission or arbitration. Such notice
1377 shall be in writing, directed to the Human Resources Director. If the
1378 employee elects to have the appeal heard before the Civil Service
1379 Commission, the Commission's rules and regulations pertaining to appeals
1380 shall apply.
1381

1382 3. Selection of Arbitrator

1383 a. Within ten (10) calendar days after notice of appeal electing arbitration, the
1384 City shall request a list of seven (7) arbitrators from the State of California,
1385 Department of Industrial Relations, Mediation and Conciliation Service.
1386 Within ten (10) days of receipt of such list, the employee or the employee's
1387

1392 representative shall meet with the Human Resources Director or his/her
1393 representative to select an arbitrator from the list provided. The City and
1394 the employee, (or his/her representative), shall alternatively strike a name
1395 from the list (the winner of a coin toss to go second) and the last name
1396 remaining on the list shall be designated as the arbitrator.
1397

1398 4. Hearings
1399

1400 a. The City shall promptly notify the selected arbitrator through the procedures
1401 set forth by the Department of Industrial Relations. Hearing dates shall be
1402 mutually determined by the parties.
1403

1404 5. Jurisdiction of the Arbitrator
1405

1406 a. The arbitrator's jurisdiction shall be to determine if the disciplinary action
1407 taken is for "just cause" and may reverse, modify, or uphold the disciplinary
1408 action. The decision of the arbitrator shall be final and binding.
1409

1410 6. Fees and Expenses
1411

1412 a. The expenses and fees of the arbitrator (including any cancellation fees)
1413 shall be shared equally by the City and employee. The expenses and fees,
1414 if any, of the employee shall be borne by the employee.
1415

1416 **SECTION 31: ASSOCIATION BUSINESS**

1417 A. A reasonable number of officers and committee members of the
1418 Association shall be granted leave from duty up to a maximum of six
1419 hundred (600) hours per year which shall be over and above that
1420 permitted by State law (Government Code Section 3505.3) for purposes of
1421 collective negotiations, to participate in the conduct of Association
1422 business; provided, however, that the leave balance shall not be carried
1423 over from calendar year to calendar year. In order to qualify for leave
1424 under this subsection, the events or reasons for requesting the leave must
1425 be directly related to the negotiation and administration of this collective
1426 bargaining agreement, the administration of Association business,
1427 education of officers and committee members of the association, or the
1428 annual PORAC conference. Specifically excluded from consideration for
1429 leave under this subsection are events, which are political, social, or fund
1430 raising activities of the Association

1431 B. In order for all Association business leave to be considered reasonable,
1432 the requests must have the signature of the Association President with a
1433 reason explaining the purpose of the leave. The requests shall be
1434 submitted to the Chief of Police or his/her designee. The request must be
1435 received in a reasonable period of time in advance of the requested date
1436 for the Police Department to consider, evaluate and decide whether to

1437 grant the requested leave, and to make arrangements to secure any
1438 needed replacement personnel. Requests shall conform to Police
1439 Department policies on staffing. The Association President is not subject
1440 to the staffing limitations. In same day exigencies, the Association
1441 President is not subject to the advance notice requirement.

1442 C. Employees shall be allowed to donate annual leave and/or accrued
1443 overtime into a specific fund. Annual leave will be credited to the special
1444 fund at straight time, and accrued overtime will be credited to the special
1445 fund at time and one-half. Expenditures from said fund shall be made
1446 upon the decision of the Association with the approval of the Chief of
1447 Police.

1448 **SECTION 32: POLICE OFFICERS' EMPLOYMENT RIGHTS**

1449 A. Outside Employment

1450 1. Every employee shall devote his/her time, attention and effort to the
1451 service and welfare of the City while on-duty. Employees shall not
1452 engage in any off-duty business, occupation or calling for
1453 compensation without first obtaining the approval of the Department
1454 Head.

1455 2. Off-duty employment will be approved subject to:

1456 a. An absence of interference with the full and efficient perfor-
1457 mance of duty at all times.

