

**TENTATIVE AGREEMENT
BETWEEN
THE CITY OF VALLEJO
AND
THE VALLEJO POLICE OFFICERS' ASSOCIATION**

The following represents the parties' tentative agreement on all issues. The parties intend that the following terms serve as the basis of a Supplemental Agreement, after ratification by the POA membership and adoption by the City Council.

This Supplemental Agreement ("Agreement") executed September 16th, 2019 is by and between the City of Vallejo ("City") and the Vallejo Police Officers' Association ("VPOA") for the purpose of modifying all operative Labor Agreements between the parties and the City Council's 2013 resolution unilaterally imposing terms and conditions of employment (collectively "the Pre-existing Labor Agreement"). This document is intended to supersede any inconsistent provisions of the Pre-Existing Labor Agreement and any side letters to the Pre-existing Labor Agreement. All other terms and conditions in the Pre-existing Labor Agreement and any side letters shall remain in full force and effect except as modified by this Supplemental Agreement.

The City and VPOA agree to amend the Pre-existing Labor Agreement as follows:

1. **Duration.** Section.48.A TERM OF AGREEMENT is amended to include the following:

This Supplemental Agreement shall become effective upon adoption by the City Council and shall remain effective until March 31, 2022.

2. **Wages.** Replace Section 8.A-B SALARIES with the following:

A. Additional Salary Step (Step 6)

- **Effective the first full pay period following adoption of this Supplemental Agreement by the City Council ("date of adoption"), Step 6 will be added to the salary range for each represented classification. Step 6 will be set 5% higher than the existing Step 5.**
- **Initial Advancement to Step 6**
 1. **All members who have been at Step 5 for at least 1 year as of the date of adoption will move to Step 6 effective the first full pay period following the date of adoption**
- **Sergeants, Lieutenants and Captains who are not at Step 5 as of the date of adoption.**
 1. **Members in the rank of Sergeant, Lieutenant, and Captain who are not at Step 5 as of the date of adoption will advance 1 Step the first full pay period following adoption regardless of their anniversary date (e.g., a**

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

Sergeant at Step 3 will move to Step 4). Movement to the next salary step will occur on the member's anniversary date.

B. Additional Salary Step (Step 7)

- **Effective the first full pay period following July 1, 2020, Step 7 will be added to the salary range for each represented classification. Step 7 will be set 5% higher than the existing Step 6.**

Steps. Add the following to Section 9.A.2:

- f. Sixth Step: Employee eligible after at least one (1) year fully satisfactory work in the Fifth Step.**
- g. Seventh Step: Employee eligible after at least one (1) year fully satisfactory work in the Sixth Step. However, employees who had been at Step 5 for one full year as of July 1, 2019 will move to step seven on July 1, 2020.**
- h. Effective July 1, 2020, the City will eliminate the current Step 1. All remaining steps will be re-numbered (i.e., 1-6). The City will evaluate the need to eliminate the new Step 1 after January 1, 2021.**

3. **Survey.** Modify Section 8.E as follows:

E. **Survey Methodology**

The parties used the following survey methodology for wage increases following the City's declaration of bankruptcy. The survey has not been used to establish wage increases since 2012. However, the parties have agreed to preserve the historical survey language and neither party is waiving arguments as to the use of surveys in future agreements.

1. For comparison purposes "salaries" will include only top step base salary (not including longevity steps) and employer paid member contributions to PERS ("EPMC") for the Police Officer classification.
2. The seven (7) survey cities are:

Alameda
Berkeley
Daly City
Hayward
Oakland
Richmond
San Leandro

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

3. The use of the above seven (7) cities shall be for the purpose of salary comparisons only. The survey shall be performed on October 1st, of the appropriate year and will include all known wage increases effective the first full pay period of July of that year (e.g., the 2010 survey shall include any scheduled increases effective the first full pay period of July, 2010 and known as of October 1, 2010). Any changes will be retroactive to July 1 of the applicable year.
4. **Master Officer Program.** Add the following to Section 9 OTHER SALARY PROVISIONS (re-number Subsection C):

C. Master Officer Program

1. Effective first full pay period following April 1, 2021 the City will adopt a Master Officer Program. The Master Officer Program is intended to incentivize and reward exceptional service by employees of all ranks in the bargaining unit as measured through years of service, performance standards, education, POST, and performance of special assignments.

a. Level 1. Bargaining Unit members who meet the following criteria shall receive 5% Master Officer Pay:

