

EMPLOYER'S MODIFICATION TO EMPLOYER PROPOSAL dated October 5, 2012.

Reviewed by  
CJ on 2/19/13  
C (2:00)

1. The parties execute a Letter of Understanding that the POA bargaining unit is exiting PERS Medical during the withdrawal period in the summer of 2013.
2. The City immediately applies to the IBT Local 856 Health and Welfare Trust for active and retiree coverage under Plan F with an effective date of January 1, 2014.
3. In the event retiree coverage is not afforded under the Trust, the retirees will be covered on January 1, 2014 under the California Health Benefit Exchange. The Employer's contribution during the term of the Contract toward pre-7-1-13 retirees will be as stated in our PROPOSAL dated October 5, 2012. [Note – for retirees not eligible for Medicare there is also a Medicaid option that is means tested.]

See Calculator - <http://healthreform.kff.org/SubsidyCalculator.aspx>

4. The City withdraws proposal Section 20. G. A. and maintains current language that reads as follows.

***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.***

5. The City withdraws proposal SECTION 28. ASSOCIATION BUSINESS.
6. The City requests that the POA Tentatively Agree to Section 20. C. 3.
7. The City withdraws proposal SECTION 41. INTERNAL AFFAIRS INTERVIEWS
8. Change the word Colonel to Corporal.
9. The City withdraws proposal SECTION 46. EVALUATIONS
10. The City withdraws proposal SECTION 47. CITIZEN COMPLAINTS
11. City proposal Section 18 will apply to new officers hired after July 1, 2013.

CITY'S PROPOSAL TO VPOA ON OCTOBER 5, 2012

MEMORANDUM OF AGREEMENT

CITY OF VALLEJO

and

VALLEJO POLICE OFFICERS' ASSOCIATION

July 1, 2013 – June 30, 2014

CITY'S PROPOSAL TO VPOA ON OCTOBER 5, 2012

City of Vallejo and Vallejo Police Officers' Association  
Memorandum of Understanding  
July 1, 2013 – June 30, 2014

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## CITY'S PROPOSAL TO VPOA ON OCTOBER 5, 2012

### **PREAMBLE**

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

### **SECTION 1: RECOGNITION**

- 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.
- B. The City agrees that it will not seek removal of listed classifications of Police Officer, Colonel, Sergeant, and Lieutenant from the representation unit, nor petition for their exemption from the competitive civil service.

### **SECTION 2: NO DISCRIMINATION**

- A. There shall be no discrimination by the City of Vallejo in employment conditions or treatment of employees on the basis of race, religion, sex, age, creed, membership or non-membership in the Association, or participation in the activities of the Association.
- B. There shall be no discrimination by the Vallejo Police Officers Association in treatment of employees on the basis of race, religion, sex, age, creed, membership, participation or non-membership in the Association.
- C. The City and VPOA acknowledge the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against disabled individuals in employment. Because the ADA requires accommodation for individuals protected under the Act, and because these accommodations must be determined on a case-by-case basis, the parties may disregard provisions of this Agreement in order for the City to avoid discrimination. VPOA recognizes that the City has a legal obligation to meet with the individual to be accommodated before any adjustment is made in working conditions. VPOA will be notified of the proposed accommodations prior to implementation by the City. Prior to disregarding any provision of this Agreement in order to undertake the required accommodations for an individual protected by the Act, the City will provide VPOA with written notice of its intent to disregard the provision, and will allow VPOA the opportunity to discuss options to disregard certain provisions of the Agreement.

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### **SECTION 3: DUES DEDUCTION**

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

### **SECTION 4: HIRING**

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

### **SECTION 5. PROBATIONARY PERIOD**

- A. All new employees who enter the City service designated as "lateral entry" Police Officers, and who possess a State of California Police Officers Standards and Training (POST) Basic Certificate, shall serve a probationary period of twelve (12) months.
- B. All other new employees covered under this Agreement shall serve a probationary period of eighteen (18) months.
- C. During the probationary period, employees have no seniority rights, but they shall be subject to all of the other clauses of the Agreement. All employees who are retained beyond the probationary periods as defined in "A" and "B" above shall attain the status of a permanent employee and time spent in the probationary period shall be included when computing their seniority. An employee may be rejected by the City at any time during the probationary period.

### **SECTION 6: PROMOTIONS**

- A. Promotions to classifications within the unit represented by the Vallejo Police Officers Association shall be made from the ranks, provided the candidate on the eligible list is qualified for the vacant position as determined solely by the Chief of Police in accordance with Civil Service Commission Rules and Regulations and the following Subsection.
  - 1. In the event that there are no names on a reserve or reemployment list in the classification to be filled, the names of all candidates on promotional Lists of Eligibles developed under Civil Service Rules and Regulations shall be certified by the Civil Service Commission to the Chief of Police. If

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fewer than three (3) names remain on the List of Eligibles the Chief may demand certification of at least three (3) names and examinations shall be conducted until at least three (3) names may be certified.

2. Once a promotional List of Eligibles has been certified by the Civil Service Commission to the Chief of Police, the Chief of Police shall recommend promotion to the appointing authority of the candidates on that list utilizing criteria to include the quality and diversity of the candidate's experience, raw Civil Service examination scores, relevant academic and vocational education, work attendance and productivity, and the candidate's understanding of the requirements of the classification within the Police Department.
- B. Vacancies in the exempt classification of Police Captain shall be filled from the ranks, provided that the candidate is qualified for the vacant position as determined solely by the appointing authority. All applications submitted will be evaluated by the appointing authority, and if there are not at least three (3) that are qualified, then an open recruitment may be conducted.
- C. If an officer on a promotional eligibility list created under Civil Service rules is passed over in preference for someone with a lower standing on that list, he/she shall be given a written explanation of the reasons from the Chief of Police.
- D. Each person receiving a promotional appointment shall serve a probationary period in such promotional position of twelve (12) months, and if at the end of said period such probationer has not been removed from the promotional position, his/her appointment shall be deemed complete. Any probationer may be rejected by the City at any time during the probationary period without right of appeal, or hearing in any manner. When a person on promotion probation is removed therefrom, he/she shall be reinstated to the position from which he/she was promoted unless he/she is discharged in accordance with applicable law.
- E. Any person receiving a provisional promotion to a classification within the unit represented by the Association who subsequently receives the next regular promotion to that same classification shall receive credit for all time worked within that provisional classification towards the completion of his/her twelve (12) month probationary period and the receipt of his/her next scheduled step increase.
1. A provisional promotion will be differentiated from an out of classification assignment as covered in Section 36(A), in that a provisional promotion shall exist for a longer period of time than is required to fill a temporary and unexpected vacancy caused by a regular supervisor's absence due to illness, vacation or regular days off.
  2. Employees may serve in provisional appointments for a maximum of nine (9) months. Employees promoted to a higher position after serving as provisional employees in that position shall not receive credit for such provisional service if sixty (60) days or more have elapsed between the end of their provisional appointment and their appointment to the promotional position.