1458 b. The absence of a demonstrable conflict of interest between
1459 outside employment and City employment.

1460 c. Outside employment must be covered under the State
1461 Compensation Insurance Fund, or a comparable insurance
1462 policy covering industrial accidents and injuries, said
1463 coverage to be approved by the Director of Human
1464 Resources.

1465 d. Outside employment will not create any liability against the
1466 City.

1467 e. No outside employment involving use of Police Department
1468 badge, uniform insignia, or peace officer authority is
1469 permitted; personnel are strictly prohibited from engaging in
1470 outside employment in any capacity which requires the
1471 officer to assume police officer status; outside employment
1472 as a uniformed security guard is not allowed.

1473 **SECTION 33: EXISTING BENEFITS**

1474 A. All existing benefits presently enjoyed by employees within the unit
1475 represented by the Association shall remain in full force and effect during
1476 the life of this Agreement, except as they may be amended by this
1477 Agreement.

1478 **SECTION 34: VALIDITY OF AGREEMENT**

1479 A. In the event that any provision of this Agreement shall at any time be
1480 declared invalid by a decision of any court of competent jurisdiction, such
1481 decision shall not invalidate the entire Agreement, it being the express
1482 intention of the parties of this Agreement that all other provisions not so
1483 declared invalid shall remain in full force and effect.
1484

1485 **SECTION 35: OUT-OF-CLASSIFICATION ASSIGNMENT**

- 1486 A. When an employee is temporarily assigned by the Chief of Police or
1487 his/her designated representative to perform the duties of a higher
1488 classification covered by this Agreement, such employee shall receive that
1489 step in the salary range of the higher classification at least five percent
1490 (5%) higher than the current salary of the assigned employee, beginning
1491 with the first day of such assignment, for each shift such work is
1492 performed. The employee shall be paid based on hour-for-hour while
1493 assigned to a higher classification.
- 1494 B. The provisions of this Section shall not apply to those promoted to the
1495 classification of Corporal when acting in the capacity of Sergeant for
1496 periods of time less than three (3) continuous months.
- 1497 C. At the discretion of the Chief or his/her designee, temporarily vacant
1498 positions may be left unfilled.

1499 **SECTION 36: POLICE DEPARTMENT GYM**

- 1500 A. The City shall make aerobic and anaerobic conditioning equipment
1501 available for use by employees during off-duty hours in a location selected
1502 by the City. It is understood and agreed that the use of this equipment is a
1503 voluntary, off-duty recreational activity which is not required as a part of
1504 the employees' work-related duties.

1505 **SECTION 37: EMPLOYEE ASSISTANCE PROGRAM**

- 1506 A. The City will provide an Employee Assistance Program. Such a program
1507 will provide to each employee and eligible dependents a total of five (5)
1508 visits each per calendar year.

1509 **SECTION 38: PAYCHECK AVAILABILITY**

- 1510 A. Paychecks shall be kept in a secure place and shall be made available at
1511 12:01 a.m. on Friday paydays, providing no last-minute general payroll
1512 problems have occurred. The City shall not be responsible for the security
1513 of the payroll checks after they have been released.
1514

1515 **SECTION 39: POST TRAINING**

- 1516 A. Officers shall have the option of attending POST reimbursable training of
1517 their choice every other year in addition to any POST certified in-service
1518 training subject to the following conditions:
- 1519 1. The course, or combination of courses, cannot exceed forty (40)
1520 hours in length. Any technical training that an officer has received

