

LABOR AGREEMENT BETWEEN

THE CITY OF VALLEJO

AND

THE VALLEJO POLICE OFFICERS ASSOCIATION

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TABLE OF CONTENTS

SECTION 1:	RECOGNITION.....	1
SECTION 2:	NO DISCRIMINATION.....	1
SECTION 3:	DUES DEDUCTION.....	2
SECTION 4:	HIRING.....	2
SECTION 5:	PROBATIONARY PERIOD.....	2
SECTION 6:	PROMOTIONS	3
SECTION 7:	SENIORITY.....	5
SECTION 8:	SALARIES.....	10
SECTION 9:	OTHER SALARY PROVISIONS.....	11
SECTION 10:	SUPPLEMENTAL ALLOWANCES	14
SECTION 11:	HOURS OF WORK.....	14
SECTION 12:	OVERTIME	16
SECTION 13:	STANDBY, COURT, AND CALL BACK PAY	18
SECTION 14:	HAZARD DUTY PAY	21
SECTION 15:	OUT OF TOWN EXPENSES.....	21
SECTION 16:	UNIFORM ALLOWANCE.....	22
SECTION 17:	HOLIDAYS AND HOLIDAY PAY	22
SECTION 18:	EDUCATIONAL INCENTIVE PAY PROGRAM	23
SECTION 19:	ANNUAL LEAVE.....	24
SECTION 20:	SICK LEAVE, SICK LEAVE BUY-BACK, MATERNITY LEAVE, AND BEREAVEMENT LEAVE	25
SECTION 21:	MEDICAL EXAMINATIONS.....	27
SECTION 22:	HEALTH AND LIFE INSURANCE	28
SECTION 23:	DENTAL PLAN	29
SECTION 24:	LEAVES OF ABSENCE.....	30
SECTION 25:	UNAUTHORIZED LEAVE.....	31
SECTION 26:	MILITARY LEAVE.....	31

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

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

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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 "Association", is intended to define the wages, hours and working conditions of that group of employees hereinafter identified during the term hereof and upon ratification and approval by the City Council of the City of Vallejo.

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SECTION 1: RECOGNITION

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

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SECTION 2: NO DISCRIMINATION

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

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

48 SECTION 3: DUES DEDUCTION

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

62 SECTION 4: HIRING

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

68 SECTION 5: PROBATIONARY PERIOD

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

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

83 **SECTION 6: PROMOTIONS**

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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.

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1. In the event that there are no names on a reserve or re-employment 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 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.

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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.

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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.

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

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

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

167 SECTION 7: SENIORITY

168 A. Seniority Defined

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

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

180 B. Seniority Credit

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

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

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

- 190 b. Absence during authorized vacation period.
- 191 c. Absence on leave for active service in the armed
192 forces of the State of California or of the United States
193 of America.
- 194 d. Absence on leave to accept exempt employment in
195 any department, office or bureau of the City, not to
196 exceed one (1) year of credit.
- 197 e. Absence on leave to accept temporary emergency
198 employment.
- 199 f. Absence on leave to serve the probationary period in
200 a new class in the event the employee does not
201 complete the probationary period due to a layoff.
202 Seniority shall be allowed only in the new class upon
203 subsequent completion of the probationary period in
204 the new class.
- 205 g. Absence on leave made necessary by injuries in the
206 line of duty.
- 207 h. Absence on leave with pay made necessary by inju-
208 ries not sustained in the course of City employment.
- 209 i. Absence on leave while on loan to another agency if,
210 in the opinion of the City Manager, the City service
211 stands to benefit from the specific experience
212 obtained from such other employment or activity.
- 213 3. Other Seniority Provisions
- 214 a. In computing length of service, all periods of absence
215 without pay from the service of the City in excess of
216 thirty (30) calendar days, notwithstanding the reason
217 or necessity therefor, shall be deducted and no
218 seniority credit granted with the exception of recall to
219 active military service which shall be in compliance
220 with Federal law.
- 221 b. Seniority credits for periods of absence from one
222 class in order to temporarily fill in another position
223 shall be credited in the former position.

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

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

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

240 C. Seniority List

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

250 D. Team Assignments

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

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

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

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

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E Vacation Selection

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

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

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3. The selection of vacation periods may not be divided into segments of less than forty (40) or more than one hundred sixty (160) hours without the consent of the Chief of Police.

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4. One Patrol Division Sergeant or Lieutenant per watch shall be on regular assigned duty at all times.

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5. On the first and second vacation selection of more than forty (40) hours, the Sergeant will not be grouped with Officers.

