

LABOR AGREEMENT BETWEEN

THE CITY OF VALLEJO

AND

THE VALLEJO POLICE OFFICERS ASSOCIATION

EFFECTIVE FROM JULY 1, 2000 THROUGH JUNE 30, 2005

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	3
SECTION 7:	SENIORITY.....	5
SECTION 8:	SALARIES.....	10
SECTION 9:	OTHER SALARY PROVISIONS.....	11
SECTION 10:	SUPPLEMENTAL ALLOWANCES.....	14
SECTION 11:	HOURS OF WORK.....	14
SECTION 12:	OVERTIME.....	16
SECTION 13:	STANDBY, COURT, AND CALL BACK PAY.....	18
SECTION 14:	HAZARD DUTY PAY.....	21
SECTION 15:	OUT OF TOWN EXPENSES.....	21
SECTION 16:	UNIFORM ALLOWANCE.....	22
SECTION 17:	HOLIDAYS AND HOLIDAY PAY.....	22
SECTION 18:	EDUCATIONAL INCENTIVE PAY PROGRAM.....	23
SECTION 19:	ANNUAL LEAVE.....	24
SECTION 20:	SICK LEAVE, SICK LEAVE BUY-BACK, MATERNITY LEAVE, AND BEREAVEMENT LEAVE.....	25
SECTION 21:	MEDICAL EXAMINATIONS.....	27
SECTION 22:	HEALTH AND LIFE INSURANCE.....	28
SECTION 23:	DENTAL PLAN.....	29
SECTION 24:	LEAVES OF ABSENCE.....	30
SECTION 25:	UNAUTHORIZED LEAVE.....	31
SECTION 26:	MILITARY LEAVE.....	31

SECTION 27: RETIREMENT PLAN	32
SECTION 28: POLICE VEHICLES	33
SECTION 29: SAFETY	33
SECTION 30: GRIEVANCE PROCEDURE.....	33
SECTION 31: ASSOCIATION BUSINESS	37
SECTION 32: POLICE OFFICERS' EMPLOYMENT RIGHTS.....	37
SECTION 33: EXISTING BENEFITS.....	38
SECTION 34: VALIDITY OF AGREEMENT	38
SECTION 35: OUT-OF-CLASSIFICATION ASSIGNMENT	39
SECTION 36: POLICE DEPARTMENT GYM.....	39
SECTION 37: EMPLOYEE ASSISTANCE PROGRAM.....	39
SECTION 38: PAYCHECK AVAILABILITY	39
SECTION 39: POST TRAINING	40
SECTION 40: PREGNANT OFFICERS-MODIFIED DUTY	41
SECTION 41: INTERNAL AFFAIRS INTERVIEWS	41
SECTION 42: COMMUNICATIONS OPERATORS.....	42
SECTION 43: SAFETY VESTS	42
SECTION 44: MODIFIED DUTY ASSIGNMENTS	43
SECTION 45: EVALUATIONS	44
SECTION 46: CITIZEN COMPLAINTS.....	44
SECTION 47: SUBSTANCE ABUSE/DRUG TESTING	44
SECTION 48: TERM OF AGREEMENT	47
APPENDIX A.....	49

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**LABOR AGREEMENT
BETWEEN THE CITY OF VALLEJO
AND THE VALLEJO POLICE OFFICERS ASSOCIATION**

5 THIS AGREEMENT made and entered into at Vallejo, California, by and
6 between the City of Vallejo, a municipal corporation, hereinafter referred to as the
7 "City", and the Vallejo Police Officers Association, a California Corporation,
8 hereinafter referred to as the "Association", is intended to define the wages,
9 hours and working conditions of that group of employees hereinafter identified
10 during the term hereof and upon ratification and approval by the City Council of
11 the City of Vallejo.
12

13 **SECTION 1: RECOGNITION**

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

23 **SECTION 2: NO DISCRIMINATION**

- 24 A. There shall be no discrimination by the City of Vallejo in
25 employment conditions or treatment of employees on the basis of
26 race, religion, sex, age, creed, membership or nonmembership in
27 the Association, or participation in the activities of the Association.
- 28 B. There shall be no discrimination by the Vallejo Police Officers
29 Association in treatment of employees on the basis of race, religion,
30 sex, age, creed, membership, participation or nonmembership in
31 the Association.
- 32 C. The City and VPOA acknowledge the Americans with Disabilities
33 Act of 1990 (ADA) which prohibits discrimination against disabled
34 individuals in employment. Because the ADA requires
35 accommodation for individuals protected under the Act, and
36 because these accommodations must be determined on a case by
37 case basis, the parties may disregard provisions of this Agreement
38 in order for the City to avoid discrimination. VPOA recognizes that

39 the City has a legal obligation to meet with the individual to be
40 accommodated before any adjustment is made in working
41 conditions. VPOA will be notified of the proposed accommodations
42 prior to implementation by the City. Prior to disregarding any
43 provision of this Agreement in order to undertake the required
44 accommodations for an individual protected by the Act, the City will
45 provide VPOA with written notice of its intent to disregard the
46 provision, and will allow VPOA the opportunity to discuss options to
47 disregarding certain provisions of the Agreement.

48 **SECTION 3: DUES DEDUCTION**

- 49 A. Under written authority by an employee and approval by the
50 President and Secretary-Treasurer of the Vallejo Police Officers
51 Association, the City agrees to remit once each month from the
52 accrued wages of each employee, after all other required deduc-
53 tions have been made, the sum certified as Association dues, fees
54 and assessments and deliver the said sum to the Association
55 Secretary-Treasurer. The amount authorized to be deducted may
56 be changed by written request of the President of the Association at
57 the commencement of each fiscal year.
- 58 B. In the event that a dispute by an employee relative to dues
59 deductions results in litigation against the City, the Union agrees to
60 hold the City harmless and reimburse it for any costs and attorneys
61 fees.

62 **SECTION 4: HIRING**

- 63 A. Whenever the City hires an employee, it will inform the employee
64 as soon as possible of the terms and provisions of this Agreement.
65 The City will notify the Association in writing of such employment,
66 giving the name, date of hire and job classification of the new
67 employee.

68 **SECTION 5: PROBATIONARY PERIOD**

- 69 A. All new employees who enter the City service designated as "lateral
70 entry" Police Officers, and who possess a State of California Police
71 Officers Standards and Training (POST) Basic Certificate, shall
72 serve a probationary period of twelve (12) months.
- 73 B. All other new employees covered under this Agreement shall serve
74 a probationary period of eighteen (18) months.

75 C. During the probationary period, employees have no seniority rights,
76 but they shall be subject to all of the other clauses of the
77 Agreement. All employees who are retained beyond the probation-
78 ary periods as defined in "A" and "B" above shall attain the status of
79 a permanent employee and time spent in the probationary period
80 shall be included when computing their seniority. An employee
81 may be rejected by the City at any time during the probationary
82 period.

83 SECTION 6: PROMOTIONS

84 A. Promotions to classifications within the unit represented by the
85 Vallejo Police Officers Association shall be made from the ranks,
86 provided the candidate on the eligible list is qualified for the vacant
87 position as determined solely by the Chief of Police in accordance
88 with Civil Service Commission Rules and Regulations and the
89 following Subsection.

90 1. In the event that there are no names on a reserve or re-
91 employment list in the classification to be filled, the names of
92 all candidates on promotional Lists of Eligibles developed
93 under Civil Service Rules and Regulations shall be certified
94 by the Civil Service Commission to the Chief of Police. If
95 fewer than three (3) names remain on the List the Chief may
96 demand certification of at least three (3) names and
97 examinations shall be conducted until at least three (3)
98 names may be certified.

99 2. Once a promotional List of Eligibles has been certified by the
100 Civil Service Commission to the Chief of Police, the Chief of
101 Police shall recommend promotion to the appointing
102 authority of the candidates on that List utilizing criteria to
103 include the quality and diversity of the candidate's
104 experience, raw Civil Service examination scores, relevant
105 academic and vocational education, work attendance and
106 productivity, and the candidate's understanding of the
107 requirements of the classification within the Police
108 Department.

109 B. Vacancies in the exempt classification of Police Captain shall be
110 filled from the ranks, provided that the candidate is qualified for the
111 vacant position as determined solely by the appointing authority.
112 All applications submitted will be evaluated by the appointing
113 authority, and if there are not at least three (3) that are qualified,
114 then an open recruitment may be conducted.

- 115 C. If an officer on a promotional eligibility list created under Civil
116 Service rules is passed over in preference for someone with a
117 lower standing on that list, he/she shall be given a written
118 explanation of the reasons from the Chief of Police.
- 119 D. Each person receiving a promotional appointment shall serve a
120 probationary period in such promotional position of twelve (12)
121 months, and if at the end of said period such probationer has not
122 been removed from the promotional position, his/her appointment
123 shall be deemed complete. Any probationer may be rejected by the
124 City at any time during the probationary period without right of
125 appeal or hearing in any manner. When a person on promotion
126 probation is removed therefrom, he/she shall be reinstated to the
127 position from which he/she was promoted unless he/she is
128 discharged in accordance with applicable law.
- 129 E. Any person receiving a provisional promotion to a classification
130 within the unit represented by the Association who subsequently
131 receives the next regular promotion to that same classification shall
132 receive credit for all time working within that provisional
133 classification towards the completion of his/her twelve (12) month
134 probationary period and the receipt of his/her next scheduled step
135 increase.
- 136 1. A provisional promotion will be differentiated from an out of
137 classification assignment as covered in Section 36(A), in that
138 a provisional promotion shall exist for a longer period of time
139 than is required to fill a temporary and unexpected vacancy
140 caused by a regular supervisor's absence due to illness,
141 vacation or regular days off.
- 142 2. Employees may serve in provisional appointments for a
143 maximum of nine (9) months. Employees promoted to a
144 higher position after serving as provisional employees in that
145 position shall not receive credit for such provisional service if
146 sixty (60) days or more have elapsed between the end of
147 their provisional appointment and their appointment to the
148 promotional position.
- 149 F. The Department shall provide to applicants for promotional
150 positions a generic study guide relating to basic source materials.
151 Nothing in this section requires the Department to include in the
152 study guide references to specific code sections, chapters or
153 orders.

154 G. Employees applying for promotional examinations within the
155 Department shall receive a notice at least three (3) months in
156 advance of the dates on which each general phase of the
157 examination shall be conducted. If the Department determines to
158 change the date of any phase of the examination, it shall provide
159 written notice of the new date at least fourteen (14) calendar days
160 in advance of the new date.

161 H. To be eligible for promotion or to be considered for promotion, an
162 employee must have received at least an acceptable evaluation on
163 all evaluation dimensions on the most recent performance
164 evaluation preceding the promotional exam, or have satisfactorily
165 completed a Performance Improvement Plan. The provisions of
166 Section 6H may be waived at the discretion of the Chief of Police.

167 SECTION 7: SENIORITY

168 A. Seniority Defined

169 1. Classification Seniority is defined as the period of most
170 recent continuous service in the employee's classification.
171 Employees shall not attain classification seniority until
172 completion of the probationary period in that classification, at
173 which time classification seniority shall relate back to the
174 most recent date of appointment to such classification.
175 Demotion for any reason shall not result in any loss of
176 seniority in the previous classification.

177 2. Where used in this Section, Patrol Division shall mean the
178 Patrol Division of the Operations Bureau of the Vallejo Police
179 Department.

180 B. Seniority Credit

181 1. In computing seniority, credit shall be given for all classified
182 service in the Police Department except that a resignation or
183 discharge shall be considered a break in service and
184 seniority credit shall not be given for any service rendered
185 prior to that break.

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

188 a. Absence without pay not exceeding thirty (30) calen-
189 dar days.

- 190 b. Absence during authorized vacation period.
- 191 c. Absence on leave for active service in the armed
- 192 forces of the State of California or of the United States
- 193 of America.
- 194 d. Absence on leave to accept exempt employment in
- 195 any department, office or bureau of the City, not to
- 196 exceed one (1) year of credit.
- 197 e. Absence on leave to accept temporary emergency
- 198 employment.
- 199 f. Absence on leave to serve the probationary period in
- 200 a new class in the event the employee does not
- 201 complete the probationary period due to a layoff.
- 202 Seniority shall be allowed only in the new class upon
- 203 subsequent completion of the probationary period in
- 204 the new class.
- 205 g. Absence on leave made necessary by injuries in the
- 206 line of duty.
- 207 h. Absence on leave with pay made necessary by inju-
- 208 ries not sustained in the course of City employment.
- 209 i. Absence on leave while on loan to another agency if,
- 210 in the opinion of the City Manager, the City service
- 211 stands to benefit from the specific experience
- 212 obtained from such other employment or activity.

213 3. Other Seniority Provisions

- 214 a. In computing length of service, all periods of absence
- 215 without pay from the service of the City in excess of
- 216 thirty (30) calendar days, notwithstanding the reason
- 217 or necessity therefor, shall be deducted and no
- 218 seniority credit granted with the exception of recall to
- 219 active military service which shall be in compliance
- 220 with Federal law.
- 221 b. Seniority credits for periods of absence from one
- 222 class in order to temporarily fill in another position
- 223 shall be credited in the former position.

