

**MEMORANDUM OF UNDERSTANDING**

**CITY OF VALLEJO  
and  
VALLEJO POLICE OFFICERS' ASSOCIATION**

**April 1, 2022 – June 30, 2026**

**City of Vallejo and Vallejo Police Officers' Association**  
**Memorandum of Understanding**  
**April 1, 2022 – June 30, 2026**

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**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, hereinafter referred to as the “VPOA or Association”, collectively sometimes referred to herein as the “Parties.”

THIS AGREEMENT 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 VPOA as the representative in matters pertaining to wages, hours, and other conditions of employment for those employees within the represented unit composed of the classified uniformed positions of Police Officer, Corporal, Sergeant, and Lieutenant and the exempt classification of Police Captain.
- B. The City agrees that it will not seek removal of listed classifications of Police Officer, Corporal, Sergeant, Lieutenant, and Captain from the represented unit, nor petition for the exemption of Police Officer, Corporal, Sergeant, or Lieutenant 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, color, ancestry, national origin, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military or veteran status, 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, color, ancestry, national origin, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military or veteran status, membership, participation or non-membership in the Association.
- C. The City and the 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. The 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. The 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 the VPOA with written

notice of its intent to disregard the provision, and will allow the VPOA the opportunity to discuss options to disregard certain provisions of the Agreement.

**SECTION 3: UNION SECURITY**

- A. An employee may at any time execute a payroll deduction authorization form (“Deduction Authorization Form”) as furnished by the VPOA. The VPOA will be the custodian of record for Deduction Authorization Forms and will provide the City with a written certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction or reduction is to be made (“Certified List”).
- B. The City will direct employee requests to authorize deduction(s), or requests to cancel or change status regarding such deduction(s), to the VPOA and shall rely on information provided by the VPOA regarding whether an authorization/change in deduction(s) has been properly requested by the employee.
- C. The City agrees to remit, twice monthly (24 payments per year) from the accrued wages of each employee; after all other required deductions have been made, the sum certified as VPOA dues, fees and assessments and deliver the said sum to the VPOA Treasurer. The amount authorized to be deducted may be changed by written request of the President of the VPOA.
- D. Consistent with state law, the VPOA shall indemnify and hold harmless the City, its officials, officers, and employees, for (1) any claims made by an employee for compelled deductions made in reliance on the Association’s Certified List or a Deduction Authorization Form, and (2) any claims made by an employee for deductions made in reliance on information provided by the VPOA regarding changes or cancellations to the deduction authorization.

**SECTION 4: NEW EMPLOYEES**

- A. Whenever the City hires a bargaining unit employee, it will inform the employee as soon as possible of the terms and provisions of this Agreement.
- B. Ten (10) days in advance of a scheduled new hire orientation, the City will notify the VPOA in writing of such appointment, giving the following information for the new employee: name, date of hire, job classification, home or personal cellular telephone number, personal email address (if on file with the City), and mailing address. When the City is unable to provide ten (10) days advance notice of an orientation to VPOA (e.g. when the orientation is scheduled less than ten (10) days ahead of time), it will notify VPOA as soon as practical. If VPOA is unable to attend an orientation due to inadequate notice, the parties will work to schedule an alternative time for VPOA to meet with employees.
- C. During the Department’s new hire orientation process, the VPOA will be given access to the employee during their normal working hours in coordination with the Training Manager (Professional Standards Division Sergeant).

**SECTION 5: PROBATIONARY PERIOD**

- A. All new employees who enter the City service designated as “lateral entry”, 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 Sections 5.A. and 5.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 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. This sub-section describes the Temporary Upgrade of a member to perform all of the functions of a higher classification. A Temporary Upgrade has the same

meaning as a “provisional promotion” as it was previously used in the Police Department but is different from the definition of “provisional appointment” in Section 802 of the City Charter.

Any person assigned in writing as a Temporary Upgrade to a classification within the unit represented by the VPOA who subsequently receives the next regular promotion to that same classification shall receive credit for all time worked as a Temporary Upgrade in that classification towards the completion of his/her twelve (12) month probationary period and the receipt of his/her next scheduled step increase based on the new anniversary date of when the member began the Temporary Upgrade. Members will continue to receive regularly scheduled step increases with satisfactory performance in their original classification while in a Temporary Upgrade.

1. A Temporary Upgrade will be differentiated from an out-of-classification (“acting”) assignment as covered in Section 7, in that a Temporary Upgrade shall exist for a longer period of time than is required to fill a temporary and unexpected vacancy. Examples of an out-of-classification assignment would include assignments caused by a regular supervisor’s absence due to illness, vacation, or other days off.
  2. Employees may serve in a Temporary Upgrade for a maximum of nine (9) months. Employees promoted to a higher position after serving a Temporary Upgrade in that position shall not receive credit for such Temporary Upgrade if sixty (60) days or more has elapsed between the end of their Temporary Upgrade and their appointment to the promotional position.
- 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 this subsection H may be waived at the discretion of the Chief of Police.

## **SECTION 7: 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 while assigned to a higher classification.

- B. The provisions of this Section shall not apply to those members in 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 8: 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.
  - (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.

### **C. Other Seniority Provisions**

- 1. 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.

2. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.
3. 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.
4. 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.
5. 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.

**D. Seniority List**

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 VPOA. 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.

**E. Team 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 officer 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.