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

334 **SECTION 8: SALARIES**

- 335 A. Wages for members of the bargaining unit shall be increased by
336 six and one half percent (6.5%) for the period July 1, 2000 through
337 June 30, 2001. Wages for that period shall be as specified in
338 Appendix A.
- 339 B. Wages for members of the bargaining unit shall be increased for
340 the period July 1, 2001 through June 30, 2002 by the same
341 percentage provided to members of the Vallejo Fire Department
342 who are represented by the International Association of Firefighters
343 Local 1186.
- 344 C. Wages for members of the bargaining unit shall be increased for
345 the period July 1, 2002 through June 30, 2003 by the same
346 percentage provided to members of the Vallejo Fire Department
347 who are represented by the International Association of Firefighters
348 Local 1186.
- 349 D. Wages for members of the bargaining unit shall be increased for
350 the period July 1, 2003 through June 30, 2004 by the same
351 percentage provided to members of the Vallejo Fire Department
352 who are represented by the International Association of Firefighters
353 Local 1186.
- 354 E. Wages for members of the bargaining unit shall be increased for
355 the period July 1, 2004 through June 30, 2005 by the same
356 percentage provided to members of the Vallejo Fire Department
357 who are represented by the International Association of Firefighters
358 Local 1186.
- 359 F. The Corporal classification shall receive salary at seven percent
360 (7%) above the top step Police Officer classification. It is further
361 understood and agreed that while first-line supervision for sworn
362 officers is provided by Police Sergeants, Police Corporals may be
363 assigned to directly supervise and evaluate small work groups
364 composed of non sworn staff members. Nothing in this agreement
365 is intended to diminish the role of Police Sergeants in the Police
366 Department's organizational structure.
- 367 G. All employees covered by this Agreement shall have the option to
368 enroll in the deferred compensation plan which is available to the
369 City.

370 **SECTION 9: OTHER SALARY PROVISIONS**

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

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

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

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

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

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

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

	<u>Step</u>	<u>Time-in-Step</u>
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394	1	6 Months
395	2	6 Months
396	3	1 Year
397	4	1 Year

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a. **First Step:** Normal hiring rate with no prior job experience.

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b. **Second Step:** Employee eligible after completion of six (6) months satisfactory work in the First Step or the equivalent of proven prior experience.

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c. **Third Step:** Employee eligible after at least six (6) months satisfactory work in the Second Step or the equivalent of proven prior experience.

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d. **Fourth Step:** Employee eligible after at least one (1) year of fully satisfactory work in the Third Step or the equivalent of proven prior experience.

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3. **Fifth Step:** Employee eligible after at least one (1) year fully satisfactory work in the Fourth Step. **Change in Pay When Employees Change Classification**

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a. **Promotion.** When an employee is promoted to a position of different classification with a salary range higher than that for the position previously occupied, he/she will receive the step that is 5% above his/her current salary. However if the next highest range above his/her current salary is at least 4.5% higher, he/she shall receive that salary range instead.

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b. **Reclassification Upward.** When a position is reclassified to a classification having a higher salary range, and the incumbent employee is appointed to the position so reclassified, the salary rate of such employee appointed to the reclassified position will normally be placed at the First Step in the higher range, provided that the present salary of such employee shall be continued if it is higher than the First Step in the higher range.

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c. **Reclassification Downward.** When a position is reclassified to a classification having a lower salary range and the incumbent employee is appointed to the position so reclassified, the salary rate of such employee will normally remain at the current rate. If the current rate then exceeds the maximum step of

435 the new range, salary will be frozen at its current level
436 until the incumbent leaves the position.

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

441 B. Canine Officers

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

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

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

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

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

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

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

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

478 SECTION 10: SUPPLEMENTAL ALLOWANCES

479 A. Telephone Expense. The City shall continue to reimburse
480 members of the Association for the basic monthly cost of
481 maintaining a phone. Such reimbursement shall be at the rate of
482 \$6.53 per month and will be paid to active employees in this
483 representational bargaining unit in a lump sum between June 1 and
484 June 15 of each year; said sum to cover the twelve (12) month
485 period ending on June 30 of each year.

486 SECTION 11: HOURS OF WORK

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

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

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

504 1. The City will implement on or about the first week in March
505 1981, a 4-10 plan applicable to employees assigned to the
506 Patrol Division.

