

MEMORANDUM OF UNDERSTANDING

BETWEEN THE
CITY OF VACAVILLE
AND THE
VACAVILLE POLICE MANAGERS ASSOCIATION

November 1, 2021 – October 31, 2024

Approved by Council: November 9, 2021

TABLE OF CONTENTS

SECTION 1 – TERM 3

SECTION 2 – RECOGNITION..... 3

SECTION 3 – SALARY..... 3

SECTION 4 – RETIREMENT 4

SECTION 5 – HEALTH & WELFARE 5

 5.1 Health Insurance 5

 5.2 Dental Insurance 5

 5.3 Vision Insurance 5

 5.4 Life Insurance 5

 5.5 Short Term Disability..... 5

 5.6 Double Coverage “Opt Out” 5

 5.7 Establishment of a Trust..... 6

 5.8 Postretirement Health Benefits 6

 5.9 Section 125 / Flexible Spending Account (FSA)..... 7

SECTION 6 – HOLIDAYS..... 7

SECTION 7 – VACATION..... 8

SECTION 8 – ADMINISTRATIVE LEAVE..... 8

SECTION 9 – SICK LEAVE 8

 9.1 Rate of Accrual 8

 9.2 Sick Leave Buyback..... 8

 9.3 Healthy Workplace Healthy Family Act (AB 1522) 9

SECTION 10 – WORKWEEK 9

SECTION 11 – OVERTIME/COMPENSATORY TIME OFF 9

SECTION 12 – TUITION REIMBURSEMENT 10

SECTION 13 – BEREAVEMENT LEAVE 10

SECTION 14 – PROBATION 10

SECTION 15 – CALLBACK/COURT TIME 10

 15.1 Callback 10

 15.2 Court Overtime..... 10

SECTION 16 – SHIFT DIFFERENTIAL 11



VPMA

SECTION 17 – EXTRA COMPENSATION FOR LIEUTENANTS – INCIDENT DRIVEN	11
SECTION 18 – UNIFORM ALLOWANCE	11
SECTION 19 – EDUCATION INCENTIVE PAY	11
SECTION 20 – ON-CALL PAY FOR SERGEANTS	12
SECTION 21 – CATASTROPHIC LEAVE POLICY	12
SECTION 22 – DEFERRED COMPENSATION	12
SECTION 23 – BILINGUAL SKILLS PAY	12
SECTION 24 – MOTORCYCLE ASSIGNMENT	12
SECTION 25 – EXTRA COMPENSATION FOR MUTUAL AID INCIDENTS.....	13
SECTION 26 – ACTING PAY	13
SECTION 27 – PHYSICAL FITNESS PLAN	13
SECTION 28 – GRANT ADMINISTRATOR EXTRA COMPENSATION	13
ENTIRE AGREEMENT	14
APPENDIX A	15
APPENDIX B	16
APPENDIX C	18
APPENDIX D	20

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

This agreement is entered into this 9th day of November 2021, between the City of Vacaville (the "City") and the Vacaville Police Managers 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 Captain (Sworn)
- Police Lieutenant (Sworn)
- Police Sergeant (Sworn)

SECTION 3 – SALARY

Salary schedule is recorded in Appendix A. Percentage of compaction between classifications to remain no less than 25.1% between top step Police Officer and Police Sergeant.

Effective the pay period that includes November 1, 2021, represented employees shall receive a – 4% COLA

Effective the pay period that includes November 1, 2022, represented employees shall receive a – 3% COLA

Effective the pay period that includes November 1, 2023, represented employees shall receive a – 2% COLA

SECTION 4 – RETIREMENT

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%
- Employees shall pay a combined total of twelve percent (12%) (9% employee contribution plus 3% employer contribution) towards CalPERS retirement. The 3% shall be paid into the employee's individual CalPERS account as a cost share via a CalPERS contract amendment.

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%
- Employees shall pay a combined total of twelve percent (12%) (9% employee contribution plus 3% employer contribution) towards CalPERS retirement. The 3% shall be paid into the employee's individual CalPERS account as a cost share via a CalPERS contract amendment.