224 c. If an employee is suspended through no fault of
225 his/her own and is later reemployed, he/she shall not
226 lose any seniority credit for any period of actual
227 service; if, however, he/she has been separated from
228 service by resignation or discharge for cause and is
229 again employed, he/she shall not receive any
230 seniority credit for service rendered prior to his/her
231 separation from service.

232 d. When two or more employees are hired on the same
233 date, in the position of police officer, seniority shall be
234 determined by the date of the original police officer
235 employment application with the City.

236 e. When two or more employees are promoted on the
237 same date in the same classification, seniority shall
238 be determined by their final score rank order on the
239 Civil Service list of eligibles.

240 C. Seniority List

241 1. The Police Department shall establish and maintain a
242 seniority list by classification seniority. The seniority list shall
243 be updated before the last quarter of each calendar year and
244 on that date posted in the department. A copy of the list as
245 posted shall concurrently be mailed to the Association. Any
246 objections to the seniority list as posted shall be reported to
247 the department personnel officer within ten (10) days of the
248 posting. Thereafter, employees shall not be permitted to
249 question the list as posted.

250 D. Team Assignments

251 1. All employees in the classifications of Police Officer,
252 Corporal, Sergeant and Lieutenant while assigned to the
253 Patrol Division at the discretion of the Chief of Police shall
254 select annually in November for a one (1) year period, their
255 preferred team assignment and days off on the basis of their
256 classification seniority.

257 2. Nothing contained herein shall limit the discretion of the
258 Chief of Police to determine the number of employees to be
259 assigned to each patrol team, division, unit, bureau or
260 specialized position, or the discretion of the Chief of Police to
261 assign and transfer employees to meet the requirements of
262 the Department. A total of five (5) specialized officers

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positions will be available each year from within all of the Police Department specialized assignments determined by the Chief of Police. It is understood and agreed that at least one (1) officer position must be made available within the specialized assignments determined by the Chief of Police which contain three (3) or more sworn personnel not less than once every three (3) years. Officers with two (2) or more years of Vallejo Police Department experience shall be considered first for a specialized assignment. Once an officer is rotated out of a specialized position, he/she shall remain in the Patrol Division for at least one (1) year prior to another specialized position unless an exception is granted by the Chief of Police.

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3. In the event it becomes necessary, in the opinion of the Chief of Police, to transfer a Lieutenant, Sergeant, Corporal, or Police Officer from one team to another, other than the team designated as a relief team, it shall be a volunteer or it will be the officer with the least seniority on the team from which the transfer is to be made.

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E Vacation Selection

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1. All employees shall annually select first and second vacation leave periods (including annual leave in lieu of holidays) during the months of November and December of each year on the basis of classification seniority and rank order within team assignments using the criteria in Sections E4, E5 and E6 below.

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2. The Chief of Police shall, during November of each year, designate the maximum number of employees who may be on vacation at any one time for each bureau, division, team, unit or specialized activity 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.

- 300 6. On vacation selections of less than forty (40) hours, only one
301 Patrol Division Sergeant or Corporal per team shall be
302 permitted to be on leave at any time. Only one Patrol
303 Division Officer per team shall be permitted to be on leave at
304 any time. Two (2) Officers would be allowed off in those
305 instances where the Sergeant and Corporals are not on
306 scheduled leave. Team supervisors may deviate from this
307 provision in allowing additional personnel off in accordance
308 with procedures established by the Chief of Police.
- 309 7. After the first vacation selection, Advanced Officer Training
310 will be scheduled around vacations that fall in January and
311 February.
- 312 8. Only one supervisor per shift (either Sergeant or Lieutenant)
313 will be allowed off on a scheduled vacation during the
314 following listed holidays:
- 315 a. Fourth of July
- 316 b. Memorial Day
- 317 c. Labor Day
- 318 d. The evening of Halloween, concerning swing shift and
319 graveyard.
- 320 e. The evening of New Year's Eve, concerning swing
321 shift and graveyard.
- 322 9. Only one (1) officer per swing shift and graveyard shift is
323 allowed off on a scheduled absence on the evenings of
324 Halloween and New Year's Eve.
- 325 10. Traffic Division Officers and their supervisor are not allowed
326 scheduled vacation during the Fourth of July weekend as
327 declared by the Traffic Division Supervisor and the
328 scheduled Solano County Fair.
- 329 F. Seniority shall apply for the selection of beats according to
330 procedures established by the Chief of Police. It is understood and
331 agreed that deviation from seniority shall be allowed when it is
332 determined by the Chief of Police or his representative to be in the
333 best interest of the Police Department.

334 **SECTION 8: SALARIES**

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

339 B. Wages for members of the bargaining unit shall be increased for
340 the period July 1, 2001 through June 30, 2002 by the same
341 percentage provided to members of the Vallejo Fire Department
342 who are represented by the International Association of Firefighters
343 Local 1186.

344 C. Wages for members of the bargaining unit shall be increased for
345 the period July 1, 2002 through June 30, 2003 by the same
346 percentage provided to members of the Vallejo Fire Department
347 who are represented by the International Association of Firefighters
348 Local 1186.

349 D. Wages for members of the bargaining unit shall be increased for
350 the period July 1, 2003 through June 30, 2004 by the same
351 percentage provided to members of the Vallejo Fire Department
352 who are represented by the International Association of Firefighters
353 Local 1186.

354 E. Wages for members of the bargaining unit shall be increased for
355 the period July 1, 2004 through June 30, 2005 by the same
356 percentage provided to members of the Vallejo Fire Department
357 who are represented by the International Association of Firefighters
358 Local 1186.

359 F. The Corporal classification shall receive salary at seven percent
360 (7%) above the top step Police Officer classification. It is further
361 understood and agreed that while first-line supervision for sworn
362 officers is provided by Police Sergeants, Police Corporals may be
363 assigned to directly supervise and evaluate small work groups
364 composed of non sworn staff members. Nothing in this agreement
365 is intended to diminish the role of Police Sergeants in the Police
366 Department's organizational structure.

367 G. All employees covered by this Agreement shall have the option to
368 enroll in the deferred compensation plan which is available to the
369 City.

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SECTION 9: OTHER SALARY PROVISIONS

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

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

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a. of the Second or Third Step of the hiring rate if:

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i) labor supply is unusually restricted and employment cannot be accomplished otherwise, or

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ii) the person to be hired is unusually well qualified.

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b. of the Fourth or Fifth Step as the hiring rate as determined by the City Manager, or other designated appointing authority, for exceptional reasons which shall be documented in the appointing action.

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2. Eligibility for Advancement. Time in step shall begin on the first day of the payroll period if employment occurs during the first five (5) days of the payroll period. If an employee begins work after the fifth day of any payroll period, time in step shall begin on the first day of the ensuing payroll period. The following time-in-step requirements create eligibility for the next higher step:

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Step Time-in-Step

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1 6 Months

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2 6 Months

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3 1 Year

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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

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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.

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B. Canine Officers

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1. Canine Officers shall be declared to be 7k exempt employees under the Fair Labor Standards Act (FLSA) and shall be assigned to a seven (7) day, 43 hour work period.

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2. During a given work period, a Canine Officer may utilize up to twenty-five (25) minutes of off-duty time per day for six (6) days per work period and up to thirty (30) minutes of off-duty time one (1) day per work period for the care and feeding of their assigned dog. The rate of pay for such off-duty time spent caring for their assigned dog shall be the officer's regular rate of pay.

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3. A Canine Officer is prohibited from working off-duty more than the 25 or 30 minutes per day as specified above without advance written permission from the Chief of Police, or his designee, except in the case of an emergency involving the animal. In such case, the rate of pay for the additional off-duty time shall be paid at the rate required by the FLSA.

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4. Dog care time shall not be considered time worked for purposes of overtime under the labor agreement.

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5. To the extent required by law, dog care time shall be included in determining the Fair Labor Standards (FLSA) "hours worked" for the seven (7) day FLSA work period, and the pay for such dog care shall be computed in accordance with the FLSA.

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6. The City shall reimburse a Canine Officer for all of the following expenses: (1) veterinarian fees; (2) food; (3) grooming supplies; and (4) other items essential for the care of the animal. To be eligible for such reimbursement, advanced approval must be received from the Chief of Police or his designee for all non-emergency expenses.

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7. The City reserves the exclusive right to terminate the Canine Program at any time for reasons determined appropriate by the Chief of Police.

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C. Employees shall receive their compensation in a single check which shall include the regular base salary, overtime, and out of classification compensation. In the event IRS Regulations prohibit dual deductions on a single check, two (2) checks will be issued.

478 SECTION 10: SUPPLEMENTAL ALLOWANCES

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A. Telephone Expense. The City shall continue to reimburse members of the Association for the basic monthly cost of maintaining a phone. Such reimbursement shall be at the rate of \$6.53 per month and will be paid to active employees in this representational bargaining unit in a lump sum between June 1 and June 15 of each year, said sum to cover the twelve (12) month period ending on June 30 of each year.

486 SECTION 11: HOURS OF WORK

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

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

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

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

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

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

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

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

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E. The Youth Services Section shall be assigned to a 4-10 work schedule during the summer break in the school year. It is agreed by the City and the Association that the schedule change may terminate in less than three (3) months at the end of the summer break.

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

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

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2. All other Officers may have their assigned starting and ending times changed by up to two (2) hours with advanced notice determined appropriate by the Chief of Police. A

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seventy-two (72) hour notice shall be required for changes in excess of two (2) hours. In the event that the required notice is not given and the employee's normal work schedule (normal reporting time) is changed in excess of two (2) hours, he/she shall be paid at the rate of time and one-half for hours worked outside the normal schedule.

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

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

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

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

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

572 SECTION 12: OVERTIME

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

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B. Overtime shall be paid at the rate of time-and-one-half the regular rate of pay and computed in one-half (1/2) hour increments for an employee having worked at least fifteen (15) minutes of the half hour, except as set forth in Subsections C and D below.

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a. Starting with the least senior officer and working up to the most senior officer, personnel will be ordered to work overtime.

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b. A list shall be kept in the Watch Commander's office showing each time an officer is ordered to work overtime so that no officer shall be ordered to work overtime a second time until all officers on the list have been ordered to work overtime once.

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c. If an officer is skipped due to absence, that officer will be first in line to be ordered to work overtime upon his/her return.

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d. Any officer who has a hardship reason for not being able to work the overtime will be passed over until the next time someone is ordered to work overtime.

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e. An officer who is ordered to work overtime will be reimbursed for the actual and necessary cost of a meal, not to exceed \$7.50. This will apply to those officers who work for at least four (4) hours overtime.

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4. When the procedure is exhausted or if, in the judgement and discretion of the Chief of Police, time does not allow for the pursuit or completion of this procedure, the Chief of Police or his designee may require employees to provide overtime work, and employee may not refuse overtime assignments.

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SECTION 13: STANDBY, COURT, AND CALL BACK PAY

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A. Standby Pay. Employees may be assigned to standby duty by the Chief of Police or his/her authorized representative.

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1. Employees assigned to standby duty, other than detectives in the General Investigations Division, shall be compensated at the overtime rate of time-and-one-half for all such hours with a minimum of two (2) hours compensation

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2. Detectives shall be assigned to standby duty under the following conditions:

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a. When assigned to standby duty, the detective on standby shall be paid at the rate of one (1) hour's pay at time-and-one-half for each eight (8) hours on

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standby. (On work days, the period between 1700 and 0830 hours shall be considered sixteen (16) hours for this purpose.)

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

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

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

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e. Standby 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.

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3. Compensation as in A.1. and A.2. above 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. The primary purpose of this subsection is to ensure minimum staffing.

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

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

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

583 C. It is understood and agreed that promoted employees during their
584 first six (6) months of promotional probation and all initial
585 probationary employees during their first twelve (12) months of
586 probation shall not be entitled to overtime payments for overtime
587 hours resulting from training evaluation, and counseling activities.
588 Such employees for any such overtime hours worked shall receive
589 compensatory time off based on an hour-for-hour equivalent of the
590 overtime hours worked. Said time off shall be taken in accordance
591 with the needs of the Police Department with due regard for the
592 desires of the employees. For routine operational functions, all
593 employees shall be treated in accordance with Subsections A and
594 B above.

595 D. It is understood and agreed that employees performing full or
596 modified duties who as a result of a job incurred injury must attend
597 medical treatment or evaluation at times other than their regularly
598 scheduled working hours shall not be entitled to overtime
599 payments. Such employees shall receive compensatory time off
600 based on an hour-for-hour equivalent for such treatment or
601 evaluation received on a regularly scheduled work day. Said time
602 off shall be taken from a contiguous shift and in accordance with
603 the needs of the Vallejo Police Department. In the event that an
604 employee cannot take that time off on a contiguous shift, the
605 employee shall be eligible to place the compensatory time (at
606 straight time) on the books subject to the rules of the Vallejo Police
607 Department.

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

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

613 2. If unsuccessful, the on-duty Watch Commander shall contact
614 oncoming officers who have placed their names on a
615 volunteer list. If still unsuccessful, the on duty Watch
616 Commander shall then make at least four (4) calls to off-duty
617 officers who have placed their name on a volunteer list, to
618 have them work the overtime.