**F. Vacation Selection**

1. All employees shall annually select first and second Vacation Leave periods during the months of November and December of each year on the basis of classification seniority and rank order within assignments.
2. The Chief of Police shall, during November of each year, designate the maximum number of employees, outside of the Patrol Division, who may be 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 (2) Corporals or Officers per squad shall be allowed off on vacation at any time, so long as the request to use vacation was made during the first vacation selection in November or December of the previous year. After the first vacation selection, if there is only one Corporal or Officer designated off on any of the following days, no second Corporal or Officer may be scheduled off during the second vacation selection:
  - New Year's Eve
  - New Year's Day
  - Fourth of July
  - Christmas Eve
  - Christmas DayAfter completion of the second vacation selection in November or December, future requests for time off may be denied if not requested at least fourteen (14) days in advance, even when fewer than two (2) Corporals or Officers are scheduled off, in accordance with procedures established by the Chief of Police.
7. Squad supervisors may deviate from this provision in allowing additional personnel off in accordance with procedures established by the Chief of Police.
8. During the life of this contract if and, when VPOA staffing reaches 100 filled positions (off training and approved to work solo), the above restrictions of this subsection F (related to the second vacation selection) for the five (5) holidays will be lifted immediately.

- G. 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/her representative, to be in the best interest of the Police Department.**

- H. In the event of a mid-year transfer (including a promotion coupled with a transfer), the employee shall be permitted to exercise their rank seniority including, but not limited to: team assignments, days off, and vacation. Employees whose team assignments/days off/vacations are affected by the transferring officer's exercise of seniority will also be permitted to exercise their seniority.

**SECTION 9: SALARIES**

**A. Salary Steps**

The number of salary steps in all classification ranges shall be six (6).

**B. Survey Methodology**

1. The parties used the following survey methodology for wage increases following the City's declaration of bankruptcy. The survey has not been used to establish wage increases since 2012. However, the parties have agreed to preserve the historical survey language and neither party is waiving arguments as to the use of surveys in future agreements.
2. For comparison purposes "salaries" will include only top step base salary (not including longevity steps) and employer paid member contributions to PERS ("EPMC") for the Police Officer classification.
3. The seven (7) survey cities are:
  - (a) Alameda
  - (b) Berkeley
  - (c) Daly City
  - (d) Hayward
  - (e) Oakland
  - (f) Richmond
  - (g) San Leandro
  - (i) 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.

- C. 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 Sergeants, 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 Sergeants in the Police Department's organizational structure.

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

**E. General Salary Increase**

1. The salary ranges for all classifications represented by VPOA shall be increased as follows upon full execution of this agreement (date of adoption):
  - (a) Effective the first full pay period after date of adoption, salary increase shall be ten and sixteen tenths percent (10.16%).

(b) Effective the first full pay period in July 2024, salary increase shall be three percent (3%).

(c) Effective the first full pay period in July 2025, salary increase shall be three percent (3%).

**F. One-Time Cash Payment**

1. One-time discretionary cash payment of the equivalent to eight percent (8%) of salary actually received per member for the first full pay period in April 2022 (pay period 9) through November 17, 2023, for regular employees in the bargaining unit. This payment is not subject to PERS and is not calculated based on overtime pay, cell phone allowance, uniform allowance, canine pay, firearms pay, management incentive pay, medical insurance flex, holiday buyback, or any other specialty pay not included on the City's salary schedule.
2. The one-time discretionary cash payment shall only be paid as follows:
  - (a) Permanent employees who were employed in a classification assigned to the bargaining unit effective the first full pay period in April 2022 or after, and continue to be employed in a classification assigned to the bargaining unit at the time of the disbursement.
  - (b) Employees hired after City Council approval of this MOU, and temporary employees, regardless of hire date, are expressly excluded from receiving this one-time discretionary cash payment.

**SECTION 10: OTHER SALARY PROVISIONS**

- A. The salary plan of the City as it may affect the classifications represented by the VPOA 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) at the Second or Third Step of the hiring rate if:
    - (b) labor supply is unusually restricted and employment cannot be accomplished otherwise, or
    - (c) the person to be hired is unusually well qualified,
    - (d) at the Fourth or higher Step of 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.
      - (i) 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:

| <b>Step</b> | <b>Time in step</b> |
|-------------|---------------------|
| 1           | Six (6) months      |
| 2           | Six (6) months      |
| 3           | One (1) year        |

|   |              |
|---|--------------|
| 4 | One (1) year |
| 5 | One (1) year |
| 6 |              |

2. First Step: Normal hiring rate with no prior job experience.
3. Second Step: Employee eligible after completion of six (6) months overall satisfactory work in the First Step or the equivalent of proven prior experience.
4. Third Step: Employee eligible after at least six (6) months overall satisfactory work in the Second Step or the equivalent of proven prior experience.
5. Fourth Step: Employee eligible after at least one (1) year overall satisfactory work in the Third Step or the equivalent of proven prior experience.
6. Fifth Step: Employee eligible after at least one (1) year overall satisfactory work in the Fourth Step or the equivalent of proven prior experience.
7. Sixth Step: Employee eligible after at least one (1) year overall satisfactory work in the Fifth Step or the equivalent of proven prior experience.

B. Change in Pay When Employees Change Classification

1. 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.
2. 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.
3. 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.

C. Hourly Pay Rates. The hourly rate of an employee shall be calculated by dividing his/her total monthly rate by the product of 4.333 and the number of hours in his/her normal work week.

D. 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, forty-three-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 twenty five (25) or thirty (30) minutes per day as specified above without advance written permission from the Chief of Police, or his/her 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.
4. Dog care time shall not be considered time worked for purposes of overtime under this agreement.
5. To the extent required by law, dog care time shall be included in determining the 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/her 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.