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)

SECTION 5 – HEALTH & WELFARE

City contributes the following amounts for employee plus family towards health, dental, vision, and life insurances. Employees are responsible for amounts that exceed the maximum amount paid by City.

5.1 Health Insurance

During the term of this Memorandum of Understanding the City will contribute eighty-five percent (85%) of the CalPERS 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.

5.2 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).

5.3 Vision 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).

5.4 Life Insurance

The City shall provide a life insurance policy in the amount of \$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.

5.5 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.

5.6 Double Coverage "Opt Out"

Employees currently receiving the waiver (opt-out) incentive will be changed from a deferred compensation contribution to an annual cash benefit of \$3,000 (paid at the rate of \$115.38 per pay period) effective as soon as administratively possible following Council adoption and will be grandfathered into the benefit. No new enrollments will be allowed into the waiver (opt-out) benefit effective the pay period of Council adoption. 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 “Opt Out” compensation if they demonstrate that they have other Affordable Care Act compliant group health coverage.

5.7 Establishment of a Trust

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 annual amounts described below:

Tier 1 and Tier 2 retiree medical = \$1,200 (contribution rate of \$46.15 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.

5.8 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

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.

5.9 Section 125 / Flexible Spending Account (FSA)

The City will 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.

SECTION 6 – HOLIDAYS

Police Lieutenants and Police Sergeants receive 6.08% pay in lieu of holidays.

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

Police Captains shall receive 13 paid holidays as follows:

1. Independence Day
2. Labor Day
3. Veteran’s Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Memorial Day
7. Christmas
8. Christmas Eve (4 hours)
9. New Year’s Day
10. New Year’s Eve (4 hours)
11. Martin Luther King’s Birthday
12. President’s Day
13. Juneteenth

In addition, Police Captains shall be credited with two floating holidays (16 hours), deposited into their vacation bank on July 1st of each year.

Captains hired/promoted between July 1st and December 31st shall receive 100% floating holiday credit. Captains hired/promoted between January 1st and June 30th shall receive 50% of the floating leave credit.

For Captains, all recognized holidays falling on Saturday will be celebrated on the preceding Friday; holidays falling on Sunday will be celebrated on the following Monday.

If Christmas Eve or New Year's Eve occurs on Friday, Saturday or Sunday, eight (8) hours shall be converted to eight (8) floating hours and credited to the Captain's vacation leave on July 1st preceding the holiday. Captains hired/promoted after January 1st shall not get floating holiday credit for New Year's Eve or Christmas Eve of the previous year.

SECTION 7 – VACATION

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

0 through 5 years of service	21 days (168 hours)
6 through 15 years of service	26 days (208 hours)
16+ years of service	30 days (240 hours)
Maximum accrual	320 hours
Bonus after 5 and 15 years	5 days (40 hours) lump sum credit

- 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 the preceding twelve (12) months (mid-December through 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 time shall 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.

SECTION 8 – ADMINISTRATIVE LEAVE

Police Lieutenants and Police Captains will accrue administrative leave on a pay period basis equivalent to 8 days/64 hours/year. In addition, they will be eligible for 2 additional days of administrative leave granted at the discretion of the Department Head. The maximum accrual is 100 hours. Anything above 100 will automatically cash out. In November of each year, an election form will be sent to the Police Lieutenants and Police Captains allowing them to cash out any administrative leave they have on the books. The administrative leave will be paid out on the first pay check in the month of December. Any cash-out of administrative leave shall be paid out at the Fair Labor Standards Act regular rate of pay.

SECTION 9 – SICK LEAVE

9.1 Rate of Accrual

Sick Leave accrues at eight (8) hours per month with unlimited accrual. Twenty-five percent (25%) of their sick leave balance may be cashed out upon retirement.

9.2 Sick Leave Buyback

Annually in January, employees with 30 days of sick leave balance who use less than 4 of the 12 days earned (during the measurement period of mid-December through mid-December)

can elect to receive 50% of the unused portion earned in that year in cash. An election form will be sent to eligible employees showing their sick leave balance in mid-January of each year. Employees must elect whether or not they want sick leave cash out and how much. The election form must be returned to Human Resources by January 31st. The sick leave will be paid out on the first pay check in the month of February.

