

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

This Supplemental Agreement (Agreement) is between the City of Vallejo (City) and the Vallejo Police Officers' Association (VPOA) for the purpose of modifying the prior Agreement between the parties dated July 1, 2000 through June 30, 2010.

RECITALS

- A. The original labor agreement covering the period July 1, 2000 through June 30, 2010 recognizes the VPOA as the sole representative in all matters pertaining to wages, hours, and working conditions for Police Officer, Corporal, Sergeant, and Lieutenant.
- B. The City and the VPOA have subsequently agreed to recognize the exempt classification of Police Captain as also represented by the VPOA for all matters pertaining to wages, hours, and other conditions of employment. It is understood that the Police Captains will remain "at will" employees and FLSA "exempt".
- C. The wage table, as specified in Appendix A of the original Agreement dated July 1, 2000 through June 30, 2010 shall be amended to include the classification of Police Captain.

Accordingly, the City and VPOA agree to the following:

Delete Old and Replace With New **SECTION 1: RECOGNITION** as follows:

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

Add New Subsection "C" to SECTION 10: SUPPLEMENTAL ALLOWANCES as follows:

- C. Management Incentive Pay. Due to the unique nature of the exempt position of Police Captain represented in this unit, the additional compensation as outlined below is applicable as follows. The Police Captains included in this unit shall be eligible to receive an annual benefit applied on a fiscal year basis equal in value to one hundred and twenty (120) hours of pay at the employee's base hourly rate in effect on July 1st of any fiscal year. The amount of this benefit shall be received as pay. The pay may be taken in one lump sum, bi-annually or on a bi-weekly basis. Employees who are hired, promoted or leave a position included in this representational unit during a fiscal year shall have this benefit prorated according to the period of time that they actually work in the position of Police Captain. The Management Incentive benefit payment shall reflect the first full pay period in July of each year. Therefore, in order to receive the full benefit for the year, this benefit may be paid during free-no deduction pay periods. Employees, who are hired, promoted, or leave the position during a fiscal year shall have this benefit prorated according to the period of time that they actually worked in the position.

Add New Subsection "F" to SECTION 12: OVERTIME as follows:

- F. Employees in the exempt classification of Police Captain are specifically excluded from the overtime provisions of this agreement. However, Captains may receive overtime pay at time and one-half for assignments that are directly charged to a third party.

Add New Subsection "B" to SECTION 32: POLICE OFFICERS' EMPLOYMENT RIGHTS as follows:

- B. At-Will Status. Employees filling positions included in this representational unit who are at will employees shall serve at the will and pleasure of the City. At will employees acquire no property interest in their positions and have no guarantees, either implied or expressed, regarding continued employment, nor any right to appeal termination of such employment or any disciplinary action. Nothing herein shall abrogate the at will status of these employees. However, public safety officers included in this representational unit covered by the Public Safety Officers Procedural Bill of Rights Act shall be afforded the procedural rights included in that Act.

This Supplemental Agreement shall become effective at 12:01 a.m. June 14, 2006 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

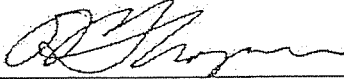
changes, then the matter shall be determined in accordance with the City Charter. There shall be no strikes, lockouts or stoppages of work during the life of this Agreement. This Agreement is supplemental to the current Agreement between the City and the VPOA and shall be incorporated into said Agreement covering the period of July 1, 2000 through June 30, 2010.

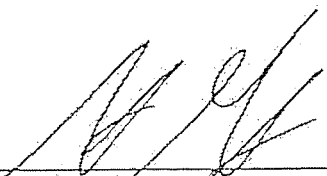
The remaining sections of the labor agreement shall remain unchanged.

SIGNATURES APPEAR BELOW

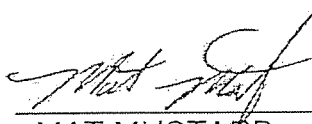
IN WITNESS WHEREOF, the parties hereto acting by, and through their duly authorized representatives, have executed this Supplemental Agreement this 14th day of June, 2006.

