

Vallejo Police Officers Association

Factfinding Proposal

November 11, 2013

The following summary terms comprise a formal VPOA comprehensive economic “package” counter proposal. All City economic proposals not specifically identified herein are rejected as part of this Factfinding Proposal.

The VPOA does not waive any legal rights or claims by submission of this Counter Proposal.

SECTION 22. HEALTH AND LIFE INSURANCE

A. Active Medical Benefits

The City shall continue to offer medical plans through CalPERS medical/PEMHCA. The City shall provide the cost of premiums up to 75% of the Kaiser Bay Area rate for each level of participation (i.e., employee only; employee plus one dependent; employee plus two or more dependents). Such employer contributions may be made either as a direct contribution or via a flexible benefits plan. Members shall be responsible for premium costs in excess of the City’s contribution.

B. Defined Retirement Medical Benefits¹

1. Members Hired Prior to February 1, 2009: The City shall contribute the greater of 100% of the least expensive premium among the plans provided in the Bay Area/Sacramento options, or 66.67% of the Kaiser Bay Area premium

¹ The VPOA specifically notes that each member hired prior to the effective date of an agreement, including retired members, maintains a vested right to his/her retirement medical benefit. Nothing in this proposal shall be interpreted to constitute a waiver of such members’ individual vested rights.

at each level of participation (ie. employee only, employee plus one dependent, employee plus two or more dependents). Any retired member who qualifies and is eligible for Medicare shall enroll in a Medicare plan, at which time, the City's maximum contribution shall be the greater of 100% of the least expensive Medicare Plan or 66.67% of the Kaiser California Medicare plan, at each level of participation.

2. Members Hired between February 1, 2009 and Ratification: For members with less than 10 years of service, the City shall provide each member with the minimum PEMHCA contribution provided under Government Code § 22892(b). After completing the ten year vesting schedule established in the January 28, 2009 Supplemental Agreement, the City shall contribute the greater of 100% of the least expensive premium among the plans provided in the Bay Area/Sacramento options, or 66.67% of the Kaiser Bay Area premium at each level of participation (ie. employee only, employee plus one dependent, employee plus two or more dependents). Any retired member who qualifies and is eligible for Medicare shall enroll in a Medicare plan, at which time, the City's maximum contribution shall be the greater of 100% of the least expensive Medicare Plan or 66.67% of the Kaiser California Medicare plan, at each level of participation. The ten year vesting schedule shall not apply to members who retire due to an industrial disability.
3. Members Hired After the Ratification of this Agreement: The City shall provide each member with the PEMHCA minimum contribution as required by Government Code § 22892(b). Additionally, upon completing his/her probationary period, the City shall provide each member with an individual account with a Voluntary Employee Beneficiary Association ("VEBA") [IRC Section 501(c)(9) trust] selected by the City. The City shall contribute

monthly an amount of money into each employee's VEBA account equal to one and one-half percent (1.5%) of the employee's base monthly salary.

4. City Funding Obligations. The City shall establish an irrevocable trust to provide retired members with the deferred compensation described herein, above. Liabilities to be paid through the irrevocable trust shall be calculated with an actuarially assumed discount rate equal to that of CalPERS pension fund (or the maximum allowed). Each year, the City shall contribute the full Annual Required Contribution ("ARC"), as established by the City's actuarial consultant.

5. Employee Funding Obligations. Except as described below, each member of the VPOA hired prior to the ratification of this agreement shall contribute three and one-half percent (3.5%) of his/her base salary per pay period on a pre-tax basis, to fund the irrevocable trust. In the event the parties are advised that such contributions cannot be made on a pre-tax basis, such contributions shall be converted to employee contributions of employer pension contributions.

SECTION 20. SICK LEAVE, SICK LEAVE BUY-BACK, MATERNITY LEAVE, AND BEREAVEMENT LEAVE

The VPOA agrees to reduce the rate of sick leave accrual for all VPOA members hired on or after the date of ratification of this Agreement, to 120 hours per year (currently 180 hours). The VPOA further agrees to reduce the credited sick leave hours for such employees following six (6) months of full-time service to sixty (60) hours (currently 90 hours).

SECTION 27. RETIREMENT PLAN

A. Retirement Benefit

1. Classic Employees: The City shall provide the California Public Employee Retirement System Local Safety 3% at 50 retirement program to all “classic employees”.
2. Employees Defined as “New Members”: The City shall provide the California Public Employee Retirement System Local Safety 2.7% at 57 retirement program to all “new members” as defined by the Public Employee Pension Reform Act (PEPRA).

D. Employee Contributions

1. Classic Employees: Members shall continue to pay the 9% of the employee share of the pension cost.
2. Employees Defined as “New Members”: Members defined as “new members” under PEPRA shall contribute 50% of the normal cost of their pension benefit.
3. Additional Employee Contributions. For the term of the MOU, all VPOA members shall pay 3% of the employer’s share of the PERS required contribution.