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- F. The Department shall provide to applicants for promotional positions a generic study guide relating to basic source materials. Nothing in this section requires the Department to include in the study guide references to specific code sections, chapters or orders.
- G. Employees applying for promotional examinations within the Department shall receive a notice at least three (3) months in advance of the dates on which each general phase of the examination shall be conducted. If the Department determines to change the date of any phase of the examination, it shall provide written notice of the new date at least fourteen (14) calendar days in advance of the new date.
- H. To be eligible for promotion or to be considered for promotion, an employee must have received at least an acceptable evaluation on all evaluation dimensions on the most recent performance evaluation preceding the promotional exam, or have satisfactorily completed a Performance Improvement Plan. The provisions of Section 6H may be waived at the discretion of the Chief of Police.

### **SECTION 7: SENIORITY**

#### A. Seniority Defined

- 1. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification. Demotion for any reason shall not result in any loss of seniority in the previous classification.
- 2. Where used in this Section, Patrol Division shall mean the Patrol Division of the Operations Bureau of the Vallejo Police Department.

#### B. Seniority Credit

- 1. In computing seniority, credit shall be given for all classified service in the Police Department except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.
- 2. Seniority credit shall be allowed only for the following types of absence from a position in the classified service:
  - a. Absence without pay not exceeding thirty (30) calendar days.
  - b. Absence during authorized vacation period.
  - c. Absence on leave for active service in the armed forces of the State of California or of the United States of America.



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- d. Absence on leave to accept exempt employment in a department, office or bureau of the City, not to exceed one (1) year of credit.
- e. Absence on leave to accept temporary emergency employment.
- f. Absence on leave to serve the probationary period in a new class in the event the employee does not complete the probationary period due to a layoff. Seniority shall be allowed only in the new class upon subsequent completion of the probationary period in the new class.
- g. Absence on leave made necessary by injuries in the line of duty.
- h. Absence on leave with pay made necessary by injuries not sustained in the course of City employment.
- i. Absence on leave while on loan to another agency if, in the opinion of the City Manager, the City service stands to benefit from the specific experience obtained from such other employment or activity.

### 3. Other Seniority Provisions

- a. In computing length of service, all periods of absence without pay from the service of the City in excess of thirty (30) calendar days, notwithstanding the reason of necessity therefore, shall be deducted and no seniority credit granted with the exception of recall to active military service which shall be in compliance with Federal law.
- b. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.
- c. If the employee is suspended through no fault of his/her own and is later reemployed, he/she shall not lose any seniority credit for any period of actual service; if, however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.
- d. When two or more employees are hired on the same date, in the position of police officer, seniority shall be determined by the date of the original police officer employment application with the City.
- e. When two or more employees are promoted on the same date in the same classification, seniority shall be determined by their final score rank order on the Civil Service list of eligibles.

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### C. Seniority List

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

### D. Time Assignments

1. All employees in the classifications of Police Officer, Corporal, Sergeant and Lieutenant while assigned to the Patrol Division at the discretion of the Chief of Police shall select annually in November for a one (1) year period, their preferred team assignment and days off on the basis of their classification seniority.
2. Nothing contained herein shall limit the discretion of the Chief of Police to determine the number of employees to be assigned to each patrol team, division, unit, bureau or specialized position, or the discretion of the Chief of Police to assign and transfer employees to meet the requirements of the Department. A total of five (5) specialized officers 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.
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.

### E. Vacation Selection [2009 SUPPLEMENTAL AGREEMENT]

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

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be 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 any time. Squad supervisors may deviate from this provision in allowing additional personnel off in accordance with procedures established by the Chief of Police.
- F. Seniority shall apply for the selection of beats according to procedures established by the Chief of Police. It is understood and agreed that deviation from seniority shall be allowed when it is determined by the Chief of Police or his representative to be in the best interest of the Police Department.

### **SECTION 8: SALARIES**

- 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.~~

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### E. Survey Methodology

1. For comparison purposes "salaries" will include salary (not including longevity steps) and employee 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 1st, of the appropriate year and will include all known wage increases effective the first full pay period of July of that year (e.g., the 2010 survey shall include any scheduled increases effective the first full pay period of July, 2010 and known as of October 1, 2010). Any changes will be retroactive to July 1 of the applicable year.

### A. **Effective July 1, 2013, wages for members of the bargaining unit shall remain at the level established as of June 30, 2009 (as set forth the Salary Schedule in Appendix A).**

B. F. The Corporal classification shall receive a 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.

C. 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 percent (5%) above their base salary.
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

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~~Penal Code sections 830.1 and 830.2(a) (as the sections existed on July 1, 2003) an amount equal to ten percent (10%) above their base salary.~~

- ~~3. At no time shall such benefit be more than ten percent (10%). Longevity pay shall be included in the calculation of vacation and sick leave pay for eligible bargaining unit members.~~

### **SECTION 9. OTHER SALARY PROVISIONS**

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

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:
  - a. of the Second or Third Step of the hiring rate if:
    - i) labor supply is unusually restricted and employment cannot be accomplished otherwise, or
    - ii) the person to be hired is unusually well qualified.
  - 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.
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:

<u>Step</u>	<u>Time-in-Step</u>
1	6 Months
2	6 Months
3	1 Year
4	1 Year

- a. First Step: Normal hiring rate with no prior job experience.
- b. Second Step: employee eligible after completion of six (6) months satisfactory work in the First Step or the equivalent of proven prior experience.
- 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.
- 3. e. Fifth Step: Employee eligible after at least one (1) year fully satisfactory work in the Fourth Step. Change in Pay When Employees Change Classification.
- a. 3. 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 five percent (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.
- b. 4. 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.
- e. 5. 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 the new range, salary will be frozen at its current level until the incumbent leaves the position.
- 4. 6. 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 workweek.
- B. Canine Officers
  - 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.
  - 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 at the officer's regular rate of pay.
  - 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.
  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.
  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.
  7. The City reserves the exclusive right to terminate the Canine Program at any time for reasons determined appropriate by the Chief of Police.
- 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.