- **Ten (10) Years of service as a (830.1 or 830.2) peace officer with at least 3 years of that service at the City of Vallejo**
- **3 years serving in qualifying specialties at any agency (must have at least 2 specialties to qualify)**
- **BA or POST Advanced Certificate may be used to substitute for 1 year of qualifying specialty**

b. Level 2. Bargaining unit members who meet the following criteria shall receive 10% Master Officer Pay

- **Fifteen (15) Years of service as a (830.1 or 830.2) peace officer with at least 3 years of that service at the City of Vallejo**
- **3 years serving in qualifying specialties at any agency (must have at least 2 specialties to qualify)**
- **BA or POST Advanced Certificate may be used to substitute for 1 year of qualifying specialty**

2. Qualifying Specialties. The following specialties will qualify for Master Officer Pay. An employee must serve at least six (6) months in a qualifying specialty for it to count towards the 3

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

year qualification. Equivalent specialties from other jurisdictions will meet the requirements for a qualifying specialty at the discretion of the department.

<ul style="list-style-type: none"> • <u>Investigations (including Crime Reduction Team, Crime Suppression Unit, Narcotics, Gang Task Force, Computer Crimes)</u> 	<ul style="list-style-type: none"> • <u>IA Investigator</u>
<ul style="list-style-type: none"> • <u>Emergency Services Unit (ESU) (Including SWAT, HNT, and assigned support members)</u> 	<ul style="list-style-type: none"> • <u>School Resource Officer</u>
<ul style="list-style-type: none"> • <u>Emergency Vehicle Operations Course (EVO) Instructor</u> 	<ul style="list-style-type: none"> • <u>Use of Force/Defensive Tactics Instructor</u>
<ul style="list-style-type: none"> • <u>Drug Abuse Resistance Education (DARE) Instructor</u> 	<ul style="list-style-type: none"> • <u>Rangemaster/Firearms Instructor</u>
<ul style="list-style-type: none"> • <u>Community Services Section</u> 	<ul style="list-style-type: none"> • <u>K9</u>
<ul style="list-style-type: none"> • <u>Recruitment Team</u> 	<ul style="list-style-type: none"> • <u>Critical Incident Team (CIT)</u>
<ul style="list-style-type: none"> • <u>Bomb Squad/Hazardous Device Team</u> 	<ul style="list-style-type: none"> • <u>Traffic Assignment with special trainings completed</u>
<ul style="list-style-type: none"> • <u>Field Training Officer (FTO) [includes (a) corporal; and (b) sergeant and lieutenant but only when assigned as Field Training Coordinator]</u> 	<ul style="list-style-type: none"> • <u>Bicycle Patrol</u>
<ul style="list-style-type: none"> • <u>The following certifications will be credited as 6 months credit participation in a special assignment:</u> <ul style="list-style-type: none"> o <u>POST Instructor (not otherwise enumerated)</u> o <u>Narcotics – certified expert witness</u> o <u>Drug Recognition Expert (DRE)</u> o <u>Crime Scene Evidence Expert</u> o <u>Collision Reconstruction Certification</u> 	

3. Application Process. Employees who desire to participate in the Master Officer Program must complete a department-approved

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

application including supporting documentation sufficient to allow the Department to verify that they have met the requirements for the Master Officer Program. Pay will be effective the first full pay period following submission of a completed application and supporting documentation. The Form shall be made available to employees January 1, 2021.

- 4. Integration with Longevity Pay. Bargaining unit members can earn a maximum of 10% combined pay including both Master Officer and Longevity Pay.**
- 5. The Parties understand and intend that Master Officer Pay meet the definition of "special compensation" under the PERL and CalPERS Regulation 571. The City agrees to seek a determination letter from CalPERS regarding the pensionability of Master Officer Pay. In the event CalPERS determines that Master Officer Pay is not pensionable, the parties agree to meet and confer.**