9.3 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.

SECTION 10 – WORKWEEK

Police management work a forty (40) hour work week, which consists of one of the following schedules: five eight hour days (5/8 work schedule) or four ten hour days (4/10 work schedule), as determined by the Chief of Police.

SECTION 11 – OVERTIME/COMPENSATORY TIME OFF

Police Sergeants shall earn overtime at 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 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. Police Sergeants may accrue compensatory time off (CTO) under this MOU for approved overtime hours (as set forth above) at the rate of 1-1/2 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 Human Resources 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.

The City will not require VPMA 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 12 – TUITION REIMBURSEMENT

The City shall provide up to two thousand dollars (\$2,000) per fiscal year per employee for repayment of current student loans and/or to reimburse registration/tuition/book costs for job-related college course work or vocational/technical training taken with prior City approval if employee earns a "pass" (pass/fail) or "B" grade or better. Student loan repayment will be based on City Policy.

SECTION 13 – 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 death of an immediate family member.

For 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 14 – PROBATION

Employees shall be required to serve a twelve (12) month initial probationary period. 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.

SECTION 15 – CALLBACK/COURT TIME

15.1 Callback

When a Police Sergeant is called back to work on City business during off-duty hours, after having completed his or her shift and having left the police facility, the Sergeant shall be compensated at the rate of time and one-half (1-1/2) for a minimum of two (2) hours, or the actual time spent on the call-back, whichever is greater.

15.2 Court Overtime

When a Police Sergeant or Police Lieutenant 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 a minimum of four (4) hours, or the actual time spent 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.

SECTION 16 – SHIFT DIFFERENTIAL

\$115.38 per pay period for employees 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. Current official graveyard shift schedule is 2100-0700.

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 – EXTRA COMPENSATION FOR LIEUTENANTS – INCIDENT DRIVEN

Police Lieutenants required by the Department to provide management oversight for incident driven situations shall receive extra compensation at a rate of time and one half the employee's regular rate of pay for any such hours beyond the employee's scheduled 40 hours in a calendar week. The Chief shall make the determination of what qualifies as "incident driven" under this section.

The parties understand this compensation does not qualify as reportable under the Public Employees Retirement Law (PERL) for purposes of CalPERS pension calculations.

SECTION 18 – UNIFORM ALLOWANCE

All classifications shall receive \$1,000.00 per year plus \$50.00 per year safety equipment allowance. The uniform and safety equipment allowances will be paid on a pay period basis. No separate checks will be issued. 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 reportable for PEPRAs members.

SECTION 19 – EDUCATION INCENTIVE PAY

Degree Pay

Police Sergeants and Lieutenants shall receive 7.5% for a Bachelor degree or 5.0% for an Associate degree (no compounding). Police Captains shall receive 5% for a Bachelor degree or 7.5% for a Master's degree (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.

City of Vacaville Leadership Certification Pay:

The Leadership Certification Program is a City of Vacaville Program outlined in a Human Resources policy applicable to all PMA employees as follows:

- a. Senior Leadership I certification: five percent (5%) of employee's base salary.
- b. Senior Leadership 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 Leadership 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 PEPRA members.

SECTION 20 – ON-CALL PAY FOR SERGEANTS

The lead Sergeant assigned to each Investigative Division (Crime Impact Team (CIT), Investigative Services (ISS), Special Victims Unit (SVU) and VICE) shall be compensated at a rate of \$110.00 per week in recognition of their on-call status as the lead supervisor over the specified unit. Sergeants in these assignments shall be available and reachable by telephone or radio during non-work hours, be ready to respond to calls for service, and refrain from activities that might impair their ability to perform assigned duties.

The \$110.00 per week on call pay shall be paid on a pay period basis (\$220 per pay period) and shall be prorated for employees starting or stopping the assignment mid-week. This pay shall be suspended (and possibly reassigned to another employee) if the original employee is on any type of leave (paid or unpaid) for more than 30 days. In no case will an employee receive the 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 PEPRA members.