**E. Master Officer Program**

1. The Master Officer Program is intended to incentivize and reward exceptional service by employees of all ranks in the bargaining unit and is measured through years of service, performance standards, education, Peace Officer Standards and Training (POST), as well as performance of special assignments.
  - (a) Level 1. Bargaining Unit members who meet the following criteria shall receive five percent (5%) Master Officer Pay:
    - (i) Ten (10) years of service as a peace officer (830.1 or 830.2) with at least three (3) years of that service with the City of Vallejo;
    - (ii) Three (3) years serving in qualifying specialties, listed below, at any agency (must have at least two (2) specialties to qualify);
    - (iii) Fifteen (15) education units;
    - (iv) POST Intermediate Certificate;
    - (v) Maintain a performance standard of satisfactory or above.
  - (b) Level 2. Bargaining unit members who meet the following criteria shall receive ten percent (10%) Master Officer Pay:
    - (i) Fifteen (15) Years of service as a peace officer (830.1 or 830.2) with at least three (3) years of that service with the City of Vallejo;
    - (ii) Three (3) years serving in qualifying specialties, listed below, at any agency (must have at least 2 specialties to qualify);
    - (iii) Thirty (30) education units;
    - (iv) POST Advanced Certificate;
    - (v) Maintain a performance standard of satisfactory or above.

- (c) Qualifying Specialties.

- (i) The following specialties will qualify for Master Officer Pay. An employee must serve at least six (6) months in a qualifying specialty for it to count towards the three (3) year qualification. Equivalent specialties from other jurisdictions will meet the requirements for a qualifying specialty at the discretion of the Department.
- Investigations Division (including Crime Reduction Team, Crime Suppression Unit, Narcotics, Gang Task Force, Computer Crimes)
  - Emergency Services Unit (including Specialized Weapons and Tactics (SWAT), Hostage Negotiations Team (HNT) and assigned support members)
  - Emergency Vehicle Operations Course (EVOC) Instructor
  - Drug Abuse Resistance Education (DARE) Instructor
  - Community Services Section
  - Recruitment Team
  - Bomb Squad/Hazardous Devices Team
  - Field Training Officers (FTO); (includes Corporals; and Sergeants and Lieutenants, but only when assigned as Field Training Coordinators)
  - IA Investigator
  - School Resource Officer
  - Use of Force/Defensive Tactics Instructor
  - Rangemaster/Firearms Instructor
  - Canine Officer
  - Critical Incident Team (CIT)
  - Traffic Division
  - Bicycle Patrol
- (ii) The following certifications will be credited as six (6) months credit participation in a special assignment:
- POST Instructor (not otherwise enumerated)
  - Narcotics – Certified Expert Witness
  - Drug Recognition Expert (DRE)
  - Crime Scene Evidence Expert
  - Collision Reconstruction Certification
- (d) Application Process. Employees who desire to participate in the Master Officer Program must complete a department-approved application, including supporting documentation sufficient to allow the Department to verify they have met the requirements for the Master Officer Program. Pay will be effective the first full pay period following submission of a completed application and supporting documentation.
- (e) The Parties understand that Master Officer Pay meets the definition of “special compensation” under CalPERS Regulation 571(a)(1).
- (f) Longevity Pay is eliminated effective the first full pay period in November 2022 in exchange for Master Officer Pay. Master Officer Pay is pensionable effective first full pay period in April 2021 (pay period 9). Longevity Pay remains in effect until November 2022, but is no longer pensionable effective first full pay period in April 2021 (pay period 9).

## SECTION 11: SUPPLEMENTAL ALLOWANCES

- A. Cell Phone Expense. The City shall continue to reimburse members of the VPOA for the basic monthly cost of maintaining a cell phone. Such reimbursement shall be seventy-five dollars (\$75), which is deemed to be the expense incurred in maintaining the cell phone. Upon request of a supervisor, the employee shall provide proof of an active cell phone plan.
- B. Bilingual Pay. As of the Effective Date of this Agreement, any employee who is bilingual in an approved language as designated below shall receive an additional one percent (1%) incentive pay in addition to his/her base salary, provided the employee successfully completes the required proficiency exam. Vacation and sick leave pay for bilingual officers shall include the appropriate premiums for such assignment.
1. The City shall provide training materials such as CD's or computer programs which the employee can utilize to train on their own time.
  2. The proficiency exam shall be approved by both the VPOA and the City of Vallejo Human Resources Department.
  3. The maximum bilingual incentive pay shall be one (1%) percent.
  4. The Parties agree to limit the approved languages for Bilingual Pay to this list:
    - Spanish
    - Filipino-Tagalog
    - American Sign Language (ASL)
    - Korean
    - Chinese – Cantonese & Mandarin
    - Punjabi
    - Hindi
  5. Any members receiving Bilingual Pay as of the Effective Date of this Agreement for any language other than what is approved in this provision may continue the Bilingual Pay until no longer eligible or separated from employment.
- C. Management Incentive Pay. Due to the unique nature of the exempt position of Captain represented in this unit, the additional compensation as outlined below is applicable as follows. The Captains included in this unit shall be eligible to receive an annual benefit applied on a fiscal year basis equal in value to one hundred and twenty (120) hours of pay at the employee's base hourly rate in effect on July 1st of any fiscal year. The amount of this benefit shall be received as pay. The pay may be taken in one lump sum, bi-annually, or on a bi-weekly basis. Employees who are hired, promoted, or leave a position included in this representation unit during a fiscal year shall have this benefit prorated according to the period of time that they actually work in the position of Captain. The Management Incentive benefit payment shall reflect the first full pay period in July of each year. This benefit may be paid during any pay period of the employee's choosing with at least one (1) pay period's notice. Employees who are hired, promoted, or leave the position during a fiscal year shall have this benefit prorated according to the period of time that they actually worked in the position.