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

5. **Union Security.** Rename Section 3. DUES DEDUCTION “UNION SECURITY” and amend as follows:
- A. ~~Under written authority by an~~ **An employee may at any time execute a payroll deduction authorization form (“Deduction Authorization Form”) as furnished by the Association. The Association will be the custodian of record for Deduction Authorization Forms and will provide the City with a written certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction or reduction is to be made (“Certified List”).** ~~and approval by the President and Secretary-Treasurer of the Vallejo Police Officers’ Association,~~
 - B. **The City will direct employee requests to authorize deduction(s), or requests to cancel or change status regarding such deduction(s), to the Association and shall rely on information provided by the Association regarding whether an authorization/change in deduction(s) has been properly requested by the employee.**
 - C. ~~The City agrees to remit, twice monthly (24 payments per year) from the accrued wages of each employee; after all other required deductions have been made, the sum certified as Association dues, fees and assessments and deliver the said sum to the Association~~ **Secretary-Treasurer. The amount authorized to be deducted may be changed by written request of the President of the Association at the commencement of each fiscal year.**
 - D. **Consistent with state law, the Association shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by an employee for compelled deductions made in reliance on the Association’s Certified List or a Deduction Authorization Form and (2) any claims made by an employee for deductions made in reliance on information provided by the Association regarding changes or cancellations to the deduction authorization. In the event that a dispute by an employee relative to dues deductions results in litigation against the City, the Union agrees to hold the City harmless and reimburse it for any costs and attorneys fees.**
6. **New Employee Orientation.** Section 4 HIRING is retitled “NEW EMPLOYEES” and is amended to read:
- A. Whenever the City hires ~~an~~ **a Bargaining Unit** employee, it will inform the employee as soon as possible of the terms and provisions of this Agreement.
 - B. **Within five (5) days of hiring a new Bargaining Unit employee, the** ~~The~~ City will notify the Association in writing of such employment,

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

giving the following information for the new employee: name, date of hire, and job classification, home or personal cellular telephone number, personal email address (if on file with the City), and mailing address.

- C. During the Department's new hire orientation process, the VPOA will be given access to the employee during their normal working hours in coordination with the Training Manager.

7. Temporary Upgrade. Amend Section 6.E PROMOTIONS as follows:

- E. This section describes the Temporary Upgrade of a member to perform all of the functions of a higher classification. A Temporary Upgrade has the same meaning as a "provisional promotion" as it was previously used in the Police Department, but is different from the definition of "provisional appointment" in the City Charter.

Any person assigned in writing to a Temporary Upgrade receiving a provisional promotion to a classification within the unit represented by the Association who subsequently receives the next regular promotion to that same classification shall receive credit for all time worked as a Temporary Upgrade in that within that provisional classification towards the completion of his/her twelve (12) month probationary period and the receipt of his/her next scheduled step increase.

1. A ~~provisional promotion~~ Temporary Upgrade will be differentiated from an out of classification assignment as covered in Section ~~35.A36(A)~~, in that a Temporary Upgrade provisional promotion shall exist for a longer period of time than is required to fill a temporary and unexpected vacancy. Examples of an out of classification assignment would include assignments caused by a regular supervisor's absence due to illness, vacation, or ~~regular other~~ regular other days off.
2. Employees may serve in ~~provisional appointments~~ a Temporary Upgrade for a maximum of nine (9) months. Employees promoted to a higher position after serving a Temporary Upgrade as provisional employees in that position shall not receive credit for such ~~provisional service~~ Temporary Upgrade if sixty (60) days or more ~~has have~~ elapsed between the end of their ~~provisional appointment~~ Temporary Upgrade and their appointment to the promotional position.

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

8. **Seniority.** Add the following to Section 7 SENIORITY:
- F. In the event of a mid-year transfer (including a promotion coupled with a transfer), the employee shall be permitted to exercise their rank seniority including, but not limited to: team assignments, days off, and vacation. Employees whose team assignments/days off/vacations are affected by the transferring officer's exercise of seniority will also be permitted to exercise their seniority.
9. **Cell Phones.** Replace 10.A SUPPLEMENTAL ALLOWANCES with the following:
- A. **Cell Phone Expense.**
The City shall continue to reimburse members of the Association for the basic monthly cost of maintaining a cell phone. Such reimbursement shall be \$75, which is deemed to be the expense incurred in maintaining the cell phone. Upon request of a supervisor, the employee shall provide proof of an active cell phone plan.
10. **Compensatory Time Off** Add the following to Section 12. OVERTIME:
The POA agrees to participate in a city-wide group to discuss the use of deferred compensation for accrued compensatory time to begin no later than January 15, 2020.
11. **On Call.** Retitle Section 13. ON CALL, COURT, AND CALL BACK PAY, and replace Subsection "A" with the following:
- A. **On Call Pay.** Employees may be assigned to On Call duty by the Chief of Police or his/her authorized representative. Employees assigned to On Call duty are required to be available to return to duty outside their normal working hours on a reoccurring and rotational basis as a result of their job assignment.
1. Employees assigned to On Call duty shall be paid at the rate of one (1) hour's pay at time-and-one-half for each eight (8) hours On Call. (On work days, the period between 1700 and 0830 hours shall be considered sixteen (16) hours for this purpose.)
 2. Insofar as possible, On Call duty shall be assigned on a rotational basis. For instance, On Call duty for detectives shall be rotated and evenly divided among those in the Division.
 3. If an On Call employee is called in to work, compensation shall be paid at time and one half for time worked, in addition to compensation provided in A.1. above, with a minimum of two (2) hours.
 4. Employees may arrange trades for On Call duty with approval of the immediate supervisor with compensation paid to the employee who performs the On Call duty.