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2. Notwithstanding other provisions of this Agreement, the Police Chief retains the unilateral right to develop, administer and structure a 4-10 plan to meet the needs of the Department.
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3. An evaluation of the 4-10 plan shall be conducted by the Police Chief using such criteria as he/she deems appropriate.
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4. For the Patrol Division, the Police Chief retains the unilateral right to discontinue the 4-10 plan on the termination of this contract and to revert to a 5-8 schedule except as such right shall be constrained by negotiations, mediation, or arbitration pursuant to the City Charter as amended in 1980. For all other employees, the Police Chief retains the unilateral right to discontinue the 4-10 plan on the termination of this contract.
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- D. Once shift selection has been completed, work schedules (work days and reporting times) shall remain in effect for a period of at least three (3) months except as provided in subsections 11E, 11F and 11G below. Any change in work schedules shall be posted at least ten (10) days in advance. Selection will be completed when the last eligible non-probationary officer picks his/her shift.
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- E. The Youth Services Section shall be assigned to a 4-10 work schedule during the summer break in the school year. It is agreed by the City and the Association that the schedule change may terminate in less than three (3) months at the end of the summer break.
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- F. All employees outside of the Patrol Division shall have a flexible work schedule while assigned to a 4-10 work schedule. For purpose of this Agreement, a flexible work schedule is one in which assigned starting and ending times may be periodically changed by the Chief of Police or his representative according to the following:
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1. Officers assigned to the Crime Suppression Unit may have their assigned starting and ending times changed by up to two (2) hours with advanced notice determined appropriate by the Chief of Police. A twenty-four (24) notice shall be required for changes in excess of two (2) hours.
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2. All other Officers may have their assigned starting and ending times changed by up to two (2) hours with advanced notice determined appropriate by the Chief of Police. A

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

552 3. An Officers schedule shall not be changed under Section
553 11F in excess of one (1) hour to avoid payment of court
554 overtime.

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

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

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

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

572 **SECTION 12: OVERTIME**

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

579 B. Overtime shall be paid at the rate of time-and-one-half the regular
580 rate of pay and computed in one-half (½) hour increments for an
581 employee having worked at least fifteen (15) minutes of the half
582 hour, except as set forth in Subsections C and D below.

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

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

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

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

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

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

- 622 a. Starting with the least senior officer and working up to
623 the most senior officer, personnel will be ordered to
624 work overtime.
- 625 b. A list shall be kept in the Watch Commander's office
626 showing each time an officer is ordered to work
627 overtime so that no officer shall be ordered to work
628 overtime a second time until all officers on the list
629 have been ordered to work overtime once.
- 630 c. If an officer is skipped due to absence, that officer will
631 be first in line to be ordered to work overtime upon
632 his/her return.
- 633 d. Any officer who has a hardship reason for not being
634 able to work the overtime will be passed over until the
635 next time someone is ordered to work overtime.
- 636 e. An officer who is ordered to work overtime will be
637 reimbursed for the actual and necessary cost of a
638 meal, not to exceed \$7.50. This will apply to those
639 officers who work for at least four (4) hours overtime.
- 640 4. When the procedure is exhausted or if, in the judgement and
641 discretion of the Chief of Police, time does not allow for the
642 pursuit or completion of this procedure, the Chief of Police or
643 his designee may require employees to provide overtime
644 work, and employee may not refuse overtime assignments.

645 **SECTION 13: STANDBY, COURT, AND CALL BACK PAY**

- 646 A. Standby Pay. Employees may be assigned to standby duty by the
647 Chief of Police or his/her authorized representative.
- 648 1. Employees assigned to standby duty, other than detectives
649 in the General Investigations Division, shall be compensated
650 at the overtime rate of time-and-one-half for all such hours
651 with a minimum of two (2) hours compensation
- 652 2. Detectives shall be assigned to standby duty under the
653 following conditions:
- 654 a. When assigned to standby duty, the detective on
655 standby shall be paid at the rate of one (1) hour's pay
656 at time-and-one-half for each eight (8) hours on

- 657 standby. (On work days, the period between 1700
658 and 0830 hours shall be considered sixteen (16)
659 hours for this purpose.)
- 660 b. Insofar as possible, standby shall be assigned to
661 detectives on a rotational basis, evenly divided among
662 those in the Division.
- 663 c. If a detective on standby is called in to work,
664 compensation shall be paid at time-and-one-half for
665 time worked, in addition to compensation provided in
666 A.2.a. above, with a minimum of two (2) hours.
- 667 d. Detectives may arrange trades for standby duty with
668 approval of the immediate supervisor, with compen-
669 sation paid to the detective who performs the standby
670 duty.
- 671 e. Standby detectives called in to work may, with
672 approval of competent authority, call in additional
673 detectives and/or clerical support for assistance as
674 the particular investigation may require.
- 675 3. Compensation as in A.1. and A.2. above shall be paid in
676 either compensatory time or pay, in accordance with the
677 needs of the Police Department, with due regard for the
678 desires of the employee. The primary purpose of this
679 subsection is to ensure minimum staffing.
- 680 4. An employee who is assigned to standby duty shall keep the
681 on-duty supervisor informed at all times where the employee
682 may be reached by telephone and be available to report to
683 duty within a reasonable time.
- 684 5. An employee assigned to standby duty who fails to comply
685 with the telephone and availability conditions shall not
686 receive standby compensation for the standby period and
687 may be subject to disciplinary action, for just cause.
- 688 B. Call Back. Employees called back to duty during off-duty hours
689 shall be compensated at the rate of time and one-half for all hours
690 of such call back with a minimum of three (3) hours compensation.
691 This minimum shall not apply when an employee is called back to
692 duty within one (1) hour of a scheduled work shift. In this case, the
693 employee shall receive one (1) hour pay at the rate of time and
694 one-half.