FOR THE CITY OF VALLEJO:

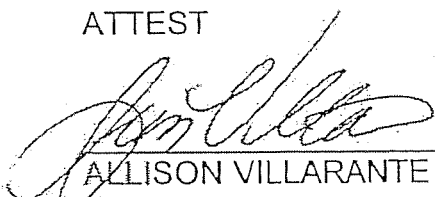
 8/3/06
JOHN P. THOMPSON DATE
Interim City Manager

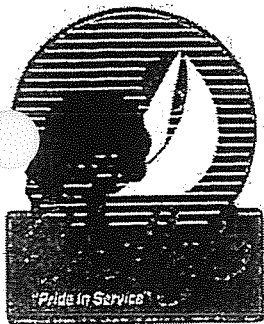
 8/8/06
STEVE GORDON DATE
President – VPOA

 8/2/06
DENNIS MORRIS DATE
Director of Human Resources

 8/2/06
MAT MUSTARD DATE
Vice President – VPOA

ATTEST

 8/3/06
ALLISON VILLARANTE DATE
City Clerk



CITY OF VALLEJO

OFFICE OF THE CITY MANAGER

555 SANTA CLARA STREET • P.O. BOX 3068 • VALLEJO • CALIFORNIA • 94590-5934 • (707) 648-4575
FAX (707) 648-4426

July 5, 2006

Sergeant Steve Gordon, President
Vallejo Police Officers' Association
301 Wallace Street
Vallejo, California 94590

Dear Sergeant Gordon:

The purpose of this correspondence is to clarify the language set forth in Section 32.B of the Labor Agreement between the City of Vallejo and the Vallejo Police Officers' Association (VPOA) regarding "at will" status of police captains. The language was adopted by the City Council on June 13, 2006, and is set forth below:

B. At-Will Status. Employees filling positions included in this representational unit who are at will employees shall serve at the will and pleasure of the City. At will employees acquire no property interest in their positions and have no guarantees, either implied or expressed, regarding continued employment, nor any right to appeal termination of such employment or any disciplinary action. Nothing herein shall abrogate the at-will status of these employees. However, public safety officers included in this representational unit covered by the Public Safety Officers Procedural Bill of Rights Act shall be afforded the procedural rights included in that Act.

The intent of this paragraph is as follows:

- A police captain removed from his/her "at will" position resulting from a reduction in force or other non-disciplinary reason, including a change in administration, has an absolute right to return to the highest Police Department Civil Service rank or position held prior to appointment. In accordance with Section 7.A of the Labor Agreement between the City and the VPOA, "Demotion for any reason shall not result in any loss of seniority in the previous classification."
- A police captain removed from his/her "at will" position and terminated from City Employment for misconduct, including but not limited to any violation of law, any violation of any provision or provisions of the Police Department General Order Manual or any other Police Department or City of Vallejo directive, has no right of appeal except as specifically set forth in the Public Safety Officers Procedural Bill of Rights.

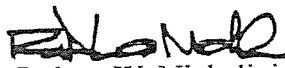
Steve Gordon
July 5, 2006
Page 2

Absent the need for further discussion, I will review this document with the City Council to ensure all concerned are aware of the agreed upon language.

Sincerely,

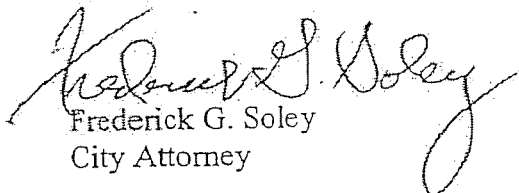


John P. Thompson
Interim City Manager



Robert W. Nichelini
Chief of Police

Approved as to Form:



Frederick G. Soley
City Attorney

**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 and Supplemental Agreements dated March 25, 2003 and July 15, 2003. The new terms of the agreement and supplementals shall be from July 1, 2000 through June 30, 2010.