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

5. An employee who is assigned to On Call duty shall (a) keep the on-duty supervisor informed at all times where the employee may be reached by telephone and (b) be available to report to duty within a reasonable time.
6. An employee assigned to On Call duty who fails to comply with the telephone and availability conditions shall not receive On Call compensation for the On Call period and may be subject to disciplinary action, for just cause.
7. On Call detectives called in to work may, with approval of competent authority, call in additional detectives and/or clerical support for assistance as the particular investigation may require.
8. On Call pay shall be paid in either compensatory time or pay, in accordance with the needs of the Police Department, with due regard for the desires of the employee.

12. **Standby.** Add Section 13.B (re-number following).

B. Standby. Employees may be assigned to standby duty by the Chief of Police or his/her authorized representative. Standby is defined as time when an employee who is not on call is required to be available to return to duty outside their normal working hours on an intermittent basis.

Standby is differentiated from "call back" in that the employee is notified a minimum of 24 hours prior to the event that they are required to report for duty at a specified time. Employees assigned to standby duty shall be compensated at the overtime rate of time-and-one-half for all such hours with a minimum of two (2) hours compensation, even if the employee is ultimately not required to return to work.

Example 1. Employee A is placed on standby duty on their regular time off and is called in for 1 hour of work. Employee A is entitled to two (2) hours of standby pay.

Example 2. Employee B is placed on standby duty on their regular time off but is called off before returning to work. Employee B is entitled to two (2) hours of standby pay.

13. **Court Rescheduling.** Replace Section 13.C.4 (re-numbered 13.D.4) with the following:

4. An employee who has a pending day of court appearance on their time off canceled or rescheduled to a subsequent day shall receive two (2) hours pay at the rate of time and one-half as a rescheduling/cancellation fee for such occurrence. No more than one rescheduling fee shall apply per day and it will no longer be necessary for the employee to appear or stamp

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

his/her subpoena at the District Attorney's office to receive such payment. Time off is defined as hours outside of the employee's regularly assigned duty hours.

14. **Meal Reimbursement.** Delete Sections 15.A.2, 15.A.3, and 15.A.4 from Section 15. OUT OF TOWN EXPENSES. VPOA members will be reimbursed at the same rate as other City employees.
15. **Maternity Leave.** Amend Section 20 SICK LEAVE by deleting Section 20.F and Section 40.
16. **Family and Medical Leave.** Add New Section 21. FAMILY AND MEDICAL LEAVE (see attached).
17. **Retiree Health Savings Accounts**

Add the following to Section 22. Health and Life Insurance:

- C. **Retiree Health Savings Account (RHSA).** The parties desire to negotiate over the implementation of the RHSA and agree to meet and confer over this issue during the term of this agreement. Negotiations will begin no later than January 15, 2020 and the parties will appoint a mediator no later than March 31, 2020 unless parties agree to extend by mutual agreement. Any changes to the RHSA will be by mutual agreement. Unless a different agreement is reached, the City will not take any steps to establish an RHSA for any bargaining unit employee or otherwise to implement the terms of paragraph 3a above, during the term of this agreement. However, the City will maintain an accounting of the funds which would have been contributed to each eligible employee's RHSA."
18. **Leave of Absence.** Add the following to Section 24. LEAVE OF ABSENCE:
A(3) "Employees will not be permitted to use a leave of absence to work as a police officer for another agency."
19. **Military Leave.** Revise Section 26.A MILITARY LEAVE to provide, "Military leave, as defined in State law, shall be granted to any regular employee consistent with City Council Resolution 19-029. ~~Any employee who is granted military leave may be paid at his/her regular rate to a maximum of of thirty (30) calendar days, in any "calendar year," while on such leave.~~"
20. **PEPRA Cleanup.** Amend Section 27. RETIREMENT PLAN to read:
 - A. ~~Effective July 1, 2000~~ The City shall provide the California Public Employee Retirement System (CalPERS), Local Safety 3% at 50 retirement program to all eligible members of the representational unit who are not "new members" as defined by CalPERS. Employees in

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

this tier pay the full statutory member contribution of nine percent (9%) on a pre-tax basis to the extent permitted by law.