619 3. If the on-duty Watch Commander is unsuccessful in finding
620 someone to voluntarily work the overtime, the following
621 procedure shall be used:

- 695 C. Court Time. Employees required to make court appearances on
696 behalf of the City of Vallejo during off-duty hours, shall be
697 compensated at the rate of time and one-half for all hours of such
698 time with a minimum of four (4) hours compensation. For other
699 cases arising out of their use of police officer powers, the City may
700 compensate the officer for court appearances as determined by the
701 Chief of Police in his/her discretion. This minimum shall not apply
702 when the court appearance is within two (2) hours of the start of a
703 scheduled work shift. VPD police officers who have laterally
704 transferred from other law enforcement agencies and are
705 subpoenaed to testify for such agencies relative to their prior law
706 enforcement activities shall be entitled to court time pursuant to this
707 section.
- 708 1. Travel time shall be included in the minimum compensation
709 if four (4) hours or less total time is involved.
- 710 2. An employee who is subpoenaed to court shall telephone a
711 City maintained answering machine between the hours of 5
712 p.m. and midnight on the date preceding the court
713 appearance date to verify that the subpoena has not been
714 canceled. An employee who fails to make verification will
715 not be compensated if the employee appears in court when
716 the appearance has been canceled.
- 717 3. An employee shall be notified at the earliest time of the
718 cancellation of the subpoena. If notified by the City in
719 advance of the scheduled court appearance that the case
720 has been canceled, the employee shall have the option of
721 reporting to court or receiving the rescheduling fee referred
722 to in Section 13C4 below.
- 723 4. An employee who has a pending day-off court appearance
724 canceled and rescheduled to a subsequent day shall receive
725 one (1) hour pay at the rate of time and one-half as a
726 rescheduling fee for such occurrence. No more than one
727 rescheduling fee shall apply per day.
- 728 5. When a subpoena requires an employee to appear in court
729 within three (3) hours after the employee's regularly
730 scheduled shift ends, the employee may elect to have
731 his/her overtime commence at the end of his/her regularly
732 scheduled shift. If the employee elects to do this, the
733 employee shall continue working as directed by the Watch
734 Commander until said court appearance.

735 6. When an employee is subpoenaed to court during off-duty
736 hours and that court appearance terminates after the four (4)
737 hour minimum and within three (3) hours of the employee's
738 regularly scheduled shift, the employee may elect to have
739 his/her overtime continue until the employee's regularly
740 scheduled shift commences. If the employee elects to do
741 this, the employee shall report to the Watch Commander for
742 duty when he/she has completed said court appearance.

743 **SECTION 14: HAZARD DUTY PAY**

744 A: Motorcycle Duty. Any employee regularly assigned to motorcycle
745 duty shall receive an additional One Hundred Twenty-Five Dollars
746 (\$125.00) per month. Vacation and sick leave pay for officers
747 assigned to motorcycle duty shall include the appropriate premiums
748 for such assignment. Any employee assigned to motorcycle duty
749 on a part time basis shall receive an additional Two Dollars (\$2.00)
750 for each shift so assigned.

751 **SECTION 15: OUT OF TOWN EXPENSES**

752 A: Out of town expenses, meaning compensation for mileage for the
753 use of a private vehicle or the cost of meals necessary in relation to
754 employment are to be paid by the City. Authorization for either
755 compensation for mileage for private vehicle or compensation for
756 meals must be approved in advance by the Department. City
757 vehicles must be used before private vehicles are used and
758 permission for use of private vehicles will be granted only if no City
759 vehicles are available.

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

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

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

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

- 772 B. Mileage payments for the use of a private vehicle on City business,
773 and compensation for meals while out of town shall be in
774 accordance with the prevailing City policies and practices.
- 775 C. No receipt shall be required for meals except when it is needed to
776 draw from petty cash.

777 **SECTION 16: UNIFORM ALLOWANCE**

- 778 A. Effective July 1, 1999, the uniform allowance shall be \$750 for all
779 employees.
- 780 B. Effective July 1, 2000, the uniform allowance shall be \$800 for all
781 employees.
- 782 C. This amount shall be paid on the first regular payday in December
783 of each year. It is understood and agreed that said uniform
784 allowance is a reimbursement for costs incurred by employees
785 during the entire calendar year in which payment is made. It shall
786 be the responsibility of the employee to see that uniforms are kept
787 clean and in good repair.
- 788 1. Any employee dismissed from City service shall not be
789 eligible for a uniform allowance for the fiscal year in which
790 dismissal occurs.
- 791 2. Persons employed for less than the full calendar year shall
792 be eligible for a pro-rata uniform allowance, which shall be
793 1/12 of the full amount of annual allowance for each full
794 month of service.

795 **SECTION 17: HOLIDAYS AND HOLIDAY PAY**

- 796 A. Employees shall be entitled to thirteen (13) days annual leave in
797 lieu of holidays. For purposes of this section, a holiday is equal to
798 eight (8) hours. Employees shall have the right to elect on or
799 before November 1st of each year to be paid for not more than five
800 (5) days in lieu of time off at the rate of time and one-half, payment
801 therefor to be made in one lump sum on the first regular payday in
802 December of the year following said election. The first choice shall
803 be no later than January 1, for payments to be received the
804 following December. In the event an employee retires, the
805 employee shall receive a pro-rata payment of one quarter of the
806 number of days elected for each full quarter year completed
807 (January-March; April-June; July-September; October-December.)

808 The holidays so identified shall be Independence Day, Labor Day,
809 Admissions Day, Columbus Day, Veteran's Day, Thanksgiving Day,
810 the Friday after Thanksgiving Day, Christmas Day, New Year's
811 Day, Washington's Birthday, Lincoln's Birthday, Martin Luther King,
812 Jr. Day, and Memorial Day.

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

814 A. Employees Covered

815 1. All employees shall be entitled to receive an additional 3% of
816 salary per month if they have obtained an Intermediate
817 Certificate issued by the California Commission on Peace
818 Officer Standards and Training (POST), and shall be entitled
819 to receive an additional 5% of salary per month if they have
820 obtained a POST Advanced Certificate. These amounts
821 shall not be compounded and a bargaining unit member may
822 receive Educational Incentive Pay for only the highest
823 certificate awarded.

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

827 B. Incentive Program

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

831 2. The Educational Incentive Benefit shall be included in the
832 computation for overtime.

833 3. Upon meeting the requirements, educational incentive pay
834 shall be retroactive to the first pay period following
835 application by the employee.

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836 SECTION 19: ANNUAL LEAVE

837 A. Employees covered by this Agreement shall be entitled to
838 accumulate annual leave in accordance with the following schedule
839 based on years of continuous service:
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Years of Continuous Service	Accrued Annual Leave Per Biweekly Pay Period
0 Through 4 -	7.08 Hours
More than 4 Through 12	8.62 Hours
More than 12 Through 20	10.16 Hours
More than 20 Through 26	11.38 Hours
More than 26	12.60 Hours

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

845 C. Employees are eligible to accumulate annual leave up to the
846 amount which can be accumulated in three (3) years.

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

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

865 2. The Director of Human Resources, or designate, shall grant
866 an exception in cases where an employee's scheduled
867 annual leave was canceled by the Chief of Police. To be
868 considered for this exception, the Director of Human
869 Resources must be informed of the circumstances

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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 caused by the cancellation of the scheduled annual leave. In no circumstances, shall the amount of payment exceed the amount of vacation that was canceled by the Chief of Police.

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

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A. Upon satisfactory completion of six (6) months of full-time service by any regular employee, his/her record shall be credited with eight (8) hours sick leave for each full month between the date of employment and the end of the current calendar year. Thereafter, the employee shall be credited with eight (8) additional hours sick leave for each additional full month of employment to a maximum of ninety-six (96) hours in each consecutive twelve (12) month period.

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B. 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 10 hour day who is off sick for an entire work day shall have only 8 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.

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C. Sick Leave Buy-Back. After ten (10) or more years of continuous service, any employee who retires, resigns, dies or is laid off by City action, shall be paid for one-half (1/2) of any accumulated sick leave pay, at his/her regular straight time rate of pay, said payment to be made to the employee or his/her designated beneficiary. The ten (10) year minimum shall be waived in the event of a work-related disability retirement.

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D. Officers on 4850 time are to recuperate at their place of residence or other acceptable place commensurate with their medical condition, except when being treated by medical personnel or when hospitalized, and they are to keep the Division Commander or his/her designate regularly informed as to their locality. Failure to follow the above guidelines may subject an officer to the loss of paid 4850 leave and/or disciplinary action.

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E. The City will amend its PERS contract pursuant to Government Code Section 20.862.8 to permit employees to credit accumulated

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sick leave towards retirement service credit. Prior to calculating retirement service, pay for unused sick leave received by employees under Subsection 20.C shall be deducted from accumulated sick leave hours.

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F. All employees will be eligible for maternity leave for childbearing or pregnancy related disability. Said leave will not exceed twelve (12) weeks. Maternity leave may commence no earlier than two (2) weeks prior to the expected birth unless stipulated by the attending physician and/or employee's OB-GYN. Extensions shall be granted upon the recommendation of the attending physician and/or the employee's OB-GYN regarding pregnancy related illness.

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

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

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

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

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

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

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

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

- 947 2. The day of absence is one of the three (3) days commencing
948 with the day of such death or the day immediately following
949 the day of such death;
- 950 3. The absence occurs on the day during which the employee
951 would have worked but for the absence;
- 952 4. The day of absence is not later than the day of such funeral
953 except where substantial travel time is required;
- 954 5. The employee, when requested, furnishes proof satisfactory
955 to the City of the death, his/her relationship to the deceased,
956 the date of the funeral, and the employee's actual
957 attendance at such funeral.
- 958 H. An employee shall not be allowed to use sick leave for any work-
959 related illness or injury.

960 **SECTION 21: MEDICAL EXAMINATIONS**

- 961 A. Whenever an employee sustains an injury or disability arising out of
962 and in the course of his/her employment with the City, and by
963 reason thereof becomes entitled to receive compensation under the
964 Insurance Safety Act of the State of California or under any other
965 State law, the employee shall be granted leave with pay while such
966 disability continues but not to exceed one (1) year for any one injury
967 or disability, provided, that such employee assigns to the City of
968 Vallejo any compensation allowed him/her under the Workers'
969 Compensation Insurance and Safety Act, or under any State law.
970 Paid leave shall be granted regardless of the accumulated sick
971 leave balance credited to the employee.
- 972 B. If, in the opinion of the appointing authority, an employee is
973 incapacitated from performing the duties of his/her position on
974 account of sickness or injury, such employee may be required to
975 submit himself/herself for examination to the City health officer or
976 physician or other practitioner approved by the City Manager.
- 977 C. If the report of such physician or physicians shows the employee to
978 be in an unfit condition to perform his/her duties, the department
979 head shall have the authority, subject to the approval of the City
980 Manager, to compel such employee to take sufficient leave of
981 absence as will be necessary to fit him/her to perform the duties of
982 his/her position; provided, however, that if such employee is eligible
983 for disability retirement under the provisions of State law, the City
984 Manager may direct the Director of Human Resources to submit the

985 medical report of said physician or physicians to the Retirement
986 Board for the purpose of considering the retirement of the
987 employee for permanent disability.

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

992 SECTION 22: HEALTH AND LIFE INSURANCE

993 A. Health Insurance

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

997 2. Effective July 1, 1996, the City's payment of medical
998 premiums for employees and eligible dependents shall be
999 the full premium cost of the chosen medical plan offered
1000 through PERS Health Plan Services Division.

1001 3. The City's existing health program for retiree-annuitants shall
1002 continue through December 31, 1996. Effective January 1,
1003 1997, City's contribution for eligible police retiree-annuitants
1004 shall be the same as the current City of Vallejo Fire retiree-
1005 annuitants. Also, effective January 1, 1997, police retiree-
1006 annuitant basic and supplemental contribution rates for
1007 subsequent years will be increased by 10% per year
1008 pursuant to the Government Code.

1009 4. The eligible retiree-annuitants must be members of the
1010 PERS Health Benefits Program at the time of retirement.

1011 5. Eligible retiree-annuitants will be those retired employees of
1012 the City who meet the requirements of PERS retirement.

1013 6. If retiree-annuitants are enrolled in both Part A (Hospital)
1014 and Part B (Medical) of Medicare, then the retiree-annuitants
1015 shall participate in a Medicare supplementary program as
1016 provided for in Government Code Sections 22819 and
1017 22859.

1018 7. The City will provide an optical and eyeglasses plan to all
1019 employees and their dependents and shall pay the full cost

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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.

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8. 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 a 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.

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9. Effective July 1, 1996, employees who have health insurance may waive the health insurance coverage offered by the City if they prove to the City's satisfaction that they have medical coverage which is at least equal in coverage to that provided by the City. An employee who waives the health coverage shall receive the "Kaiser-North" employee only premium established through PERS Health Plan Services Division on a monthly basis in cash.

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B. Life Insurance

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1. Effective July 1, 1996, the City shall maintain a \$40,000 term life insurance policy with a \$40,000 accidental death and dismemberment (double indemnity) feature, and pay the premium costs of such a plan.