RECITALS

- A. VPOA agreed to meet with the City to discuss the projected fiscal year 2004-2005 financial status of the City.
- B. After several discussions, it was determined that the City was facing a projected \$9.5 million deficit for fiscal year 2004-2005 and it was agreed that VPOA would help reduce the deficit.
- C. The City and VPOA agree to the following items that may affect the provisions of the current VPOA agreement dated July 1, 2000 through June 30, 2005 and Supplemental Agreements dated March 25, 2003 and July 15, 2003:
 - 1. The members of VPOA have agreed to defer the 4.5% raise scheduled for July 1, 2004 and use the 4.5% raise to purchase the California Public Retirement System (CalPERS) 3% COLA Retiree Enhancement no sooner than January 2007 as outlined in Section 27F of the Labor agreement. Additionally, VPOA has the option of not purchasing the Retiree Enhancement but receive the 4.5% raise on July 1, 2007.
 - 2. In order to reduce personnel costs in the Police Department, the Chief of Police, in consultation with VPOA representatives, shall develop a revised Patrol Division employment schedule designed to maximize field presence and minimize overtime. The revised schedule shall be implemented on or about July 1, 2004. The revised schedule shall remain in place for a period no less than 36 months.
 - a. The results of the revised schedule shall yield an annual reduction of \$400,000 minimum in the overtime costs for safety divisions in the Police Department.
 - b. The Chief of Police and VPOA shall meet quarterly to ensure that the goal of \$400,000 is met.
 - 3. Currently, the total safety personnel in the Police Department is 155. To assist with reducing personnel costs in the Police Department, for fiscal year 2004-2005, the members of VPOA shall support and ensure a reduction in force of ten (10) officers for a total of 145 safety personnel. In fiscal year 2004-2005, the reduction in force shall be achieved first through attrition and then by Golden Handshake.

- a. The reduction shall be on a rank proportionate basis of which shall be discussed between VPOA and the Chief of Police.
 - b. The Chief of Police shall develop a plan to accomplish the reduction in force to 145 safety personnel in fiscal year 2004-2005 and meet the savings goal of \$1,155,942.
 - c. The Chief of Police and VPOA shall meet quarterly to make necessary adjustments to ensure that the goal of \$1,155,942 is met.
4. Meet and confer to discuss whether or not VPOA will represent the Captains, no sooner than July 1, 2005, but no later than June 30, 2010.
 5. For fiscal year 2004-2005, no layoffs of VPOA members.
 6. In February 2004, the City Manager implemented a hiring freeze and a freeze on all promotions. The City Manager has agreed to unfreeze such promotions for the VPOA members.
 7. Due to VPOA's continued concern about the financial future of the City, the Chief of Police agrees to meet and confer with VPOA prior to hiring additional VPOA personnel to discuss the City's ability to pay for such personnel.
 8. The current labor agreement and supplementals scheduled to expire June 30, 2008 shall be extended through June 30, 2010.
 9. The remaining sections of the agreement and supplementals shall be unaffected by these amendments.

Accordingly, The City and VPOA agree to the following amended labor agreement language:

Delete and Replace SECTION 8: SALARIES, SUBSECTIONS A – L:

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, 2010 shall not be binding upon the VPOA and shall be subject to collective negotiations in the manner prescribed in the City Charter.

- A. 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.
- B. 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 the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186.
- C. 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 the Labor

Agreement 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.

- D. 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 the Labor agreement 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. The salary formula for the International Association of Firefighters, Local 1186 for July 1, 2003, currently equates to a 6.78% salary increase. Additionally, 0.78% of the 6.78% salary increase shall be payable on July 1, 2003. The parties have agreed to abandon the payment of the additional 6%, which will be divided into three 2% annual increases, and to have these increases applied to the salaries on July 1, 2004, July 1, 2005 and July 1, 2006. This shall be done prior to any other salary formula calculations as called for in the current agreement.
- E. 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 the Labor agreement 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 2%, which was abandoned to July 1, 2004. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186. The parties agreed to defer the 4.5% scheduled increase to January 2007 to purchase the CalPERS 3% COLA Retirement Enhancement.
- F. 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 the Labor agreement 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 2%, which was abandoned to July 1, 2005. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186.
- G. 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 the Labor

agreement 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 2%, which was abandoned to July 1, 2006. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186.

- H. Wages for members of the bargaining unit shall be increased for the period of July 1, 2007 through June 30, 2008 by the same percentage provided by the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186. The members also have the option of purchasing the CalPERS 3% COLA Retirement Enhancement with their deferred 4.5% July 1, 2004 scheduled salary increase no sooner than January 2007. If the members opt not to purchase this benefit, they shall receive the deferred 4.5% July 1, 2004 scheduled salary increase in addition to the average salary increase as outlined above for the period of July 1, 2007 through June 30, 2008.
- I. Wages for members of the bargaining unit shall be increased for the period of July 1, 2008 through June 30, 2009 by the same percentage provided by the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186.
- J. Wages for members of the bargaining unit shall be increased for the period of July 1, 2009 through June 30, 2010 by the same percentage provided by the Labor agreement to members of the Vallejo Fire Department who are represented by the International Association of Firefighters, Local 1186.
- K. 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.
- L. All employees covered by this Agreement shall have the option to enroll in the deferred compensation plan, which is available to the City.