- 1521 during the two-year compliance requirement shall count towards
1522 this forty (40) hours.
- 1523 2. Selections will be by course title only. Actual dates and providers
1524 will be scheduled by the Training Section after consideration of
1525 Department staffing levels, availability of courses, and individual
1526 needs to meet compliance requirements.
- 1527 3. Courses requested by an officer must be related to the individual's
1528 current position or future position within the Vallejo Police
1529 Department subject to the following requirement. Necessary basic
1530 courses for the individual's current assignment, as identified by the
1531 Training Section, must be completed prior to consideration for other
1532 training.
- 1533 4. All officers shall submit a selection to the Training Section by June
1534 1st for scheduling the following year. Selections will be processed
1535 for only those officers who must comply with POST regulations
1536 during that period.
- 1537 5. If a selection cannot be accommodated or an officer fails to submit
1538 a selection, the Training Section will schedule the officer for an
1539 appropriate course to maintain compliance with POST regulations.
- 1540 6. A list of applicable POST reimbursable courses shall be maintained
1541 in the Watch Commander's Office.
- 1542 B. Nothing in this section prevents an employee from requesting a course
1543 exceeding forty (40) hours in length, provided that the Department's
1544 resolution of the request shall be final.
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1547 **SECTION 40: PREGNANT OFFICERS-MODIFIED DUTY**

1548 A. A pregnant officer shall be placed on modified/light duty under the
1549 following conditions:

- 1550 1. The officer requests from the Chief that she be placed on
1551 modified/light duty;
- 1552 2. The officer's physician provides a letter or form stating that she
1553 should be placed on modified/light duty with any specific restrictions
1554 noted.
- 1555 3. Upon this notification, the Chief shall keep this information
1556 confidential.

1557 B. Pregnant officers shall not wear a uniform or be publicly identified as
1558 police officers after being placed on modified/light duty.

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1561 **SECTION 41: INTERNAL AFFAIRS INTERVIEWS**

1562 A. Prior to an internal affairs interview, the officer shall be advised of his/her
1563 AB 301 right to have a representative of his/her choice present during the
1564 interview. The officer may select as his/her representative an attorney,
1565 Association representative, or any other representative not involved in the
1566 investigation.

1567 B. Information to be Included During all Internal Affairs Interviews

1568 1. Identify interviewing internal affairs officers.

1569 2. Have officer identify himself/herself, badge number, and any other
1570 person who is present.

1571 3. The entire investigation concerning this incident and the tape
1572 recording are classified as confidential by the Chief of Police.

1573 4. Since this is an administrative investigation, police officers should
1574 realize that they are being directed to cooperate in all phases of this
1575 investigation which includes, but is not limited to, the tape
1576 recording. Therefore, the officer's statement and/or other acts of
1577 cooperation during this administrative investigation cannot be used
1578 against the officer during any subsequent criminal investigation
1579 which may be initiated as a result of the incident.

1580 5. In the event the officer fails to cooperate during the course of the
1581 investigation, the officer will be subject to disciplinary action, the
1582 severity of which could be termination.

1583 **SECTION 42: ADMINISTRATIVE APPEAL PROCEDURE FOR**
1584 **WRITTEN REPRIMANDS AND STANDARDS FOR**
1585 **REMOVAL OF DISCIPLINARY ACTIONS FROM**
1586 **SAFETY OFFICER'S FILE**

1587 **A. Administrative Appeal Procedure of Written Reprimands**
1588

1589 1. An employee who has received a written reprimand may request an
1590 administrative appeal. To appeal a written reprimand, an employee
1591 shall notify the Office of the Chief of Police. Such notification shall
1592 be in writing and filed within ten (10) regularly scheduled working
1593 days of the date of the written reprimand.

1594 2. Upon receipt of such notice, the Police Chief shall designate a
1595 neutral third party, which may be a Police Captain or other Police
1596 Department management official to hear the appeal. In the event
1597 the employee objects to the designation made by the Police Chief,
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the Human Resources Director will serve as the designated third party neutral.

3. The neutral third party designated to hear the appeal shall schedule a hearing within ten (10) working days of the date of the notice of appeal to the Police Chief. The parties may agree to waive this timeline by mutual agreement.
4. The appeal hearing before the neutral third party shall be informal. Formal rules of evidence shall not apply. The informal hearing shall be limited to providing the appellant with the opportunity to present a record of the circumstances surrounding the imposition of the written reprimand and the opportunity to convince the City to reverse its course of action.
5. The neutral third-party shall have the authority to reverse, modify or sustain the written reprimand. The decision of the neutral third-party shall be in writing, and shall be served on the appellant and City within twenty (20) regularly scheduled workdays from the close of the informal hearing.
6. The decision of the neutral third-party shall be final and binding. The decision is not subject to any further administrative review, nor is it subject to the provisions of Section 30 of the labor agreement.