SECTION 21 – CATASTROPHIC LEAVE POLICY

Policy is referenced in Appendix B.

SECTION 22 – DEFERRED COMPENSATION

The City contributes one percent (1%) of employee's base salary into a deferred compensation plan, providing the employee contributes a minimum of one percent (1%). The City offers a 457 (k) deferred compensation plan.

SECTION 23 – BILINGUAL SKILLS PAY

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 PEPRA members.

SECTION 24 – MOTORCYCLE ASSIGNMENT

The City recognizes 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 repair facilities) by employees assigned to duty as motorcycle officers amounts to twenty minutes per day, four days in 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 a Police Sergeant assigned to motorcycle duty is 1 ½ 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 the California Public Employees' Retirement Law (PERL) for Classic and PEPRA members.

If and when a Police Sergeant 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.

SECTION 25 – EXTRA COMPENSATION FOR MUTUAL AID INCIDENTS

Police Lieutenants and Police Captains assigned in writing by the Chief of Police to report to and assist with a mutual aid incident that will be reimbursable from an outside agency, will receive additional compensation at a rate of time and one half the employee's regular rate of pay for any such hours beyond the employee's scheduled 40 hours in a calendar week.

Payment shall be consistent with the "portal to portal" provision of the California Fire Assistance Agreement (CFAA) under the Office of Emergency Services (OES).

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

SECTION 26 – ACTING PAY

An employee assigned in writing by that employee's supervisor to assume the full duties, and works in that higher paid position, will receive acting pay in that higher paid position, with the pay commencing at the start of the written assignment. For the purposes of this section, acting pay is five percent (5%) of the employee's current classification rate of pay.

SECTION 27 – PHYSICAL FITNESS PLAN

The City and the Association agree to the "Vacaville Police Officer Physical Fitness Program" ("Program") as described in the Vacaville Police Officers Association (VPOA) MOU. The Program is designed to encourage officers to achieve and maintain overall good fitness levels. All sworn personnel are eligible to participate. Participation will be voluntary.

SECTION 28 – GRANT ADMINISTRATOR EXTRA COMPENSATION

One Police Lieutenant, assigned in writing by the Chief of Police and while performing the duties of the STEP Grant Administrator, will receive additional compensation at a rate of time and one-half the employee's regular rate of pay for any such hours beyond the employee's scheduled 40-hours in a calendar week. In the event the assigned Lieutenant is out on sick leave, vacation, or unavailable due to a scheduling conflict, the Chief of Police may assign an alternate Lieutenant, for that period of absence only, to act as the STEP Grant Administrator if

necessary for these Grant activities. The City and VPMA agree that we will not have more than one Lieutenant receiving the extra compensation at any given time.

ENTIRE AGREEMENT

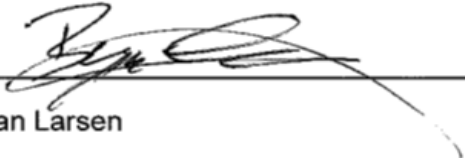
This agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This agreement supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated in this agreement.

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 MANAGERS ASSOCIATION

CITY OF VACAVILLE



Bryan Larsen

VPMA Vice President



Jessica Bowes

Director of Human Resources

11 / 24 / 2021

Signature Date

11-15-2021

Signature Date

APPENDIX A

SALARY SCHEDULE

VACAVILLE POLICE MANAGERS ASSOCIATION

Effective: Pay period including 11/01/2021

BU CODE	CLASS CODE	CLASSIFICATION	RANGE		HOURS/YEAR
7000	8085	POLICE CAPTAIN	\$ 186,360.71	\$ 205,462.62	2080
7000	8090	POLICE LIEUTENANT	\$ 169,004.02	\$ 177,483.08	2080
7100	8125	POLICE SERGEANT	\$ 142,381.60	\$ 149,492.73	2080

APPENDIX B CATASTROPHIC LEAVE POLICY

Catastrophic Leave Program

The City 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.

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

- 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 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.

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- 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 or injury, unused donations will not be deducted from the original donor's balance.
- h. Taxability of leave donated or received under this program is governed by Internal Revenue Service guidelines.
- i. For the purposes 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.