Delete and Replace SECTION 48 A: TERM OF AGREEMENT

- A. This Supplemental Agreement shall become effective at 12:01 a.m. July 1, 2004. This Agreement shall remain in full force and effect through June 30, 2010 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, 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. The Sections of this Supplemental Agreement supercedes the previous Agreement between the City and VPOA covering period July 1, 2000 through June 30, 2005 and Supplemental Agreements dated March 25, 2003 and July 15, 2003.

The Remaining Sections of This Labor Agreement Shall Remain Unchanged.

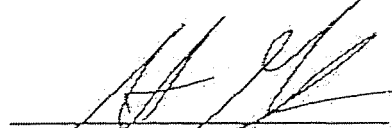
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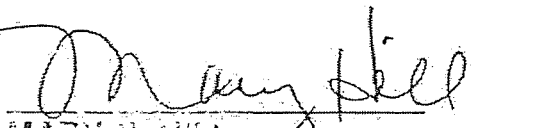
IN WITNESS WHERE OF, the parties hereto acting by, and through their duly authorized representatives, have executed this Supplemental Agreement this 15th day of June 2004.

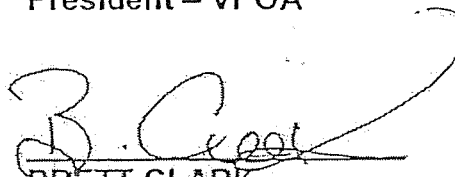
FOR THE CITY OF VALLEJO:

FOR VPOA:


OTTO WM. GIULIANI
City Manager


STEVE GORDON
President – VPOA


MARY M. HILL
Acting Human Resources Director


BRETT CLARK
Vice President – VPOA

ATTEST


ALLISON VILLARANTE
City Clerk

**SUPPLEMENTAL AGREEMENT
BETWEEN
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AND THE
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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 and Supplemental Agreement dated March 25, 2003.

RECITALS

- A. The current Supplemental agreement covering the period July 1, 2002 through June 30, 2007 provides for a salary increase on July 1, 2003 in accordance with the International Fire Fighters Association (IAFF, Local 1186) Agreement as follows:
 - 1. Effective July 1, 2003 the City of Vallejo shall increase the base salaries by the additional 3%, which was postponed from July 1, 2002. After which the base salaries shall be increased by a percentage equal to the average salary increases in the Firefighter classification of the 14 comparable cities and fire districts as specified in section 12 A 2 of the IAFF, Local 1186 labor agreement, plus an additional 1%.
- B. The calculated salary increase for July 1, 2003 based as specified in section 8 E of VPOA's labor agreement is 6.78%.
- C. The members of VPOA have agreed to abandon 6% of the calculated formula raise scheduled for July 1, 2003 and receive this in 2% increments on July 1, 2004, July 1, 2005 and July 1, 2006.
- D. Effective July 1, 2003, the members of VPOA will receive the remaining 0.78% of the 6.78% as a salary increase after the scheduled 3% has been applied.

Accordingly, the City and VPOA agree to the following:

Delete and Replace SECTION 8: SALARIES

- 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, 2008 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.

VPOA SUPPLEMENTAL AGREEMENT JULY 2003

- 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 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 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 for July 1, 2003, currently equates to a 6.78% salary increase. Additionally, 0.78% of the 6.78% salary increase shall be payable on July 1, 2003. The parties have agreed to abandon the payment of the additional 6%, which will be divided into three 2% annual increases, and to have these increases applied to the salaries on July 1, 2004, July 1, 2005 and July 1, 2006. This shall be done prior to any other salary formula calculations as called for in the current agreement.
- G. 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. The salary formula for the International Association of Firefighters, Local 1186 provides for an increase in the base salaries by the additional 2%, which was abandoned to July 1, 2004. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186.

POA SUPPLEMENTAL AGREEMENT JULY 2003

- H. 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. The salary formula for the International Association of Firefighters, Local 1186 provides for an increase in the base salaries by the additional 2%, which was abandoned to July 1, 2005. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186.
- I. 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. The salary formula for the International Association of Firefighters, Local 1186 provides for an increase in the base salaries by the additional 2%, which was abandoned to July 1, 2006. After which, the base salaries shall increase by the formula outlined in the International Association of Firefighters, Local 1186.
- J. Wages for members of the bargaining unit shall be increased for the period of July 1, 2007 through June 30, 2008 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.
- K. 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.
- L. All employees covered by this Agreement shall have the option to enroll in the deferred compensation plan, which is available to the City.

