

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF VACAVILLE
AND THE
VACAVILLE POLICE OFFICERS ASSOCIATION**

November 1, 2021 – October 31, 2024

Approved by Council: November 9, 2021

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF VACAVILLE
AND THE
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Council Approved November 9, 2021

This agreement is entered into this 9th day of November, between the City of Vacaville (the "City") and the Vacaville Police Officers Association (the "Association").

WHEREAS, the City, by ordinance, has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with certain of its full-time employees insofar as such practices and procedures do not interfere with the City's right and obligation to operate effectively and efficiently in order to best serve the City and its residents, and to make clear all basic terms upon which such a relationship depends; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and all other conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

Section 1. Term

This agreement is effective beginning November 1, 2021 and shall remain in effect until October 31, 2024.

Section 2. Recognition

The City recognizes the Association as the sole and exclusive Bargaining Agent, for the purpose of establishing wages, hours and conditions of employment for all full-time employees in the Police Department who are in the following classifications:

- Police Officer (Sworn)
- Police Officer Trainee (Non-Sworn)
- Police Officer Academy Graduate (Sworn)
- Lead Detective (Sworn)
- Public Safety Dispatcher (Non-Sworn)
- Public Safety Dispatcher Trainee (Non-Sworn)
- Public Safety Dispatcher Academy Graduate (Non-Sworn)

Section 3. Normal Workday

The normal workday is ten (10) hours in a four (4) day workweek or eight (8) hours in a five (5) day workweek as presently assigned, including training assignments. The City will meet and confer with the Association prior to adjusting the normal workday for any employee. The workday shall include a one-half (1/2) hour lunch period to be taken as the workload permits. Employees assigned to the Basic Academy are excluded from this section.

At the sole discretion of the Chief of Police, a twelve (12)-hour shift schedule may be implemented effective January 1, 2004 through December 31, 2004 for select positions in Dispatch only. Positions not identified as having twelve (12)-hour shifts shall continue to remain on the respective 4/10 or 5/8 schedules. Such shifts shall be structured to limit the number of hours worked to forty (40) in the seven (7)-day work period specific to each individual position.

The effectiveness of the twelve (12)-hour shift schedule will be subject to periodic review by the Department. Employee errors, work performance, attendance leave usage, and workers' compensation claims may be considered in the review. Operational details shall be articulated in the Communications Operations Manual and controlled by Police Department policy and practice. The Chief of Police retains the right to terminate the schedule at any time, or continue it beyond December 31, 2004, upon thirty (30) days written notice to VPOA.

Typically, a Dispatcher assigned to twelve (12)-hour shifts will alternately work thirty-six (36)-hour and forty-four (44)-hour *calendar weeks*, however, the scheduled *work period* pursuant to FLSA (which will not coincide with the calendar week) shall not exceed forty (40) hours in a week. This is accomplished by working three consecutive twelve (12)-hour shifts in a week followed by an eight (8)-hour shift every other week, with that shift being split into two (2) four (4)-hour periods with the first connected to the preceding work period and second connected to the following work period (as highlighted in bold typeface in the example below).

Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
12	12	12	4/4				12	12	12					12	12	12	4/4			

Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
				12	12	12				4/4	12	12	12					12	12	12

Section 4. Overtime/Compensatory Time Off

Time and one-half (1-1/2) the employee's regular rate of pay will be paid for time worked in excess of the normal workday when such time is required to be worked by the City. The normal workday under this MOU for the purpose of computing overtime shall be based on a ten (10) hour or an eight (8) hour workday.

Paid time off shall be counted as hours worked for overtime calculation purposes.

Overtime or Compensatory Time Off (CTO) will be paid pursuant to this MOU for hours worked in excess of the following: 10 hours in a day (for employees assigned to 4/10 schedule); 8 hours in a day (for employees assigned to a 5/8 schedule); or 40 hours in a seven day period.

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Unit employees may accrue CTO under this MOU for approved overtime hours (as set forth above) at the rate of 1 ½ times the employee's regular rate of pay.

CTO balances for unit employees may not exceed 100 hours. The employee may, subject to City approval, elect to convert all or part of accrued CTO to cash once each year, to be paid out in November. An election form will be sent to eligible employees showing their Compensatory Time balance in early October. Employees must elect whether or not they want Compensatory Time cash out and how much. The election form must be returned to the Human Resources Division by October 31st. The Compensatory Time will be paid out on the first pay check in the month of November. Any cash-out of compensatory time shall be paid at the Fair Labor Standards Act regular rate of pay.

Employees may, at the time overtime is earned, elect payment in cash or CTO, pursuant to forms prescribed by the City. Nothing in this MOU precludes the right of the Chief to designate any and all overtime opportunities as "cash only" opportunities in advance of the employee working the overtime.

When a dispatch employee changes shifts (i.e., changing sides of the week, sides of the day, or from 12s to 10s and vice-versa) and will incur overtime that overtime may be coded to CTO. Conversely, if the change results in a gap of hours worked (short hours for the pay period or work period) the employee is responsible for using leave time to cover all the hours they are short.

The City will not require VPOA covered employees to use CTO prior to use of vacation. An employee wishing to use his or her accrued CTO shall make the request to the employee's supervisor by submitting a written request at least 72 hours in advance of the time requested. The supervisor will authorize or deny the request and notify the employee of the decision within 48 hours of the supervisor receiving the request. Requests to use CTO shall generally not cause overtime. Once CTO usage is approved, the City may rescind the request only in the case of an emergency.

Section 5. Call-Back

When an employee is called back to work after having completed his or her shift and left the police facility, the employee shall be compensated at the rate of time and one-half (1-1/2) for two (2) hours, or the actual time spent on call-back or in court, whichever is greater.

Section 6. Court Overtime

When an employee is subpoenaed to appear in court on City business during off-duty hours, the employee shall be compensated at the rate of time and one-half (1-1/2) for four (4) hours, or the actual time spent on call-back or in court, whichever is greater. Telephonic "appearances" shall not qualify for the four hour minimum, but shall be compensated at the rate of time and one-half for two (2) hours, or the actual time required by the hearing entity, whichever is greater. Multiple subpoenas for the same morning period or same afternoon period will count as one appearance; however, a separate four (4) hour minimum shall apply to a morning subpoena from the four (4) hour minimum applicable to a separate and different afternoon subpoena on the same day.