SECTION 9. OTHER SALARY PROVISIONS

Employees hired after the ratification of this agreement will be subject to a new entry level salary step equating to 5% below the current entry level salary (total of six steps). Police Officer salary range modified to extend time to achieve top step from 3 years to 5 years. One year required between each salary step. This shall only apply to the rank of Police Officer.

SECTION 10. SUPPLEMENTAL ALLOWANCE

The VPOA tentatively agrees to the City's proposal to eliminate the telephone expense reimbursement provided in Subsection (a). Members will be covered by the City's Telephone Reimbursement Policy as established at the time of ratification. Alternatively, members shall maintain the option of receiving a City-issued cellular telephone. All members will have the choice of a City paid cellular telephone or \$75.00 reimbursement.

SECTION 15. OUT OF TOWN EXPENSES

The VPOA agrees to amend the rates provided in Section 15 to adhere to those prescribed in the City's Travel Policy, which is to be attached as an Appendix to the MOU. All other terms provided in Section 15 to continue under the status quo terms.

SECTION 23. DENTAL PLAN

The VPOA proposes to maintain the status quo dental, orthodontic, and vision plans during the term of this Agreement. However, the VPOA agrees to meet and confer with the City as to any proposed changes to the dental plan provider during the term of the Agreement. However, any change to the dental plan provider must apply to dental benefits for all City employees.

SECTION 49. TERM OF AGREEMENT

The term of the Memorandum of Understanding will be three years, expiring July 1, 2016.

NON-ECONOMIC TERMS

Where indicated, the VPOA tentatively agrees to the following non-economic terms provided in the City's September 19, 2013 offer. These tentative agreements are not conditioned upon the acceptance of this Comprehensive Economic Counter Proposal.

SECTION 1. RECOGNITION

The VPOA agrees to correct the list of identified classifications in Section 1.B to reflect those classifications previously provided in the parties' agreements.

SECTION 6. PROMOTIONS

The VPOA agrees to amend Section 6.A.1 to incorporate the phrase "of Eligibles". Further, the City shall commit to training and development of VPOA members and the promotion to the rank of Captain from within. The parties agree that future promotions shall be determined using the "Rule of Five". During the term of this agreement, the Chief of Police and representatives of the VPOA will work to establish a new testing procedure for promotions to the rank of corporal, sergeant, and lieutenant.

SECTION 9. OTHER SALARY PROVISIONS

The VPOA agrees to amend Section 9.B.2 to incorporate the word "at".

SECTION 11. HOURS OF WORK

Delete reference to eight (8) hour shifts. Incorporate language acknowledging that all members shall be able to work a schedule with at least three (3) consecutive days off.

SECTION 13. STANDBY, COURT, AND CALL BACK PAY

The VPOA agrees to amend Section 13.A.3 to eliminate the sentence: "The primary purpose of this Subsection is to ensure minimum staffing." The VPOA agrees to amend Section 13.C.2 to incorporate the word "and".



SECTION 16. UNIFORM ALLOWANCE

The VPOA agrees to amend Section 16 to provide an annual uniform allowance of \$1,142, paid in quarterly installments.

SECTION 17. HOLIDAYS

The VPOA agrees to amend Section 17 to identify the 13 holidays observed by the City and the VPOA.

SECTION 19. ANNUAL LEAVE

The VPOA agrees to amend Section 19 to replace “Director of Human Resources” with “City Manager”. The VPOA further agrees to amend Section 18 to provide gender neutral language when referencing the City Manager and to remove the reference to “Effective January 1, 1997,” in Subdivision D.



SECTION 22. HEALTH AND LIFE INSURANCE (ADDED SUBSECTION)

The VPOA agrees to participate in a City-organized workgroup of all labor associations to explore/develop alternatives to PEMHCA. With the assistance of the City, the workgroup shall consult with other providers that provide healthcare benefits to active and retired employees, in a manner consistent with the benefits provided by PEMHCA (e.g. pooled rates, plan designs and options, contributions, affordability). The workgroup will strive to complete its work by July 1, 2014. There shall be no commitment to accept recommendations of the workgroup, nor shall either party unilaterally implement the recommendations of the workgroup.

SECTION 30. GRIEVANCE PROCEDURE

The VPOA agrees to amend Section 30.J to add the term “the”.

SECTION 39. POST TRAINING

The VPOA agrees to amend Section 39.A.3 to include a colon (":") and correct the spelling of the term "necessary".

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

The VPOA agrees to amend the MOU to remove the reference to a reopener negotiated in the June 2006 Supplemental Agreement.

SECTION 48. SUBSTANCE ABUSE/DRUG TESTING

The VPOA agrees to amend Section 48.E.2 to add the phrase "a person of".

SECTION 49. TERM OF AGREEMENT

The VPOA agrees to amend Section 49.A. to delete the following "and from year to year thereafter, unless either party shall have given written notice to the other of its desire to amend or terminate the Agreement not less than six (6) months prior to June 30, 2012, or any subsequent anniversary date of the Agreement".

SECTION 50. USE OF ANNUITANTS

The VPOA agrees to amend Section 50 to insert the phrase "in compliance with Government Code sections 21220 et seq."