

RESOLUTION NO. 13-198 N.C.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO UNILATERALLY
IMPLEMENTING TERMS OF EMPLOYMENT TO VALLEJO POLICE OFFICERS'
ASSOCIATION PURSUANT TO GOVERNMENT CODE SECTION 3505.7**

BE IT RESOLVED by the Council of the City of Vallejo as follows:

WHEREAS, since May 2012, the City and the Vallejo Police Officers' Association bargaining unit ("VPOA") have met and engaged in extensive negotiations over the terms of a successor Memorandum of Understanding, meeting formally approximately eleven (11) times and many additional "off-the record meetings" in an effort to agree on the terms of a successor Memorandum of Understanding; and

WHEREAS, on September 19, 2013, the City declared impasse; and

WHEREAS, VPOA requested fact-finding pursuant to the Meyers-Milias-Brown Act; and

WHEREAS, fact-finding was held on November 14 and 15, 2013, and the fact-finding panel submitted written findings of fact and recommended terms of settlement on November 30, 2013; and

WHEREAS, the City met with VPOA on December 6, 2013 to attempt to resolve the differences between the parties; and

WHEREAS, the City Council has considered the fact-finders' report and recommendations; and

WHEREAS, pursuant to Government Code Sec. 3505.5, fact-finding is advisory only; and

WHEREAS, ten or more days after the fact-finding panel's submission of findings and recommendations, the City may, after holding a public hearing regarding the impasse, implement its last, best, and final offer pursuant to Government Code Sec. 3505.7; and

WHEREAS, nothing in this resolution, the staff report or its attachments is intended to articulate, create, convey, continue or amend any vested rights for any person affected by this resolution; and

WHEREAS, on December 12, 2013, the City gave the VPOA written notification that the City Council would consider a resolution to unilaterally implement terms consistent with the City's last, best and final offer at the City Council meeting on December 16, 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vallejo as follows:

Section 1. Unless otherwise indicated in this Resolution, the changes in wages, hours, and terms and conditions of employment for those employees in the unit represented by Vallejo Police Officers' Association on **Attachment A** to this resolution shall be implemented concurrent with City Council passage, approval, and adoption of this Resolution. This Resolution shall take precedence over any conflicting Municipal Code sections, rules, regulations, Memoranda of Understanding or other documentary provisions.

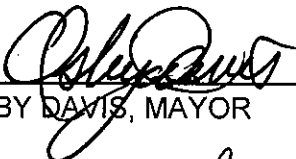
Section 2. The unilaterally implemented changes in terms and conditions of employment for those employees in the unit represented by Vallejo Police Officers' Association are attached as **Attachment A** to this resolution. This Resolution is not intended to change any other negotiable term or condition of employment set forth in the July 1, 2000 through June 30, 2013 memorandum of understanding between the City and VPOA, to the extent that term is within the scope of representation.

Section 3. Nothing in this Resolution shall be construed as depriving the bargaining unit of its right to meet and confer on matters within the scope of representation, whether or not such matters are included in this Resolution, prior to adoption of the City Budget or as otherwise required by law.

Section 4. If any provision or any part of this Resolution shall be finally determined to be invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provisions of this Resolution, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

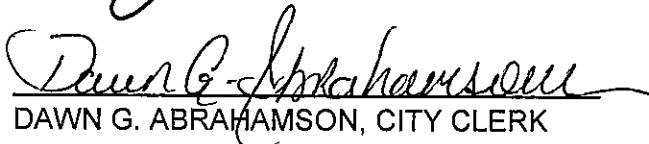
Adopted by the City Council of the City of Vallejo at a special meeting held on December 16, 2013 by the following vote:

AYES: Mayor Davis, Vice Mayor Gomes, and Councilmembers Brown, Malgapo, McConnell, and Sunga
NOES: None
ABSTAIN: Councilmember Sampayan
ABSENT: None



OSBY DAVIS, MAYOR

ATTEST:



DAWN G. ABRAHAMSON, CITY CLERK

ATTACHMENT A to December 16, 2013 Resolution #1

TERMS AND CONDITIONS OF EMPLOYMENT FOR FY 2013-2014

<u>Issue</u>	<u>City Implementation of Terms</u>
Health and Welfare Benefits	<ul style="list-style-type: none"> • The City shall provide, during the applicable term, to all eligible employees, retiree-annuitants, and dependents, the PERS Health Benefits Program subject to the following restrictions <p>Effective January 1, 2014:</p> <ul style="list-style-type: none"> • For active employees, the City will contribute a (\$300) PEHMCA contribution plus the difference between that and 75% of the Kaiser Bay Area rate through a flexible benefits plan. The City's contribution through the flexible benefits plan shall be limited for use for medical premiums. The employee shall be responsible for any premium cost in excess of the total City contributions set forth above. • For eligible retiree-annuitants, upon retirement effective on or after January 1, 2014, for annuitants who were hired on or prior December 31, 2013, City shall pay a direct PEMHCA contribution of up to \$300, the City will pay up to that same amount for eligible retirees at each level of participation. The eligible retiree-annuitants must be members of the PERS Health Benefits Program at the time of retirement. Eligible retiree-annuitants will be those retired employees of the City who meet the requirements of PERS retirement. If retiree-annuitants are enrolled in both Part A (Hospital) and Part B (Medical), then the retiree-annuitants shall participate in a Medicare supplementary program as provided for in Government Code Sections 22619 and 22859. For existing eligible retiree annuitants who retired prior to the effective date of this resolution, with a 3%@50 pension formula, the City shall pay \$300 per month. For existing eligible retiree annuitants who retired prior to the implementation of a 3% at 50 pension formula, the City shall pay \$300 plus the difference between that and 75% of the Kaiser premium at each level of coverage. • Employees first hired on or after January 1, 2014 shall receive retiree medical benefits in the form of an individual account with a Voluntary Employee Beneficiary Association ("VEBA") or alternative health benefit savings account [e.g., IRC Section 501(c)(9)