Nothing contained in this section shall limit any rights of a safety employee under Government Code Section 3300-3311.

B. REMOVAL OF DISCIPLINARY ACTION FROM EMPLOYEE'S PERSONNEL FILE

Disciplinary actions shall be removed from an employee's personnel file according to the following schedule:

1. Written Reprimands – Sustained or unappealed written reprimands shall be removed from the employee's personnel file two years from the date of issue, unless such written reprimand is used as part of a progressive disciplinary action taken within the two year period. In such case, the written reprimand shall be subjected to the schedule in subsection 2 below.
2. Suspensions, Fines or Demotions – Sustained or unappealed suspensions, fines or demotions shall be removed from the employee's personnel file five years from the date of issue or in the case of a sustained (or modified) appeal of such action by the Civil Service Commission, five years from the date of the decision of by the Civil Service Commission, unless such disciplinary action is

1648 used as part of a progressive disciplinary action taken within the
1649 five year period.

1650
1651 For the purposes of this Section, the employee's personnel file shall mean
1652 those records normally maintained by the Police Department.

1653
1654 **C. REOPENER**

1655
1656 This supplemental agreement shall be reopened by request of the VPOA
1657 one year from the date of its ratification by the Vallejo City Council. Such
1658 request shall be in writing, directed to the City's Human Resources
1659 Director.
1660

1661 **SECTION 43: COMMUNICATIONS OPERATORS**

1662 A. Communications Operators in the police dispatch position shall answer
1663 telephones only when all other operators are busy. Under no
1664 circumstances will a Communications Operator in the police dispatch
1665 position allow telephones to go unanswered when all other operators are
1666 busy and when the police dispatcher has the time to answer the call.

1667 B. Once it is determined the caller does not have an emergency, the
1668 Communications Operator shall place the caller on hold. The call will then
1669 be handled by the next available Communications Operator not assigned
1670 to the police dispatch position.

1671 **SECTION 44: SAFETY VESTS**

1672 A. All sworn uniform personnel represented by the bargaining unit, when in
1673 the field, will wear a Department issued bullet resistant vest. All sworn
1674 personnel are required to possess a bullet resistant vest which meets or
1675 exceeds the National Institute of Justice standard of threat level II, and the
1676 vest will have bullet resistant panels in the front and rear of the vest.

1677 B. Sworn personnel will be reimbursed the actual cost of the vest and a
1678 second cover not to exceed seven hundred dollars (\$700).

1679 C. Sworn personnel may, at their option, purchase and wear a vest of a
1680 different style or higher threat level than minimally required. Any addition-
1681 al expense for such a vest above the seven hundred dollars (\$700)
1682 referred to in Section B above, will be borne by the purchasing officer.

1683 D. If normal deterioration of the vest covering causes the vest to be
1684 unusable, the Department will bear the cost of repairing or replacing the
1685 covering.

1686 E. Bullet resistant vests will be considered Department property upon leaving
1687 employment with the Department and must be returned to the

1688 Department. If an officer wishes to purchase the vest, a prorated cost will
1689 be determined.

1690 F. In the event the National Institute of Justice definition or standard for
1691 threat level II vest changes, the Department will recognize the new
1692 standard, and from that day forward newly hired officers and officers who
1693 have vests exceeding the serviceability life expectancy of the vest will be
1694 required to purchase vests meeting that new standard and will be reim-
1695 bursed accordingly.

1696 G. All vests will be replaced or reimbursed for replacement when the ser-
1697 viceability of the respective vest reaches the serviceability life expectancy
1698 as determined by the National Institute of Justice standards.