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

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SECTION 23: DENTAL PLAN

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

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- B. Effective July 1, 1990, the City shall maintain the existing orthodontic plan and increase coverage to allow for employee and dependent children which shall provide fifty percent (50%)

1058 coverage to a lifetime maximum of \$2,000 per covered individual.
1059 The City shall pay the premium costs of such plan.

1060 **SECTION 24: LEAVES OF ABSENCE**

1061 A. The City Manager may grant a regular employee leave of absence
1062 with or without pay not to exceed one (1) year, if either or both of
1063 the following should be found:

1064 1. The employee's occupation during leave of absence will
1065 improve the proficiency of the employee in City employment
1066 and return of the employee is desirable and in the interests
1067 of the City.

1068 2. The employee's circumstance is such that the employee
1069 must resign if leave is not granted and the performance of
1070 the employee is such that a return to City service is desired
1071 so that the inconvenience of the absence of the employee is
1072 thereby justified.

1073 B. No such leave shall be granted except upon written request of the
1074 employee. Approval shall be in writing and a copy filed with the
1075 Civil Service Commission. Authority to grant leave of absence shall
1076 include authority to abrogate such leave of absence.

1077 C. Upon expiration of a regularly approved leave, or within a
1078 reasonable period of time after notice to return to duty, the
1079 employee shall be reinstated in a position of the same or equivalent
1080 class as that held at the time leave was granted. Failure on the
1081 part of the employee on leave to report promptly at its expiration or
1082 within a reasonable time after abrogation of leave or notice to return
1083 to duty shall be cause for dismissal.

1084 D. Failure to report at the expiration of a leave shall remove an
1085 employee from the service of the City.

1086 E. If an employee desires to report for duty prior to the expiration of a
1087 leave of absence, the employee shall notify the appropriate
1088 department head in writing and thereupon shall return within one
1089 week from the date of the receipt of the communication by the head
1090 of the department; provided, however, that if for reasons of
1091 economy, in the opinion of the head of the department, it is not
1092 advisable to fill the position, or if it has been filled during the
1093 absence of the employee on leave, then the employee shall not
1094 return prior to the expiration of the leave of absence if so directed.

1095 **SECTION 25: UNAUTHORIZED LEAVE**

1096 A. No employee shall be absent from duty without leave, except in
1097 case of sickness or great emergency.

1098 B. An employee who is absent from service without a valid leave of
1099 absence for ten (10) consecutive calendar days shall be deemed to
1100 have abandoned the position held with the City and to have
1101 resigned from the service, unless the employee shall within a
1102 period of thirty (30) calendar days next succeeding such ten (10)
1103 days, establish that such failure was excusable; provided, however,
1104 that nothing herein contained shall be construed as preventing the
1105 employing authority from suspending or discharging an employee
1106 on account of unauthorized leave.

1107 **SECTION 26: MILITARY LEAVE**

1108 A. Military leave, as defined in State law, shall be granted to any
1109 regular employee. Any employee who is granted military leave may
1110 be paid at his/her regular rate to a maximum of thirty (30) calendar
1111 days, in any calendar year, while on such leave.

1112 B. All employees entitled to military leave shall give the City Manager
1113 an opportunity, within limits of military regulations, to determine
1114 when such leave shall be taken.

1115 C. All persons who voluntarily enlist or otherwise enter the armed
1116 forces of this State or of the United States of America during time of
1117 war, or for the duration of any limited or other national emergency
1118 as declared by the President or Congress of the United States or by
1119 the Governor of California shall, during the period of such service
1120 and for a period of six (6) months from and after the termination of
1121 such service, be on a leave of absence from the City and shall be
1122 entitled to return to the service of the City during the time so
1123 designated, to the same rank and position to which they would be
1124 or would have been entitled to in the event any change in personnel
1125 has occurred during the period of military leave; provided, however,
1126 that any such person is not, upon such return, either physically or
1127 mentally incapacitated from performing the duties of the position to
1128 which he/she is entitled to be restored. No such leave shall be
1129 allowed to any employee who is dishonorably discharged from any
1130 branch of the armed forces.

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SECTION 27: RETIREMENT PLAN

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A. Effective July 1, 2000 the City shall provide the California Public Employee Retirement System Local Safety 3% at 50 retirement program to all eligible members of the representational unit.

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B. Effective July 1, 1990, the City shall provide to those employees currently covered the Third Level of 1959 Survivor Benefit Sections 21380-87 including Section 21382.4. The \$2.00 per month cost shall be borne by the employee. Effective July 1, 1999 or as soon after that date as possible, the City shall provide to all employees the Fourth Level of 1959 Survivor Benefit.

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C. Effective as soon as practical after July 1, 1996, the City shall modify its contract with PERS to provide that 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.

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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.

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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.

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

1167 **SECTION 28: POLICE VEHICLES**

1168 A. All police vehicles shall be maintained in a mechanical condition
1169 which is at all times safe for police work.

1170 B. A police vehicle may be determined by the employee assigned to
1171 operate the vehicle, and his/her immediate supervisor, to be
1172 unsafe. Such vehicle shall be taken out of service immediately and
1173 not assigned to any employee until the vehicle has been returned to
1174 a safe mechanical condition. The employee shall be assigned by
1175 the immediate supervisor to other duties while the vehicle is out of
1176 service.

1177 **SECTION 29: SAFETY**

1178 A. Safety equipment as mandated by State law to properly protect
1179 police officers shall be provided by the City. Such safety equipment
1180 shall be maintained by the City in a condition suitable for police
1181 service as may be required by law.

1182 **SECTION 30: GRIEVANCE PROCEDURE**

1183 A. For the purpose of this Agreement, the term "grievance" means any
1184 dispute concerning wages, hours and working conditions with
1185 respect to the meaning, interpretation, application or alleged
1186 violation of the terms and provisions of this Agreement, as well as
1187 questions of arbitrability.

1188 1. Notwithstanding Subsection A above, matters for which
1189 another appeal or grievance procedure has been established
1190 by law, such as employee disciplinary actions under City
1191 Charter Sections 803(n) and 803(o), disability retirements,
1192 workers' compensation issues, and written reprimands shall
1193 be governed by applicable provisions of law, and not by this
1194 grievance procedure.

1195 B. In the event a complaint has not been resolved by verbal
1196 discussion with the employee's supervisor designated for that
1197 purpose by the department head, the matter shall be resolved in
1198 the following manner:

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1. FIRST STEP

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- a. To be processed hereunder a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the agreement which has allegedly been violated, state the desired resolution, must be signed by the employee who is filing the grievance and the Association President or his/her designee, and must be presented to the department head or his/her designated representative within ten (10) regularly scheduled working days after the employee has knowledge of the occurrence of the event upon which it is based. However, no grievance shall be processed hereunder regarding an occurrence which happened more than twenty (20) regularly scheduled working days prior to the date the written grievance is presented to the department head or his/her designated representative. Within ten (10) regularly scheduled working days following appropriate presentation of the written grievance, the department head and/or his/her designated representative shall meet the grievant and the Association President or his/her designee to discuss the grievance. A written answer shall be given by the department head or his/her designated representative within ten (10) regularly scheduled working days after the date of the First Step meeting.

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2. SECOND STEP

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

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within five (5) regularly scheduled working days after the date of the Second Step meeting.

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3. THIRD STEP

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

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b. The Arbitration Board shall consist of one (1) representative selected by the City, and one (1) representative selected by the President. The City and Association Representatives Arbitration Board shall immediately request the California State Mediation and Conciliation Service to provide a list of seven (7) neutral arbitrators. The City and the Association shall alternately strike a name from the list (the winner of a coin toss to go second), and the last name remaining shall be designated as the neutral arbitrator on the Arbitration Board. The decision of a majority of the Board of Arbitrators shall be final and binding upon all parties.

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

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

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

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grievance at any step of the grievance procedure within the specified time limits, the grievance may be processed by the Association to the next step in the grievance procedure.

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

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

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

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G. In matters involving disputes over the applicability of the grievance procedure itself, such as might arise concerning identification of those instances cited in Section 31 A.(1), wherein the City withholds its participation in the grievance procedure, the Association may file for arbitration under the demand proceedings established by the American Arbitration Association rules then in effect, provided that the Association first exhausts in the prescribed manner all steps set forth in this grievance procedure.

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

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

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

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SECTION 31: ASSOCIATION BUSINESS

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A. A reasonable number of officers and committee members of the Association shall be granted leave from duty up to a maximum of three hundred (300) hours per year which shall be over and above that permitted by State law (Government Code Section 3505.3) for purposes of collective negotiations, to participate in the conduct of Association business; provided, however, that the leave balance shall not be carried over from calendar year to calendar year. In order to qualify for leave under this subsection, the events or reasons for requesting the leave must be directly related to the negotiation and administration of this collective bargaining agreement, the administration of Association business, education of officers and committee members of the association, or the annual PORAC conference. Specifically excluded from consideration for leave under this subsection are events which are political, social, or fund raising activities of the Association.

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B. In order for all Association business leave to be considered reasonable, the requests must have the signature of the Association President with a reason explaining the purpose of the leave. The requests shall be submitted to the Chief of Police or his/her designee. The request must be received in a reasonable period of time in advance of the requested date for the Police Department to consider, evaluate and decide whether to grant the requested leave, and to make arrangements to secure any needed replacement personnel. Requests shall conform to Police Department policies on staffing. The Association President is not subject to the staffing limitations. In same day exigencies, the Association President is not subject to the advance notice requirement.

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

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SECTION 32: POLICE OFFICERS' EMPLOYMENT RIGHTS

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A. Outside Employment

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1. Every employee shall devote his/her time, attention and effort to the service and welfare of the City while on-duty. Employees shall not engage in any off-duty business,

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1361 occupation or calling for compensation without first obtaining
1362 the approval of the Department Head.

1363 2. Off-duty employment will be approved subject to:

1364 a. An absence of interference with the full and efficient
1365 performance of duty at all times.

1366 b. The absence of a demonstrable conflict of interest
1367 between outside employment and City employment.

1368 c. Outside employment must be covered under the State
1369 Compensation Insurance Fund, or a comparable
1370 insurance policy covering industrial accidents and
1371 injuries, said coverage to be approved by the Director
1372 of Human Resources.

1373 d. Outside employment will not create any liability
1374 against the City.

1375 e. No outside employment involving use of Police
1376 Department badge, uniform insignia, or peace officer
1377 authority is permitted; personnel are strictly prohibited
1378 from engaging in outside employment in any capacity
1379 which requires the officer to assume police officer
1380 status; outside employment as a uniformed security
1381 guard is not allowed.

1382 **SECTION 33: EXISTING BENEFITS**

1383 A. All existing benefits presently enjoyed by employees within the unit
1384 represented by the Association shall remain in full force and effect
1385 during the life of this Agreement, except as they may be amended
1386 by this Agreement.

1387 **SECTION 34: VALIDITY OF AGREEMENT**

1388 A. In the event that any provision of this Agreement shall at any time
1389 ~~be~~ declared invalid by a decision of any court of competent
1390 jurisdiction, such decision shall not invalidate the entire Agreement,
1391 it being the express intention of the parties of this Agreement that
1392 all other provisions not so declared invalid shall remain in full force
1393 and effect.

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1395 **SECTION 35: OUT-OF-CLASSIFICATION ASSIGNMENT**

- 1396 A. When an employee is temporarily assigned by the Chief of Police
1397 or his/her designated representative to perform the duties of a
1398 higher classification covered by this Agreement, such employee
1399 shall receive that step in the salary range of the higher classification
1400 at least five percent (5%) higher than the current salary of the
1401 assigned employee, beginning with the first day of such
1402 assignment, for each shift such work is performed. The employee
1403 shall be paid based on hour-for-hour while assigned to a higher
1404 classification.
- 1405 B. The provisions of this Section shall not apply to those promoted to
1406 the classification of Corporal when acting in the capacity of
1407 Sergeant for periods of time less than three (3) continuous months.
- 1408 C. At the discretion of the Chief or his/her designee, temporarily
1409 vacant positions may be left unfilled.

1410 **SECTION 36: POLICE DEPARTMENT GYM**

- 1411 A. The City shall make aerobic and anaerobic conditioning equipment
1412 available for use by employees during off-duty hours in a location
1413 selected by the City. It is understood and agreed that the use of
1414 this equipment is a voluntary, off-duty recreational activity which is
1415 not required as a part of the employees' work-related duties.

1416 **SECTION 37: EMPLOYEE ASSISTANCE PROGRAM**

- 1417 A. The City will provide an Employee Assistance Program. Such a
1418 program will provide to each employee and eligible dependents a
1419 total of five (5) visits each per calendar year.

1420 **SECTION 38: PAYCHECK AVAILABILITY**

- 1421 A. Paychecks shall be kept in a secure place and shall be made
1422 available at 12:01 a.m. on Friday payday, providing no last-minute
1423 general payroll problems have occurred. The City shall not be
1424 responsible for the security of the payroll checks after they have
1425 been released.
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SECTION 39: POST TRAINING

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A. Officers shall have the option of attending POST reimbursable training of their choice every other year in addition to any POST certified in-service training subject to the following conditions:

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1. The course, or combination of courses, cannot exceed forty (40) hours in length. Any technical training that an officer has received during the two-year compliance requirement shall count towards this forty (40) hours.