## SECTION 12: 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.
- 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 twenty-four-hour periods beginning at 12:00 a.m. on Saturday.
- C. A normal workday shall consist of ten (10) hours per day on the basis of a “4-10” work week for the Patrol Division. The normal workday shall consist of ten hours on the basis of a “4-10” workweek for the Crime Suppression Unit, the Traffic Division, Investigations Division, 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 workday shall consist of eight (8) hours per day on the basis of a five (5) day workweek. Included in the normal workday is a thirty (30) minute paid on-duty lunch period which shall be taken as directed by the Chief of Police.
  - 1. Notwithstanding other provisions of this Agreement, the Chief of Police retains the unilateral right to develop, administer and structure a “4-10” plan to meet the needs of the Department.
  - 2. An evaluation of the “4-10” plan shall be conducted by the Chief of Police using such criteria as he/she deems appropriate.
  - 3. For the Patrol Division, the Chief of Police retains the unilateral right to discontinue the “4-10” plan on the termination of this Agreement 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. For all other employees, the Chief of Police retains the unilateral right to discontinue the “4-10” plan on the termination of this Agreement.
- D. Once shift selection has been completed, work schedules (workdays and reporting times) shall remain in effect for a period of at least three (3) months except as provided in Subsections 12E, 12F and 12G 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 Parties 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 the 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/her 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 advance notice determined appropriate by the Chief of Police. A twenty-four (24) -hour 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 advance 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 (1.5x) for hours worked outside the normal schedule.

3. An officer's schedule shall not be changed under this section in excess of one (1) hour to avoid payment of court overtime.
  4. The City shall be reasonable in work schedule changes made under this section. It is understood that schedule changes shall be made in response to Department needs as determined by the Chief of Police.
- G. All employees may have their shifts, work schedules, hours of work, including days off, temporarily changed by the Chief of Police or his/her representative for the purpose of attending training. In such cases, the employees shall be given ten (10) calendar days' notice of the change. The objective under this subsection is to maximize the number of productive hours for the employee during the workweek 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 13: 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 (1.5x) the regular rate of pay and computed in one-half (1/2) hour (0.5) increments for an employee having worked at least fifteen (15) minutes of the half-hour (0.5), 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 activities. Such employees for any such overtime hours worked shall receive compensatory time off (CTO) 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 Department with due regard for the desires of the employees. For routine operational functions, all employees shall be treated 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 (CTO) based on an hour-for-hour equivalent for such treatment or evaluation received on a regularly scheduled workday. Said time off shall be taken from a contiguous shift and in accordance with the needs of Department. In the event that an employee cannot take that time off on a contiguous shift, the

employee shall be eligible to place the compensatory time (at straight time) on the books subject to the rules of the 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 to 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 per diem rates in accordance with the current City's Administrative Rule. This 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/her designee may require employees to provide overtime work, and employees may not refuse overtime assignments.
- F. Employees in the exempt classification of Captain are specifically excluded from the overtime provisions of this agreement. However, Captains may receive overtime pay at time and one-half (1.5x) for assignments that are directly charged to a third party.
- G. As of the Effective Date of this Agreement, members may cash out up to 100% of their compensatory time off (CTO) bank once per year at their regular rate of pay on the first full pay period in November, and each year thereafter for the life of this Agreement. Effective January 1, 2024, employees may accrue a maximum of 300 hours of CTO.

#### **SECTION 14: ON CALL, STANDBY, CALL BACK, AND COURT PAY**

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

required to be available to return to duty outside their normal working hours on a reoccurring and rotational basis as a result of their job assignment.

1. Employees assigned to On Call duty shall be paid at the rate of one (1) hour's pay at time-and-one-half (1.5x) for each eight (8) hours on call. On workdays, the period between 1700 and 0830 hours shall be considered sixteen (16) hours for this purpose.
  2. Insofar as possible, On Call duty shall be assigned on a rotational basis. For instance, On Call duty for detectives shall be rotated and evenly divided among those in the Division.
  3. If an On Call employee is called in to work, compensation shall be paid at time and one half (1.5x) for time worked, in addition to compensation provided in A. above, with a minimum of two (2) hours.
  4. Employees may arrange trades for On Call duty with approval of the employee's immediate supervisor with compensation paid to the employee who performs the On Call duty.
  5. An employee who is assigned to On Call duty shall (a) keep the on-duty supervisor informed at all times where the employee may be reached by telephone and (b) be available to report to duty within a reasonable time.
  6. An employee assigned to On Call duty who fails to comply with the telephone and availability conditions shall not receive On Call compensation for the On Call period and may be subject to disciplinary action, for just cause.
  7. On Call 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.
  8. On Call pay shall be paid in either compensatory time or pay, in accordance with the needs of the Department, with due regard for the desires of the employee.
- B. Standby. Employees may be assigned to standby duty by the Chief of Police or his/her authorized representative. Standby is defined as time when an employee who is not on call is required to be available to return to duty outside their normal working hours on an intermittent basis.
1. Standby is differentiated from "call back" in that the employee is notified a minimum of 24 hours prior to the event that they are required to report for duty at a specified time. Employees assigned to standby duty shall be compensated at the overtime rate of time-and-one-half (1.5x) for all such hours with a minimum of two (2) hours compensation, even if the employee is ultimately not required to return to work.
  2. Example 1. Employee A is placed on standby duty on their regular time off and is called in for one (1) hour of work. Employee A is entitled to two (2) hours of standby pay.
  3. Example 2. Employee B is placed on standby duty on their regular time off but is called off before returning to work. Employee B is entitled to two (2) hours of standby pay.
- C. Call Back. Employees called back to duty during off-duty hours shall be compensated at the rate of time and one-half (1.5x) 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 (1.5x).