### **SECTION 10. SUPPLEMENTAL ALLOWANCES**

- ~~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.~~
- A. B. Bilingual Pay. Effective July 1, 2005, Any employee who is bilingual shall receive an additional 4% **\$75.00 per month** 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.
- ~~4. The City shall provide training materials such as CD's or computer programs which the employee can utilize to train on their own time.~~
  1. 2. The proficiency exam shall be approved by both VPOA and the City of Vallejo Human Resources Department
  - ~~3. The maximum bilingual incentive pay shall be 1%.~~

### **SECTION 11. HOURS OF WORK**

- 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 a.m. on Saturday.
- 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.
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.
  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.
  3. An evaluation of the 4-10 plan shall be conducted by the Police Chief using such criteria as he/she deems appropriate.
  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.
- D. Once shift selection has been completed, work schedules around days and reporting times shall remain in affect 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.
- 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.
- 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:
1. Officers assigned to the Crime Suppression Unit may have their assignment starting and ending times changed by up to two (2) hours with



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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.

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. Seventy-two (72) hours 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.
  3. An Officers schedule shall not be changed under Section 11F in excess of one (1) hour to avoid payment of court overtime.
  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.
  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.
- G. All employees may have their skills, 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.
- 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.

### **SECTION 12. OVERTIME**

- 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.
- 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.
- C. It is understood and agreed that promoted employees during their first six (6) months of promotional probation and all initial probationary employees during their first twelve (12) months of probation shall not be entitled to overtime payments for overtime hours resulting from training evaluation and counseling

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activities. Such employees for any such overtime hours worked shall receive compensatory time off based on an hour-for-hour equivalent of the overtime hours worked. Said time off shall be taken in accordance with the needs of the Police Department with due regard for the desires of the employees. For routine operational functions, all employees shall be related in accordance with Subsections A and B above.

- D. It is understood and agreed that employees performing full or modified duties who as a result of a job incurred injury must attend medical treatment or evaluation at times other than their regularly scheduled working hours shall not be entitled to overtime payments. Such employees shall receive compensatory time off based on an hour-for-hour equivalent for such treatment or evaluation received on a regularly scheduled work day. Said time off shall be taken from on a contiguous shift and in accordance with the needs of the Vallejo Police Department. In the event that an employee cannot take that time off any contiguous shift, the employee shall be eligible to place the compensatory time (at straight time) on the books subject to the rules of the Vallejo Police Department.
- E. The following steps will be followed by the on-duty Watch Commander when ordering an on-duty officer to work overtime that is not voluntary:
1. The on-duty Watch Commander shall first ask any on-duty police officers for volunteers to work overtime.
  2. If unsuccessful, the on-duty Watch Commander shall contact oncoming officers who have placed their names on a volunteer list. If still unsuccessful, the on duty Watch Commander shall then make at least four (4) calls of off-duty officers who have placed their name on a volunteer list, to have them work the overtime.
  3. If the on-duty Watch Commander is unsuccessful in finding someone to voluntarily work the overtime, the following procedure shall be used:
    - a. Starting with the least senior officer and working up to the most senior officer, personnel will be ordered to work overtime.
    - 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.
    - 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.
    - 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.
    - 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

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will apply to those officers who work for at least four (4) hours overtime.

4. When the procedure is exhausted or if, in the judgment 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.

### **SECTION 13. STANDBY, COURT, AND CALL BACK PAY**

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

1. Employees assigned to standby duty, other than detective 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.
2. Detectives shall be assigned to standby duty under the following conditions.
  - 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 standby. (On work days, the period between 1700 and 0830 hours shall be considered sixteen (16) hours for this purpose.)
  - b. Insofar as possible, standby shall be assigned to detectives on a rotational basis, evenly divided among those in the Division.
  - c. If a detective on standby is called in to work, compensation shall be paid at one-and-a-half for time worked, in addition to compensation provided in A.2.a. above, with a minimum of two (2) hours.
  - 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.
  - 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.
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.
  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.
- 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.
- C. Court Time. Employees required to make court appearances on behalf of the City of Vallejo during off-duty hours, shall be compensated at the rate of time and one-half for all hours of such time with a minimum of four (4) hours compensation. For other cases arising out of their use of police officer powers, the City may compensate the officer for court appearances as determined by the Chief of Police in his/her discretion. This minimum shall not apply when the court appearance is within two (2) hours of the start of a scheduled work shift. VPD police officers who have laterally transferred from other law enforcement agencies and are subpoenaed to testify for such agencies relative to their prior law enforcement activities shall be entitled to court time pursuant to this section.
1. Travel time shall be included in the minimum compensation if four (4) hours or less total time involved.
  2. An employee who is subpoenaed to court shall telephone a City maintained answering machine between the hours of 5 p.m. at and midnight on the date preceding the court appearance date to verify that the subpoena has not been canceled. An employee who fails to make verification will not be compensated if the employee appears in court when the appearance has been canceled.
  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 of 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/cancellation 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 Attorney's office to receive such payment.
  5. When a subpoena requires an employee to appear in court within three (3) hours after the employee's regularly scheduled shift ends, the employee may elect to have his/her overtime commence at the end of

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his/her regularly scheduled shift. If the employee elects to do this, the employee shall continue working as directed by the Watch Commander until said court appearance.

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

### **SECTION 14. HAZARD DUTY PAY**

- A. Motorcycle Duty. Effective July 1, 2003, any employee regularly assigned to motorcycle duty shall receive an additional **\$200 per month** 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 assigned to motorcycle duty on a part-time basis shall receive an additional \$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 **\$80 per month** 4% 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.

### **SECTION 15. ~~OUT OF TOWN EXPENSES~~**

- ~~A. Out of town expenses, meaning compensation for mileage for the use of a private vehicle or the cost of meals necessary in relation to employment are to be paid by the City. Authorization for either compensation for mileage for private vehicle or compensation for meals must be approved in advance by the Department. City vehicles must be used before private vehicles are used and permission for use of private vehicles will be granted only if no City vehicles are available.~~
  - ~~1. Compensation for meals will be granted only when an employee's presence out at town is required by Department business and covers a normal meal.~~
  - ~~2. Compensation for meals shall be as follows: \$7.64 for breakfast, \$7.64 for lunch, \$18.34 for dinner.~~
  - ~~3. If the employee's presence out of town requires the consumption of breakfast, lunch, and dinner, then the employee shall receive a total of \$33.62 for meals.~~

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4. ~~Meal Allowances will be increased on July 1, 1993 by the amount of the Consumer Price Index for the United States, All Urban Consumers Food Away From Home, for the previous year measured to April preceding the effective date.~~
- B. ~~Mileage payments for the use of a private vehicle on City business, and compensation for meals while out of town shall be in accordance with the prevailing City policies and practices.~~
- C. ~~No receipt shall be required for meal except when it is needed to draw from petty cash.~~

**[TO BE REPLACED BY CITY'S TRAVEL POLICY – ADMINISTRATIVE RULE 3.5. SEE ATTACHED AS APPENDIX B.]**

### **SECTION 156. UNIFORM ALLOWANCE**

- 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. **The City shall pay \$720 per year for uniform allowance for each employee.** This amount shall be paid **quarterly in the paycheck for the pay period that includes January 1, April 1, July 1, and October 1.** ~~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.