	<p>trust] selected by the City. The City shall contribute monthly an amount of money into each employee's VEBA account equal to one and one-half percent (1.5%) of the employee's base monthly salary. If City remains in PEHMCA, these employees may receive a PEMHCA contribution as required by law</p> <ul style="list-style-type: none"> • For all active employees, regardless of date of hire, the City will provide an optical and eyeglasses plan to all employees and their dependents and shall pay the full cost of the plan. Effective July 1, 1996, the optical and eyeglass plan provided by the City shall provide the same or similar benefit levels to Vision Services Plan C. <p>The City agrees to continue payment for health and welfare benefits for the surviving spouse of an Officer killed in the line of duty until such spouse remarries, and for the surviving children of such officer until each reaches the age of eighteen (18) or is no longer the dependent of the surviving spouse (as determined by the IRS), whichever is later. This is subject to the rules and regulations of the various carriers of the health and welfare benefits.</p> <p>Employees who have health insurance may waive the health insurance coverage offered by the City if they prove to the City's satisfaction that dual coverage which is at least equal in coverage to that provided by the City. An employee who waives the health coverage shall receive \$250 per month in cash.</p>
Wage Reduction	<ul style="list-style-type: none"> • Effective January 1, 2014, base pay for members of the bargaining unit shall be reduced by 5%.
Longevity Pay	<ul style="list-style-type: none"> • The City shall compensate bargaining unit members (i) who were hired on or before January 1, 2014 and (ii) who have at least eight (8) years of police service with the City of Vallejo and a total of twenty (20) or more years and less than twenty-five (25) years of police service, as defined in California Penal Code sections 830.1 and 830.2(a) (as the sections existed on July 1, 2003) an amount equal to five percent (5%) above their base salary. • The City shall compensate bargaining unit members (i) who were hired before January 1, 2014 and (ii) who have at least eight (8) years of police service with the City of Vallejo and a total of twenty-five (25) or more years of police service, as defined in California Penal Code sections 830.1 and 830.2(a) (as the sections existed on July 1, 2003) an amount equal to ten percent (10%) above their base salary.

	<ul style="list-style-type: none"> At no time shall such benefit be more than ten percent (10%). Longevity pay shall be included in the calculation of vacation and sick leave pay for eligible bargaining unit members.
Sick Leave	<ul style="list-style-type: none"> Upon satisfactory completion of six (6) months of full-time service by any regular employee hired on or after February 1, 2009, his/her record shall be credited with ninety (90) hours sick leave. Thereafter, the employee shall be credited with ten (10) additional hours of sick leave for each additional full month of employment up to a maximum of one hundred twenty (120) hours in each consecutive twelve month period. All accumulated sick leave accrued on or after January 1, 2014 shall apply towards retirement service credit. Whenever an employee is granted and takes sick leave, the number of hours which occur during said leave based on the employee's scheduled work day shall be subtracted from accumulated sick leave benefits. Any member of the bargaining unit assigned to work a shift in excess of 10 hours, who is off sick for an entire work day, shall have only 10 hours deducted from his/her sick leave balance. The intent of this provision is to ensure that each employee receives a full 12 sick days per year. The option to elect to cash out sick leave upon retirement or have sick leave converted to service credit set forth in Section 20(A)(4) of the expired City-VPOA MOU is eliminated. The "sick leave buy back" policy set forth in Section 20(C) of the expired City-VPOA MOU is eliminated. Elimination of the sick leave buy back option is not intended to, and shall not, impact any sick leave accrued before January 1, 2014, including either sick leave which is eligible to be bought back by the City or which is eligible to be credited towards retirement service credit. The City will amend its PERS contract pursuant to Government Code Section 20965 to permit employees to credit accumulated sick leave towards retirement service credit.
Telephone Expense	<ul style="list-style-type: none"> Effective January 1, 2014, employees will be covered by the City's Telephone Reimbursement Policy. The "Telephone Expense" policy described in Section 10(A) of the expired City-VPOA MOU is eliminated.
Other terms and conditions of employment	<ul style="list-style-type: none"> Unless otherwise modified herein, and unless and until lawfully modified, the other terms and conditions of employment of VPOA members shall remain <i>status quo</i>, to the extent such terms and conditions are within the scope of representation.