If an employee that reports to court for a morning subpoena is directed by the court to return in the afternoon after the court's lunch closure in connection with the same morning subpoena, the City will provide both a four (4) hour minimum for the morning appearance as well as an additional four (4) hour minimum in connection with the court order to return in the afternoon; however, the four (4) hour

minimum associated with the court order to return in the afternoon will include the employee's paid hours during the court's lunch closure preceding the employee's mandated return to court in the afternoon.

Section 7. Shift Differential

\$115.38 flat per pay period for employees (sworn and non-sworn) assigned to graveyard shift. In no event shall an employee that works graveyard hours but is not officially assigned to graveyard shift receive shift differential. Amount to be pro-rated when assignment begins or ends mid pay period. If a graveyard shift employee is assigned by the department to work a non-graveyard shift on a temporary basis (typically one month or less) and their graveyard position is not being backfilled they shall continue to receive the shift differential while in the temporary assignment. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.

Current official assignments to graveyard shift are:

- Sworn – 2100 to 0700
- Non-Sworn
 - 1800 to 0600 - 12 hour shifts
 - 2000 to 0600 - 10 hour shifts
 - 1800 to 0400 - modified

Section 8. Holiday Pay

Employees, other than Police Officer Trainee, shall receive holiday pay at 5.38% of base salary paid each pay period in lieu of holidays. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.

Section 9. Vacation

Vacation time shall accrue at the following rates:

0 thru 1 year of service	16 days (128 hours)
2 thru 5 years of service	21 days (168 hours)
6 thru 15 years of service	26 days (208 hours)
+15 years of service	27 days (216 hours)
Maximum accrual Sworn	336 hours
Maximum accrual Non-Sworn	320 hours
Upon completion of 5 and 15 years	5 days (40 hours) lump sum credit

Time while on leave of absence shall not be counted toward the accrual of vacation time.

For the purpose of vacation leave accrual, a day is defined as eight (8) hours.

- Employees may cash out up to eighty (80) hours of their vacation leave balance in January of each year, provided they have taken a minimum of three (3) weeks (120 hours) of vacation leave during

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the preceding twelve (12) months (mid-December – mid-December). An election form will be sent to eligible employees showing their vacation balance in mid-January of each year. Employees must elect whether or not they want vacation cash out and how much. The election form must be returned to Human Resources by January 31st. The vacation will be paid out on the first pay check in the month of February. Any cash-out of vacation leave will be paid at the Fair Labor Standards Act regular rate of pay.

- If an employee reaches their cap, they will not accrue any additional vacation until the vacation hours are at or less than the stated cap. However, an employee will be allowed to temporarily accrue vacation in excess of their cap, if the City cancels the employee's scheduled vacation during the calendar year in which the employee would otherwise reach their cap. The employee and the City shall promptly work together after the City cancels the employee's vacation to schedule alternative vacation time to prevent the employee from reaching their cap or at least minimize the extent to which the employee exceeds the cap.

Section 10. Sick Leave

10.1 Rate of Accrual

All represented employees will accrue sick leave at the rate of twelve (12) days per year with unlimited accumulation. For purposes of this section a day equals eight (8) hours. The City will provide a lump sum cash payment of one-fourth (1/4) of the employee's sick leave (unless the employee specifies otherwise) upon a normal service, disability or industrial disability retirement based on the employee's salary at retirement. Time while on leave of absence shall not be counted toward the accrual of sick leave.

10.2 Sick Leave Incentive

Employees who have a sick leave balance of at least thirty (30) days and use four (4) or fewer days of their annual sick leave accrual of twelve (12) days (during the measurement period of mid-December through mid-December) may elect to receive fifty percent (50%) of the remainder in cash at the employee's current base rate of pay of their annual sick leave accrual of twelve (12) days. The remaining fifty percent (50%) shall remain in the employee's sick leave balance.

10.3 Healthy Workplace Healthy Family Act (AB 1522)

The sick leave includes the legally required sick leave days mandated by Assembly Bill 1522 (AB 1522). The City will comply with AB 1522 in the administration of the legally mandated sick leave days. If a competent legal authority determines that AB 1522 impairs this Section 9, the Parties shall meet and confer regarding the sick leave benefit.

Section 11. Catastrophic Leave

The Catastrophic Leave Program is for employees who have exhausted all accrued leaves due to a serious or catastrophic illness, injury, or condition. The Catastrophic Leave Program allows employees to donate time to any qualifying City employee, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

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Eligibility

To be eligible for this benefit, the receiving employee must: 1) Be a full-time employee who has passed his/her initial City probationary period, 2) Have personally sustained or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition certified by a physician, 3) Have exhausted all accumulated paid leave, 4) Be unable to return to work for at least 30 days or, in the case of the condition affecting the immediate family member, that the member must be in need of prolonged and significant personal care, and 5) Conform with the qualifying criteria of the Family and Medical Leave Act.

Benefits

Accrued vacation, administrative leave, and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception of paid leave accruals.

Guidelines for Donating Leave Credits to the Time Bank

- a. Accrued vacation, administrative leave and compensatory time off may be donated by any full-time employee who has completed his/her initial City probationary period if applicable.
- b. Time donated will be converted to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed fifty-six (56) hours. The total leave credits received by the employee shall not exceed six (6) months.
- d. Leave donations must be in a minimum increment of one (1) hour. An employee cannot donate leave hours that would reduce his/her total leave balances (vacation + administrative leave + compensatory time off) to less than fifty-six (56) hours.
- e. Donated leave hours will be used in consecutive hour/day increments necessary to keep the employee whole.
- f. While an employee is on leave using donated leave hours, no vacation, administrative leave, sick leave or other paid leave hours will accrue.
- g. Donated leave is only transferred from the donor to the receiving employee as needed and chronologically by date of donation (i.e., first donated, first used). Time donations are irrevocable by the donor once the time has been used by the receiving employee. In the event that the receiving employee does not need to use all donated leave for the catastrophic illness~~r~~ or injury, any unused donations will not be deducted from the original donor's balance. In the event that the receiving employee has a worker's compensation claim approved for which the employee receives worker's compensation paid leave, the City will reimburse any donated leave that was used by the recipient prior to the approval of the worker's compensation claim.
- h. Taxability of leave donated or received under this program is governed by Internal Revenue Service guidelines.
- i. For the purpose of this Section, "immediate family member" is defined as: mother, father, child, spouse, registered domestic partner, or sibling of the employee. "Child" means a biological, foster, or

adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

- j. Under extenuating and extraordinary circumstances, the Director of Human Resources may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice or precedence.

Section 12. Salary

The Salary Schedule is recorded in Appendix A.