- D. Court. 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 (1.5x) 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. 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 is involved.
  2. An employee who is subpoenaed to court shall telephone a City maintained answering machine between the hours of 5 p.m. 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 on their time off canceled or rescheduled to a subsequent day shall receive two (2) hours pay at the rate of time and one-half (1.5x) as a rescheduling/cancellation fee for such occurrence. No more than one (1) rescheduling fee shall apply per day and it will not be necessary for the employee to appear or stamp his/her subpoena at the District Attorney's office to receive such payment. Time off is defined as hours outside of the employee's regularly assigned duty hours.
  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 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 15: HAZARD DUTY PAY**

- A. Motorcycle Duty. Any employee regularly assigned to motorcycle duty shall receive an additional 2.5% incentive pay in addition to his/her base salary.

Vacation and sick leave pay for officers assigned to motorcycle duty shall include the appropriate premiums for such assignment. Any employee assigned to motorcycle duty on a part-time basis shall receive an additional two dollars (\$2.00) for each shift so assigned.

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

## **SECTION 16: 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 of town is required by Department business and covers a normal meal.
  - 2. VPOA members will be reimbursed at the same rate as other City employees.
- 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.

## **SECTION 17: UNIFORM ALLOWANCE**

- A. The uniform allowance shall be \$1,142 for all employees. Effective January 1, 2024, the method of payment will change from an annual lump-sum on the first regular paycheck in December of each year to \$95.17 paid each month. It is understood and agreed that said uniform allowance is a reimbursement for costs incurred by employees during the entire calendar year in which payments are made. It shall be the responsibility of the employee to see that uniforms are kept clean and in good repair.
- B. Any employee separated from employment or retired during the year is not entitled to any subsequent uniform allowance not already paid. The below subsections shall only apply through the first regular paycheck in December 2023 and then subsequently not applicable.
  - 1. Any employee dismissed from City service shall not be eligible for a uniform allowance for the calendar year in which dismissal occurs.

2. Members separating from employment or retiring before the first regular payday in December in a 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 in the calendar year.

## **SECTION 18: HOLIDAYS AND HOLIDAY PAY**

- A. Employees shall be entitled to 140 hours of holiday leave at time and one half (210 hours) of base-rate pay. Employees shall have the right to elect on or before November 1st of each year the number of hours up to 75 (five 10-hour holidays at time and one half) to be paid in one lump sum on the first regular payday in December of the year following said election. 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:
  1. New Year's Day
  2. Martin Luther King, Jr. Day
  3. Lincoln's Birthday
  4. Washington's Birthday
  5. Memorial Day
  6. Juneteenth
  7. Independence Day
  8. Labor Day
  9. Admissions Day
  10. Indigenous Peoples' Day
  11. Veterans Day
  12. Thanksgiving Day
  13. Friday after Thanksgiving Day
  14. Christmas Day
- C. Holidays shall be computed as follows:
  - 10 hours = 1 holiday
  - 10 hours x 14 holidays in a calendar year = 140 hours
  - 140 hours x 1.5 (time and one-half) = 210 hours accrued/year
  - 210 hours / 26 pay periods = 8.08 hours accrual/pay period
  - Holiday payout will be paid at straight time after the above conversion for accumulated holiday leave.
- D. Each member will be credited with 20 hours at time and one half (30 hours total) for Juneteenth from calendar years 2021 and 2022 at the Effective Date.

## **SECTION 19: EDUCATIONAL INCENTIVE PAY PROGRAM**

- A. Employees Covered
  1. All employees shall be entitled to receive an additional three percent (3%) of salary per month if they have obtained an Intermediate Certificate issued by the California Commission on Peace Officer Standards and Training (POST). Employees shall be entitled to receive an additional five

percent (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.

The first award for all classifications shall be the three percent (3%) per month and the second award shall be five percent (5%) per month.

2. Employees are eligible for payments under this subsection upon completion of the probationary period.
- B. The Educational Incentive Benefit shall be included in the computation of overtime.
- C. Upon meeting the requirements, educational incentive pay shall be retroactive to the first pay period following application by the employee.

**SECTION 20: ANNUAL LEAVE**

- A. Employees covered by this Agreement shall be entitled to accumulate Annual Leave in accordance with the following per pay period schedule based on years of continuous service:

| <b>Years of Continuous Service</b> | <b>Accrued Annual Leave</b> |
|------------------------------------|-----------------------------|
| 0 through 4                        | 3.08 Hours                  |
| More than 4 through 12             | 4.62 Hours                  |
| More than 12 through 20            | 6.15 Hours                  |
| More than 20 through 26            | 7.38 Hours                  |
| More than 26                       | 8.62 Hours                  |

- B. The Annual Leave and Holiday Leave accruals will be capped at the following levels:
1. Employees hired before February 1, 2009, are eligible to accumulate Annual Leave up to the amount which can be accumulated in four (4) years.
  2. Employees hired on or after February 1, 2009, are eligible to accumulate Annual Leave up to the amount which can be accumulated in three (3) years.
- C. 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, or designee:
1. An exception shall be granted by the Director of Human Resources or designee 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 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 rate of pay.

2. The Director of Human Resources or designee 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 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 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.

D. Annual Leave and Holiday Leave balances will be aggregated and reported on the members' pay stubs as a sum.

## **SECTION 21: SICK LEAVE, SICK LEAVE BUY-BACK, AND BEREAVEMENT LEAVE**

### **A. Sick Leave Accrual.**

1. All employees shall accrue one hundred twenty (120) hours of sick leave per year.
2. Sick leave accrual shall begin from the first day of employment and employee may begin to use accrued sick leave for bona fide illness or injury after the sick leave has been accrued.
3. Whenever an employee is granted and uses sick leave, the number of hours which occur during said leave based on the employee's scheduled workday shall be subtracted from the accumulated sick leave balance. 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 D, below.
4. Employees hired before February 1, 2009, who elected to freeze their old Sick Leave Bank shall be credited with ten (10) hours of 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 options:
    - (i) Maintain existing sick leave accrual/cash out policy as it existed prior to this agreement (i.e., 10 hours accrual per month with an option to cash out per C. below); or
    - (ii) Freeze his/her existing bank subject to the cash-out policy existing prior to this 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 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.]
  - (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 workday, shall have only 10 hours deducted from his/her sick leave balance. The intent of this provision is to ensure that each employee receives a full 12 sick days per year.
- C. Sick Leave Buy-Back.