APPENDIX C

DISCIPLINARY PROCEDURES

Appeals of Disciplinary Actions

All disciplinary actions (i.e., dismissal, demotion, in-class reductions in pay step, or suspension without pay) must be in writing and signed by the appointing authority or designee. The employee will receive a written notice of proposed discipline which will include the nature of the discipline, the facts upon which the discipline is based, and the effective date of the proposed disciplinary action. Each employee will, upon request, receive copies of all materials that relate to the proposed discipline.

Appeals of Letters of Reprimand or Punitive Transfers shall be handled in accordance with existing statutory and/or case law, and in conformance with Police Department Policy #201.

The failure of a Department Head to follow this procedure shall not render the action void nor constitute a defense by an employee to a disciplinary action.

“Skelly”

In the case of dismissals, demotions, in-class reductions in pay step, or suspensions without pay, as provided for in the law and applicable court decisions, the employee shall be offered a “Skelly” opportunity pursuant to which the employee shall be furnished written notice containing the nature of the proposed action, the reasons therefore, all materials and statements related to the action and the right to address the charges, orally or in writing. This notice shall be furnished at least one calendar week prior to the proposed effective date of the action.

In the event of dismissal, after receiving notice, but prior to the proposed effective date of dismissal, the employee may be retained in duty status, or suspended with pay at the discretion of the Department Head.

If the employee fails to respond to the advance notice of the proposed action, the action of the Department Head shall be effective on the date specified for final action. Should the employee respond orally or in writing, the Department Head shall consider any comments of the employee before making a final decision, and shall transmit to the employee a letter containing the decision within ten (10) calendar days.

The only exception to giving prior notice for dismissal or suspension without pay, as provided for in the law, is in an emergency where it is deemed necessary to remove the employee from his/her employment immediately for the safety of the public, the employee, or other City employees, provided a Skelly opportunity is afforded at the earliest reasonable opportunity available and the disciplinary action is still appealable. An employee removed on an emergency basis will be placed on paid administrative leave pending receiving the notice and an opportunity to respond.

Disciplinary Appeals

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/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 a maximum of forty (40) hours, or the monetary equivalent in-class reduction in pay step - In the case of suspension without pay up to a maximum of forty (40) hours, or the monetary equivalent resulting from an in-class reduction in pay step, the decision of the City Manager shall be final.

Appeal of suspension without pay exceeding forty (40) hours, or the monetary equivalent in-class reduction in pay step, demotion, or dismissal - In the case of suspension without pay exceeding forty (40) hours, or the monetary equivalent resulting from an in-class reduction in pay step, demotion, or 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 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 Organization 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.

APPENDIX D**GRIEVANCE PROCEDURE****Grievance Procedure**

The purpose of this grievance procedure is to provide all employees covered by the Group Policy the opportunity to settle problems in the course of their employment in a fair and orderly fashion if such problems cannot be settled informally.

Application. This procedure shall apply to employees of the City covered by the Memorandum of Understanding. A grievance may be on behalf of an individual employee or all employees affected.

All time periods specified herein may be extended by written agreement of the grievant and the City Manager or designated representative.

Scope. This procedure may be used whenever an employee believes he/she has been personally adversely affected by any action taken by his/her supervisor in the following matters:

- a. Violation of City policies/employee group policy governing working conditions
- b. Promotion
- c. Layoff
- d. Discrimination prohibited by law

Informal Resolution of Complaints. Before filing a grievance, an employee who has a complaint should attempt to resolve the matter through informal discussion with the appropriate supervisor without undue delay. It is the policy of the City to settle complaints at the first stage of complaint. Informal resolution shall not constitute the establishment of a "practice", "past practice" or a modification or interpretation of this Group Policy unless it is in writing approved by the Director of Human Resources and the City Attorney.

Grievance Review Process. A grievance does not exist until reduced to writing, on a grievance form provided by the City, and filed at both the first level of review and with the Director of Human Resources. If at any time in the proceedings it is determined that (a) grievant is not entitled to use the procedures or (b) the matter grieved is outside the scope of this procedure, the grievance shall be returned to the grievant with a written explanation and the proceedings shall be terminated.