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2. Selections will be by course title only. Actual dates and providers will be scheduled by the Training Section after consideration of Department staffing levels, availability of courses, and individual needs to meet compliance requirements.

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3. Courses requested by an officer must be related to the individual's current position or future position within the Vallejo Police Department subject to the following requirement. Necessary basic courses for the individual's current assignment, as identified by the Training Section, must be completed prior to consideration for other training.

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4. All officers shall submit a selection to the Training Section by June 1st for scheduling the following year. Selections will be processed for only those officers who must comply with POST regulations during that period.

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5. If a selection cannot be accommodated or an officer fails to submit a selection, the Training Section will schedule the officer for an appropriate course to maintain compliance with POST regulations.

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6. A list of applicable POST reimbursable courses shall be maintained in the Watch Commander's Office.

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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.

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SECTION 40: PREGNANT OFFICERS-MODIFIED DUTY

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

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1. The officer requests from the Chief that she be placed on modified/light duty;

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2. The officer's physician provides a letter or form stating that she should be placed on modified/light duty with any specific restrictions noted.

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3. Upon this notification, the Chief shall keep this information confidential.

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

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SECTION 41: INTERNAL AFFAIRS INTERVIEWS

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A. 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.

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B. Information to be Included During all Internal Affairs Interviews

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1. Identify interviewing internal affairs officers.

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

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

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

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- 1493 5. In the event the officer fails to cooperate during the course of
1494 the investigation, the officer will be subject to disciplinary
1495 action, the severity of which could be termination.

1496 **SECTION 42: COMMUNICATIONS OPERATORS**

1497 A. Communications Operators in the police dispatch position shall
1498 answer telephones only when all other operators are busy. Under
1499 no circumstances will a Communications Operator in the police
1500 dispatch position allow telephones to go unanswered when all other
1501 operators are busy and when the police dispatcher has the time to
1502 answer the call.

1503 B. Once it is determined the caller does not have an emergency, the
1504 Communications Operator shall place the caller on hold. The call
1505 will then be handled by the next available Communications
1506 Operator not assigned to the police dispatch position.

1507 **SECTION 43: SAFETY VESTS**

1508 A. All sworn uniform personnel represented by the bargaining unit,
1509 when in the field, will wear a Department issued bullet resistant
1510 vest. All sworn personnel are required to possess a bullet resistant
1511 vest which meets or exceeds the National Institute of Justice
1512 standard of threat level II, and the vest will have bullet resistant
1513 panels in the front and rear of the vest.

1514 B. Sworn personnel will be reimbursed the actual cost of the vest and
1515 a second cover not to exceed seven hundred dollars (\$700).

1516 C. Sworn personnel may, at their option, purchase and wear a vest of
1517 a different style or higher threat level than minimally required. Any
1518 additional expense for such a vest above the seven hundred dollars
1519 (\$700) referred to in Section B above, will be borne by the
1520 purchasing officer.

1521 D. If normal deterioration of the vest covering causes the vest to be
1522 unusable, the Department will bear the cost of repairing or
1523 replacing the covering.

1524 E. Bullet resistant vests will be considered Department property upon
1525 leaving employment with the Department and must be returned to
1526 the Department. If an officer wishes to purchase the vest, a
1527 prorated cost will be determined.

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

1496 **SECTION 42: COMMUNICATIONS OPERATORS**

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- A. Communications Operators in the police dispatch position shall answer telephones only when all other operators are busy. Under no circumstances will a Communications Operator in the police dispatch position allow telephones to go unanswered when all other operators are busy and when the police dispatcher has the time to answer the call.
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- B. Once it is determined the caller does not have an emergency, the Communications Operator shall place the caller on hold. The call will then be handled by the next available Communications Operator not assigned to the police dispatch position.

1507 **SECTION 43: SAFETY VESTS**

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- 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 II, and the vest will have bullet resistant panels in the front and rear of the vest.
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- B. Sworn personnel will be reimbursed the actual cost of the vest and a second cover not to exceed seven hundred dollars (\$700).
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- C. Sworn personnel may, at their option, purchase and wear a vest of a different style or higher threat level than minimally required. Any additional expense for such a vest above the seven hundred dollars (\$700) referred to in Section B above, will be borne by the purchasing officer.
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- D. 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.
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- E. Bullet resistant vests will be considered Department property upon leaving employment with the Department and must be returned to the Department. If an officer wishes to purchase the vest, a prorated cost will be determined.

1528 F. In the event the National Institute of Justice definition or standard
1529 for threat level II vest changes, the Department will recognize the
1530 new standard, and from that day forward newly hired officers and
1531 officers who have vests exceeding the serviceability life expectancy
1532 of the vest will be required to purchase vests meeting that new
1533 standard and will be reimbursed accordingly.

1534 G. All vests will be replaced or reimbursed for replacement when the
1535 serviceability of the respective vest reaches the serviceability life
1536 expectancy as determined by the National Institute of Justice
1537 standards.

1538 **SECTION 44: MODIFIED DUTY ASSIGNMENTS**

1539 A. When an employee who has suffered an on-duty injury or illness is
1540 medically cleared to return to less than full duty, the employee will
1541 be assigned to duties commensurate with the medical clearance, in
1542 either the shift he/she was assigned to at the time of the injury or
1543 illness during the first fourteen (14) calendar days of return to duty,
1544 or to a different shift schedule if the employee agrees. After
1545 fourteen (14) calendar days if the employee is not able to return to
1546 full duty, the employee may be assigned to a shift determined
1547 appropriate by the Chief of Police. In making the decision as to the
1548 shift assignment of the employee, the Chief of Police shall consider
1549 personal circumstances which may require that the employee be
1550 assigned to the same shift that the employee was assigned to at
1551 the time of the injury.

1552 B. Employees who have suffered an off-duty injury or illness, have
1553 been medically cleared to return to less than full duty, and have
1554 received a medical prognosis of full recovery, shall be assigned to
1555 duties commensurate with their medical clearance in a shift
1556 schedule which best meets the Department's needs as determined
1557 by the Chief of Police, or may continue to use sick leave during the
1558 term of his/her injury or illness based upon medical proof of the
1559 need to use such leave. The Department has the discretion to
1560 terminate such modified duty assignments after ninety (90)
1561 calendar days of the date on which the employee commenced
1562 modified duty service.

1563 C. Nothing herein shall be construed to mean that permanent modified
1564 duty assignments exist within the Police Department.
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1566 **SECTION 45: EVALUATIONS**

1567 A. Each reviewing supervisor who wishes to make a comment about
1568 the employee's performance shall note the comments on an
1569 addendum to the initial supervisor's evaluation of the employee.
1570 The addendum shall be signed by the person(s) making the
1571 additional comments.

1572 B. Nothing shall prohibit the Chief of Police, or his/her designee, from
1573 completing as many special evaluations as deemed necessary for
1574 any employee during the course of any given year.

1575 **SECTION 46: CITIZEN COMPLAINTS**

1576 A. When a logged citizen's complaint is resolved and does not result in
1577 an internal affairs investigation or criminal proceedings against the
1578 officer, he/she will be informed in writing of the results of the citizen
1579 complaint inquiry.

1580 B. Citizens' complaints that are not resolved informally shall be
1581 referred to the appropriate supervisor. If the unresolved complaint
1582 alleges misconduct which may result in disciplinary action or
1583 criminal proceedings against the officer, he/she shall be given
1584 notice and an opportunity to respond before the Department
1585 resolves the complaint.

1586 C. Citizens lodging complaints against officers shall be requested to
1587 place the complaint in writing.

1588 **SECTION 47: SUBSTANCE ABUSE/DRUG TESTING**

1589 A. It is intended that the Vallejo Police Department maintain a safe,
1590 healthful and productive work environment for all employees. To
1591 that end, there exists the prohibition of any chemical substance
1592 abuse, (e.g., alcohol, illegal drugs or prescription drugs) by sworn
1593 personnel which may have the potential to impair their ability to
1594 safely and effectively perform the functions of their assignments or
1595 which may increase the potential for accidents, excessive
1596 absenteeism, substandard performance, or poor employee morale
1597 which may endanger public safety. Police officers are held to a
1598 higher standard and the public's trust includes the expectation that
1599 the police officer be a leader in the war against drug and alcohol
1600 abuse.
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B. Generally

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

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

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3. On-duty officers shall not use any restricted chemical substance, unless prescribed by a physician for the treatment of an illness or injury. When the chemical substance is prescribed by a physician, the police officer shall not be under the influence to such an extent as to present a hazard to him/herself or others.

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

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C. Permanent and Probationary Employee Chemical Testing

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

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

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

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

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

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

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

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

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b. When an officer is involved in a vehicular accident resulting in serious injury, death or major damage to property.

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c. When an officer is involved in any action which causes death or great bodily harm to another.

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E. Testing Procedure

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1. When drug use may be involved, the department may order the officer to take a urine test or blood test.

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a. The urine drug test includes a first screen immunoassay (SYVA-EMIT) test confirmed by Gas Chromatography/Mass Spectrometry (GCMS).

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b. When an employee is requested to submit a urine sample for chemical analysis, the process shall be conducted in the presence of a person of the same sex as the employee submitting the sample. The

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supervisor will follow appropriate procedures to maintain the proper chain of custody for the sample.

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2. When alcohol may be involved, the Department may order the employee to take a blood, breath or urine test (conducted in the presence of the same sex as the employee submitting the sample). After completing the test selected by the Department, the employee may request that a second test of his/her choice be administered immediately by the Department at the Department's expense.

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SECTION 48: TERM OF AGREEMENT

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- A. This Agreement shall become effective on July 1, 2000. This Agreement shall remain in full force and effect through June 30, 2005, and from year-to-year thereafter, unless either party shall have given written notice to the other of its desire to amend or terminate the Agreement not less than six (6) months prior to June 30, 2005, or any subsequent anniversary date of the Agreement. The parties may at any time mutually consent to extend this Agreement for a specific period. Upon the giving of notices provided herein, the parties shall meet, collectively negotiate and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Should the parties fail to agree upon said requested amendments and changes, then the matter shall be determined in accordance with the City Charter. There shall be no strikes, lockouts or stoppages of work during the life of this Agreement. This Agreement supersedes the previous Agreement between the City and VPOA covering the period July 1, 1999 through June 30, 2003.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

FOR THE CITY OF VALLEJO:

FOR THE ASSOCIATION:

David R. Martinez
City Manager

Steve Gordon
President

Date

Date

Mary M. Hill
Interim Director of Human
Resources

Jim Mathews
Vice-President

Date

Date

Approved as to Form:

Deputy City Attorney

Attest:

Allison Villarante
City Clerk

APPENDIX A

Range Number	Classification Title		Entry				Maximum Step 5
			Step 1	Step 2	Step 3	Step 4	
P00	Police Officer	Hourly	29.9374	31.4342	33.0059	34.6562	36.3891
		Bi-weekly	2,394.99	2,514.73	2,640.47	2,772.50	2,911.13
		Monthly	\$5,189	\$5,449	\$5,721	\$6,007	\$6,307
		Annual	\$62,270	\$65,383	\$68,652	\$72,085	\$75,689
	Educational Incentive - 3% of base	Monthly	5,344.82	5,612.05	5,892.66	6,187.29	6,496.66
	Educational Incentive - 5% of base	Monthly	5,448.61	5,721.02	6,007.08	6,307.43	6,622.81
P10	Corporal					38,9363	
						3,114.91	
						\$6,749	
						\$80,988	
	Educational Incentive - 3% of base	Monthly				6,951.43	
	Educational Incentive - 5% of base	Monthly				7,086.41	
P32	Police Sergeant	Hourly	35.9032	37.6984	39.5834	41.5625	43.6406
		Bi-weekly	2,872.26	3,015.87	3,166.67	3,325.00	3,491.25
		Monthly	\$6,223	\$6,534	\$6,861	\$7,204	\$7,564
		Annual	\$74,679	\$78,413	\$82,333	\$86,450	\$90,772
	Educational Incentive - 3% of base	Monthly	6,409.93	6,730.42	7,066.96	7,420.29	7,791.30
	Educational Incentive - 5% of base	Monthly	6,534.39	6,861.11	7,204.18	7,564.37	7,942.59
P62	Police Lieutenant	Hourly	42.7517	44.8892	47.1337	49.4904	51.9649
		Bi-weekly	3,420.13	3,591.14	3,770.70	3,959.23	4,157.19
		Monthly	\$7,410	\$7,781	\$8,170	\$8,578	\$9,007
		Annual	\$88,923	\$93,370	\$98,038	\$102,940	\$108,087
	Educational Incentive - 3% of base	Monthly	7,632.60	8,014.23	8,414.94	8,835.68	9,277.47
	Educational Incentive - 5% of base	Monthly	7,780.80	8,169.84	8,578.33	9,007.25	9,457.61

SUPPLEMENTAL AGREEMENT
BETWEEN
THE CITY OF VALLEJO
AND
THE VALLEJO POLICE OFFICERS' ASSOCIATION

This Supplemental Agreement ("Agreement") executed January 28, 2009 is between and by the City of Vallejo ("City") and the Vallejo Police Officers' Association ("VPOA") for the purpose of modifying the Labor Agreement between the parties dated July 1, 2000 through June 30, 2005 and Supplemental Agreements dated March 25, 2003, July 15, 2003, June 15, 2004, and the Interim Agreements dated March 4, 2008, including any sideletters to these agreements (collectively the "Pre-existing Labor Agreement"). The new term of the agreement and supplementals shall be from July 1, 2000 through June 30, 2012. This document is intended to supersede any inconsistent provisions of the Pre-Existing Labor Agreement, and to supersede and modify, with respect to those represented by the VPOA, the City's unilaterally-adopted changes to compensation and benefits and Pre-existing Labor Agreement terms (together with any past, current, or future modifications to those changes, the "Pendency Plan") implemented during or in connection with its Chapter 9 bankruptcy case. For clarification and the avoidance of doubt, the provisions in Section V of the Pendency Plan providing for deferred payouts to retiring or separating employees with vacation and compensatory time and accrued vacation balances shall not apply to VPOA bargaining unit members who separate from employment after Adoption of this Agreement. All other terms and conditions in the Pre-existing Labor Agreement, including any supplemental agreements, whether or not listed above, and any side letters to the Pre-existing Labor Agreement or the supplemental agreements except the Pendency Plan shall remain in full force and effect unless modified by this Supplemental Agreement.