This section was eliminated on January 1, 2014. However, elimination of this section is not intended, and shall not impact any sick leave accrued before January 1, 2014, including either sick leave which is eligible to be bought back by the City or which is eligible to be credited towards retirement service credit. After ten (10) or more years of continuous service, any employee hired before January 1, 2009 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 accumulated prior to January 1, 2014, 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. PEPRAs are only entitled to convert sick leave accruals to retirement service credit.
- 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 designee 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.

- E. The City will amend its CalPERS contract pursuant to Government Code Section 20.862.8 to permit employees to credit accumulated sick leave towards retirement service credit when retiring at time of separation. Prior to calculating retirement service, pay for unused sick leave received by employees under Subsection 21.C shall be deducted from accumulated sick leave hours.
  
- F. Bereavement Leave.  
Each employee occupying a permanent position shall be eligible for Bereavement Leave up to a maximum of five (5) working days, including three (3) paid, per bereavement for the death of the employee's spouse, domestic partner, parent, brother, sister, child, grandparent, or grandchild or the corresponding relations by affinity provided that:
  - 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 of the death, his/her relationship to the deceased, the date of the funeral and the employee's actual attendance at such funeral.
  
- G. An employee shall not be allowed to use sick leave for any work-related illness or injury.

## **SECTION 22: FAMILY AND MEDICAL LEAVE**

- A. The City complies with all State and Federal Laws regarding Family and Medical Leave, including Pregnancy Disability. The relevant laws under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) entitle employees to up to 12 weeks of unpaid leave for their own serious health condition, or to care for a family member with a serious health condition. This includes time off to “bond” with a child after birth, adoption or foster care placement. Additionally, employees are entitled to Pregnancy Disability Leave (PDL) under California law related to disabilities resulting from pregnancy or childbirth.
- B. The City additionally complies with State and Federal laws regarding modified duty and reasonable accommodation, and will work with the employee through the interactive process to determine appropriate accommodation.
- C. While Family and Medical Leave under the FMLA is unpaid leave, employees may be eligible for wage-replacement benefits, such as worker’s compensation or disability benefits (if applicable). Employees may use available accrued leave balances to supplement their unpaid leave under FMLA. Using paid leave will not extend an employee’s leave under FMLA and an employee cannot receive

more than 100% of their normal base pay through the combination of leave banks and any wage replacement.

- D. Employees on maternity leave may choose to use sick, vacation, compensatory time, or other available leave banks, however, they must exhaust all available leave banks before going on leave without pay. Exception, if an employee is receiving wage replacement disability benefits, they will not be required to use leave banks during the FMLA/CFRA covered period.

### **SECTION 23: 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(s) 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 become fit 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(s) 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.
- E. The parties agree to commence discussion about potential Workers' Compensation Carveout for VPOA members. Discussions with the City shall commence no later than January 1, 2024.

### **SECTION 24: HEALTH AND LIFE INSURANCE**

- A. Health Insurance
  - 1. The City shall provide, during the applicable term, to all eligible employees, retiree-annuitants, and dependents, the CalPERS Health Benefits Program subject to the following restrictions.
  - 2. For all active employees -
    - (a) The City will contribute the required PEMHCA minimum contribution plus the difference between that and 75% of the Kaiser Bay Area (Kaiser Region 1) rate through a flexible benefits plan. The City's

- contribution through the flexible benefits plan shall be limited for use for medical premiums. The employee shall be responsible for any premium cost in excess of the total City contributions set forth above.
- (b) Employees who retire from the City of Vallejo at the same time as separation from City employment shall receive retiree medical benefits in the form of a monthly City-paid PEMHCA contribution in an amount prescribed by the below vesting schedule:
    - (i) 0-9 years completed continuous Vallejo service: \$149 (or current PEMHCA minimum)
    - (ii) 10+ years completed continuous Vallejo service: \$500
  - (c) Employees who medically retire from the City of Vallejo at the same time as separation from City employment with an Industrial Disability Retirement, as certified by CalPERS, will have the above 10-year vesting requirement waived and shall receive retiree medical benefits of \$500 per month.
3. For all active employees, regardless of date of hire, the City will provide an optical and eyeglasses plan to all employees and their dependents and shall pay the full cost of the plan. Effective July 1, 1996, the optical and eyeglass plan provided by the City shall provide the same or similar benefit levels to Vision Services Plan C.

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 twenty-six (26), if required under the law for current definition of dependent, or is no longer the dependent of the surviving spouse (as determined by the IRS). This is subject to the rules and regulations of the various carriers of the health and welfare benefits.

- 4. Active 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 coverage under another plan, which meets the requirements provided in law. An employee who waives the health coverage shall be paid \$250 per month.
- B. Life Insurance
- 1. 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. 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.
- C. Retiree Health Savings Account (RHSA)
- At date of adoption of this Agreement, the City will discontinue contributions designated as RHSA for any and all members. Monies previously contributed by the City on the members' behalf will be rolled over to current individual members' MissionSquare accounts at members' requests and be accessible pursuant to state and federal regulations, including inactive accounts still held for previous members.