Effective the pay period including November 1, 2021, represented classifications other than Police Officer Trainee (Non-Sworn) shall receive – 4.0% COLA and a 1.0% equity salary increase.

Effective the pay period including November 1, 2022, represented classifications other than Police Officer Trainee (Non-Sworn) shall receive – 3.0% COLA and a 1.0% equity salary increase.

Effective the pay period including November 1, 2023, represented classifications other than Police Officer Trainee (Non-Sworn) shall receive – 2.0% COLA and 1.0% equity salary increase.

Section 13. Health Benefits

13.1 Health Insurance

During the term of this Memorandum of Understanding the City will contribute eighty-five percent (85%) of the Kaiser premium cost for the selected plan level (single, double, family), and the employee will pay fifteen percent (15%) of the premium on a pre-tax basis. The City contribution includes the PEMHCA minimum.

An employee selecting a non-Kaiser plan shall receive the same City dollar contribution as an employee selecting a Kaiser plan, but in no event shall the contribution exceed 100% of the plan premium cost.

13.2 Dental Insurance

The City will contribute an amount sufficient to cover one hundred percent (100%) of the cost of Dental premiums for the selected plan level (single, double, family).

13.3 Vision Insurance

The City will contribute an amount sufficient to cover one hundred percent (100%) of the cost of Vision premiums for the selected plan level (single, double, family).

13.4 Life Insurance

The City shall provide a life insurance policy in the amount of Seventy-five Thousand dollars (\$75,000).

The City shall make available the opportunity for full-time employees to purchase additional term life insurance for themselves, their spouses and their dependents through a vendor specified by The City. Purchase of additional life insurance and/or spousal and dependent life insurance shall be voluntary.

Election shall be allowed upon hire and during open enrollment once per year as determined by the City. Premiums shall be paid through payroll deduction.

13.5 Short Term Disability

The City does not currently participate in the State's Short Term Disability program (SDI). The City shall make available the opportunity for full-time employees to purchase Short Term Disability through a vendor specified by The City. Purchase of Short Term Disability insurance shall be voluntary. Elections shall be allowed upon hire and during open enrollment once per year as determined by the City. Premiums shall be paid through payroll deduction.

13.6 Flexible Spending Account

The City will implement and maintain a plan whereby employees may elect to voluntarily contribute to a dependent care assistance program (as prescribed by and within the meaning of Section 125 of the Internal Revenue Code) or an employee welfare benefit plan that provides for health benefits (which are "qualified benefits" within the meaning of Section 125 of the Internal Revenue Code). Such contributions shall be made solely from pre-tax payroll deductions, with no contribution from the City.

13.7 Retire Medical Trust/Other Post Employment Benefit (OPEB)

The City established a Trust for purposes of funding City-wide retiree health care costs. Each employee will make direct contributions to the Trust in the amounts described below.

- Tier 1 and Tier 2 retiree medical
 - Sworn = \$1,200/annual (contribution rate of \$46.15 per pay period)
 - Non-sworn = \$600/annual (contribution rate of \$23.08 per pay period)
- Tier 3 retiree medical – no contribution to OPEB trust

Employer and employee contributions are made to a CalPERS retiree medical trust. This money and earnings from this money may only be spent on retiree medical benefits and, to that extent, is a protected program.

Employee contributions to the Trust shall be discontinued upon full funding of the City's actuarial liability for retiree medical costs.

13.8 Postretirement Health Benefits

Tier 3: Employees hired on or after January 1, 2020 will receive the minimum monthly employer contribution as required by CalPERS under the Public Employees' Medical and Hospital Care Act (PEMHCA) upon CalPERS retirement from the City of Vacaville. In addition, the following amounts will be paid directly to retired employees when they are enrolled in a CalPERS offered plan;

- Completion of year 10 through year 14 = \$100/month
- Completion of year 15 through year 19 = \$150/month
- Completion of 20 years of service or more = \$200/month

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In no event shall the PEMHCA minimum plus the additional City paid amount exceed 100% of the single rate premium of the CalPERS plan chosen by the retired employee.

In addition the City shall establish a "Bridge Gap" plan via an RHS account through a qualified vendor chosen by the City for Tier 3 employees while active with the following contributions:

- Upon completion of initial probationary period through 5th year of City service:
 - Employee contribution = \$600/year (\$23.08/pay period)
 - Employer contribution = \$600/year (\$23.08/pay period)
- Upon completion of 5 years of City service:
 - Employee contribution = \$720/year (\$27.69/pay period)
 - Employer contribution = \$840/year (\$32.31/pay period)
- Upon completion of 7 years of City service:
 - Employee contribution = \$840/year (\$32.31/pay period)
 - Employer contribution = \$960/year (\$36.92/pay period)
- Upon completion of 10+ years of City service:
 - Employee contribution = \$960/year (\$36.92/pay period)
 - Employer contribution = \$1,200/year (\$46.15/pay period)

Employees shall "vest" in the plan upon completion of five (5) years of City service. An employee that separates from City service prior to completion of five (5) years shall be entitled to only the employee contribution amount in their individual account.

Initial probationary period is defined as that probationary period when an employee is first hired and does not apply to probationary periods upon promotion.

Tier 1 and Tier 2: Employees hired prior to January 1, 2020 are covered under Resolution No. 2019-117 or Resolution No. 2019-118.

13.9 Double Coverage "Opt Out"

Employees currently receiving the waiver "Opt Out" incentive will be changed from a deferred compensation contribution to an annual taxable cash benefit in the amount of \$3,000 (paid at the rate of \$115.38 per pay period) effective on the May 31st, 2019 paycheck and will be grandfathered into the benefit. No new enrollments will be allowed into the waiver (opt-out) benefit effective May 1, 2019. If a grandfathered employee enrolls in City medical, therefore forfeiting their waiver benefit, they will not be able to opt back in at a later date.

Employees are only eligible for the "Opt Out" compensation if they demonstrate that they have other Affordable Care Act compliant group health coverage.

Employees who receive City health coverage through another City employee or retiree are not eligible for the "Opt Out" benefit.

Section 14. Clothing Allowance

The annual clothing allowance, for employees other than Police Officer Trainee, shall be one-thousand two hundred dollars (\$1,200) for sworn employees and one-thousand seventy-five dollars (\$1,075) for non-sworn employees.

Clothing allowance shall be paid on a pay period basis. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic members only. This pay is NOT PERS reportable for PEPRA members. If an employee has worked less than a full year in an eligible classification, the allowance will be pro-rated to account for any period of time during which the employee was not yet employed or was on a leave of absence without pay.