695 C. **Court Time.** Employees required to make court appearances on
696 behalf of the City of Vallejo during off-duty hours, shall be
697 compensated at the rate of time and one-half for all hours of such
698 time with a minimum of four (4) hours compensation. For other
699 cases arising out of their use of police officer powers, the City may
700 compensate the officer for court appearances as determined by the
701 Chief of Police in his/her discretion. This minimum shall not apply
702 when the court appearance is within two (2) hours of the start of a
703 scheduled work shift. VPD police officers who have laterally
704 transferred from other law enforcement agencies and are
705 subpoenaed to testify for such agencies relative to their prior law
706 enforcement activities shall be entitled to court time pursuant to this
707 section.

708 1. Travel time shall be included in the minimum compensation
709 if four (4) hours or less total time is involved.

710 2. An employee who is subpoenaed to court shall telephone a
711 City maintained answering machine between the hours of 5
712 p.m. and midnight on the date preceding the court
713 appearance date to verify that the subpoena has not been
714 canceled. An employee who fails to make verification will
715 not be compensated if the employee appears in court when
716 the appearance has been canceled.

717 3. An employee shall be notified at the earliest time of the
718 cancellation of the subpoena. If notified by the City in
719 advance of the scheduled court appearance that the case
720 has been canceled, the employee shall have the option of
721 reporting to court or receiving the rescheduling fee referred
722 to in Section 13C4 below.

723 4. An employee who has a pending day-off court appearance
724 canceled and rescheduled to a subsequent day shall receive
725 one (1) hour pay at the rate of time and one-half as a
726 rescheduling fee for such occurrence. No more than one
727 rescheduling fee shall apply per day.

728 5. When a subpoena requires an employee to appear in court
729 within three (3) hours after the employee's regularly
730 scheduled shift ends, the employee may elect to have
731 his/her overtime commence at the end of his/her regularly
732 scheduled shift. If the employee elects to do this, the
733 employee shall continue working as directed by the Watch
734 Commander until said court appearance.

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

743 **SECTION 14: HAZARD DUTY PAY**

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

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

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

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

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

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

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

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

777 **SECTION 16: UNIFORM ALLOWANCE**

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

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

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

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

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

814 **A. Employees Covered**

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

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

827 **B. Incentive Program**

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

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

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

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836 SECTION 19: ANNUAL LEAVE

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

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

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

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

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

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

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870 surrounding the need to allow for the exception before an
871 employee's annual leave accumulation reaches the
872 maximum. The employee shall be paid for any accrual in
873 excess of the maximum caused by the cancellation of the
874 scheduled annual leave. In no circumstances, shall the
875 amount of payment exceed the amount of vacation that was
876 canceled by the Chief of Police.

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

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

886 B. Whenever an employee is granted and takes sick leave, the
887 number of hours which occur during said leave based on the
888 employee's scheduled work day shall be subtracted from
889 accumulated sick leave benefits. Any member of the bargaining
890 unit assigned to work a 10 hour day who is off sick for an entire
891 work day shall have only 8 hours deducted from his/her sick leave
892 balance. The intent of this provision is to ensure that each
893 employee receives a full 12 sick days per year.

894 C. Sick Leave Buy-Back. After ten (10) or more years of continuous
895 service, any employee who retires, resigns, dies or is laid off by
896 City action, shall be paid for one-half (½) of any accumulated sick
897 leave pay, at his/her regular straight time rate of pay, said payment
898 to be made to the employee or his/her designated beneficiary. The
899 ten (10) year minimum shall be waived in the event of a work-
900 related disability retirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

992 SECTION 22: HEALTH AND LIFE INSURANCE

993 A. Health Insurance

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

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

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

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

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

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

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

1020 of the plan. Effective July 1, 1996 the optical and eyeglass
1021 plan provided by the City shall provide the same or similar
1022 benefit levels to Vision Services Plan C.

1023 8. The City agrees to continue payment for health and welfare
1024 benefits for the surviving spouse of an Officer killed in the
1025 line of duty until such spouse remarries, and for the surviving
1026 children of such officer until each reaches the age of
1027 eighteen (18) or is no longer a dependent of the surviving
1028 spouse (as determined by the IRS) whichever is later. This
1029 is subject to the rules and regulations of the various carriers
1030 of the health and welfare benefits.