Add New Subsection "M" to SECTION 8: SALARIES with the following:

M. Longevity Pay

1. Effective January 1, 2003 the City shall compensate members who have a total of 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 five percent (5%) above their base salary.
2. Effective July 1, 2003 the City shall compensate members who have a total of 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) will receive an amount equal to ten percent 10% above their base salary.

VPOA SUPPLEMENTAL AGREEMENT JULY 2003

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

At no time shall such benefit be more than 10%. Vacation and sick leave pay for officers who receive longevity pay shall include the appropriate premiums.

Add New Subsection "B" to SECTION 10: SUPPLEMENTAL ALLOWANCES

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

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

Delete and Replace SECTION 13 C 3 AND 13 C 4: STANDBY, COURT, AND CALL BACK PAY

C.

3. All subpoenas shall be served in accordance with California Penal Code Section 1328. An employee shall be notified at the earliest time of the cancellation of the subpoena.
4. An employee who has a pending day-off court appearance canceled or rescheduled to a subsequent day shall receive two (2) hours pay at the rate of time and one-half as a rescheduling/cancellation fee for such occurrence. No more than one rescheduling fee shall apply per day and it will no longer be necessary for the employee to appear or stamp his / her subpoena at the District Attorneys office to receive such payment.

Delete and Replace SECTION 14: HAZARD DUTY PAY

A. Motorcycle Duty. Effective July 1, 2003, any employee regularly assigned to motorcycle duty shall receive an additional 2.5% incentive pay in addition to his / her base salary. Vacation and sick leave pay for officers assigned to motorcycle duty shall include the appropriate premiums for such assignment. Any employee

VPOA SUPPLEMENTAL AGREEMENT JULY 2003

assigned to motorcycle duty on a part time basis shall receive an additional Two Dollars (\$2.00) for each shift so assigned.

- B. SWAT Pay. Effective July 1, 2003, any employee regularly assigned to the SWAT Team shall receive an additional 1% incentive pay in addition to his / her base salary, provided the employee successfully completes the required physical agility standards. Vacation and sick leave pay for officers assigned to the SWAT Team shall include the appropriate premiums for such assignment. It is specifically understood that employees may be removed from SWAT duties at the direction of the Chief of Police.

Delete and Replace Section 17A: HOLIDAYS AND HOLIDAY PAY

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

Delete and Replace SECTION 19 A and 19 C: ANNUAL LEAVE

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

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

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

Delete and Replace SECTION 20 A and B: SICK LEAVE

- A. Upon satisfactory completion of six (6) months of full-time service by any regular employee, his/her record shall be credited with ten (10) hours sick leave for each

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full month between the date of employment and the end of the current calendar year. Thereafter, the employee shall be credited with ten (10) additional 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.

- 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 sick days per year.

Add New Subsection "G" to SECTION 27: RETIREMENT PLAN

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

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

Delete and Replace SECTION 31A: ASSOCIATION BUSINESS

- A. A reasonable number of officers and committee members of the Association shall be granted leave from duty up to a maximum of six hundred (600) 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.

Delete and Replace SECTION 48 A: TERM OF AGREEMENT

- 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, 2008 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, 2008, or any subsequent anniversary date of the Agreement. The parties may at any time mutually

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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. The Sections of this Supplemental Agreement supercedes the previous Agreement between the City and VPOA covering period July 1, 2000 through June 30, 2005 and Supplemental Agreement dated March 25, 2003.

The Remaining Sections of This Labor Agreement Shall Remain Unchanged.

SIGNATURES APPEAR ON NEXT PAGE

VPOA SUPPLEMENTAL AGREEMENT JULY 2003

IN WITNESS WHEREOF, the parties hereto acting by, and through their duly authorized representatives, have executed this Supplemental Agreement this 15 day of July, 2003.

FOR THE CITY OF VALLEJO:

DAVID R. MARTINEZ
City Manager

MARY M. HILL
Interim Director of Human Resources

ATTEST

ALLISON VILLARANTE
City Clerk

FOR VPOA:

STEVE GORDON
President - VPOA

BRETT CLARK
Vice-President - VPOA