Section 15. Retirement

15.1 Sworn Employees:

City does not participate in Social Security, but 1.45% for Medicare is a mandatory payroll deduction. City participates in the California Public Employees Retirement System (CalPERS).

The Public Employees' Pension Reform Act (PEPRA) of 2013 applies to all public employers and public pension plans, which includes CalPERS.

Hire date on or after January 1, 2013 and deemed "new" member

(New member = no prior CalPERS/reciprocal employment or a break in service greater than 6 months)

Benefits include:

- Section 7522.25 (2.7% @ 57 Safety Formula)
- Section 20037 (Three Year Final Compensation)
- Employee contribution = 50% of Total Normal Cost. Contribution amount is recalculated each year by CalPERS actuarial study.

Hire date on or after September 1, 2012 and deemed "classic" member

(Classic member = prior CalPERS/reciprocal employment with less than 6 month break in service)

Benefits include:

- Section 21362 (2% @ 50 Safety Formula)
- Section 20037 (Three-Year Final Compensation)
- Employee contribution (Section 20678) = 9%
- Effective October 1, 2015, safety employees shall pay a combined total of twelve percent (12%) (9% employee contribution plus 3% employer contribution) toward CalPERS retirement. The 3% shall be paid as a cost share via MOU (pursuant to Government Code Section 20516 (f)) until a CalPERS contract amendment can be completed (which includes an election process) pursuant to Government Code Section 20516 (a). In the event that the election does not result in a contract

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amendment, the employees agree to continue the stated contribution via MOU pursuant to Government Code Section 20516 (f).

Hire date prior to September 1, 2012

Benefits include:

- Section 21362.2 (3% @ 50 Safety Formula)
- Section 20042 (One Year Final Compensation)
- Employee contribution (Section 20678) = 9%
- Effective October 1, 2015, safety employees shall pay a combined total of twelve percent (12%) (9% employee contribution plus 3% employer contribution) toward CalPERS retirement. The 3% shall be paid as a cost share via MOU (pursuant to Government Code Section 20516 (f)) until a CalPERS contract amendment can be completed (which includes an election process) pursuant to Government Code Section 20516 (a). In the event that the election does not result in a contract amendment, the employees agree to continue the stated contribution via MOU pursuant to Government Code Section 20516 (f).

All Police safety retirements also include the following contracted CalPERS provisions:

- Section 20903 (Two Years Additional Service Credit – if “Golden Handshake” activated)
- Section 20965 (Credit for Unused Sick Leave)
- Section 21024 (Military Service Credit as Public Service)
- Section 21548 (Pre-Retirement Option 2W Death Benefit)
- Section 21574 (Fourth Level of 1959 Survivor Benefits)
- Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance)

15.2 Non-Sworn Miscellaneous Employees:

City does not participate in Social Security, but 1.45% for Medicare is a mandatory payroll deduction. City participates in the California Public Employees Retirement System (CalPERS) and Public Agency Retirement Systems (PARS).

The Public Employees’ Pension Reform Act (PEPRA) of 2013 applies to all public employers and public pension plans, which includes CalPERS.

Hire date on or after 1/1/13 and deemed “new” member

(New member = no prior CalPERS/reciprocal employment or a break in service greater than 6 months)

Benefits include:

- Section 7522.20 (2% @ 62 Formula for Non-Safety Members)
- Section 20037 (Three Year Final Compensation)
- Employee contribution (Section 7522.30) = 50% of Total Normal Cost. Contribution amount is recalculated each year by CalPERS actuarial study.

Hire date on or after 1/1/13 and deemed “classic” member

(Classic member = prior CalPERS/reciprocal employment with less than 6 month break in service)

Benefits include:

- Section 21354 (2% @ 55 Formula for Local Miscellaneous Members)
- Section 20042 (One-Year Final Compensation)
- Employee contribution (Section 20677) = 7%

Hire date on or before 12/31/12

Benefits include:

- Equivalency of 2.7% @ 55 formula
- CalPERS Section 21354 (2% @ 55 Formula for Local Miscellaneous Member) plus;
- Supplemental PARS plan of 0.7% @ 55
- Section 20042 (One-Year Final Compensation)
- Employee contribution (Section 20677) = 7% to CalPERS and 2% to PARS

All Miscellaneous retirements also include the following contracted CalPERS provisions:

- Section 20903 (Two Years Additional Service Credit – if “Golden Handshake” activated)
- Section 20965 (Credit for Unused Sick Leave)
- Section 21024 (Military Service Credit as Public Service)
- Section 21027 (Military Service Credit for Retired Persons)
- Section 21427 (Improved Non Industrial Disability Allowance)
- Section 21548 (Pre-Retirement Option 2W Death Benefit)
- Section 21574 (Fourth Level of 1959 Survivor Benefits)

Section 16. Specialty Pays

16.1 K-9 Officer Premium

The City and VPOA agree that the amount of off-duty compensable working time attributable to all ordinary aspects of canine care (including without limitation handling, caring, feeding, exercising, grooming, kennel cleaning, cleaning of City vehicles and ordinary transport to the veterinarian) by employees assigned to canine (K-9) duty amounts to twenty minutes per day seven days a week. This amount is a good faith estimate, intended to be comprehensive, accurate and inclusive of all pertinent facts.

The rate of pay for all off-duty canine care performed by employees assigned to canine duty is 1 1/2 times the employee’s regular rate of pay per hour. CalPERS makes the final determination of the reportable status of this pay. Currently it is NOT PERS reportable under Section 571 of the California Public Employees’ Retirement Law (PERL) for Classic and PEPRA members.

If and when an employee assigned to K-9 duty performs any extraordinary work involving the animal, the employee shall report such work immediately to the employer in writing and in no event less than 24 hours. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinarian

care and any work which causes a substantial increase in work time beyond what is compensated in the first paragraph of this agreement.

16.2 Motorcycle Patrol Premium

The City and VPOA agree that the amount of off-duty compensable working time attributable to all ordinary aspects of motorcycle care (including without limitation minor maintenance and inspection, monthly washing and waxing, daily cleaning, storage, and delivery to service and repair facilities) by employees assigned to duty as motorcycle officers amounts to twenty minutes per day four days in a seven day week. This amount is a good faith estimate, intended to be comprehensive, accurate and inclusive of all pertinent facts.

The rate of pay for all off-duty motorcycle care performed by employees assigned to motorcycle duty is 1 1/2 times the employee's regular rate of pay per hour. The premium pay will begin when an officer begins serving as a motorcycle officer on patrol. CalPERS makes the final determination of the reportable status of this pay. Currently it is NOT PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.