1031 9. Effective July 1, 1996, employees who have health
1032 insurance may waive the health insurance coverage offered
1033 by the City if they prove to the City's satisfaction that they
1034 have medical coverage which is at least equal in coverage to
1035 that provided by the City. An employee who waives the
1036 health coverage shall receive the "Kaiser-North" employee
1037 only premium established through PERS Health Plan
1038 Services Division on a monthly basis in cash.

1039 **B. Life Insurance**

1040 1. Effective July 1, 1996, the City shall maintain a \$40,000 term
1041 life insurance policy with a \$40,000 accidental death and
1042 dismemberment (double indemnity) feature, and pay the
1043 premium costs of such a plan.

1044 2. Effective July 1, 1984, the City shall allow current retirees
1045 who are now covered by VPOA Standard Insurance Policy
1046 #236782-A, and who meet the eligibility requirements, to be
1047 covered by the current \$14,000 policy, and to pay their own
1048 premium.

1049 **SECTION 23: DENTAL PLAN**

1050 A. Effective July 1, 1990, the City shall maintain the existing dental
1051 plan, increase the yearly maximum from the current \$1,000 to
1052 \$2,000, and provide bridgework to seventy (70%) coverage. The
1053 City shall pay the premium costs of such plan for all employees and
1054 their dependents.

1055 B. Effective July 1, 1990, the City shall maintain the existing orthodon-
1056 tic plan and increase coverage to allow for employee and
1057 dependent children which shall provide fifty percent (50%)

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

1060 **SECTION 24: LEAVES OF ABSENCE**

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

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

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

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

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

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

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

1095 **SECTION 25: UNAUTHORIZED LEAVE**

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

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

1107 **SECTION 26: MILITARY LEAVE**

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

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

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

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1132 **SECTION 27: RETIREMENT PLAN**

- 1133 A. Effective July 1, 2000 the City shall provide the California Public
1134 Employee Retirement System Local Safety 3% at 50 retirement
1135 program to all eligible members of the representational unit.
- 1136 B. Effective July 1, 1990, the City shall provide to those employees
1137 currently covered the Third Level of 1959 Survivor Benefit Sections
1138 21380-87 including Section 21382.4. The \$2.00 per month cost
1139 shall be borne by the employee. Effective July 1, 1999 or as soon
1140 after that date as possible, the City shall provide to all employees
1141 the Fourth Level of 1959 Survivor Benefit.
- 1142 C. Effective as soon as practical after July 1, 1996, the City shall
1143 modify its contract with PERS to provide that bargaining unit
1144 members may "buy back" time served on active duty with the
1145 United States military prior to employment with the City according
1146 to PERS rules and regulations on a cost-neutral basis to the City.
- 1147 D. All employee contributions required by PERS shall be made by the
1148 City of Vallejo by deducting the amount of the total PERS employee
1149 contribution from the salary of the employee.
- 1150 E. The City shall implement the provisions of section 414(h)(2) of the
1151 Internal Revenue Code ("IRC") for the employee contributions
1152 deducted from the salary of employees. This shall not be
1153 construed as a guarantee by the City of the existence or
1154 continuation of any tax benefits arising from this section of the IRC,
1155 nor shall the City indemnify any employee against any loss that
1156 may result from any different interpretation, change or elimination
1157 of the relevant sections of the IRC.
- 1158 F. The City of Vallejo shall contact the Public Employees Retirement
1159 System (PERS) and request a cost estimate for the optional 3%
1160 Annual Cost of Living Allowance Increase for retirees. If at any
1161 time during the term of this agreement, this benefit can be provided
1162 at no cost to the City of Vallejo, the City shall contract with the
1163 Public Employees Retirement System (PERS) to provide this
1164 benefit. At any time during the term of this agreement, the Union
1165 can elect to purchase the benefit with the cost to be deducted from
1166 a scheduled annual salary increase.
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1167 **SECTION 28: POLICE VEHICLES**