1699 **SECTION 45: MODIFIED DUTY ASSIGNMENTS**

1700 A. When an employee who has suffered an on-duty injury or illness is
1701 medically cleared to return to less than full duty, the employee will be
1702 assigned to duties commensurate with the medical clearance, in either the
1703 shift he/she was assigned to at the time of the injury or illness during the
1704 first fourteen (14) calendar days of return to duty, or to a different shift
1705 schedule if the employee agrees. After fourteen (14) calendar days if the
1706 employee is not able to return to full duty, the employee may be assigned
1707 to a shift determined appropriate by the Chief of Police. In making the
1708 decision as to the shift assignment of the employee, the Chief of Police
1709 shall consider personal circumstances which may require that the
1710 employee be assigned to the same shift that the employee was assigned
1711 to at the time of the injury.

1712 B. Employees who have suffered an off-duty injury or illness, have been
1713 medically cleared to return to less than full duty, and have received a
1714 medical prognosis of full recovery, shall be assigned to duties commen-
1715 surate with their medical clearance in a shift schedule which best meets
1716 the Department's needs as determined by the Chief of Police, or may
1717 continue to use sick leave during the term of his/her injury or illness based
1718 upon medical proof of the need to use such leave. The Department has
1719 the discretion to terminate such modified duty assignments after ninety
1720 (90) calendar days of the date on which the employee commenced
1721 modified duty service.

1722 C. Nothing herein shall be construed to mean that permanent modified duty
1723 assignments exist within the Police Department.
1724

1725 **SECTION 46: EVALUATIONS**

1726 A. Each reviewing supervisor who wishes to make a comment about the
1727 employee's performance shall note the comments on an addendum to the

1728 initial supervisor's evaluation of the employee. The addendum shall be
1729 signed by the person(s) making the additional comments.

1730 B. Nothing shall prohibit the Chief of Police, or his/her designee, from
1731 completing as many special evaluations as deemed necessary for any
1732 employee during the course of any given year.

1733 **SECTION 47: CITIZEN COMPLAINTS**

1734 A. When a logged citizen's complaint is resolved and does not result in an
1735 internal affairs investigation or criminal proceedings against the officer,
1736 he/she will be informed in writing of the results of the citizen complaint
1737 inquiry.

1738 B. Citizens' complaints that are not resolved informally shall be referred to
1739 the appropriate supervisor. If the unresolved complaint alleges
1740 misconduct which may result in disciplinary action or criminal proceedings
1741 against the officer, he/she shall be given notice and an opportunity to
1742 respond before the Department resolves the complaint.

1743 C. Citizens lodging complaints against officers shall be requested to place
1744 the complaint in writing.

1745 **SECTION 48: SUBSTANCE ABUSE/DRUG TESTING**

1746 A. It is intended that the Vallejo Police Department maintain a safe, healthful
1747 and productive work environment for all employees. To that end, there
1748 exists the prohibition of any chemical substance abuse, (e.g., alcohol,
1749 illegal drugs or prescription drugs) by sworn personnel which may have
1750 the potential to impair their ability to safely and effectively perform the
1751 functions of their assignments or which may increase the potential for
1752 accidents, excessive absenteeism, substandard performance, or poor
1753 employee morale which may endanger public safety. Police officers are
1754 held to a higher standard and the public's trust includes the expectation
1755 that the police officer be a leader in the war against drug and alcohol
1756 abuse.

1757
1758 B. Generally

1759 1. Police officers shall not drink any alcoholic beverage while on-duty,
1760 except when in plain clothes and only when necessary to perform
1761 his/her duty.

1762 2. Police officers shall not report for duty while under the influence of
1763 alcohol or when the odor of alcohol is emitting from his/her person.

1764 3. On-duty officers shall not use any restricted chemical substance,
1765 unless prescribed by a physician for the treatment of an illness of

1766 injury. When the chemical substance is prescribed by a physician,
1767 the police officer shall not be under the influence to such an extent
1768 as to present a hazard to him/herself or others.

1769 4. The Department may relieve an officer of duty if it has reasonable
1770 suspicion based on objective symptoms that an officer may be
1771 under the influence of an impairing substance.