- B. For "new members," as defined by CalPERS, hired on or after January 1, 2013, retirement benefits shall be the PEPR Local Safety Members 2.7% at age 57 formula, highest three years. New employees pay the full statutory member contribution of one-half normal cost (as determined by CalPERS) on a pre-tax basis to the extent permitted by law

C. Optional Benefits

The City shall provide:

1. ~~Effective July 1, 1990, the City shall provide to those employees currently covered the Third Level of 1959 Survivor Benefit of Government Code Sections 21380-87 including Section 21382.4. (The \$2.00 per month cost shall be borne by the employee.)~~
2. ~~Effective July 1, 1999 or as soon after that date as possible, the City shall also provide to all employees the Fourth level of 1959 Survivor Benefit.~~
3. ~~Effective as soon as practical after July 1, 1996, the City shall modify its contract with PERS to provide that **Military Buyback**, bargaining unit members may "buy back" time served on active duty with the United States military prior to employment with the City according to PERS rules and regulations on a cost-neutral basis to the City.~~

- D. All employee contributions required by PERS shall be made by the City of Vallejo by deducting the amount of the total PERS employee contribution from the salary of the employee.

- E. The City shall implement the provisions of section 414(h)(2) of the Internal Revenue Code ("IRC") for the employee contributions deducted from the salary of employees. This shall not be construed as a guarantee by the City of the existence or continuation of any tax benefits arising from this section of the IRC nor shall the City indemnify any employee against any loss that may result from any different interpretation, change or elimination of the relevant sections of the IRC.

- F. ~~The City of Vallejo shall contact the Public Employees Retirement System (PERS) and request a cost estimate for the optional 3% Annual Cost of Living Allowance Increase for retirees. If at any time during the term of this agreement, this benefit can be provided at no cost to the City of Vallejo the City shall contract with the Public Employees Retirement System (PERS) to provide this benefit. At any time during the term of this~~

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

~~agreement, the Union can elect to purchase the benefit with the cost to be deducted from a scheduled annual salary increase.~~

21. **EAP.** Amend Section 37. EMPLOYEE ASSISTANCE PROGRAM as follows:
 - A. The City will provide an Employee Assistance Program. Such a program will provide to each employee and eligible dependents a total of ~~five (5)~~ **twelve (12)** visits each per calendar year.
22. **Direct Deposit.** Rename Section 38. PAYCHECK AVAILABILITY to DIRECT DEPOSIT and replace language with the following: “All employees covered by this Agreement shall participate in the City's automatic payroll deposit program. The City shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday”
23. **POST.** Section 39. POST TRAINING – See attached.
24. **PSOBR.** Amend Section 41. INTERNAL AFFAIRS ~~INTERVIEWS~~ as follows:
 - A. **Internal Affairs investigations will be conducted consistent with the Public Safety Officers Bill of Rights, California Government Code Section 3300 et seq.** Prior to an internal affairs interview, the officer shall be advised of his/her ~~AB-301~~ right to have a representative of his/her choice present during the interview. The officer may select as his/her representative an attorney, Association representative, or any other representative not involved in the investigation.
25. **Cleanup.** Delete Reopener Provision in ADMINISTRATIVE APPEALS
26. **Vests.** Replace Section 44. SAFETY VESTS with the following: “
 - A. All sworn uniform personnel represented by the bargaining unit, when in the field, will wear a Department issued bullet-resistant vest. All sworn personnel are required to possess a bullet-resistant vest which meets or exceeds the National Institute of Justice standard of threat level IIIA, and the vest will have bullet resistant panels in the front and rear of the vest.
 - B. The Department will provide a voucher for replacement vests prior to the expiration date of the employee's current vest. The voucher will cover purchase of a vest at the equivalent of level of III.A (for example, Galls SE Series IIIA Body Armor NIJ Number LXIIIA). If the employee desires a higher level of protection, the employee will pay the excess.
 - C. If normal deterioration of the vest covering causes the vest to be unusable, the Department will bear the cost of repairing or replacing the covering.
 - D. Bullet resistant vests will be considered Department property upon leaving employment with the Department and must be returned to the Department.”