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### SECTION 167. HOLIDAYS AND HOLIDAY PAY

- A. Employees shall be entitled to ~~thirteen (13)~~ eleven (11) days annual leave in lieu of holidays. For purposes of this section, a holiday is equal to eight (8) ~~(10)~~ hours. Holidays shall be accrued at the rate of time and one-half. Employees shall have that 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 resolved 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.)

B. 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  
Martin Luther King, Jr. Day  
~~Washington's Birthday~~  
~~Lincoln's Birthday~~  
Presidents' Day [NEW]  
Memorial Day

### SECTION 18. ~~EDUCATIONAL INCENTIVE PAY PROGRAM~~

A. ~~Employees Covered~~

- ~~1. All employees shall be entitled to receive an additional 3% of salary per month if they have obtained an Intermediate Certificate issued by the California Commission on Peace Officer Standards and Training (POST), and shall be entitled to receive an additional 5% of salary per month if they have obtained a POST Advanced Certificate. These amounts shall not be compounded and a bargaining unit member may receive Educational Incentive Pay for only the highest certificate awarded.~~
- ~~2. Effective January 1, 2000, employees shall be eligible for payments under this subsection upon completion of the probationary period.~~

B. ~~Incentive Program~~

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1. ~~Effective January 1, 2000, the First Award for all Classifications shall be three percent (3%) per month, and the Second Award shall be five percent (5%) per month.~~
2. ~~The Educational Incentive Benefit shall be included in the computation of overtime.~~
3. ~~Upon meeting the requirements, educational incentive pay shall be retroactive to the first pay period following application by the employee.~~

**SECTION 179. 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:

<b>Years of Continuous Service</b>	<b>Accrued Annual Leave Per Biweekly Pay Period</b>
0 through 4	<u>80</u> 40.58 Hours
More than 4 through <u>15</u> 2	<u>120</u> 42.12 Hours
More than <u>15</u> 2 through 20	<u>160</u> 43.66 Hours
More than 20 through 26	44.89 Hours
More than 26	46.12 Hours

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



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- B. The annual leave accruals will be capped at the following levels 280 hours for all employees.
- C. For employees with vacation balances in excess of 240 hours, those hours shall be frozen at the employee's hourly rate of July 1, 2013 and placed in a bank ("Bank") and paid according to the following schedule:
1. Beginning July 1, 2013, on the employee's anniversary date, each employee shall receive the first payment of one third (1/3) of the total of his/her unused accumulated vacation hours in the employee's Bank.
  2. Beginning July 1, 2014, on the employee's anniversary date, each employee shall receive the second payment of one third (1/3) of the total of his/her unused accumulated vacation hours in the employee's Bank.
  3. Beginning July 1, 2015, on the employee's anniversary date, each employee shall receive the third and final payment of one third (1/3) of the total of his/her unused accumulated vacation hours in the employee's Bank.
  4. ~~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.~~
- D. ~~Effective January 1, 1997, No~~ employee shall be allowed to accrue annual leave above the maximum allowed accumulation from all sources of annual leave accrual at any time unless one of the following exceptions is granted by the Director of Human Resources City Manager, or designate:
1. ~~An exception shall be granted by the Director of Human Resources~~ City Manager or his/her designate in the event that an injury or illness to the employee, or the employee serving on jury duty precludes that employee from using accrued annual leave. To be considered for this exception, the Director of Human Resources City Manager must be informed of the circumstances 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 which occurs during the period of time the employee was precluded from using annual leave due to the circumstances listed above. Payment for such annual leave shall be at the employee's current pay rate.
  2. ~~The Director of Human Resources~~ City Manager, or designate, shall grant an exception in cases where an employee's scheduled annual leave was canceled by the Chief of Police. To be considered for this exception the Director of Human Resources City Manager must be informed of the

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circumstances 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 circumstance, shall the amount of payment exceed the amount of vacation that was canceled by the Chief of Police.

### **SECTION 1820. SICK LEAVE, SICK LEAVE BUY BACK, MATERNITY LEAVE, AND BEREAVEMENT LEAVE [FROM 2009 SUPPLEMENTAL AGREEMENT]**

#### 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)~~ **forty-eight (48)** hours sick leave. Thereafter, **each bargaining unit** the employee shall be credited with ~~fifteen (15)~~ **eight (8)** additional hours sick leave for each additional full month of employment up to a maximum of ~~ninety six (96)~~ **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.~~
  - 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 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~~

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~~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.~~
- 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.
- ~~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.~~
- C ~~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.
- D ~~E~~. The City will amend its PERS contract pursuant to Government Code Section 20.862.8 to permit employees to credit accumulated 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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- E 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 OBGYN. Extensions shall be granted upon the recommendation of the attending physician and/or the employee's OBGYN regarding pregnancy related illness.
1. No employee will be penalized for time off due to her pregnancy or childbearing.
  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.
  3. Maternity leave must be requested in writing to the City Manager.
  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 pregnancy related extension is stipulated by the attending physician and/of the employee's OB-GYN.
  5. The employee shall have the option of using sick leave, annual leave, compensation leave, leave without pay, or emergency leave.
  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.
- E 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.
1. The employee notified the City of the purpose of his/her absence on the first day of such absence;
  2. The day of absence is one of the three (3) days commencing with the day of such death or the day immediately following the day of such death;
  3. The absence occurs on the day during which the employee would have worked but for the absence;
  4. The day of absence is no later than the day of such funeral, except where substantial travel time is required;
  5. The employee, when requested, furnishes proof satisfactory to the City at of the death, his/her relationship to the deceased, the date of the funeral and the employee's actual attendance at such funeral.

