

VPOA Impasse Issues

City Proposal	Tentative Agreement	VPOA Proposal
Section 1. ("Recognition"): modify identification of represented classifications.	Yes.	Accept City Proposal.
Section 6. ("Promotions"): non-economic grammatical change adding the phrase "of eligibles".	Yes.	Accept City Proposal.
None.	No.	Section 6. ("Promotions"): add non-economic language regarding training and development; use of "rule of five" in promotions; Chief and VPOA to establish promotional testing procedure.
Section 8. ("Salaries"): 5% wage reduction retroactive to October 1, 2013; additional 3.4% wage reduction; eliminate 5% and 10% longevity steps; eliminate survey/benchmark agencies.	No.	Maintain status quo.
Section 9. ("Other Salary Provisions"): non-economic grammatical correction adding the term "at".	Yes.	Accept City Proposal.
Section 9. ("Other Salary Provisions"): add language eliminating (unidentified) supplemental pays not expressly provided in the memorandum of understanding.	No.	Maintain status quo; employees hired after the ratification of this agreement will be subject to a new entry level salary step equating to 5% below the current entry level salary (total of six steps). Police Officer salary range modified to extend time to achieve top step from 3 years to 5 years. One year required between each salary step.
Section 10. ("Supplemental Allowances"): eliminate telephone expense reimbursement in lieu of City Policy and management incentive pay; modify bilingual pay from 1% to .75/month, remove bilingual pay from vacation and sick leave payouts.	No.	Members will be covered by the City's Telephone Reimbursement Policy as established at the time of ratification, alternatively, members shall maintain the option of receiving a City-issued cellular telephone [choice of City paid cellular telephone or \$75 reimbursement]; maintain status quo bilingual pay.

None.	No.	Section 11. ("Hours of Work"): Delete reference to eight (8) hour shifts. Incorporate language acknowledging that all members shall be able to work a schedule with at least three (3) consecutive days off
Section 12. ("Overtime"): eliminate overtime compensation for Captains.	No.	Maintain status quo.
Section 13. ("Standby, Court and Call Back Pay"): non-economic grammatical change adding the term "and"; delete sentence stating "The primary purpose of this Subsection is to ensure minimum staffing".	Yes.	Accept City Proposal.
Section 14. ("Hazard Duty Pay"): Modify motorcycle pay from 2.5% to \$200/month; modify SWAT Pay from 1% to \$80/month.	No.	Maintain status quo.
Section 15. ("Out of Town Expenses"): eliminate entire MOU provision in lieu of City Policy.	No.	The VPOA agrees to amend the rates provided in Section 15 to adhere to those prescribed in the City's Travel Policy, which is to be attached as an Appendix to the MOU. All other terms provided in Section 15 to continue under the status quo terms.
Section 16. ("Uniform Allowance"): establish fixed dollar amount of \$1,142 paid in quarterly installments.	Yes.	Accept City Proposal.
Section 17. ("Holidays and Holiday Pay"): identify observed holidays.	Yes.	Accept City Proposal.
Section 18. ("Educational Incentive Pay Program"): eliminate education pay for new hires (3%/5%).	No.	Maintain status quo.
Section 19. ("Annual Leave"): amend language to replace "Director of Human Resources" with "City Manager"; amend language to be gender neutral; amend language to remove reference to past effective date.	Yes.	Accept City Proposal.

<p>Section 20. ("Sick Leave, Sick Leave Buy Back, Maternity Leave, and Bereavement Leave"): Eliminate sick leave buy back and reduce sick leave accrual rate; Reduce the credited sick leave hours following six (6) months of full-time service to forty-eight (48) hours (currently 90 hours); Modify medical waiver benefit.</p>	<p>No.</p>	<p>Maintain status quo relative to sick leave buy back for accrued leave; Reduce sick leave accrual rate to 120 hours/year for members hired on or after date of ratification; Reduce the credited sick leave hours following six (6) months of full-time service to sixty (60) hours (currently 90 hours); Maintain status quo medical waiver benefit.</p>
<p>Section 22. ("Health and Life Insurance"): Active Employee Medical Benefit reduced from 100% of Kaiser to \$300/month plus an additional amount to cover up to 75% of Kaiser; Active Employee Retirement Medical Benefits reduced from 100% Kaiser to \$300/month; New-Hire Retirement Medical Benefit is reduced to PEMHCA minimum plus 1.5% to VEBA. Eliminate retiree access to life insurance benefits.</p>	<p>No.</p>	<p>Active Employee Medical Benefit reduced from 100% of Kaiser to 75% of Kaiser; Active Employee Retirement Medical Benefit reduced from 100% of Kaiser to greater of 66.67% of Kaiser or full cost of least expensive plan; Retirement Medical Benefit for New-Hires is reduced to PEMHCA Minimum and 1.5% City contribution to VEBA beginning after probation completed. Active employees to contribute 3.5% to pre-fund benefit ARC. City to create irrevocable trust and pre-fund remaining balance of ARC. Maintain status quo retiree life insurance benefits.</p>
<p>Section 23. ("Dental Plan"): empower City to change dental plan providers and benefits.</p>	<p>No.</p>	<p>Maintain status quo subject to meet and confer for Citywide change in benefit.</p>
<p>Section 27. ("Retirement Plan"): 2% @ 50 formula for PEPRA EEs (not clear which one).</p>	<p>No.</p>	<p>2% @ 50 formula for PEPRA EEs (maximum benefit of 2.7% @ 57); employees to contribution three percent (3%) toward employer cost.</p>
<p>Section 33. ("Existing Benefits"): eliminate maintenance of benefits clause.</p>	<p>No.</p>	<p>Maintain status quo.</p>
<p>Section 39. ("POST Training"): non-economic grammatical correction to Subdivision A.3 (insert ":" and lower-case "n").</p>	<p>Yes.</p>	<p>Accept City Proposal.</p>

<p>Section 42. ("Administrative Appeal Procedure for Written Reprimands and Standards for Removal of Disciplinary Actions from Safety Officer's File"): remove Subdivision C. "reopenner" provision; remove government code protections.</p>	<p>No.</p>	<p>Delete reference to "reopenner" in Subdivision C., only.</p>
<p>Section 47. ("Substance Abuse/Drug Testing"): amend Subdivision E.2 to add "a person of".</p>	<p>Yes.</p>	<p>Accept City Proposal.</p>
<p>Section 48. ("Term of Agreement"): one year term and eliminate past practices and other agreements not incorporated in the contract.</p>	<p>No.</p>	<p>The VPOA proposes a three-year term; maintain status quo for all supplemental agreements, side letters, existing benefits, past practices, etc.</p>
<p>Section 49. ("Use of Annuitants"): add phrase "in compliance with Government Code sections 21220 et seq."</p>	<p>Yes.</p>	<p>Accept City Proposal.</p>
<p>Section 50. ("Payment in Lieu of Bankruptcy Claim; Agreement on Allowance, voting and Satisfaction of Bankruptcy Claims"): void \$333,334 installment due to the VPOA per 2009 Supplemental Agreement (Bankruptcy Settlement).</p>	<p>No.</p>	<p>Maintain status quo (City to fulfill contractual obligation).</p>