1. The City will provide the VPOA the names of any previous employees who have an accounting of RHSA funds in the Finance database. Within 90 days of receiving the provided names, the VPOA shall provide the City with the necessary information on previous employees to establish an RHSA account. If the City is not provided the above requisite information on any previous employees within 90 days, the money in any of the applicable holding accounts accounted for RHSA will be forfeited.
2. The required information to be provided to the City is the following:
  - Name
  - Social Security Number
  - Date of Birth
  - Date of Hire
  - Current Address
  - Current Email Address

## **SECTION 25: DENTAL PLAN**

- A. The City shall maintain the existing dental plan to a yearly maximum of \$2,000 for out of network and \$2,100 for in-network. Bridgework is up to seventy percent (70%) coverage. The City shall pay the premium costs of such plan for all employees and their dependents.
- B. The City shall maintain the existing orthodontic plan and provide 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.
- C. 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 employer. As provided for above, the employee may use a portion of the Health Benefits Account for this purpose.

## **SECTION 26: 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.
  3. Employees will not be permitted to use a leave of absence to work as a Police Officer for another agency.
- 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 revoke 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 revocation of leave or notice to return to duty shall be cause for dismissal.

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

- D. 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 (1) 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 27: UNAUTHORIZED LEAVE**

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

- A. Military leave, as defined in State law, shall be granted to any regular employee consistent with City Council Resolution 19-029.
- 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.
- C. All persons who voluntarily enlist or otherwise enter the Armed Forces of the State of California 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 entitled to be restored. No such leave shall be allowed to any employee who is dishonorably discharged from any branch of the Armed Forces.

## **SECTION 29: RETIREMENT PLAN**

- A. The City shall provide the California Public Employee Retirement System (CalPERS), Local Safety “3% at 50” retirement program to all eligible members of the represented unit who are not “new members” as defined by CalPERS. Employees in this tier, pay the full statutory member contribution of nine percent (9%) on a pre-tax basis to the extent permitted by law.
- B. For “new members,” as defined by CalPERS, hired on or after January 1, 2013, retirement benefits shall be the PEPRA Local Safety Members “2.7% at age 57” formula, highest three (3) years. New employees pay the full statutory member contribution of one-half normal cost (as determined by CalPERS) on a pre-tax basis to the extent permitted by law.
- C. Optional Benefits  
The City shall provide:
  - 1. Third Level of 1959 Survivor Benefit (The \$2.00 per month cost shall be borne by the employee).
  - 2. Fourth level of 1959 Survivor Benefit.
  - 3. Military Buyback: Bargaining unit members may "buy back" time served on active duty with the United States military prior to employment with the City according to CalPERS rules and regulations on a cost-neutral basis to the City.
- D. All employee contributions required by CalPERS shall be made by the City of Vallejo by deducting the amount of the total CalPERS employee contribution from the salary of the employee.
- 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 provides employees, at their option, to roll their final payout tax deferred into a 457 plan or Insured Sick Option Plan (ISOP). Final payout means all monies to which an employee is entitled as of the date of separation.
- G. Pre-Retirement Death Benefit  
The City shall continue to include in its contract with CalPERS the Pre-Retirement Optional Settlement 2-W Death Benefit set forth in Government Code Section 21548, for represented employees.

## **SECTION 30: 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.

### **SECTION 31: SAFETY EQUIPMENT**

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 32: 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.
  
- 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.

**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 President will then attempt to agree on a third arbitrator for the Board. If agreement does not occur, 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 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 the identification of those instances cited in Section 32 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.

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

Commission, the Commission's rules and regulations pertaining to the appeals shall apply.

3. Selection of Arbitrator

Within ten (10) calendar days after notice of appeal electing arbitration, the City and VPOA representative shall attempt to agree on an arbitrator. If there is no agreement, the City shall request a list of seven (7) arbitrators from the State of California, Department of Industrial Relations, Mediation and Conciliation Service. Within ten (10) days of receipt of such list, the employee or the employee's representative shall meet with the Human Resources Director or his/her representative to select an arbitrator from the list provided. The City and the employee (or his/her representative) shall alternately strike a name from the list (the winner of a coin toss to go second) and the last name remaining on the list shall be designated as arbitrator.

4. Hearings

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

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

6. Fees and Expenses

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 33: ASSOCIATION BUSINESS**

- A. A reasonable number of officers and committee members of the Association shall be granted leave from duty up to a maximum of six hundred (600) hours per year which shall be over and above that permitted by State law (Government Code Section 3505.3) for purposes of collective negotiations, to participate in the conduct of Association business; provided, however, that the leave balance shall not be carried over from calendar year to calendar year. In order to qualify for leave under this subsection, the events or reasons for requesting the leave must be directly related to the negotiation and administration of this collective bargaining agreement, the administration of Association business, education of officers and committee members of the Association, or the annual PORAC conference. Specifically excluded from consideration for leave under this subsection are events, which are political, social, or fund-raising activities of the Association.
- 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 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 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 34: 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 Chief of Police.
- 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 Department badge, uniform insignia, or peace officer authority is permitted. Personnel are strictly prohibited from engaging in outside employment in any capacity which requires the officer to assume police officer status. Outside employment as a uniformed security guard is not allowed.

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

#### **SECTION 35: EXISTING BENEFITS**

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 36: VALIDITY OF AGREEMENT**

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 37: POLICE DEPARTMENT GYM**

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 38: EMPLOYEE ASSISTANCE PROGRAM**

The City will provide an Employee Assistance Program. Such program provides to each employee and eligible dependents a total of twelve (12) visits each, per 12-month rolling calendar year.