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

1. **Eliminate minimum staffing.** Delete Recitals Section C.3.a – c in VPOA Supplemental Agreement July 2004, as well as the entire March 4, 2008 Final resolution of Staffing Grievance. The parties agree that there are no other references to minimum staffing in the Pre-existing Labor Agreement.
2. **Remove Sergeants from Rule of 2 vacation scheduling.** Delete and Replace Section 7.E.Vacation Selection with the following:
 - E. Vacation Selection
 1. All employees shall annually select first and second vacation leave periods (including annual leave in lieu of holidays) during the months of November and December of each year on the basis of classification seniority and rank order within assignments.
 2. The Chief of Police shall, during November of each year, designate the maximum number of employees, outside of the Patrol Division, who may be

VPOA SUPPLEMENTAL AGREEMENT JANUARY 2009

on vacation at any one time for each organizational unit, or specialized activity for the following calendar year.

3. The selection of first and second 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.
4. One Patrol Division Sergeant or Lieutenant per watch shall be on regular assigned duty at all times.
5. One Lieutenant or Sergeant per squad can be off on vacation at one time. In cases where a sergeant's work hours overlap with more than one lieutenant, that sergeant will be grouped with the lieutenant with the most overlapping hours.
6. For the Patrol Division, two corporals or officers per squad shall be allowed off on vacation at anytime. Squad supervisors may deviate from this provision in allowing additional personnel off in accordance with procedures established by the Chief of Police.

Delete E 7 thru 10.

3. Salaries: Delete and Replace Section 8.A - M: SALARIES with the following:
 - A. Effective July 1, 2008, wages for members of the bargaining unit shall remain at the level established by the Pendency Plan (effective July 1, 2008) (as set forth in Appendix A – Salary Schedule).
 - B. Effective July 1, 2009, wages for members of the bargaining unit shall remain the same as of July 1, 2008(as set forth in Appendix A – Salary Schedule).
 - C. Effective July 1, 2010, wages for members of the bargaining unit shall be modified by the amount necessary to bring the salary for the Vallejo Police Officer classification to the average salary of employees in the classification of Police Officer in the seven (7) cities listed in subsection E.2 below. The same percentage increase will be applied to all members of the bargaining unit. In no event will the survey result in a reduction in salaries for VPOA bargaining unit members.
 - D. Effective July 1, 2011, wages for members of the bargaining unit shall be modified by the amount necessary to bring Vallejo Police Officers to the average of salary of Police Officers in the seven (7) cities listed in subsection E.2 below. The same percentage increase will be applied to all members of the bargaining unit. In no event will the survey result in a reduction in salaries for VPOA bargaining unit members.

VPOA SUPPLEMENTAL AGREEMENT JANUARY 2009

E. Survey Methodology

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
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 1, 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.

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

G. All bargaining unit employees shall have the option to enroll in the deferred compensation plan which is available through the City.

H. Longevity Pay

1. The City shall compensate bargaining unit members 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 per cent (5%) above their base salary.

VPOA SUPPLEMENTAL AGREEMENT JANUARY 2009

2. The City shall compensate bargaining unit members 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 per cent (10%) above their base salary.

At no time shall such benefit be more than ten per cent (10%). Longevity pay shall be included in the calculation of vacation and sick leave pay for eligible bargaining unit members.

4. **Cap on Annual Leave Accruals.** Delete and Replace Section 19.C: ANNUAL LEAVE

C. The annual leave accruals will be capped at the following levels:

1. Employees hired before February 1, 2009, are eligible to accumulate annual leave up to the amount which can be accumulated in four (4) years.
2. Employees hired on or after February 1, 2009, are eligible to accumulate annual leave up to the amount which can be accumulated in three (3) years.

5. **Sick Leave Cashout.** Delete and Replace Section 20.A: SICK LEAVE

A. Sick Leave Accrual

1. 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 fifteen (15) additional hours sick leave for each additional full month of employment up to a maximum of one hundred-eighty (180) hours in each consecutive twelve month period. Employees hired on or after February 1, 2009 cannot participate in the Sick Leave Buy-Back provision described in C, below. All accumulated sick leave shall apply towards retirement service credit pursuant to subsection E, below.
2. Employees hired before February 1, 2009 shall be credited with ten (10) hours sick leave for each additional full month of employment to a maximum of one hundred-twenty (120) hours in each consecutive twelve (12) month period, unless they make an election pursuant to subsection (a) below.

VPOA SUPPLEMENTAL AGREEMENT JANUARY 2009

- a. An employee hired before February 1, 2009 may choose from the following two (2) options.
 - i. Maintain existing sick leave accrual/cash out policy as it existed prior to this supplemental agreement (i.e., 10 hours accrual per month with option to cash out per C below); or
 - ii. Freeze his/her existing bank subject to the cash out policy existing prior to this supplemental agreement and increase sick leave accrual from ten (10) hours to fifteen (15) hours sick leave for each additional full month of employment.
 - a. Upon selection of this option any sick leave used will be deducted from the new accrual bank. If there are not sufficient hours in the new bank the frozen bank will have the hours deducted from it.
 - b. If an employee chooses to increase sick leave credit from ten (10) hours to fifteen (15) hours, the employee cannot utilize any hours earned after exercising this option to participate in the Sick Leave Buy-Back provision in C, below. Any hours earned prior to exercising the option remain eligible for the Sick Leave Buy-Back. All non-cashed out sick leave hours (whether accumulated before or after exercising the option) may be applied towards retirement service credit pursuant to subsection E, below. **[Note: Subsection E is part of the Pre-existing Labor Agreement and is not reproduced herein.]**
- b. An employee hired before February 1, 2009 may elect to freeze his or her existing sick leave bank and increase his or her sick leave accrual pursuant to Section a, above during the period between February 1 and February 14, inclusive, each year ("election period"). The election shall be made on a form provided by the Department of Human Resources and shall be submitted to the Department of Human Resources during the Department's regular business hours during the election period. The election will become effective the first full pay period after March 1 of that year. An election made pursuant to this section shall be non-revocable and all future sick leave hours earned will be subject to the restrictions in subsection a.ii, above.

VPOA SUPPLEMENTAL AGREEMENT JANUARY 2009

B. 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 or 18 sick days per year.

6. **Cap City Contribution to Employee and Retiree Medical at the Kaiser Bay Area / Sacramento Area Rate. Effective January 1, 2010.**

Delete and replace sections 22 A 1 thru 22 A 2

A. Health Insurance

1. The City shall provide to all eligible employees, retiree-annuitants, and dependents, the PERS Health Benefits Program subject to the following restrictions.
2. Effective January 1, 2010 and there after, the City's direct PEMHCA contribution of medical premiums for employees and eligible dependents shall be the full premium cost of the chosen medical plan offered through PERS Health Plan Services Division, not to exceed the Kaiser Bay Area / Sacramento Area rate for each level of participation – single, single plus one dependent, single plus two or more dependents. For example, if the Kaiser family rate is \$1000/month and an employee with family coverage chooses a plan costing \$1500/month, the City will pay \$1,000 (the Kaiser premium) and the employee will pay \$500 (the difference between the selected plan and the Kaiser premium) each month.
3. For employees hired on or before February 1, 2009, the City will contribute the same amount towards eligible retiree-annuitants' PEMHCA medical premiums as it contributes towards the PEMHCA medical premiums for current VPOA bargaining unit employees. For example, if the City's direct PEMHCA contribution is capped at the Kaiser Bay Area / Sacramento Area rate for each level of participation, the City will pay up to that same amount for eligible retirees at each level of participation.
4. With respect to retiree-annuitants hired on or after February 1, 2009, any benefit in excess of the PEMHCA statutory minimum will require ten (10) years of City of Vallejo service. Any employee hired before such date shall not be subject to the vesting requirement. This vesting requirement shall not apply to any employee who is granted a disability retirement. The benefit once

VPOA SUPPLEMENTAL AGREEMENT JANUARY 2009

vested will be the same as for retiree-annuitants hired before February 1, 2009 (i.e., the same as the amount of the City's PEMHCA contribution for current VPOA bargaining unit employees).

7. **Pre-Retirement Optional Settlement 2W Death Benefit (GC 21548).** Add Section 27.G: RETIREMENT PLAN

G. Pre-Retirement Death Benefit

Effective as soon as practical the City shall amend its contract with PERS to include the Pre-Retirement Optional Settlement 2-W Death Benefit set forth in Government Code Section 21548, for bargaining unit employees.

8. **Term.** Delete and Replace Section 48.A: TERM OF AGREEMENT

A. This Supplemental Agreement shall become effective at 12:01 a.m. February 1, 2009. This Agreement shall remain in full force and effect through June 30, 2012, and from year-to-year thereafter, unless either part shall have given written notice to the other of its desire to amend or terminate the Agreement not less than six (6) months prior to June 30, 2012, or any subsequent anniversary date of the Agreement. The parties may at any time mutually consent to extend this agreement for a specific period. Upon giving the notices provided herein, the parties shall meet, collectively negotiate and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Should the parties fail to agree upon said requested amendments and changes, then the matter shall be determined in accordance with the City Charter. There shall be no strikes, lockouts or stoppages of work during the life of this Agreement.

9. **Use of Retired Annuitants.** Add Section 49: ANNUITANTS

The City may hire retiree-annuitants who have retired as police officers (including all ranks in the Police Department) from the City of Vallejo to perform work currently performed by bargaining unit members for a term not to exceeding six (6) months. Retiree-annuitants may be used only to fill an existing vacancy until a regular officer can be hired (or for other assignments by mutual agreement of the parties). The Annuitant shall not work in any type of supervisory capacity, or specialized assignment. The Annuitant can only be assigned to a Patrol Squad after that assignment has been offered to all current members of the bargaining unit. These retiree-annuitants are not members of the bargaining unit represented by VPOA and are not eligible for or subject to the terms and conditions contained herein, or other benefits offered by the VPOA. Annuitants will not be paid more than the top step police officer salary.

VPOA SUPPLEMENTAL AGREEMENT JANUARY 2009

10. **Payment in Lieu of Bankruptcy Claim; Agreement on Allowance, Voting and Satisfaction of Bankruptcy Claims.** Add Section 50: PAYMENT IN LIEU OF BANKRUPTCY CLAIM AND MEANS OF SATISFYING CLAIMS UNDER CHAPTER 9 BANKRUPTCY
- A. The City shall pay to the VPOA for the benefit of its members \$333,333 on July 1, 2012; \$333,333 on July 1, 2013; and \$333,334 on July 1, 2014 (the "Required Payments") whether or not the City's Chapter 9 bankruptcy is dismissed or results in a confirmed plan of arrangement, all in compensation for the modification of VPOA salaries hereunder and under the Pendency Plan prior to the adoption of this Agreement.
 - B. VPOA contends that its members would have claims in the City's bankruptcy case on account of the City's imposition of the Pendency Plan, or the changes under this Agreement from the Pre-existing Labor Agreement (collectively, "Contract Modification Claims"). While the City agrees that VPOA members would have certain Contract Modification Claims, the parties agree that it is unnecessary to attempt to quantify them in light of this Agreement. In the event the Contract Modification Claims must be calculated and allowed, such determination shall be made by the Bankruptcy Court.
 - C. Subject to Paragraph D below, the Contract Modification Claims shall be satisfied in full by payment of the Required Payments regardless of whether a plan of arrangement calls for different or additional payment of the claims or otherwise similar claims, and that the City may satisfy its obligation to pay the Contract Modification Claims by paying the Required Payments in compliance with Section A above.
 - D. Notwithstanding Paragraph C, in the event that the City files a second bankruptcy case prior to June 30, 2012, or further modifies this Agreement during its current bankruptcy case or imposes any changes to this Agreement or to terms and conditions of employment for members of the VPOA bargaining unit under its plan of arrangement, then any and all claims of the VPOA and all bargaining unit members arising during fiscal years 2008/09 and 2009/10 shall be calculated based on the terms of the 2000-2010 POA MOU as constituted by the Pre-existing Labor Agreement.

