

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

May 1, 2019 – October 31, 2021

Table of Contents

Section 1. Term	3
Section 2. Recognition	3
Section 3. Normal Workday	4
Section 4. Overtime/Compensatory Time Off	4
Section 5. Call-Back	5
Section 6. Court Overtime	5
Section 7. Shift Differential	5
Section 8. Holiday Pay	6
Section 9. Vacation	6
Section 10. Sick Leave	7
10.1 Rate of Accrual	7
10.2 Sick Leave Incentive	7
10.3 Healthy Workplace Healthy Family Act (AB 1522)	7
Section 11. Catastrophic Leave	7
Section 12. Salary	8
Section 13. Health Benefits	9
13.1 Health Insurance	9
13.2 Dental Insurance	9
13.3 Vision Insurance	9
13.4 Life Insurance	9
13.5 Short Term Disability	10
13.6 Flexible Spending Account	10
13.7 Retire Medical Trust/Other Post Employment Benefit (OPEB)	10
13.8 Postretirement Health Benefits	10
13.9 Double Coverage "Opt Out"	11
Section 14. Clothing Allowance	11
Section 15. Retirement	12
15.1 Sworn Employees:	12
15.2 Non-Sworn Miscellaneous Employees:	13
Section 16. Specialty Pays	14
16.1 K-9 Officer Premium	14
16.2 Motorcycle Patrol Premium	14

16.3	Field Training Officer Premium	15
16.4	Dispatcher Training Premium.....	15
16.5	Bilingual Premium	15
16.6	Senior Officer I/II Program	15
16.7	Dispatcher POST Certificate Pay.....	15
16.8	Master Police Officer Assignment.....	15
Section 17. Physical Fitness Program		15
Section 18. Educational Incentive.....		16
Section 19. Fair Labor Standards Act		16
Section 20. Probationary Period.....		16
Section 21. Grievance Procedure		17
Section 22. Payroll Deductions		17
Section 23. Bereavement Leave		18
Section 24. Discipline Appeal Process		18
Section 25. Acting Pay		19
Section 26. Tuition Reimbursement		19
Section 27. Layoff Information		19
Entire Agreement		19
APPENDIX A		21
APPENDIX B		23
APPENDIX C.....		26
APPENDIX D		27
APPENDIX E.....		5



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

Council Approved May 14, 2019

This agreement is entered into this 14th day of May, 2019, 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 May 1, 2019 and shall remain in effect until October 31, 2021.

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.

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 in the November 15th paycheck.

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.

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.

Section 7. Shift Differential

\$250 flat monthly 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.

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% of base salary paid each pay period in lieu of holidays.

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 the preceding twelve (12) months (December 16th – December 15th). 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 the Human Resources Division by February 1st. The vacation will be paid out in the February 15th paycheck.
- If an employee reaches their cap on or after June 30, 2018, 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 one (1) day per month with unlimited accumulation. The accrual rate will be eight (8) hours per month. 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 December 16th through December 15th) 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.

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.

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~~/~~ 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 Administrative Services 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.

- Salary increases for the following positions:
 - Police Officer (sworn); Police Officer Academy Graduate (sworn); All Public Safety Dispatcher positions (non-sworn):
 - 3% COLA effective 5/1/2019
 - 2% COLA effective 11/1/2019
 - 2% COLA effective 11/1/2020

- Equity adjustment for the following positions:
 - Police Officer (sworn); Police Officer Academy Graduate (sworn); All Public Safety Dispatcher positions (non-sworn):
 - 2% effective 5/1/2019
 - Police Officer Trainee (non-sworn)
 - Flat salary of \$4,978.50/month effective 5/1/2019
- One-time lump sum for the following positions:
 - Police Officer (sworn); Police Officer Academy Graduate (sworn); All Public Safety Dispatcher positions (non-sworn):
 - \$2,000 effective 5/1/2019

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 = \$100/month
 - Non-sworn = \$50/month
- 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 (a date TBD) 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 = \$50/month
 - Employer contribution = \$50/month
- Upon completion of 5 years of City service:
 - Employee contribution = \$60/month
 - Employer contribution = \$70/month
- Upon completion of 7 years of City service:
 - Employee contribution = \$70/month
 - Employer contribution = \$80/month
- Upon completion of 10+ years of City service:
 - Employee contribution = \$80/month
 - Employer contribution = \$100/month

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.

Employees hired prior to (a date TBD) are covered under Resolution No. 2019-(TBD) or Resolution No. 2019-(TBD).

13.9 Double Coverage “Opt Out”



Employees currently receiving the waiver “Opt Out” incentive will be changed from a deferred compensation contribution to a \$125 per pay period taxable cash benefit 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.

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. 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 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.

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.

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. 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. 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 bi-lingual 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 two (2) times per year 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.

16.6 Senior Officer I/II Program

A Senior Officer I/II Program is established as specified in Appendix B. Compensation shall be 5.0% of base rate for Senior Officer I, and 10.0% of base rate for Senior Officer II. These payments shall not be compounded.

16.7 Dispatcher POST Certificate Pay

Dispatchers who possess a California Peace Officers Standards and Training (POST) – Intermediate certificate will receive a flat \$155 per month or Advanced certificate will receive a flat \$310 per month. Amounts will not compound.

16.8 Master Police Officer Assignment

Appendix C 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.

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 as specified in Appendix D. The Individual Fitness Plan document is established as specified in Appendix E

Section 18. Educational Incentive

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.