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- H. ~~An employee shall not be allowed to use sick leave for any work related illness or injury.~~

### **SECTION 1924. MEDICAL EXAMINATIONS**

- A. Whenever an employee sustains an injury or disability arising out of and in the course of his/her employment with the City, and by reason thereof becomes entitled to receive compensation under the Insurance Safety Act of the State of California or under any other State law, the employee shall be granted leave with pay while such disability continues but not to exceed one (1) year for any one injury or disability, provided, that such employee assigns to the City of Vallejo any compensation allowed him/her under the Workers' Compensation Insurance and Safety Act, or under any State law. Paid leave shall be granted regardless of the accumulated sick leave balance credited to the employee.
- B. If, in the opinion of the appointing authority, an employee is incapacitated from performing the duties of his/her position on account of sickness or injury, such employee may be required to submit himself/herself for examination to the City Health Officer or physician or other practitioner approved by the City Manager.
- C. If the report of such physician or physicians shows the employee to be in an unfit condition to perform his/her duties, the department head shall have the authority, subject to the approval of the City Manager, to compel such employee to take sufficient leave of absence as will be necessary to let him/her to perform the duties of his/her position; provided, however, that if such employee is eligible for disability retirement under the provisions of State law, the City Manager may direct the Director of Human Resources to submit the medical report of said physician or physicians to the Retirement Board for the purpose of considering the retirement of the employee for permanent disability.
- D. If an employee is required to submit to a medical exam, the employee shall be given a copy of the results once those results are provided to the department. This provision does not apply to psychological or psychiatric exams.

### **SECTION 202. HEALTH AND LIFE INSURANCE**

[From January 2009 Supplemental Agreement.]

#### **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 thereafter, 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~~

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~~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 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).~~
- ~~4. The eligible retiree annuitants must be members of the PERS Health Benefits Program at the time of retirement.~~
- ~~5. Eligible retiree annuitants will be those retired employees of the City who meet the requirements of PERS retirement.~~
- ~~6. If retiree annuitants are enrolled in both Part A (Hospital) and Part B (Medical), then the retiree annuitants shall participate in a Medicare supplementary program as provided for in Government Code Sections 22619 and 22859.~~
- ~~7. The City will provide an optical and eyeglasses plan to all employees and their dependents and shall pay the full cost of the plan. Effective July 1, 1996 the optical and eyeglass plan provided by the City shall provide the same or similar benefit levels to Vision Services Plan C.~~
- ~~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 the dependent of the surviving spouse (as determined by the IRS), whichever is later. This is subject to the rules and regulations of the various carriers of the health and welfare benefits.~~
- ~~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 dual 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~~

## CITY'S PROPOSAL TO VPOA ON OCTOBER 5, 2012

established through PERS Health Plan Services Division on a monthly basis in cash.

### B. ~~Life Insurance~~

- ~~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.~~
- ~~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.~~

### A. HEALTH INSURANCE

1. The City shall provide to all employees, retiree-annuitants, and dependents, the PERS Health Benefits Program subject to the following restriction.
2. At any time after publication of CalPERS' rates in 2013, the City may timely provide CalPERS with the requisite notice of its intention to terminate the City's participation in medical insurance coverage as determined by PEMCHA with an effective date no earlier than January 1, 2014.

### B. Current Employees

1. Effective July 1, 2013, the City shall continue to contribute \$300 monthly as the City's direct PEMHCA contribution toward medical premiums for employees and eligible dependents. The City shall also contribute \$600 through the Section 125 Cafeteria/Health Benefits Account. This money may be used for any purpose permitted by a Section 125 plan including health premiums and co-pays, dental premiums and co-pays, and other qualified benefits. Up to \$250 may be received as cash in accordance to section F below.
2. Effective January 1, 2014, if the City has terminated its participation in medical insurance coverage provided pursuant to the PEMHCA, the City shall provide employees with a contribution of \$900 toward the payment of health care insurance premiums and other qualified benefits through an alternative medical insurance coverage program. This alternative medical insurance coverage program may be a self-insured plan, a group health insurance plan, or through the state of California's Health Benefits Exchange. To the extent permitted by law, this contribution will be made through the Section 125 Cafeteria/Health Benefits Account.

## CITY'S PROPOSAL TO VPOA ON OCTOBER 5, 2012

3. Each year, employees shall file an election in writing during the month(s) of open enrollment as to how the monies in his or her Health Benefits Account are to be expended during the ensuing plan year for medical, dental (including orthodontics), life, and vision insurance. Thereafter, except for major life events (such as birth, death, or change in marital status) as provided in the Health Benefits Account Program, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
4. If the costs of an employee's selections exceed the City's monthly contributions, the employee may designate a portion of his/her wages to be deposited into the Health Benefits Account to cover the cost of such selections.
5. If the employee contributes additional monies to cover premiums for benefits provided through the Health Benefits Account, these additional contributions shall be made on a pre-tax basis to the extent permitted by law. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

### C. Retiree-Annuitants

1. The eligible retiree-annuitant must be members of the PERS Health Benefits Program at the time of retirement.
2. An employee in the bargaining unit and hired by the City on or before July 1, 2013 who retires within 120 days of his or her separation from the City and commences drawing retirement from PERS in accordance with all the qualifications set forth in Public Employment Retirement Law ("PERL") as to eligibility, enrollment and coverage, shall also receive \$300.00 per month as the City's contribution towards medical premiums.
3. For employees hired on or after July 1, 2013 and retiring thereafter, the City shall contribute one point five percent (1.5%) of the employee's base monthly salary toward a Medical-After-Retirement Account (MARA) while employed. The City will provide no other contribution towards retiree health care premiums for these employees. The employee receiving a contribution to a MARA is ineligible to receive the City's contribution of \$300 as listed above.
4. If retiree-annuitants are enrolled in both Part A (Hospital) and Part B (Medical) of Medicare, then the retiree-annuitants shall participate in a Medicare supplementary program.



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### D. Optical Eyeglass Plan

Effective July 1, 2013, the City shall continue to make an optical and eyeglass plan available to all eligible employees and their dependents. The full premium for such benefit shall be the responsibility of the employee. As provided for above, the employee may use a portion of the Health Benefits Account for this purpose.

### E. Survivor Benefit

The City agrees to continue payment for health and welfare benefits for surviving spouses 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 not 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.

### F. Waiver

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 from another source. An employee who waives the health coverage shall receive \$250 per month in a cash payment.