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

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

1177 **SECTION 29: SAFETY**

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

1182 **SECTION 30: GRIEVANCE PROCEDURE**

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

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

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

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

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2. SECOND STEP

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

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

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3. THIRD STEP

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

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

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

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

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

- 1282 grievance at any step of the grievance procedure within the
 1283 specified time limits, the grievance may be processed by the
 1284 Association to the next step in the grievance procedure.
- 1285 D. Association representatives shall suffer no loss of pay from their
 1286 regularly scheduled work for time necessarily spent processing
 1287 grievances as provided for in this grievance procedure. In no event
 1288 shall such representatives be eligible for additional compensation
 1289 or compensatory time off as a result of their activities in conjunction
 1290 with said processing. The processing of grievances shall not create
 1291 a serious disruption of work or an unsafe condition.
- 1292 E. A grievance concerning matters directly affecting five (5) or more
 1293 persons in the bargaining unit shall be termed a "unit-wide"
 1294 grievance and shall be filed not later than fifteen (15) regularly
 1295 scheduled working days following the occurrence which is being
 1296 grieved, shall be signed by the President of the Association or
 1297 his/her designee, and shall be processed starting at the First Step
 1298 of the grievance procedure.
- 1299 F. The City shall be promptly informed in writing as to the membership
 1300 of the Association's grievance committee and any changes therein.
- 1301 G. In matters involving disputes over the applicability of the grievance
 1302 procedure itself, such as might arise concerning identification of
 1303 those instances cited in Section 31 A.(1), wherein the City
 1304 withholds its participation in the grievance procedure, the
 1305 Association may file for arbitration under the demand proceedings
 1306 established by the American Arbitration Association rules then in
 1307 effect, provided that the Association first exhausts in the prescribed
 1308 manner all steps set forth in this grievance procedure.
- 1309 1. Such filing must occur not sooner than five (5) days and not
 1310 later than fifteen (15) regularly scheduled working days
 1311 following the date of appeal by the Association to the Third
 1312 Step of the grievance procedure.
- 1313 H. Wherever the words as used in this grievance procedure, "regularly
 1314 scheduled working days" shall be defined as those days which are
 1315 scheduled for work between Monday and Friday, both inclusive,
 1316 excluding holidays recognized under this agreement.
- 1317 I. This grievance procedure supersedes the Employee Grievance
 1318 Procedure set forth in Administrative Rule 2.3 issued February 15,
 1319 1970, and said Administrative Rule shall be of no further force and
 1320 effect between the parties during the term of this Agreement.

1321 **SECTION 31: ASSOCIATION BUSINESS**

1322 A. A reasonable number of officers and committee members of the
1323 Association shall be granted leave from duty up to a maximum of
1324 three hundred (300) hours per year which shall be over and above
1325 that permitted by State law (Government Code Section 3505.3) for
1326 purposes of collective negotiations, to participate in the conduct of
1327 Association business; provided, however, that the leave balance
1328 shall not be carried over from calendar year to calendar year. In
1329 order to qualify for leave under this subsection, the events or
1330 reasons for requesting the leave must be directly related to the
1331 negotiation and administration of this collective bargaining
1332 agreement, the administration of Association business, education of
1333 officers and committee members of the association, or the annual
1334 PORAC conference. Specifically excluded from consideration for
1335 leave under this subsection are events which are political, social, or
1336 fund raising activities of the Association.

1337 B. In order for all Association business leave to be considered
1338 reasonable, the requests must have the signature of the
1339 Association President with a reason explaining the purpose of the
1340 leave. The requests shall be submitted to the Chief of Police or
1341 his/her designee. The request must be received in a reasonable
1342 period of time in advance of the requested date for the Police
1343 Department to consider, evaluate and decide whether to grant the
1344 requested leave, and to make arrangements to secure any needed
1345 replacement personnel. Requests shall conform to Police
1346 Department policies on staffing. The Association President is not
1347 subject to the staffing limitations. In same day exigencies, the
1348 Association President is not subject to the advance notice
1349 requirement.

1350 C. Employees shall be allowed to donate annual leave and/or accrued
1351 overtime into a specific fund. Annual leave will be credited to the
1352 special fund at straight time, and accrued overtime will be credited
1353 to the special fund at time and one-half. Expenditures from said
1354 fund shall be made upon the decision of the Association with the
1355 approval of the Chief of Police.

1356 **SECTION 32: POLICE OFFICERS' EMPLOYMENT RIGHTS**

1357 A. Outside Employment

1358 1. Every employee shall devote his/her time, attention and
1359 effort to the service and welfare of the City while on-duty.
1360 Employees shall not engage in any off-duty business,

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

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

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

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

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

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

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

1382 **SECTION 33: EXISTING BENEFITS**

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

1387 **SECTION 34: VALIDITY OF AGREEMENT**

1388 A. In the event that any provision of this Agreement shall at any time
1389 ~~be~~ declared invalid by a decision of any court of competent
1390 jurisdiction, such decision shall not invalidate the entire Agreement,
1391 it being the express intention of the parties of this Agreement that
1392 all other provisions not so declared invalid shall remain in full force
1393 and effect.
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1395 **SECTION 35: OUT-OF-CLASSIFICATION ASSIGNMENT**