VPOA SUPPLEMENTAL AGREEMENT JANUARY 2009

- E. By way of clarification and to avoid doubt, the Contract Modification Claims that are to be satisfied as provided in sections A, B, and C above do not include (1) any claims arising from future modifications of the Pendency Plan after signing this Agreement but prior to the effective date of this Agreement after ratification by the members of the VPOA and adoption by the City Council; (2) claims of particular injury to any member represented by the VPOA (including, without limitation, workers' compensation claims for injury or wrongful termination) not caused by the modification of the Pre-existing Labor Agreement by the Pendency Plan or this Agreement. Any such excluded claims are retained by the affected members and are not satisfied by the Required Payments.
- F. In connection with any extension or renegotiation of this Agreement for 2012-13, 2013-14, and 2014-15, the Required Payment amounts paid in those respective years (unless then modified or waived under such a subsequent agreement) shall be considered part of the total value of the salary and benefits package in those fiscal years during which the payments are made, by the parties and by the mediator or arbitrator when future contract terms are determined by bargaining or after impasse.
- G. The City warrants that in its bankruptcy case it will not seek to unilaterally impose any further changes in terms or conditions of employment within the scope of bargaining on the VPOA or its bargaining unit members. In the event that the City makes such unilateral changes in terms or conditions of employment within the scope of bargaining, any claims associated with those changes will be treated and allowed as administrative claims in the bankruptcy case and in any plan of adjustment proposed by the City, and the City agrees in advance that the automatic stay does not apply to prevent the VPOA or the members of its bargaining unit to bring a resulting grievance and have that grievance determined in accordance with this Agreement.
- H. This agreement shall not be affected by the length of the City's pending bankruptcy case or by any negotiations or agreements between the City and its other creditors, including other employee organizations and their members. Nor shall this agreement be affected by any plan of adjustment proposed by the City, no matter what the treatment of other creditors in such plan.
- I. The City agrees that VPOA has standing to object to any plan of adjustment to the extent such plan of adjustment is inconsistent with any provision of this Agreement. The City further agrees to promptly communicate with VPOA with respect to its negotiations with other creditors concerning any plan of adjustment; provided, however, that such agreement does not supersede confidentiality provisions reasonably imposed by the City or the other parties to such negotiations.

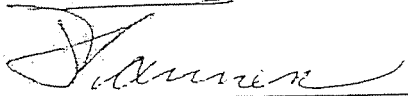
VPOA SUPPLEMENTAL AGREEMENT JANUARY 2009

- J. In the event that this Agreement has been approved by the City Council and ratified by VPOA prior to the hearing on the City's motion for approval of the rejection of the VPOA collective bargaining agreement, the City will withdraw such motion. Upon approval of this agreement by the City Council and ratification by VPOA, VPOA will withdraw as a party from its pending appeal from the order for relief.
11. **Ratification Date.** This Agreement shall be binding upon its approval by the City Council and ratification by the VPOA members (the "Ratification Date").
12. **Attorneys Fees.** From and after the Ratification Date, the City shall reimburse VPOA for all of VPOA's post-Ratification Date reasonable attorney fees and costs actually incurred in the current bankruptcy case on account of or in connection with (a) protecting and defending this Agreement and the benefits it provides against any challenges (other than any challenge by the IBEW or IAFF or those unions' current or former members); and (b) protecting the reasonable interests and the interests of its members to receive all the compensation and benefits to which they are entitled under this Agreement. The foregoing includes without limitation, reasonable fees and costs incurred in connection with (i) the City's breach of this Agreement; and (ii) the objection to any plan of adjustment on the ground that such plan is inconsistent with this agreement; *provided, however,* that with respect to subpart (i) only, should the bankruptcy court determine that the City has not breached this Agreement, then the City is under no obligation to pay such attorney fees and costs; and *provided further* that with respect to subpart (ii) only, the City is under no obligation to pay for such attorney fees and costs should the bankruptcy court determine that the plan is consistent with this agreement. For clarification and the avoidance of doubt, because after the Ratification Date the VPOA will be withdrawing as an appellant in the existing appeal and the City will withdraw its motion to reject the Pre-existing Labor Agreement, the City shall not pay the VPOA's attorneys' fees in connection with (A) pursuing the appeal, or (B) opposing the motion to reject the Pre-existing Labor Agreement after the City withdraws that motion.
13. **Development of Final Agreement.** The parties further agree that the MOU and supplemental agreements need to be combined into a single comprehensive agreement and that that agreement will need to be updated and consolidated into a single document. By September 1, 2009 the parties will attempt to develop a single document covering the time period from July 1, 2008 through June 30, 2012.

VPOA SUPPLEMENTAL AGREEMENT JANUARY 2009

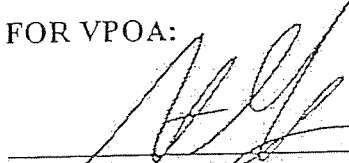
IN WITNESS WHEREOF, the parties hereto acting by, and through their duly authorized representatives, have executed this Supplemental Agreement this 28 day of January, 2009.

FOR THE CITY OF VALLEJO:

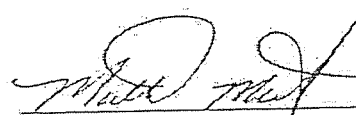


JOSEPH TANNER
City Manager

FOR VPOA:

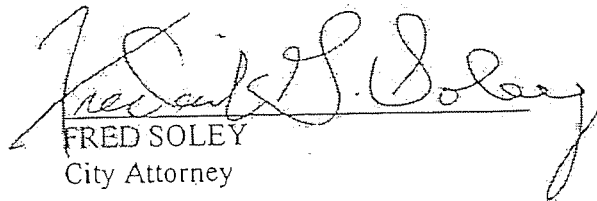


STEVE GORDON
President - VPOA



MATHEW MUSTARD
Vice-President - VPOA

APPROVED AS TO FORM:



FRED SOLEY
City Attorney

ATTEST



MARY ELLSWORTH
City Clerk

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

The Supplemental Agreement (Agreement) dated March 4, 2008 between the City of Vallejo (City) and the Vallejo Police Officers' Association (VPOA) is for the purpose of modifying the prior Agreement between the parties dated June 15, 2004, and resolving the staffing grievance.

1. FINAL RESOLUTION OF STAFFING GRIEVANCE

The City agrees to amend the supplemental agreement of June 15, 2004, Section C Subsection (3) as follows:

- A. City agrees to maintain a workforce of 145 sworn officers (includes sworn officers in supervisory or management positions up to and including police chief).
- B. Of the 145 positions, no more than five may be grant funded.
- C. For the period of January 18, 2008 to May 30, 2010, VPOA shall suspend the 145 sworn officer requirement.
- D. The City shall fill vacancies as they occur.

This Supplemental Agreement shall become effective and shall remain in full force and effect through June 30, 2010. The Agreement shall also remain in effect from year-to-year thereafter, unless either party gives written notice to the other of its desire to amend or terminate the Agreement not less than six (6) months prior to June 30, 2010, or any subsequent anniversary date of the Agreement. The parties may, at any time, mutually consent to extend this agreement for a specific period. Upon giving the notices provided herein, the parties shall meet, collectively negotiate and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Should the parties fail to agree upon said requested amendments and changes, then the matter shall be determined in accordance with the City Charter. There shall be no strikes, lockouts or stoppages of work during the life of this Agreement. This Agreement is supplemental to the current Agreement between the City and the VPOA and shall be incorporated into said Agreement covering the period of July 1, 2000 through June 30, 2010.

2. EFFECT OF RESOLUTION OF STAFFING GRIEVANCE


The VPOA agrees and understands that the resolution of the grievance herein shall have the same force and effect as all other provisions of the contract between the City and VPOA; nothing more, nothing less.

The remaining sections of the Labor Agreement shall remain unchanged.

SIGNATURES APPEAR BELOW

IN WITNESS WHEREOF, the parties hereto acting by, and through their duly authorized representatives, have executed this Supplemental Agreement this 3rd day of March 2008

FOR THE CITY OF VALLEJO:

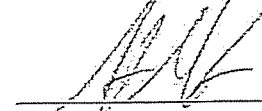


Joseph M. Tanner Date
City Manager 6/6/08

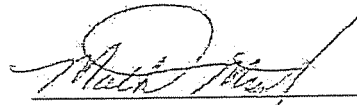
/s/ Dennis Morris 06/06/08

Dennis Morris Date
Director of Human Resources

FOR THE UNION:

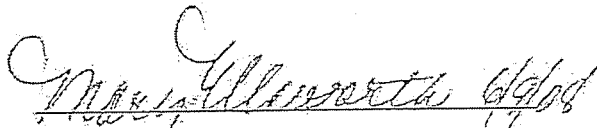


Steve Gordon Date
President, VPOA 8/24/08



Matt Mustard Date
Vice President, VPOA 4/24/08

ATTEST



Mary Ellsworth Date
City Clerk

**SUPPLEMENTAL LABOR AGREEMENT
BETWEEN
THE CITY OF VALLEJO
AND
THE VALLEJO POLICE OFFICERS ASSOCIATION**

This Supplemental Labor Agreement dated March 4, 2008 is between the City of Vallejo ("City") and the Vallejo Police Officers Association ("VPOA"), for the purpose of modifying the Labor Agreement between the parties dated July 1, 2000 through June 30, 2010, and Supplemental Agreements dated July 2002, March 2003, July 2003 and July 2004. The new terms of the Agreement and Supplemental Agreements shall be from July 1, 2000 through June 30, 2010, except as may be modified and/or amended by this March 4, 2008 Supplemental Labor Agreement.

Accordingly, the City and VPOA agree to the following amended Labor Agreement language:

1. EFFECT OF AGREEMENT

This Supplemental Labor Agreement shall become effective at 0800 March 4, 2008.

The term of the Agreement shall be extended by one year to June 30, 2011. City and VPOA agree to continue off the record discussions between March 4, 2008 and April 22, 2008. If there is no new signed and mutually ratified Labor Agreement between the parties by April 22, 2008, then the one-year extension provided for herein shall be null and void. However, such date may be extended pursuant to a written agreement entered into by the City and VPOA.

2. ACCRUED COMPENSATORY TIME AND ACCRUED SICK, HOLIDAY AND VACATION LEAVE PAYOUTS

The City and VPOA recognize that certain retirees have accrued compensatory time, sick, holiday and vacation leave and are due payment at this time. The VPOA shall provide the City with original letters from the employees affected authorizing the VPOA to be their representative on this issue no later than March 7, 2008.

VPOA agrees that each individual retiree will sign the acknowledgment attached to this agreement as Attachment "A" no later than March 7, 2008, accept fifty percent (50%) payment of their compensatory time, sick, holiday and vacation leave to be paid no later than March 21, 2008. This

fifty percent payment will comprise one hundred percent (100%) of accrued compensatory time owed to the retiree, and the remaining balance shall comprise accrued sick, holiday and vacation leave. The parties agree that the accrued leave will be paid out in the following order: accrued compensatory time, then accrued vacation leave, then accrued holiday leave, and then accrued sick leave. The cumulative amount of the 50% savings to the City from IAFF and VPOA retirees shall be in an amount no less than \$1.45 million. In the event the savings amount to the City shall be less than \$1.45 million this agreement shall terminate on March 7, 2008.

The VPOA and retirees further agree that the remaining fifty percent (50%) of accrued sick, holiday and vacation leave owed to retirees shall be deferred for payment on or before December 31, 2008. The City agrees that the retirees are not voluntarily relinquishing any of their rights to the remaining 50% of sick, holiday and vacation leave that is owed to them. However, VPOA and the retirees acknowledge that the City does not guarantee payment of this remaining 50% in the event the City files a chapter 9 bankruptcy case on or before December 31, 2008. VPOA and the retirees further understand and acknowledge that if the City does enter into chapter 9 bankruptcy, then the City may contend that the accrued unpaid sick, holiday and vacation leave becomes an unsecured claim in such bankruptcy case.

The attached agreement (Attachment "A") to be signed by the retirees regarding payment of accrued compensatory time and accrued sick, vacation and holiday leave shall be notarized. The City shall provide notary services to the retirees.

VPOA and the City agree that this policy on paying accrued compensatory time and sick, holiday and vacation leave shall apply to all VPOA employees who retire between February 10, 2008 and June 30, 2008. VPOA and the City agree that all VPOA employees who retire between February 10, 2008 and June 30, 2008 must sign Attachment "A" and cause it to be notarized.

The City shall immediately amend its agreement with PARS to facilitate the above.

3. SALARY REDUCTIONS

The City and VPOA hereby agree to abandon and waive any remaining balance due to the employees under the salary formula for the 2007-2008 fiscal year over the eight and one half percent (8.5%) that has already been paid to employees.

From March 1, 2008 through June 30, 2008 the City and VPOA agree to decrease the July 1, 2007 salary increase to employees from eight and one half percent (8.5%) to two percent (2%) by rolling back salaries six and one half percent (6.5%). Salary rollbacks will be implemented effective March 1, 2008 and reinstated June 30, 2008.