### G. Life Insurance

~~A. 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.~~

A. Effective July 1, 2013, employees may purchase a \$40,000 term life insurance policy with an accidental death and dismemberment (double indemnity) feature. The full premium for the purchase of life insurance shall be the responsibility of the employee. As provided for above, the employee may use a portion of the Health Benefits Account for this purpose.

## SECTION 213. DENTAL PLAN

~~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 percent (70%) coverage. The City shall pay the premium costs of such plan for all employees and their dependents.~~

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

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Effective July 1, 2013, the City shall continue to make a dental and orthodontic plan available to all eligible employees and their dependents. The full premium for such benefit shall be the responsibility of the employee. As provided for above, the employee may use a portion of the Health Benefits Account for this purpose.

### **SECTION 224. LEAVES OF ABSENCE**

- A. The City Manager may grant a regular employee leave of absence with or without pay not to exceed one (1) year, if either or both of the following should be found:
1. The employee's occupation during leave of absence will improve the proficiency of the employee in City employment and return of the employee is desirable and in the interests of the City.
  2. The employee's circumstance is such that the employee must resign, if leave is not granted and the performance of the employee is such that a return to City service is desired so that the inconvenience of the absence of the employee is thereby justified.
- B. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Civil Service Commission. Authority to grant leave of absence shall include authority to abrogate such leave of absence.
- C. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in a position of the same or equivalent class as that held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration or within a reasonable time after abrogation of leave or notice to return to duty shall be cause for dismissal.
- D. Failure to report at the expiration of a leave shall remove an employee from the service of the City.
- E. If an employee desires to report for duty prior to the expiration of a leave of absence, the employee shall notify the appropriate department head in writing and thereupon shall return within one week from the date of the receipt of the communication by the head of the department; provided, however, that if for reasons of economy in the opinion of the head of the department, it is not advisable to fill the position, or if it has been filled during the absence of the employee on leave, then the employee shall not return prior to the expiration of the leave of absence if so directed.

### **SECTION 235. UNAUTHORIZED LEAVE**

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

## CITY'S PROPOSAL TO VPOA ON OCTOBER 5, 2012

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

### **SECTION 246. MILITARY LEAVE**

- A. Military leave, as defined in State law, shall be granted to any regular employee. Any employee who is granted military leave may be paid at his/her regular rate to a maximum of thirty (30) calendar days, in any "calendar year," while on such leave.
- B. All employees entitled to military leave shall give the City Manager an opportunity, within limits of military regulations, to determine when such leave shall be taken. All persons who voluntarily enlist or otherwise enter the armed forces of this State or of the United States of America during time of war or for the duration of any limited or other national emergency as declared by the President or Congress of the United States or by the Governor of California shall, during the period of such service and for a period of six (6) months from and after the termination of such service, be on a leave of absence from the City and shall be entitled to return to the service of the City during the time so designated, to the same rank and position to which they would be or would have been entitled to in the event any change in personnel has occurred during the period of military leave; provided, however, that any such person is not, upon such return, either physically or mentally incapacitated from performing the duties of the position to which he/she is enabled to be restored. No such leave shall be allowed to any employee who is dishonorably discharged from any branch of the armed forces.

### **SECTION 257. RETIREMENT PLAN**

- 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 hired before January 1, 2013.
- B. ~~Effective July 1, 1990;~~ The City shall provide to those employees currently covered the Third Level of 1959 Survivor Benefit of Government Code Sections 21380-~~21387~~ 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 also provide to all employees the Fourth level of 1959 Survivor Benefit. ~~Effective as soon as practical.~~
- C. In addition to the full employee share, current bargaining unit employees, those hired before January 1, 2013, and lateral hires, those hired from other CalPERS agencies as defined in Government Code sections 7522 et seq., shall also contribute an additional 4.4% towards their PERS retirement benefit.

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[NOTE: IN THE EVENT THE PARTIES ARE UNABLE TO REACH AGREEMENT ON THE COST SHARE PROVISIONS, BOTH NEW LATERAL HIRES AND CURRENT BARGAINING UNIT EMPLOYEES SHALL HAVE THEIR SALARIES REDUCED BY 13.4% (LESS ANY PERS CONTRIBUTION THEY ARE ALREADY MAKING).]

- D. For new bargaining unit employees hired on or after January 1, 2013 that are new to the CalPERS retirement system, the City shall provide the California Public Employee Retirement System Local Safety 2% at 50 retirement program. In this and all other relevant respects, the City would comply with Government Code sections 7522 et seq. including but not limited to the employee cost-share, the cap on pension benefits, and the three year average for calculating final compensation. New bargaining unit employees shall pay 50% of the normal cost for their retirement benefit.

[NOTE: IN THE EVENT THE PARTIES ARE UNABLE TO REACH AGREEMENT ON THE COST SHARE PROVISIONS FOR ALL NEW HIRES, EMPLOYEES SHALL HAVE THEIR SALARIES REDUCED BY XX% (LESS THE EMPLOYEES' SHARE). THE CITY SHALL REQUEST THAT INFORMATION FROM CALPERS AND PROVIDE IT WHEN IT IS AVAILABLE.]

- E.G. ~~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.~~
- F.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.
- G.E. The City shall implement the provisions of section 414(h)(2) of the Internal Revenue Code ("IRC") for the employee contributions deducted from the salary of employees. This shall not be construed as a guarantee by the City of the existence or continuation of any tax benefits arising from this section of the IRC nor shall the City indemnify any employee against any loss that may result from any different interpretation, change or elimination of the relevant sections of the IRC.
- F. ~~The City of Vallejo shall contact the Public Employees Retirement System (PERS) and request a cost estimate for the optional 3% Annual Cost of Living Allowance Increase for retirees. If at any time during the term of this agreement, this benefit can be provided at no cost to the City of Vallejo the City shall contract with the Public Employees Retirement System (PERS) to provide this benefit. At any time during the term of this agreement, the Union can elect to purchase the benefit with the cost to be deducted from a scheduled annual salary increase.~~
- H.G. The City provides employees, at their option, to roll their leave-out pay, tax deferred into a 401A plan. ~~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 401 A or Insured Sick Option Plan (ISOP), provided such plan can be implemented within the deferred compensation and for Internal Revenue laws.~~

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- ~~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.~~

### **[ H. Pre-Retirement Death Benefit**

~~Effective as soon as practical The City's 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.~~