VPOA TENTATIVE AGREEMENT SEPTEMBER 2019

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

- 27. **Drug Testing.** Section 48. SUBSTANCE ABUSE/DRUG TESTING Delete Section 48.D.
- 28. **Cleanup.** Delete PAYMENT IN LIEU OF BANKRUPTCY CLAIM
- 29. **Cleanup/MOU Finalization**

This agreement is limited to the terms identified herein and does not change any term or condition of employment not referenced herein.

The parties have not negotiated a comprehensive MOU in more than a decade. During that period, the parties have used supplemental agreements and a unilateral implementation to change the terms and conditions of employment without revising the MOU. Parties agree to meet and create a comprehensive document based on previously signed agreements as well as the changes in this document, by December 31, 2019.

FOR THE CITY OF VALLEJO:



Heather Ruiz
Human Resources Director

Date: 9/16/19

FOR VPOA:



Mat Mustard
President - VPOA

Date: 9-16-19

SECTION 39: POST TRAINING

A. The development of all officers should be a priority for the Department. POST training in the form of the Perishable Skills Program (PSP), basic competency courses, and optional training should be afforded all members. This section seeks to identify the roles and responsibilities of the Department and the members.

- 1. Required POST training shall be provided, and kept track of, by the Department Training Manager. POST standards requires that all sworn members receive 24 hours of POST mandated perishable skills training every 24 months. The Department shall ensure that all members are in compliance with POST standards.**
- 2. It is the responsibility of the Department to ensure that members who are not in compliance, or will not be in compliance during the 24 month window, are brought into compliance.**
- 3. Members should also have the opportunity to increase and expand their skills and competency by requesting a course relevant to their assignment. An employee shall not be prevented from requesting a course exceeding forty (40) hours in length, POST approved or Non-POST approved, every twelve (12) months. The Training Manager shall have the final resolution of any request.**
- 4. Members shall submit said requests via their chain of command as soon as practicable during the calendar year. The request shall take in to account location of the course, cost, and the benefit to the Department.**
- 5. Members shall be directed to the POST website for course selection ideas.**
- 6. Reimbursement may be considered as a factor for approval.**
- 7. Members who have successfully completed their initial probationary period shall attend certain courses to increase competency as entry level patrol officers. These courses shall include:**
 - Basic Traffic Collision Investigation**
 - 11550 HS/Drug Abuse Recognition**
 - Standardized Field Sobriety Tests/ Advanced Roadside Impairment; otherwise known as SFST and ARIDE**
 - Interview and Interrogation**
 - Any other course that may be relevant to the development of an entry level police officer**

B. Nothing in this section prevents an employee from requesting a course exceeding forty (40) hours in length, provided that the Department's resolution of the request shall be final.



New Section 21: Family and Medical Leave

The City complies with all State and Federal Laws regarding Family and Medical Leave, including Pregnancy Disability. The relevant laws under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) entitle employees to up to 12 weeks of unpaid leave for their own serious health condition, or to care for a family member with a serious health condition. This includes time off to “bond” with a child after birth, adoption or foster care placement. Additionally, employees are entitled to Pregnancy Disability Leave (PDL) under California law related to disabilities resulting from pregnancy or childbirth.

The City additionally complies with State and Federal Laws regarding modified duty and reasonable accommodation, and will work with the employee through the interactive process to determine appropriate accommodation.

While Family and Medical Leave under the FMLA is unpaid leave, employees may be eligible for wage-replacement benefits, such as worker’s compensation or disability benefits (if applicable). Employees may use available accrued leave balances to supplement their unpaid leave under FMLA. Using paid leave will not extend an employee’s leave under FMLA and an employee cannot receive more than 100% of their normal base pay through the combination of leave banks and any wage replacement.

Employees on maternity leave may choose to use sick, vacation, comp time, or other available leave banks, however, they must exhaust all available leave banks before going on leave without pay. Exception, if an employee is receiving wage replacement disability benefits, they will not be required to use leave banks during the FMLA/CFRA covered period.

Delete Section 20 F related to Maternity leave and remove reference to Maternity Leave in Title of Section 20; delete Section 40

A handwritten signature in blue ink, consisting of a stylized 'C' followed by a flourish that resembles the letters 'M' and 'E'.