If and when an employee assigned to motorcycle duty performs any extraordinary work involving the motorcycle, the employee shall report such work immediately to the employer in writing and in no event less than 24 hours. Extraordinary work includes, but is not limited to, any work which causes a substantial increase in work time beyond what is compensated in the first paragraph of this agreement.

16.3 Field Training Officer Premium

An employee assigned to Field Training Officer responsibilities as set forth in the Police Department Field Training Officer Manual shall receive a five percent (5%) specialty pay adjustment for the hours assigned to train an employee. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members. Such assignment shall be made in conformance with the applicable department procedures and policies.

16.4 Dispatcher Training Premium

An employee assigned, in writing by the Chief of Police, to train and who does train an employee in the duties of a Dispatcher, will receive a five percent (5%) specialty pay adjustment for the hours assigned to train an employee. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members. Such assignment shall be made in conformance with the applicable department procedures and policies.

16.5 Bilingual Premium

When required and assigned by the Chief to utilize bilingual skills as a condition of his/her employment, employees shall receive an additional 2.5% of base rate, providing he/she has passed a City approved bilingual exam for the language required. The exam shall evaluate oral and/or basic reading/writing skills. The City will administer the exam as needed when there are candidates to be tested. The test may be given in conjunction with the certification of applicants for any recruitment requiring or giving preference to persons with bilingual skills. Skills pay for those who pass the exam shall begin the following pay period. An employee who does not pass a bilingual exam may be re-tested within six (6) months at their request and with the approval of the Chief.

CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.

16.6 On-Call Pay for Detectives

One Officer assigned to each Investigative Division (Crime Impact Team (CIT), Investigative Services (ISS), Special Victims Unit (SVU) and VICE) shall be placed in an "on-call" status each week (to be rotated between employees every 7 days).

- On call duty may only be assigned by the Chief of Police or designee
- The Department will make every effort to rotate through all eligible employees before an employee is on-call again.
- All employees assigned on call shall:
 - Be ready to respond to calls for service; and
 - Be reachable by telephone or radio; and
 - Refrain from activities that might impair their ability to perform assigned duties.

Employees shall be compensated \$85 per seven-day period assigned on-call. In no case will an employee receive on-call pay for more than one assignment at a time.

CalPERS makes the final determination of the reportable status of this pay. Currently it is NOT PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.

16.7 Dispatcher POST Certificate Pay

Dispatchers who possess a California Peace Officers Standards and Training (POST) – Intermediate certificate will receive an annual amount of \$2,400 (paid at the rate of \$92.31 per pay period) or Advanced certificate will receive an annual amount of \$4,800 (paid at the rate of \$184.62 per pay period). Amounts will not compound. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.

16.8 Master Police Officer Assignment

Appendix B describes the Master Police Officer Assignment. Should the Chief of Police decide to cancel the Master Police Officer Assignment program, the Parties will meet and confer over the impact of the cancellation. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.



Section 17. Physical Fitness Program

The City and the Association have implemented a Physical Fitness Program designed to encourage officers to achieve and maintain overall good fitness levels. All sworn personnel are eligible to participate. Participation will be voluntary. The Physical Fitness Program is established by City policy and maintained by Human Resources.

Section 18. Educational Incentive

Degree Pay:

Sworn personnel possessing an A.A. Degree shall receive 2.5% of base rate as an incentive for that degree and sworn personnel with a B. A. Degree shall receive 5.0% of base rate. This provision shall be applicable only to degrees earned from accredited junior colleges, state colleges or universities. These payments shall not be compounded. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.

A police officer who is assigned to an academy or to field training, who holds one or both of the above-mentioned degrees, shall be eligible for educational incentive raises upon completing the basic academy and/or field training.

City of Vacaville Senior Officer Certification Pay:

The Senior Police Officer Program is a City of Vacaville program outlined in a Human Resources policy applicable to all sworn employees as follows:

- a. Senior Police Officer I certification: five percent (5%) of employee's base salary.
- b. Senior Police Officer II certification: ten percent (10%) of employee's base salary.

Employees are responsible for submitting a copy of their completed certification to Human Resources. Pay shall be effective the pay period following receipt of all required documentation. Employees may only receive one Senior Police Officer Certification pay, no compounding.

CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.

Section 19. Fair Labor Standards Act

The City and the Association agree to implement changes which may be required by the application of the F.L.S.A.

The City and the Association agree that prior to the implementation of changes, they will meet to discuss possible alternative proposals and the minimizing of the impact of changes on the employees and the City.

Section 20. Probationary Period

20.1 Police Officer Series

The Police Officer Trainee classification probationary period shall end upon successful completion of the academy but in no case longer than nine (9) months total from date of hire.

The Police Officer Academy Graduate classification probationary period shall be eighteen (18) months, whether hired or flex promoted to the position. Police Officer Academy Graduate probationary period will not reset when flex promoted to Police Officer. Time spent as a Police Officer Trainee shall not count toward the probationary period as a Police Officer Academy Graduate.

When hired to the Police Officer classification the probationary period shall be twelve (12) months.

Example:

Pat is hired as a Trainee on January 1, 2019. Pat finishes the Police Academy on August 31, 2019. Pat then Flexes to the position of Police Officer Academy Grad on September 1, 2019 and begins an 18 month probationary period. On December 31st, Pat completed the FTO program and flexes into the position of Police Officer on January 1, 2020. Pat's probationary period will end on February 28, 2021.

OR

Jan is hired as a Police Officer on January 1, 2019 and begins a 12 month probationary period. Jan's probationary period will end on December 31, 2019.

20.2 Public Safety Dispatcher Series

The Public Safety Dispatcher Trainee classification probationary period shall be twelve to eighteen (12-18) months. Employees assigned to this position are eligible to flex to Public Safety Dispatcher Academy Graduate if all the following conditions exist:

1. The employee has completed the California POST Dispatcher Academy, and
2. The employee has completed a minimum of 12 months in the Public Safety Dispatcher Trainee classification with the City of Vacaville, and
3. The employee has demonstrated proficiency in job performance as indicated in a current evaluation.

A Public Safety Dispatcher Trainee probationary period will not reset when flex promoted to Public Safety Dispatcher Academy Graduate.

When hired directly to the Public Safety Dispatcher Academy Graduate classification, the probationary period shall be eighteen (18) months. Employees assigned to this position are eligible to flex to Public Safety Dispatcher if all of the following conditions exist:

1. The employee has passed their probationary period, and
2. The employee has completed a minimum of (2) years of work experience performing a variety of increasing responsible duties equivalent to that of Public Safety Dispatcher Academy Graduate, and

3. The employee has obtained any certifications or licenses required for the higher classification as indicated in the class specification, and
4. The employee has demonstrated proficiency in job performance as indicated in a current evaluation.