### **~~SECTION 28. POLICE VEHICLES~~**

- ~~A. All police vehicles shall be maintained in a mechanical condition which is at all times safe for police work.~~
- ~~B. A police vehicle may be determined by the employee assigned to operate the vehicle, and his/her immediate supervisor, to be unsafe. Such vehicle shall be taken out of service immediately and not assigned to any employee until the vehicle has been returned to a safe mechanical condition. The employee shall be assigned by the immediate supervisor to other duties while the vehicle is out of service.~~

### **[POLICE VEHICLES LANGUAGE TO BE MOVED TO GENERAL ORDERS]**

### **SECTION 269. SAFETY**

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

### **SECTION 2730. GRIEVANCE PROCEDURE**

- A. For the purpose of this Agreement, the term "grievance" means any dispute concerning wages, hours and working conditions with respect to the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement, as well as questions of arbitrability.
  1. Notwithstanding Subsection A above, matters for which another appeal or grievance procedure has been established by law, such as employee disciplinary actions under City Charter Sections 803(n) and 803(o), disability retirements, workers' compensation issues, and written reprimands shall be governed by applicable provisions of law, and not by this grievance procedure.
  2. Appeal of Disciplinary Action shall be subject to Section J of this Grievance Procedure.

## CITY'S PROPOSAL TO VPOA ON OCTOBER 5, 2012

- B. In the event a complaint has not been resolved by verbal discussion with the employee's supervisor designated for that purpose by the department head, the matter shall be resolved in the following manner:
1. **FIRST STEP**
    - 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.
    - b. 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.
    - c. 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.
    - d. 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.
  2. **SECOND STEP**
    - 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.
    - b. 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.
    - c. A written answer shall be given by the City's grievance committee to the grievant and the Association's grievance committee within five (5) regularly scheduled working days after the date of the Second Step meeting.

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

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designee, and shall be processed starting at the First Step of the grievance procedure.

- F. The City shall be promptly informed in writing as to the membership of the Association's grievance committee and any changes therein.
- 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.
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.
- H. Whenever 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.
- 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.
- 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 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 the 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 employees 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 alternately strike a name from the list (the winner of a coin toss to go



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second) and the last name remaining on the list shall be designated as 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" and 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.

### SECTION 2834. 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 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.~~

[From 2003 Supplemental Agreement.]

A. City employees who are official representatives of the Association shall be given reasonable time off with pay, in accordance with MMBA, to attend meetings with City Management representatives where matters within the scope of representation or grievances related to this unit are being considered. The use of release time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request an excused absence, prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for release time shall not exceed three (3) per recognized bargaining unit. ~~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~~

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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.

- 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.~~
- ~~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.~~

### **SECTION 2932. POLICE OFFICERS' EMPLOYMENT RIGHTS**

- A. Outside Employment
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, occupation or calling for compensation without first obtaining the approval of the Department Head.
  2. Off-duty employment will be approved subject to:
    - a. An absence of interference with the full and efficient performance of duty at all times.
    - b. The absence of a demonstrable conflict of interest between outside employment and City employment.
    - c. Outside employment must be covered under the State Compensation Insurance Fund, or a comparable insurance policy covering industrial accidents and injuries, said coverage to be approved by the Director of Human Resources.
    - d. Outside employment will not create any liability against the City.
    - e. No outside employment involving use of Police Department badge, uniform insignia, or peace officer authority is permitted; personnel are strictly prohibited from engaging in outside

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employment in any capacity which requires the officer to assume police officer status; outside employment as a uniformed security guard is not allowed.

### **SECTION 33. ~~EXISTING BENEFITS~~**

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

### **SECTION 304. VALIDITY OF AGREEMENT**

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

### **SECTION 315. OUT-OF-CLASSIFICATION ASSIGNMENT**

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

### **SECTION 326. POLICE DEPARTMENT GYM**

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

### **SECTION 337. EMPLOYEE ASSISTANCE PROGRAM**

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

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### ~~SECTION 38. PAYCHECK AVAILABIUTY~~

- ~~A. Paychecks shall be kept in a secure place and shall be made available at 12:01 a.m. on Friday paydays, providing no last minute general payroll problems have occurred. The City shall not be responsible for the security of the payroll checks after they have been released.~~

### SECTION 349. POST TRAINING

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

### SECTION 3540. PREGNANT OFFICERS - MODIFIED DUTY

- 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;
  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.
  3. Upon this notification, the Chief shall keep this information confidential.
- B. Pregnant officers shall not wear a uniform or be publicly identified as police officers after being placed on modified light duty.

### **~~SECTION 41. INTERNAL AFFAIRS INTERVIEWS~~**

- ~~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.~~
- ~~B. Information to be included during all Internal Affairs Interviews~~
- ~~1. Identify interviewing internal affairs officers.~~
  - ~~2. Have officer identify himself/herself, badge number and any other person who is present.~~
  - ~~3. The entire investigation concerning this incident and the tape recording are classified as confidential by the Chief of Police.~~
  - ~~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~~
  - ~~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.~~

**[INTERNAL AFFAIRS LANGUAGE TO BE MOVED TO GENERAL ORDERS]**

### **SECTION 3642: ADMINISTRATIVE APPEAL PROCEDURE FOR WRITTEN REPRIMANDS AND STANDARDS FOR REMOVAL OF DISCIPLINARY ACTIONS FROM SAFETY OFFICER'S FILE**

- A. Administrative Appeal Procedure of Written Reprimands**
1. An employee who has received a written reprimand may request an administrative appeal. To appeal a written reprimand, an employee shall notify the Office of the Chief of Police. Such notification shall be in writing

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and filed within ten (10) regularly scheduled working days of the date of the written reprimand.

2. Upon receipt of such notice, the Police Chief shall designate a neutral third party, which may be a Police Captain or other Police Department management official to hear the appeal. In the event the employee objects to the designation made by the Police Chief, the Human Resources Director will serve as the designated third party neutral.
3. The neutral third party designated to hear the appeal shall schedule a hearing within ten (10) working days of the date of the notice of appeal to the Police Chief. The parties may agree to waive this timeline by mutual agreement.
4. The appeal hearing before the neutral third party shall be informal. Formal rules of evidence shall not apply. The informal hearing shall be limited to providing the appellant with the opportunity to present a record of circumstances surrounding the imposition of the written reprimand and the opportunity to convince the City to reverse its course of action.
5. The neutral third-party shall have the authority to reverse, modify, or sustain the written reprimand. The decision of the neutral third-party shall be in writing, and shall be served on the appellant and City within twenty (20) regularly scheduled workdays from the close of the informal hearing.
6. The decision of the neutral third-party shall be final and binding. The decision is not subject to any further administrative review, nor is it subject to the provisions of Section ~~27~~30 of the labor agreement.