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

1410 **SECTION 36: POLICE DEPARTMENT GYM**

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

1416 **SECTION 37: EMPLOYEE ASSISTANCE PROGRAM**

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

1420 **SECTION 38: PAYCHECK AVAILABILITY**

- 1421 A. Paychecks shall be kept in a secure place and shall be made
1422 available at 12:01 a.m. on Friday paydays, providing no last-minute
1423 general payroll problems have occurred. The City shall not be
1424 responsible for the security of the payroll checks after they have
1425 been released.
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1427 **SECTION 39: POST TRAINING**

1428 **A.** Officers shall have the option of attending POST reimbursable
1429 training of their choice every other year in addition to any POST
1430 certified in-service training subject to the following conditions:

1431 1. The course, or combination of courses, cannot exceed forty
1432 (40) hours in length. Any technical training that an officer
1433 has received during the two-year compliance requirement
1434 shall count towards this forty (40) hours.

1435 2. Selections will be by course title only. Actual dates and
1436 providers will be scheduled by the Training Section after
1437 consideration of Department staffing levels, availability of
1438 courses, and individual needs to meet compliance
1439 requirements.

1440 3. Courses requested by an officer must be related to the
1441 individual's current position or future position within the
1442 Vallejo Police Department subject to the following
1443 requirement. Necessary basic courses for the individual's
1444 current assignment, as identified by the Training Section,
1445 must be completed prior to consideration for other training.

1446 4. All officers shall submit a selection to the Training Section by
1447 June 1st for scheduling the following year. Selections will
1448 be processed for only those officers who must comply with
1449 POST regulations during that period.

1450 5. If a selection cannot be accommodated or an officer fails to
1451 submit a selection, the Training Section will schedule the
1452 officer for an appropriate course to maintain compliance with
1453 POST regulations.

1454 6. A list of applicable POST reimbursable courses shall be
1455 maintained in the Watch Commander's Office.

1456 **B.** Nothing in this section prevents an employee from requesting a
1457 course exceeding forty (40) hours in length, provided that the
1458 Department's resolution of the request shall be final.
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1461 **SECTION 40: PREGNANT OFFICERS-MODIFIED DUTY**

1462 A. A pregnant officer shall be placed on modified/light duty under the
1463 following conditions:

- 1464 1. The officer requests from the Chief that she be placed on
1465 modified/light duty;
- 1466 2. The officer's physician provides a letter or form stating that
1467 she should be placed on modified/light duty with any specific
1468 restrictions noted.
- 1469 3. Upon this notification, the Chief shall keep this information
1470 confidential.

1471 B. Pregnant officers shall not wear a uniform or be publicly identified
1472 as police officers after being placed on modified/light duty.

1473 **SECTION 41: INTERNAL AFFAIRS INTERVIEWS**

1474 A. Prior to an internal affairs interview, the officer shall be advised of
1475 his/her AB 301 right to have a representative of his/her choice
1476 present during the interview. The officer may select as his/her
1477 representative an attorney, Association representative, or any other
1478 representative not involved in the investigation.

1479 B. Information to be Included During all Internal Affairs Interviews

- 1480 1. Identify interviewing internal affairs officers.
- 1481 2. Have officer identify himself/herself, badge number, and any
1482 other person who is present.
- 1483 3. The entire investigation concerning this incident and the tape
1484 recording are classified as confidential by the Chief of Police.
- 1485 4. Since this is an administrative investigation, police officers
1486 should realize that they are being directed to cooperate in all
1487 phases of this investigation which includes, but is not limited
1488 to, the tape recording. Therefore, the officer's statement
1489 and/or other acts of cooperation during this administrative
1490 investigation cannot be used against the officer during any
1491 subsequent criminal investigation which may be initiated as
1492 a result of the incident.

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

1496 **SECTION 42: COMMUNICATIONS OPERATORS**

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

1507 **SECTION 43: SAFETY VESTS**

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- A. All sworn uniform personnel represented by the bargaining unit, when in the field, will wear a Department issued bullet resistant vest. All sworn personnel are required to possess a bullet resistant vest which meets or exceeds the National Institute of Justice standard of threat level II, and the vest will have bullet resistant panels in the front and rear of the vest.
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- B. Sworn personnel will be reimbursed the actual cost of the vest and a second cover not to exceed seven hundred dollars (\$700).
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- C. Sworn personnel may, at their option, purchase and wear a vest of a different style or higher threat level than minimally required. Any additional expense for such a vest above the seven hundred dollars (\$700) referred to in Section B above, will be borne by the purchasing officer.
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- D. If normal deterioration of the vest covering causes the vest to be unusable, the Department will bear the cost of repairing or replacing the covering.
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- E. Bullet resistant vests will be considered Department property upon leaving employment with the Department and must be returned to the Department. If an officer wishes to purchase the vest, a prorated cost will be determined.