The Public Safety Dispatcher classification probationary period shall be twelve (12) months, whether hired or flex promoted into the position. Time spent as a Public Safety Dispatcher Academy Graduate shall not count toward the probationary period as a Public Safety Dispatcher.

20.3 Extension of Probation

The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the employee's position and for rejecting any probationary employee whose performance does not meet the required standards of work during the probationary period, an employee may be rejected at any time by the Department Head, or designee, without cause and without the right of appeal.

If a Department Head requests an extension of an established probationary period prior to expiration, the Director of Human Resources, or designee, may extend the probationary period in intervals of three (3) months beyond the end of the normal probationary period. The probationary period may be extended for two three (3) month intervals, six (6) months total. If the probationary period is extended, a written notice shall be provided to the employee prior to the expiration of the probationary period.

Section 21. Grievance Procedure

It is understood and agreed that the Peace Officers Procedural Bill of Rights, California Government Code Sections 3300-3311, is incorporated herein by reference and will apply equally to all employees represented by the Vacaville Police Officers Association bargaining unit.

Section 22. Payroll Deductions

The City shall maintain payroll deductions for normal and regular association membership dues and insurance premiums for plans sponsored by the City or the Association. The City will remit to the Association, a check for all deductions on a monthly basis.

Section 23. Bereavement Leave

Department Heads may grant their employees up to five (5) scheduled work days (for 7.5, 8, 10, and 12 hour employees) or three (3) shifts (for 24 hour employees) of bereavement leave in the event of the death of an immediate family member.

For the purposes of this section, "immediate family" shall include spouse, registered domestic partner, children, parent, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, or anyone residing in a household who is a dependent or a relative.

The hours will not be taken from the employee's leave banks and will not become a vested property right.

This provision does not apply if the death occurs while the employee is on leave of absence, or layoff.

Section 24. Discipline Appeal Process

The following is an amendment to Section 5.80 of the Personnel Policies and Procedures:

In the case of suspension without pay, demotion, or dismissal, the employee may appeal the decision of the Department Head to the City Manager. An employee shall have ten (10) calendar days from the date of the Department Head's decision to notify the City Manager in writing of the appeal. If the employee fails to appeal the Department Head's decision, the intended discipline shall be imposed on the day specified therein. If the employee appeals within the specified time, the Department Head will determine if the employee can remain on his or her normal work schedule or be placed on leave with pay until the appeal to the City Manager has been completed.

Appeal of suspension without pay up to maximum of 40 hours

In the case of suspension without pay up to a maximum of 40 hours, the decision of the City Manager shall be final.

Appeal of demotion or suspension without pay exceeding 40 hours, and dismissal

In the case of demotion, suspension without pay exceeding 40 hours, and dismissal, the employee may appeal the decision of the City Manager to an arbitrator. A written notice of appeal must be received by the City Manager no later than five (5) calendar days following the date of the City Manager's decision.

Upon receipt of the appeal, the City Manager shall contact the State Mediation and Conciliation Service (SMCS) to provide, in accordance with its normal and customary procedures, a list of names of neutral parties who may serve as an arbitrator. Upon receipt of the list from SMCS, the City and the Association shall meet and alternately strike names from the list until the name of one individual remains, who shall serve as the arbitrator.

The employee and the City shall share the fees and expenses of the arbitrator equally. A court reporter may be included in the proceedings upon mutual agreement of the parties, the cost of which shall be shared equally between the parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the cost or expenses of witnesses called by the other party. A party requesting a transcript of the arbitration shall bear the cost thereof.

The decision rendered by the arbitrator shall be final and binding and not appealable to the City Council or a court of law.

Section 25. Acting Pay

All out-of-rate (OOR) assignment requests shall be submitted in writing to Human Resources for approval, with a detailed listing of higher level or full scope duties to be performed.

Higher Level Duties (5%)

An employee who is temporarily assigned by the Department Head to perform higher level¹ duties at least 30% of the work-time, shall receive five percent (5%) above the employee's base pay, for all work performed in that capacity effective the date of the assignment. If the work is sporadic in nature, the 5% out-of-rate pay shall be granted only for the time performing the high level duties. An employee assigned to do higher level duties shall not be required to meet the Minimum Qualifications (MQ's) as stated in a class specification for any specific job, as the duties may or may not be from one particular job, they must simply be of a higher level than that in which the employee is currently classified.

VPOA

Time spent working in a higher level (5%) out-of-rate capacity shall not be counted as fulfilling any future probationary period.

Full Scope of Vacant Position (10%)

An employee who is temporarily assigned by the Department head to act in the capacity of his/her direct supervisor's vacant² position shall receive ten percent (10%) above the employee's base pay for all work performed in that capacity effective starting one (1) month after the assignment. The employee must meet the minimum qualifications of the position at time of assignment and must be performing the full scope of duties.

An employee working a full scope out-of-rate (10%) assignment for a period of 12 months and subsequently reclassified or promoted into the position shall not be required to complete a probationary period for the position.

Full scope acting assignments should not exceed one (1) year in duration.

¹ Examples of higher level duties include special project work, providing coverage for a supervisor on vacation, taking on higher level responsibilities during a department re-org, etc.

² A vacant position may include situations where the supervisor has left employment or retired, is out on an extended leave (and may/may not return) or has been reassigned temporarily to another position.

Section 26. Tuition Reimbursement

The City shall provide up to Two Thousand dollars (\$2, 000) per year per employee to reimburse registration/tuition/book costs for job-related college course work taken with prior City approval if the employee earns a "pass" (pass/fail) or "B" grade or better.

Section 27. Layoff Information

The parties agree that the layoff procedure described in the Personnel Policies and Procedures do apply. For the purposes of layoffs, the classification of Lead Detective shall be treated the same as the classification of Police Officer

VPOA


ENTIRE AGREEMENT

This agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This agreement supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated in this agreement.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. On the request of either party, both sides shall meet and confer regarding any proposed changes in personnel practices or working conditions.

IN WITNESS WHEREOF, the parties hereby executed this Memorandum of Understanding this 9th day of November 2021.