**SECTION 39: DIRECT DEPOSIT**

All employees covered by this Agreement shall participate in the City's automatic payroll deposit program. The City shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

**SECTION 40: POST TRAINING**

- A. The development of all officers should be a priority for the Department. POST training in the form of the Perishable Skills Program (PSP), basic competency courses, and optional training should be afforded to all members. This section seeks to identify the roles and responsibilities of the Department and the members.
- B. Required POST training shall be provided, and kept track of, by the Department Training Manager. POST standards require that all sworn members receive 24 hours of POST mandated perishable skills training every 24 months. The Department shall ensure that all members are in compliance with POST standards.
- C. It is the responsibility of the Department to ensure that members who are not in compliance or will not be in compliance during the 24-month window, are brought into compliance.
- D. Members should also have the opportunity to increase and expand their skills and competency by requesting a course relevant to their assignment. An employee shall not be prevented from requesting a course exceeding forty (40)

- hours in length, POST approved or Non-POST approved, every twelve (12) months. The Training Manager shall have the final resolution of any request.
- E. Members shall submit said requests via their chain of command as soon as practicable during the calendar year. The request shall take into account location of the course, cost, and the benefit to the Department.
  - F. Members shall be directed to the POST website for course selection ideas.
  - G. Reimbursement may be considered as a factor for approval.
  - H. Members who have successfully completed their initial probationary period shall attend certain courses to increase competency as entry level patrol officers. These courses shall include:
    - 1. Basic Traffic Collision Investigation;
    - 2. 11550 H&S/Drug Abuse Recognition;
    - 3. Standardized Field Sobriety Tests and Advanced Roadside Impairment (SFST and ARIDE);
    - 4. Interviewing and Interrogation;
    - 5. Any other course that may be relevant to the development of an entry level police officer.
  - I. 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 41: INTERNAL AFFAIRS INTERVIEWS**

- A. Internal Affairs investigations will be conducted consistent with the Public Safety Officers Bill of Rights, California Government Code Section 3300 et seq. Prior to an internal affairs interview, the officer shall be advised of his/her 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 investigator.
  - 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 unless otherwise required by law or policy.
  - 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.

**SECTION 42: ADMINISTRATIVE APPEAL PROCEDURE FOR WRITTEN REPRIMANDS AND STANDARDS FOR REMOVAL OF DISCIPLINARY ACTIONS FROM OFFICER'S FILE**

- A. Administrative Appeal Procedure of Written Reprimands in accordance with Government Code Section 3304(b):
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 and filed within ten (10) regularly scheduled working days of the date of the written reprimand.
  2. Upon receipt of such notice, the Chief of Police shall designate a neutral third party, which may be a Captain or other Department management official to hear the appeal. In the event the employee objects to the designation made by the Chief of Police, 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 Chief of Police. 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 32 of this Agreement.
  7. Nothing contained in this section shall limit any rights of a safety employee under Government Code Section 3300-3311.
- 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, Suspensions, Fines or Demotions – Sustained or non-appealed written reprimands, suspensions, fines, or demotions related to any complaint made by the public shall be removed from the employee's personnel file fifteen (15) years from the date of issue and where there is not a sustained finding, five (5) years unless such discipline is used as a part of a progressive disciplinary action taken within the fifteen or five year period, as applicable.
  2. Sustained or non-appealed written reprimands, suspensions, fines, or demotions originating internally and not by a complaint from the public shall be removed from the employee's personnel file four (4) years from the date of issue.



In the case of a sustained (or modified) appeal of such suspension, fine or demotion action by the Civil Service Commission or other appellate body where the original complaint was internal and not from a member of the public, the removal will be five (5) years from the date of the decision of the appellate body, unless such disciplinary action is used as part of a progressive disciplinary action taken within the five year period.

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

### **SECTION 43: COMMUNICATIONS OPERATORS**

- A. Communications Operators in the police dispatch position shall answer telephones only when all other operators are busy. Under no circumstances will Communications Operators 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 44: SAFETY VESTS**

- A. All sworn uniformed personnel represented by the VPOA, 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 IIIA, and the vest will have bullet resistant panels in the front and rear of the vest.
- B. The Department will provide a voucher for replacement vests prior to the expiration date of the employee's current vest. The voucher will cover purchase of a vest at the equivalent of level of IIIA (for example, Galls SE Series IIIA Body Armor NIJ Number LXIIIA). If the employee desires a higher level of protection, the employee will pay the excess.
- C. 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.
- D. 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.

### **SECTION 45: 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, who 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 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.

#### **SECTION 47: CITIZEN COMPLAINTS**

- A. When a logged citizen 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.
- B. Citizen 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.

#### **SECTION 48: SUBSTANCE ABUSE/DRUG TESTING**

- A. It is intended that the Department maintain a safe, healthy, 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 police officers be leaders 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 himself/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 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 authority.
  - (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. 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.

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 49: USE OF ANNUITANTS**

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

**SECTION 50: TERM OF AGREEMENT**


- A. This Agreement shall become effective at 12:01 a.m. following date of full execution (Effective Date). This Agreement shall remain in full force and effect through June 30, 2026, and from year-to-year thereafter, unless either party shall have given written notice to the other of its desire to amend or terminate this Agreement not less than six (6) months prior to June 30, 2026, or any subsequent anniversary date of this Agreement. The parties may at any time mutually consent to extend this Agreement for a specific period. Upon giving the notices provided herein, the Parties shall meet, collectively negotiate, and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Should the Parties fail to agree upon said requested amendments and changes, then the matter shall be determined in accordance with the City Charter. There shall be no strikes, lockouts, or stoppages of work during the life of this Agreement.

**FOR THE CITY OF VALLEJO:**

*Aaron F Slater*  
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Aaron Slater  
Negotiator

Date: 12/1/23

**FOR THE VALLEJO POLICE OFFICERS' ASSOCIATION:**

  
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Michael W. Nichelini  
President, VPOA

Date: 1 Dec 23