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

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

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

1507 **SECTION 43: SAFETY VESTS**

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

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

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

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

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

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

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

1538 SECTION 44: MODIFIED DUTY ASSIGNMENTS

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

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

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

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

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

1575 **SECTION 46: CITIZEN COMPLAINTS**

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

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

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

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

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

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

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

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

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

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C. Permanent and Probationary Employee Chemical Testing

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

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

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

- 1639 c. Should the chemical test determine the absence of an
1640 impairing substance, the investigation into the
1641 reasonable suspicion shall continue and the officer
1642 may be placed on administrative leave with pay
1643 pending the resolution of the investigation.
- 1644 d. Should the chemical test determine the presence of
1645 an impairing substance, the officer shall be imme-
1646 diately relieved of duty, and may be placed on
1647 administrative leave with pay pending the results of
1648 the investigation.
- 1649 D. Special Circumstances Justifying Test in the Absence of
1650 Reasonable Suspicion
- 1651 1. The Department may order an officer to submit to a drug or
1652 alcohol test based on the officer's conduct on duty during his
1653 or her scheduled work hours, or off-duty conduct if the officer
1654 represented himself/herself as a police officer or acted under
1655 color of his/her authority as soon as practicable under the
1656 following circumstances:
- 1657 a. When an officer is involved in the shooting of another
1658 person.
- 1659 b. When an officer is involved in a vehicular accident
1660 resulting in serious injury, death or major damage to
1661 property.
- 1662 c. When an officer is involved in any action which
1663 causes death or great bodily harm to another.
- 1664 E. Testing Procedure
- 1665 1. When drug use may be involved, the department may order
1666 the officer to take a urine test or blood test.
- 1667 a. The urine drug test includes a first screen
1668 immunoassay (SYVA-EMIT) test confirmed by Gas
1669 Chromatography/Mass Spectrometry (GCMS).
- 1670 b. When an employee is requested to submit a urine
1671 sample for chemical analysis, the process shall be
1672 conducted in the presence of a person of the same
1673 sex as the employee submitting the sample. The

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

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

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SECTION 48: TERM OF AGREEMENT

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

FOR THE CITY OF VALLEJO:

David R. Martinez
City Manager

Date

Mary M. Hill
Interim Director of Human
Resources

Date

Approved as to Form:

Deputy City Attorney

Attest:

Allison Villarante
City Clerk

FOR THE ASSOCIATION:

Steve Gordon
President

Date

Jim Mathews
Vice-President

Date

Range Number	Classification Title	Entry	Step				Maximum Step 5
			Step 1	Step 2	Step 3	Step 4	
P00	Police Officer	Hourly	31.8474	33.4397	35.1117	36.8673	38.7107
		Bi-weekly	2,547.79	2,675.17	2,808.94	2,949.38	3,096.86
		Monthly	5,520.22	5,796.21	6,086.03	6,390.33	6,709.86
		Annual	66,242.59	69,554.52	73,032.32	76,683.92	80,518.27
		Educational Incentive - 3% of base	Monthly	5,685.82	5,970.10	6,268.61	6,582.04
	Educational Incentive - 5% of base	Monthly	5,796.23	6,086.02	6,390.33	6,709.84	7,045.35
P10	Corporal					41,420.5	
						3,313.64	
						7,179.55	
						88,154.55	
		Educational Incentive - 3% of base	Monthly				7,394.93
	Educational Incentive - 5% of base	Monthly				7,538.52	
P32	Police Sergeant	Hourly	38.1939	40.1035	42.1088	44.2142	46.4249
		Bi-weekly	3,055.51	3,208.28	3,368.71	3,537.13	3,713.99
		Monthly	6,620.27	6,951.28	7,298.86	7,663.79	8,046.98
		Annual	79,443.26	83,415.38	87,586.34	91,965.44	96,563.71
		Educational Incentive - 3% of base	Monthly	6,818.88	7,159.82	7,517.83	7,893.70
	Educational Incentive - 5% of base	Monthly	6,951.29	7,298.85	7,663.80	8,046.98	8,449.32
P62	Police Lieutenant	Hourly	45.4792	47.7532	50.1408	52.6479	55.2803
		Bi-weekly	3,638.34	3,820.25	4,011.27	4,211.83	4,422.42
		Monthly	7,883.06	8,277.22	8,691.08	9,125.63	9,581.91
		Annual	94,596.76	99,326.60	104,292.93	109,507.58	114,982.98
		Educational Incentive - 3% of base	Monthly	8,119.56	8,525.53	8,951.81	9,399.40
	Educational Incentive - 5% of base	Monthly	8,277.22	8,691.08	9,125.63	9,581.91	10,061.01