VACAVILLE POLICE OFFICERS ASSOCIATION



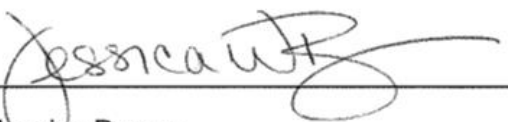
Andy Stefenoni

VPOA President

11.16.2021

Signature Date

CITY OF VACAVILLE



Jessica Bowes

Director of Human Resources

11-15-2021

Signature Date

APPENDIX A
VACAVILLE POLICE OFFICERS ASSOCIATION
SALARY SCHEDULE

Effective: Pay period including 11/01/2021

BU CODE	CLASS CODE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Hrs/Year
7500	8065	LEAD DETECTIVE (DIU)	\$105,258.65	\$110,521.54	\$116,047.65	\$121,850.06	\$127,942.56	2080
7500	8095	POLICE OFFICER	\$94,883.49	\$99,613.54	\$104,577.49	\$109,789.88	\$115,263.55	2080
7500	8100	POLICE OFFICER ACAD GRAD	\$82,941.54					2080
7600	8105	POLICE OFFICER TRAINEE	\$62,155.58					2080
7600	8140	PUBLIC SAFETY DISPATCHER	\$72,954.25	\$76,602.41	\$80,433.09	\$84,455.12	\$88,677.90	2080
7600	8145	PUBLIC SAFETY DISPATCHER ACAD GRAD	\$66,253.99	\$69,566.97	\$73,045.25	\$76,697.01	\$80,531.91	2080
7600	8150	PUBLIC SAFETY DISPATCHER TRAINEE	\$59,493.84	\$62,625.86				2080

MARKET SURVEY

The “market survey” methodology is as follows:

The city agencies of Antioch, Fairfield, Napa, Richmond, Sacramento, and Vallejo comprise the “market” for comparison purposes.

Top step Police Officer and Dispatcher (journey level) salaries from these agencies, and POST/Education Incentive, and any offset related to payment of employees’ PERS share pick-up, shall be the components surveyed.

When 50% plus one of the Peace Officers in the unit qualify for the Senior Police Officer Program at any level, the 2.5% compensation available from level I of the program will be included in any subsequent market survey, however, when 50% plus one of the Peace Officers in the unit qualify for the Senior Police Officer Program level II, the 5.0% compensation available from level II of the program will be then included in any subsequent market survey. When either threshold is reached, any somewhat similar programs in the other survey agencies (e.g., Fairfield’s “Proficiency Pay”) will also be considered in the comparison.

VPOA

The top step salary for the Vacaville Police Officer and Dispatcher classifications shall be adjusted to equal the median Police Officer and Dispatcher (journey level) compensation as calculated from the survey. The Police Officer Trainee classification shall be adjusted to maintain the current spacing below the Police Officer classification. The Lead Dispatcher classification shall be adjusted to maintain the current spacing above the Dispatcher classification.

In the event one or more of the survey agencies consolidates dispatch operations, the parties agree to meet and confer over the impact related to the survey process.

APPENDIX B

MASTER POLICE OFFICER ASSIGNMENT

Distinguishing Characteristics:

Master Police Officer is an assignment. This assignment is distinguished from Police Officer by the lead responsibility assumed, independence of action taken, and duty to act as an assistant supervisor when required. This role is distinguished from Police Sergeant in that the latter is a formal classification and the first supervisory level in the sworn class series.

Supervision:

- Master Police Officers receive general supervision from a Police Sergeant or Police Lieutenant.
- Master Police Officers may provide informal mentoring, technical and functional supervision over assigned personnel as needed and serve as Patrol shift supervisor in the absence of the Sergeant, but will not conduct performance reviews or recommend discipline.

Assignment Details:

- One Master Police Officer shall be assigned to each Patrol shift. Master Police Officer assignments outside patrol shifts shall be at department head discretion.
- Duration shall be 12 months, with extension(s) of up to 12 months available upon employee's request and Department's approval.
- Notification of Master Police Officer assignments and extensions shall be made by October 1st each year with a January 1st effective date.
- Initial shift assignments are by Department seniority among the Master Police Officers selected; subsequent shift selections will be by seniority within those assigned.
- Incumbents are required to have completed supervisory training within the first 12 months of assignment.
- The shift Sergeant and Master Police Officer shall not overlap scheduled time off.
- The assignment is mutually exclusive from the FTO and K-9 specialties (i.e., a Police Officer assigned as a Master Police Officer cannot continue to perform as an FTO or K-9 Officer).
- Master Police Officer qualifies as a Special Assignment for the Senior Officer Program.
- Distinguishing uniform insignia is a gold star under two chevrons.

Compensation:

- The Alternate Rate Policy applies and the form must be completed to recognize the higher level of responsibility for all hours worked for duration of assignment (note: check the "continuous" and 5% boxes).



Human Resources Department

TO: ANDY STEFENONI, VPOA PRESIDENT
FROM: JESSICA BOWES, DIRECTOR OF HUMAN RESOURCES
SUBJECT: SECTION 16.8 AND APPENDIX B – MASTER POLICE OFFICER ASSIGNMENT
DATE: FEBRUARY 23, 2022

The City and the Vacaville Police Officers Association (VPOA) agree to modify Section 16.8 and Appendix B of the VPOA Memorandum of Understanding (MOU) as follows:

16.8 ~~Master Police Officer~~ Corporal Assignment

Appendix B describes the ~~Master Police Officer~~ Corporal Assignment. Should the Chief of Police decide to cancel the ~~Master Police Officer~~ Corporal Assignment program, the Parties will meet and confer over the impact of the cancellation. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.

APPENDIX B

MASTER POLICE OFFICER CORPORAL ASSIGNMENT

Distinguishing Characteristics:

~~Master Police Officer~~ Corporal is an assignment (not a rank or classification). This assignment is distinguished from Police Officer by the lead responsibility assumed, independence of action taken, and duty to act as an assistant supervisor when required. This role is distinguished from Police Sergeant in that the latter is a formal classification and the first supervisory level in the sworn class series.

Supervision:

- ~~Master Police Officers~~ Corporals receive general supervision from a Police Sergeant or Police Lieutenant.
- ~~Master Police Officers~~ Corporals may provide informal mentoring, technical and functional supervision over assigned personnel as needed and serve as Patrol shift supervisor in the absence of the Sergeant, but will not conduct performance reviews or recommend discipline.