### **B. Removal of Disciplinary Action from Employee's Personnel File**

Disciplinary actions shall be removed from an employee's personnel file according to the following schedule:

1. Written Reprimands – Sustained or unappealed written reprimands shall be removed from the employee's personnel file two years from the date of issue, unless such written reprimand is used as part of a progressive disciplinary action taken within the two year period. In such case, the written reprimand shall be subjected to the schedule in subsection 2 below.
2. Suspensions, Fines or Demotions – Sustained or unappealed suspensions, fines or demotions shall be removed from the employee's personnel file five years from the date of issue or in the case of a sustained (or modified) appeal of such action by the Civil Service Commission, five years from the date of the decision of by the Civil Service Commission, unless such disciplinary action is used as part of a progressive disciplinary action taken within the five year period.

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For purposes of this Section the employee's personnel file shall mean those records normally maintained by the Police Department.

### **C. Reopener**

~~This supplemental agreement shall be reopened by the request of the VPOA one year from the date of ratification by the Vallejo City Council. Such request shall be in writing, directed to the City's Human Resources Director.~~

### **SECTION 3743. COMMUNICATIONS OPERATORS**

- 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.
- 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.

### **SECTION 3844. SAFETY VESTS**

- 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.
- B. Sworn personnel will be reimbursed the actual cost of the vest and a second cover not to exceed seven hundred dollars (\$700).
- 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.
- 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.
- 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.
- F. In the event the National Institute of Justice definition or standard for threat level II vest changes, the Department will recognize the new standard, and from that day forward newly hired officers and officers who have vests exceeding the serviceability life expectancy of the vest will be required to purchase vests meeting that new standard and will be reimbursed accordingly.

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

### **SECTION 3945. MODIFIED DUTY ASSIGNMENTS**

- A. When an employee who has suffered an on-duty injury or illness is medically cleared to return to less than full duty, the employee will be assigned to duties commensurate with the medical clearance, in either the shift he/she was assigned to at the time of the injury or illness during the first fourteen (14) calendar days of return to duty, or to a different shift schedule if the employee agrees. After fourteen (14) calendar days if the employee is not able to return to full duty, the employee may be assigned to a shift determined appropriate by the Chief of Police. In making the decision as to the shift assignment of the employee, the Chief of Police shall consider personal circumstances which may require that the employee be assigned to the same shift that the employee was assigned to at the time of the injury.
- B. Employees who have suffered an off-duty injury or illness, have been medically cleared to return to less than full duty, and have received a medical prognosis of full recovery, shall be assigned to duties commensurate with their medical clearance in a shift schedule which best meets the Department's needs as determined by the Chief of Police, or may continue to use sick leave during the term of his/her injury or illness based upon medical proof of the need to use such leave. The Department has the discretion to terminate such modified duty assignments after ninety (90) calendar days of the date on which the employee commenced modified duty service.
- C. Nothing herein shall be construed to mean that permanent modified duty assignments exist within the Police Department.

### **SECTION 46. — EVALUATIONS**

- A. ~~Each reviewing supervisor who wishes to make a comment about the employee's performance shall note the comments on an addendum to the initial supervisor's evaluation of the employee. The addendum shall be signed by the person(s) making the additional comments.~~
- B. ~~Nothing shall prohibit the Chief of police, or his/her designee, from completing as many special evaluations as deemed necessary for any employee during the course of any given year.~~

**[EVALUATIONS LANGUAGE TO BE MOVED TO GENERAL ORDERS]**

### **SECTION 47. — CITIZEN COMPLAINTS**

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



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- ~~B. Citizens' complaints that are not resolved informally shall be referred to the appropriate supervisor. If the unresolved complaint alleges misconduct which may result in disciplinary action or criminal proceedings against the officer, he/she shall be given notice and an opportunity to respond before the Department resolves the complaint.~~
- ~~C. Citizens lodging complaints against officers shall be requested to place the complaint in writing.~~

### [ALREADY COVERED BY GENERAL ORDERS]

### SECTION 408. SUBSTANCE ABUSE/DRUG TESTING

- A. It is intended that the Vallejo Police Department maintain a safe, healthful and productive work environment for all employees. To that end, there exists the prohibition of any chemical substance abuse, (e.g., alcohol, illegal drugs or prescription drugs) by sworn personnel which may have the potential to impair their ability to safely and effectively perform the functions of their assignments or which may increase the potential for accidents, excessive absenteeism, substandard performance, or poor employee morale which may endanger public safety. Police officers are held to a higher standard and the public's trust includes the expectation that that police officer be a leader in the war against drug and alcohol abuse.
- B. Generally
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.
  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.
  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.
  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.
- C. Permanent and Probationary Employee Chemical Testing
1. The Department may order, upon reasonable suspicion, an officer to submit to a drug or alcohol test based on the officer's conduct or 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.
  - b. An officer's refusal to obey an order to submit to drug or alcohol testing constitutes insubordination and may lead to discipline, up to and including termination.
  - 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.
  - 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.
- D. Special Circumstances Justifying Test in the Absence of Reasonable Suspicion
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:
    - a. When an officer is involved in the shooting of another person.
    - b. When an officer is involved in a vehicular accident resulting in serious injury, death or major damage to property.
    - c. When an officer is involved in any action which causes death, or great bodily harm to another.
- E. Testing Procedure
1. When drug use may be involved, the department may order the officer to take a urine test or blood test.
    - a. The urine drug test includes a first screen immunoassay (SYVA-EMIT) test confirmed by Gas Chromatography/Mass Spectrometry (GCMS).
    - 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 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 a person 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.

### SECTION 419. TERM OF AGREEMENT

[From January 2009 Supplemental Agreement.]

- A. This Supplemental Agreement shall become effective at 12:01 a.m. July 1, 2013 ~~February 1, 2009~~. This Agreement shall remain in full force and effect through June 30, 2014, 2, ~~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, 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 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.
- B. Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. To the extent items previously found in past practice, side letters, or the previous Memorandum of Understanding are not incorporated into this Memorandum of Understanding, they are not considered a part of this Memorandum of Understanding and are repudiated. Continuance of working conditions and practices not specifically authorized by General Orders, or by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

### SECTION 429 USE OF 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 in compliance with Government Code sections 21220 et seq. 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

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conditions contained herein, or other benefits offered by the VPOA. Annuitants will not be paid more than the top step police officer salary.

### **~~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.~~
- 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~~

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~~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.~~
- ~~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.~~