4. MEDIATION

The City and VPOA hereby agree to retain the services of a certified mediator to assist the parties in continuing off the records discussions between March 1, 2008 and April 22, 2008, to discuss expenditure reductions, revenue enhancements and labor agreement modifications in an attempt to develop a Budget Plan that ensures funding for a range of City services (e.g. including, but not limited to, fire services, police services, street repair) and provides for a General Fund reserve at the end of each fiscal year through June 30, 2012. The parties agree to select a mutually agreed upon mediator no later than March 7, 2008.

The City and VPOA agree that the cost of mediation will be equally split as follows: the City will pay fifty percent (50%) of the mediator's fees and costs, and VPOA and IAFF will pay fifty percent (50%) of the mediator's fees and costs.

The City and VPOA agree that the principal parties involved in mediation will be the City, VPOA and IAFF. However, the City and VPOA agree to include representatives from CAMP and IBEW to facilitate the off the record discussions as the mediator deems appropriate.

The first meeting with the mediator, the City and VPOA shall take place as soon as possible.

5. OTHER TERMS AND CONDITIONS

All other terms and conditions in the existing Labor Agreement and approved Supplemental Labor Agreements shall remain in full force and effect unless modified by this Supplemental Agreement.

ATTACHMENT "A"

I, _____, by signing this Attachment, as an individual due to my retiree status, hereby acknowledge and agree that I will accept fifty percent (50%) payment of accrued leave owed to me at the time of my retirement instead of one hundred percent (100%) payment of the accrued compensatory time and accrued sick, holiday and vacation leave, to be paid to me no later than March 21, 2008.

I further understand and acknowledge that this fifty percent (50%) payment constitutes one hundred percent (100%) of the accrued compensatory time owed to me and the remaining balance constitutes accrued vacation, holiday and sick leave. I further understand and acknowledge that my accrued leave will be paid out in the following order: accrued compensatory time, then accrued vacation leave, then accrued holiday leave, and then accrued sick leave.

I further understand and acknowledge that the remaining fifty percent (50%) of accrued sick, holiday and vacation leave shall be deferred for payment on or before December 31, 2008. I understand that the City acknowledges that I am not voluntarily relinquishing any of my rights to the remaining fifty percent (50%) of sick, holiday and vacation leave owed to me. However, I acknowledge and understand that the City does not guarantee payment of this remaining 50% in the event the City files a chapter 9 bankruptcy case on or before December 31, 2008. I further understand and acknowledge that if the City does enter into chapter 9 bankruptcy, then the City may contend that my accrued unpaid sick, holiday and vacation leave becomes an unsecured claim in such bankruptcy case.

I further understand and acknowledge that I will cause this Attachment to be notarized prior to submitting it in executed form to the City.

Date _____

NAME OF RETIREE

IN WITNESS WHEREOF, the parties hereto acting by, and through their duly authorized representatives, have executed this Supplemental Labor Agreement this 3rd day of March 2008.

FOR THE CITY OF VALLEJO:

[Signature] 6/6/08
Joseph M. Tanner Date
City Manager

/s/ Dennis Morris 06/06/08
Dennis Morris Date
Director of Human Resources

[Signature] 6/6/08
Fred Soley Date
City Attorney

ATTEST:

Mary Ellsworth Date
City Clerk

[Signature] 6/9/08
1:TFinal VPOA Economics 030408.DOC

FOR THE UNION:

[Signature] 060508
Steve Gordon Date
President, VPOA

[Signature] 053008
Tom Liddicoet Date
Negotiating Committee,
VPOA

[Signature] 4/24/08
Matt Mustard Date
Negotiating Committee,
VPOA

[Signature] 4/24/08
Brent Pucci Date
Negotiating Committee,
VPOA

[Signature] 6/5/08
Mark Nicol Date
Negotiating Committee, VPOA

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

This Supplemental Agreement hereinafter referred to as the Agreement, is between the City of Vallejo, hereinafter referred to as the City, and the Vallejo Police Officers' Association, hereinafter referred to as VPOA, for the purpose of modifying the Agreement between the parties dated July 1, 2000 through June 30, 2005.

RECITALS

- A. The original labor contract covering the period July 1, 2000 through June 30, 2005 provides for salary increases effective on July 1 of each year of the contract.
- B. The original labor contract contains a formula by which the salary increases are calculated with additional provisions for the calculation of retroactivity.
- C. Effective July 1, 2002, the members of VPOA were scheduled for a wage increase of 9.38%.
- D. Effective July 1, 2002, the members of VPOA received 6.38% of the scheduled 9.38% increase.
- E. The members of VPOA have agreed to forgo the additional 3% salary increase and postpone the 3% increase until July 1, 2003.
- F. The postponed 3% salary increase shall not be retroactive and employees who retire during the period of July 1, 2002 through June 30, 2003, shall receive the 3% increase on their final retirement payout for unused leave balances.

Accordingly, The City and VPOA agree to the following:

1. Delete and replace SECTION 8: SALARIES with the following:

- A. Any modification to Section 12 of the Labor Agreement between the City of Vallejo and the Vallejo Firefighters, Local 1186 dated July 1, 2000 through June 30, 2007 shall not be binding upon the VPOA and shall be subject to collective negotiations in the manner prescribed in the City Charter.
- B. Wages for members of the bargaining unit shall be increased by six and one half percent (6.5%) for the period July 1, 2000 through June 30, 2001. Wages for that period shall be as specified in Appendix A.
- C. Wages for members of the bargaining unit shall be increased for the period July 1, 2001 through June 30, 2002 by the same percentage provided by contract to members of the

VPOA SUPPLEMENTAL AGREEMENT MARCH 2003

Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186.

- D. Wages for members of the bargaining unit shall be increased for the period July 1, 2002 through June 30, 2003 by the same percentage provided by contract to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186. The salary formula for the International Association of Firefighters, Local 1186 for July 1, 2002, is equivalent to a 9.38% salary increase. Additionally, 6.38% of the 9.38% salary increase shall be payable on July 1, 2002. The parties have agreed to forego the retroactive payment of the additional 3% and to have this increase applied to the salaries on July 1, 2003. This shall be done prior to any other salary formula calculations as called for in the current agreement effective for July 1, 2003. Employees who retire during the period of July 1, 2002 through June 30, 2003, shall receive the 3% increase on their final retirement payout for unused leave balances.
- E. Wages for members of the bargaining unit shall be increased for the period of July 1, 2003 through June 30, 2004 by the same percentage provided by contract to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186. The salary formula for the International Association of Firefighters, Local 1186 provides for an increase in the base salaries by the additional 3%, which was postponed July 1, 2002. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186.
- F. Wages for members of the bargaining unit shall be increased for the period of July 1, 2004 through June 30, 2005 by the same percentage provided by contract to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186.
- G. Wages for members of the bargaining unit shall be increased for the period of July 1, 2005 through June 30, 2006 by the same percentage provided by contract to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186.
- H. Wages for members of the bargaining unit shall be increased for the period of July 1, 2006 through June 30, 2007 by the same percentage provided by contract to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186.
- I. The Corporal classification shall receive salary at seven percent (7%) above the top step Police Officer classification. It is further understood and agreed that while first-line supervision for sworn officers is provided by Police Sergeants, Police Corporals may be assigned to directly supervise and evaluate small work groups composed of non sworn staff members. Nothing in this agreement is intended to diminish the role of Police Sergeants in the Police Department's organizational structure.
- J. All employees covered by this Agreement shall have the option to enroll in the deferred compensation plan, which is available to the City.

VPOA SUPPLEMENTAL AGREEMENT MARCH 2003

2. Delete and replace SECTION 16: UNIFORM ALLOWANCE with the following:

- A. Effective July 1, 2000, 2001, 2002, and 2003 the uniform allowance shall be \$800.00 for all employees.
- B. Effective July 1, 2003 the uniform allowance of \$800 for each employee shall increase by an amount, rounded to the nearest dollar, equal to the percentage increase applied to base salaries for the year.
- C. Effective July 1, 2004 the uniform allowance for each employee shall increase by an amount, rounded to the nearest dollar, equal to the percentage increase applied to base salaries for the year.
- D. Effective July 1, 2005 the uniform allowance for each employee shall increase by an amount, rounded to the nearest dollar, equal to the percentage increase applied to base salaries for the year, plus an additional \$100.00.
- E. Effective July 1, 2006 the uniform allowance for each employee shall increase by an amount, rounded to the nearest dollar, equal to the percentage increase applied to base salaries for the year, plus an additional \$100.00.
- F. This amount shall be paid on the first regular payday in December of each year. It is understood and agreed that said uniform allowance is a reimbursement for costs incurred by employees during the entire calendar year in which payment is made. It shall be the responsibility of the employee to see that uniforms are kept clean and in good repair.
 1. Any employee dismissed from City service shall not be eligible for a uniform allowance for the fiscal year in which dismissal occurs.
 2. Persons employed for less than the full calendar year shall be eligible for a pro-rata uniform allowance, which shall be 1/12 of the full amount of annual allowance for each full month of service.

3. Add to SECTION 30 A: GRIEVANCE PROCEDURE the following:

2. Appeal of Disciplinary Actions shall be subject to Section J of this Grievance Procedure.

4. Add to SECTION 30: GRIEVANCE PROCEDURE the following:

J. Appeal of Disciplinary Actions

1. Arbitration of Disciplinary Actions

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

2. Notice to Appeal

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

3. Selection of Arbitrator

- a. Within ten (10) calendar days after notice of appeal electing arbitration, the City shall request a list of seven (7) arbitrators from the State of California, Department of Industrial Relations, Mediation and Conciliation Service. Within ten (10) days of receipt of such list, the employee or the employee's representative shall meet with the Human Resources Director or his/her representative to select an arbitrator from the list provided. The City and the employee, (or his/her representative), shall alternatively strike a name from the list (the winner of a coin toss to go second) and the last name remaining on the list shall be designated as the arbitrator.

4. Hearings

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

5. Jurisdiction of the Arbitrator

- a. The arbitrator's jurisdiction shall be limited to determining if the disciplinary action taken is for "just cause". The arbitration may reverse, modify, or uphold the disciplinary action. The decision of the arbitrator shall be final and binding.

6. Fees and Expenses

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

5. Delete and replace SECTION 48 A: TERM OF AGREEMENT with the following:

- A. This Supplemental Agreement shall become effective at 12:01 a.m. July 1, 2003. This Agreement shall remain in full force and effect through June 30, 2007 and from year-to-year thereafter, unless either party shall have given written notice to the other of its desire to amend or terminate the Agreement not less than six (6) months prior to June 30, 2007, or any subsequent anniversary date of the Agreement. The parties may at any time mutually consent to extend this Agreement for a specific period. Upon giving

VPOA SUPPLEMENTAL AGREEMENT MARCH 2003

the notices provided herein, the parties shall meet, collectively negotiate and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Should the parties fail to agree upon said requested amendments and changes, then the matter shall be determined in accordance with the City Charter. There shall be no strikes, lockouts or stoppages of work during the life of this Agreement. This Agreement is supplemental to the current Agreement between the City and the VPOA covering the period of July 1, 2000 through June 30, 2005.

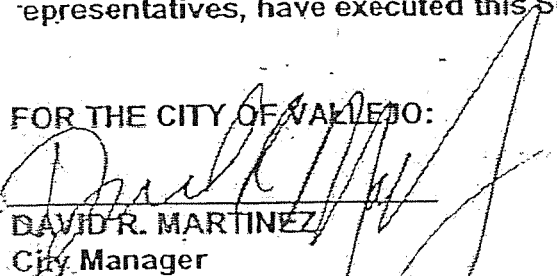
The remaining sections of the labor agreement shall remain unchanged.

SIGNATURES APPEAR ON NEXT PAGE

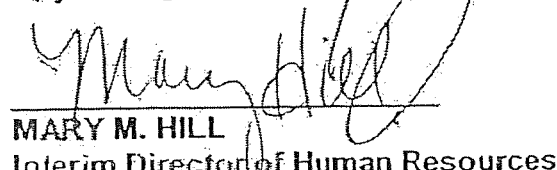
VPOA SUPPLEMENTAL AGREEMENT MARCH 2003

IN WITNESS WHEREOF, the parties hereto acting by, and through their duly authorized representatives, have executed this Supplemental Agreement this 25 day of March, 2003.

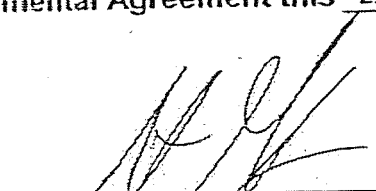
FOR THE CITY OF VALLEJO:



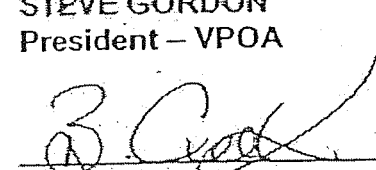
DAVID R. MARTINEZ
City Manager



MARY M. HILL
Interim Director of Human Resources



STEVE GORDON
President - VPOA



BRET CLARK
Vice President - VPOA

ATTEST



ALLISON VILLARANTE
City Clerk