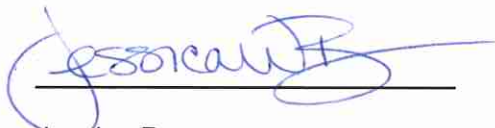
Assignment Details:

- One ~~Master Police Officer~~Corporal shall be assigned to each Patrol shift. ~~Master Police Officer~~Corporal assignments outside patrol shifts shall be at department head discretion.
- Duration shall be 12 months, with extension(s) of up to 12 months available upon employee's request and Department's approval.
- Notification of ~~Master Police Officer~~Corporal assignments and extensions shall be made by October 1st each year with a January 1st effective date.
- Initial shift assignments are by Department seniority among the ~~Master Police Officers~~Corporals selected; subsequent shift selections will be by seniority within those assigned.
- Incumbents are required to have completed supervisory training within the first 12 months of assignment.
- The shift Sergeant and ~~Master Police Officer~~Corporal shall not overlap scheduled time off.
- The assignment is mutually exclusive from the FTO and K-9 specialties (i.e., a Police Officer assigned as a ~~Master Police Officer~~Corporal cannot continue to perform as an FTO or K-9 Officer).
- ~~Master Police Officer~~Corporal qualifies as a Special Assignment for the Senior Officer Program.
- Distinguishing uniform insignia is a gold star under two chevrons.

Compensation:

- The Alternate Rate Policy applies and the form must be completed to recognize the higher level of responsibility for all hours worked for duration of assignment (note: check the "continuous" and 5% boxes).

For The City and the Vacaville:



Jessica Bowes

Director of Human Resources

Date: 2-23-2022

For the VPOA:



Andy Stefenoni

President

Date: 2.23.22



Human Resources Department

TO: ANDY STEFENONI, VPOA PRESIDENT
FROM: JESSICA BOWES, DIRECTOR OF HUMAN RESOURCES
SUBJECT: SIDE LETTER OF AGREEMENT, ECONOMIC ENHANCEMENTS
DATE: FEBRUARY 15, 2023

The City of Vacaville (City) and Vacaville Police Officer's Association (VPOA) agree as set forth below. This Side Letter shall not be effective and binding unless signed by both parties and approved by the Vacaville City Council at its February 14, 2023 regular meeting.

VPOA/CITY OF VACAVILLE MOU, 11/1/21 – 10/31/24

The City and VPOA agree to modify the following Sections of the 11/1/21 – 10/31/24 VPOA Memorandum of Understanding (MOU) as follows, which modifications shall be effective January 22, 2023.

Section 12. Salary

The Salary Schedule is recorded in Appendix A.

Effective the pay period including November 1, 2021, represented classifications other than Police Officer Trainee (Non-Sworn) shall receive – 4.0% COLA and a 1.0% equity salary increase.

Effective the pay period including November 1, 2022, represented classifications other than Police Officer Trainee (Non-Sworn) shall receive – 3.0% COLA and a 1.0% equity salary increase.

Effective the pay period including January 22, 2023, represented classifications other than Police Officer Trainee (Non-sworn) shall receive – 6.0% equity salary increase.

Effective the pay period including November 1, 2023, represented classifications other than Police Officer Trainee (Non-Sworn) shall receive – 2.0% COLA and 1.0% equity salary increase.

Section 14. Clothing Allowance

The annual clothing allowance, for employees other than Police Officer Trainee, shall be one-thousand ~~two~~ eight hundred dollars (~~\$1,200~~\$1,800) for sworn employees and one-thousand seventy-five dollars (\$1,075) for non-sworn employees.

Clothing allowance shall be paid on a pay period basis. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees Retirement Law (PERL) for Classic members only. This pay is NOT PERS reportable for PEPR

members. If an employee has worked less than a full year in an eligible classification, the allowance will be pro-rated to account for any period of time during which the employee was not yet employed or was on a leave of absence without pay.

Section 18. Educational Incentive

Degree Pay:

Sworn personnel possessing an A.A. Degree shall receive 2.5% of base rate as an incentive for that degree and sworn personnel with a B. A. Degree shall receive 5.0% of base rate. This provision shall be applicable only to degrees earned from accredited junior colleges, state colleges or universities. These payments shall not be compounded. CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRAs members.

A police officer who is assigned to an academy or to field training, who holds one or both of the above-mentioned degrees, shall be eligible for educational incentive raises upon completing the basic academy and/or field training.

City of Vacaville Senior Officer Certification Pay:

The Senior Police Officer Program is a City of Vacaville program outlined in a Human Resources policy applicable to all sworn employees as follows:

- a. Senior Police Officer I certification: two point five percent (2.5%) of employee's base salary.
- ~~a-b.~~ Senior Police Officer II certification: five percent (5%) six percent (6.0%) of employee's base salary.
- ~~b-c.~~ Senior Police Officer III certification: ten percent (10%) eleven percent (11.0%) of employee's base salary.


Employees are responsible for submitting a copy of their completed certification to Human Resources. Pay shall be effective the pay period following receipt of all required documentation. Employees may only receive one Senior Police Officer Certification pay, no compounding.

For the City of Vacaville:



Jessica Bowes
Director of Human Resources

For the Vacaville Police Officers' Association:



Andy Stefanoni
President

Date: 2-15-23

Date: 2.15.23



CITY OF VACAVILLE
HUMAN RESOURCES DEPARTMENT

650 Merchant Street • Vacaville, CA 95688 • CityofVacaville.gov • 707.449.5101

TO: DANIEL MARTINEZ, VPOA PRESIDENT
FROM: JESSICA BOWES, DIRECTOR OF HUMAN RESOURCES
SUBJECT: SIDE LETTER OF AGREEMENT; SECTION 5. CALL-BACK
DATE: JULY 20, 2023

The City and Vacaville Police Officers Association (VPOA) agree to modify Section 5 of the VPOA Memorandum of Understanding (MOU) as follows:

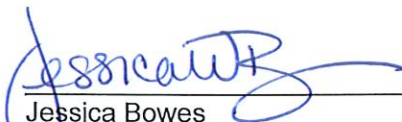
Section 5. Call-Back/Call-in

When an employee is called back to work after having completed his or her shift and left the police facility, the employee shall be compensated at the rate of time and one-half (1-1/2) for two (2) hours, or the actual time spent on call-back or in court, whichever is greater.

When an employee is called in more than forty-five (45) minutes prior to the start of the employee's next shift, the two -(2) hour minimum shall apply. When an employee is called in for forty-five (45) minutes or less prior to the start of the employee's next shift, time and one-half (1-1/2) shall apply on a minute for minute basis.

For the City of Vacaville:

For the Vacaville Police Officers Association:



Jessica Bowes
Director of Human Resources



Daniel Martinez
VPOA President

Date: 7-24-2023

Date: 08-02-2023