Departmental Level of Review. Within seven (7) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to the Department Head.

This statement shall be a clear concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The Department Head shall communicate his/her decision within seven (7) calendar days after receiving the appeal. If the Department Head does not respond within the time limits, the grievant may appeal to the next level. The Third Level of Review shall include the following Department Head step for investigating grievances.

Department Head Investigatory Step

- A. Convene a meeting with the employee and the grievant and the affected supervisor(s) at a mutually agreed upon time and place. Minutes shall be taken (unless any portion is agreed to be confidential) and shared with all participants.
- B. The grievant will present the issue, uninterrupted, to the Department Head along with any documentation.
- C. The Department Head will take notes, summarize the grievant's main points and obtain any necessary clarification.
- D. The Supervisor will present the issue, uninterrupted, to the Department Head along with any documentation.
- E. The Department Head prepares a list of the items that are in dispute.
- F. The Department Head will facilitate a discussion between the parties in an attempt to resolve the grievance. If a solution is arrived at that is acceptable to the parties, it will be recorded in writing and signed by the parties.
- G. In the absence of a resolution at the meeting, the Department Head will render a decision after taking the following steps;
 - 1. Conduct an independent investigation to confirm the facts that were presented at the meeting.
 - 2. Meet with the Director of Human Resources to share the facts of the dispute and to review possible solutions.
 - 3. Consult with the grievant to explore the possibility of a mutually acceptable solution prior to issuing a final decision.
 - 4. In the absence of an agreed upon resolution, prepare a report summarizing the meetings that have been held, any subsequent investigation and or meetings by the Department Head and set forth the decision along with supporting justification.
- H. In the event the Department Head's decision is appealed to the City Manager, a complete record of the above will be provided before the hearing to the City Manager.

City Manager Level of Review. If the grievant is not satisfied with the decision at the Departmental level he/she may within seven (7) calendar days appeal the decision in written form to the City Manager or his/her designee. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear concise statement of the reasons for the appeal.

The City Manager or his designee shall communicate his/her decision to the grievant within seven (7) calendar days. The City Manager will make final determination of all grievances.

Representation. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.

Access to Information. At each level of review the grievant shall have access to the materials comprising the record of the grievance.

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City Time for Preparation and Meetings. The grievant and any representative (if employed by the City) are entitled to use a reasonable amount of work time in preparing and presenting the grievance.

No Reprisals. No employee will be discriminated against in his/her employment because of the employee's utilization of this procedure. Complaints regarding allegations of reprisals should be submitted to the City Manager.

Reconsideration of a Grievance. Once a grievance has been reviewed under this procedure, it shall not be reopened or reconsidered except by mutual consent of the grievant and the City Manager.



CITY OF VACAVILLE
HUMAN RESOURCES DEPARTMENT

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

TO: FRANK PIRO, VPMA PRESIDENT
FROM: JESSICA BOWES, DIRECTOR OF HUMAN RESOURCES
SUBJECT: SIDE LETTER OF AGREEMENT; SECTION 15.1 CALLBACK
DATE: JULY 20, 2023

The City and Vacaville Police Managers Association (VPMA) agree to modify Section 15.1 of the VPMA Memorandum of Understanding (MOU) as follows:

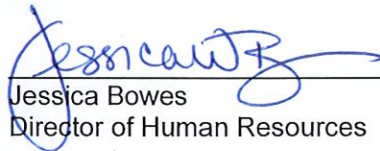
Section 15.1 Callback/Call-in


When a Police Sergeant is called back to work on City business during off-duty hours, after having completed his or her shift and having left the police facility, the Sergeant shall be compensated at the rate of time and one-half (1-1/2) for a minimum of two (2) hours, or the actual time spent on the call-back, whichever is greater.

When a Police Sergeant 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 a Police Sergeant 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 Mangers Association:


Jessica Bowes
Director of Human Resources


Frank Piro
VPMA President

Date: 7-24-2023

Date: 07/24/23