1772 C. Permanent and Probationary Employee Chemical Testing

1773 1. The Department may order, upon reasonable suspicion, an officer
1774 to submit to a drug or alcohol test based on the officer's conduct on
1775 duty during his or her scheduled work hours, or off-duty conduct if
1776 the officer represented himself/herself as a police officer or acted
1777 under color of his/her authority.

1778 a. The supervisor ordering an officer to submit to a chemical
1779 test shall as soon as practical document the facts creating
1780 the reasonable suspicion and submit a written report to the
1781 Chief of Police through the chain of command. The
1782 employee involved shall be provided with a copy of this
1783 report at the time it is submitted to the Chief of Police.

1784 b. An officer's refusal to obey an order to submit to a drug or
1785 alcohol testing constitutes insubordination and may lead to
1786 discipline, up to and including termination.

1787 Should the chemical test determine the absence of an
1788 impairing substance, the investigation into the reasonable
1789 suspicion shall continue and the officer may be placed on
1790 administrative leave with pay pending the resolution of the
1791 investigation.

1792 c. Should the chemical test determine the presence of an
1793 impairing substance, the officer shall be immediately relieved
1794 of duty, and may be placed on administrative leave with pay
1795 pending the results of the investigation.

1796 D. Special Circumstances Justifying Test in the Absence of Reasonable
1797 Suspicion

1798 1. The Department may order an officer to submit to a drug or alcohol
1799 test based on the officer's conduct on duty during his or her
1800 scheduled work hours, or off-duty conduct if the officer represented
1801 himself/herself as a police officer or acted under color of his/her
1802 authority as soon as practicable under the following circumstances:

1803 a. When an officer is involved in the shooting of another
1804 person.

- 1805 b. When an officer is involved in a vehicular accident resulting
1806 in serious injury, death or major damage to property.
- 1807 c. When an officer is involved in any action which causes death
1808 or great bodily harm to another.
- 1809 E. Testing Procedure
- 1810 1. When drug use may be involved, the department may order the
1811 officer to take a urine test or blood test.
- 1812 a. The urine drug test includes a first screen immunoassay
1813 (SYVA-EMIT) test confirmed by Gas Chromatography/Mass
1814 Spectrometry (GCMS).
- 1815 b. When an employee is requested to submit a urine sample for
1816 chemical analysis, the process shall be conducted in the
1817 presence of a person of the same sex as the employee
1818 submitting the sample. The supervisor will follow
1819 appropriate procedures to maintain the proper chain of
1820 custody for the sample.
- 1821 2. When alcohol may be involved, the Department may order the
1822 employee to take a blood, breath or urine test (conducted in the
1823 presence of the same sex as the employee submitting the sample).
1824 After completing the test selected by the Department, the employee
1825 may request that a second test of his/her choice be administered
1826 immediately by the Department at the Department's expense.

1827 **SECTION 49: TERM OF AGREEMENT**

- 1828
- 1829 A. This Supplemental Agreement shall become effective at 12:01 a.m. July
1830 1, 2004. This Agreement shall remain in full force and effect through
1831 June 30, 2010 and from year-to-year thereafter, unless either party shall
1832 have given written notice to the other of its desire to amend or terminate
1833 the Agreement not less than six (6) months prior to June 30, 2010, or
1834 any subsequent anniversary date of the Agreement. The parties may at
1835 any time mutually consent to extend this Agreement for a specific
1836 period. Upon giving the notices provided herein, the parties shall meet,
1837 collectively negotiate and attempt to resolve differences concerning
1838 proposed amendments and changes submitted by either of them.
1839 Should the parties fail to agree upon said requested amendments and
1840 changes, then the matter shall be determined in accordance with the
1841 City Charter. There shall be no strikes, lockouts or stoppages of work
1842 during the life of this Agreement. The Sections of this Supplemental
1843 Agreement supersedes the previous Agreement between the City and
1844 VPOA covering period July 1, 2000 through June 30, 2005 and
1845 Supplemental Agreements dated March 25, 2003 and July 15, 2003.
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SIGNATURES APPEAR ON THE FOLLOWING PAGE