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.

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

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.

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.

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

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.

A position assigned by the Chief of Police to perform the full scope of duties of their supervisor's or manager's classification, shall receive ten percent (10%). Such assignment shall generally not exceed one (1) year in duration.

Section 26. Tuition Reimbursement

The City shall provide up to One Thousand Five Hundred dollars (\$1,500) 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

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.

VPOA

IN WITNESS WHEREOF, the parties hereby executed this Memorandum of Understanding this 14th day of May 2019.

VACAVILLE POLICE OFFICERS
ASSOCIATION:

By 

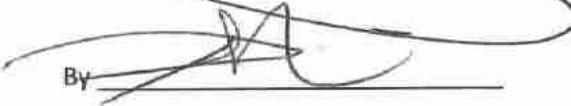
Mark Salvo

CITY OF VACAVILLE:

By 

Dawn M. Leonardini

By 
Erwin Ramirez, President

By 
Ron Jacobson, Vice President

APPENDIX A
VACAVILLE POLICE OFFICERS ASSOCIATION
MONTHLY SALARY SCHEDULE

Effective: 05/01/2019

CODE	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Hours per Work-week
61040-1	POLICE OFFICER	7,238.02	7,598.84	7,977.51	8,375.13	8,792.68	40.0
62003	POLICE OFFICER TRAINEE	4,978.50					40.0
61040-0	POLICE OFFICER ACADEMY GRADUATE	6,327.05					40.0
61041	LEAD DETECTIVE (DIU)	8,029.47	8,430.94	8,852.49	9,295.12	9,759.87	40.0
62001-2	PUBLIC SAFETY DISPATCHER	5,565.19	5,843.48	6,135.70	6,442.51	6,764.64	40.0
62001-0	PUBLIC SAFETY DISPATCHER TRAINEE	4,538.38	4,777.30				40.0
62001-1	PUBLIC SAFETY DISPATCHER ACADEMY GRADUATE	5,054.07	5,306.79	5,572.13	5,850.70	6,143.23	40.0

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.

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

SENIOR POLICE OFFICER PROGRAM

The purpose of the Senior Police Officer Program (SPOP) is to provide compensation and recognition for Police officers who have acquired special skills and demonstrated their worth to the organization through years of service, academic achievement and by developing a breadth of knowledge through assignment to specialties within the Department. The Senior Police Officer Program is applicable to all employees in the classification of Police Officer and Lead Detective.

The Department recognizes that a Police officer increases their relative value to the organization through a consistent effort to enhance their formal education and professional training, and by seeking assignment to one or more of the specialty assignments available to all police officers. The Department also recognizes that police officers who dedicate a number of years to the service of the City of Vacaville acquire knowledge of the local community, crime trends and related issues that provides an added value to their work as an officer. The SPOP is being implemented to provide a visible means of recognizing such officers, as well as compensating them for their persistent work to professionally develop their expertise.

Requirements for Participation

The requirements and compensation of the two levels of the SPOP are summarized as follows:

Senior Police Officer I

Minimum service of eight (8) years as a Police Officer with the City of Vacaville. A lateral officer may substitute up to three years of full-time CA Peace Officer service with another law enforcement agency toward fulfilling this requirement or up to three years of full-time law enforcement service with an out-of-state law enforcement agency that participates in its state's "POST-type" program and that "POST-type" program includes an equivalent individual a Basic Certificate or license.

Must have been selected and assigned to a specialty assignment as noted below. The period of assignment shall be for a minimum period of one year. If an officer is transferred temporarily to Patrol due to staffing considerations, or is transferred to a second specialty without a break in specialty assignment time of at least six months, the requirement for the one-year minimum time will be waived. Specialty assignments include:

- Investigative Services Section
- Community Response Unit
- Vice
- Special Investigations Unit
- Youth Services Section
- Traffic - Motors and Traffic Officers
- K9 Program
- Field Training Officer
- Special Weapons and Tactics Team (requires 3 years)
- Crisis Incident Negotiation Team (requires 3 years)

- Firearms Instructor (requires 3 years)
- Defensive Tactics Instructor (requires 3 years)
- Mobile Field Force (requires 3 years, cannot be counted if on SWAT team)
- EVOG Instructor (requires 3 years)
- CVSA Examiner (requires 3 years)
- Armorer (requires 3 years, cannot be counted if Firearms Instructor)
- Honor Guard (requires 3 years)

Must have completed a minimum of 30 college semester units and have obtained an Intermediate POST Certificate. An officer who has been awarded an Associate (or more advanced) degree from an accredited college or university will be eligible for participation as an SPO I at the completion of six (6) years' service if all other requirements have been met (a lateral officer may substitute up to three years' service as described above).

The SPO I will wear a single chevron on each sleeve in recognition of being advanced to SPO status. Police Officers who were hired prior to 1985 who have fulfilled the specialty service requirement who are not eligible for this program will also wear a single chevron on each sleeve of the uniform in recognition of their service to the department.

Senior Police Officer II

Minimum service of twelve (12) years as a Police Officer with the City of Vacaville. A lateral officer may substitute up to three years of full-time CA Peace Officer service with another law enforcement agency toward fulfilling this requirement or up to three years of full-time law enforcement service with an out-of-state law enforcement agency that participates in its state's "POST-type" program and that "POST-type" program includes an equivalent individual Basic Certificate or license.

Must have been assigned for a minimum of one year in two distinct specialty assignments (including qualifications in specialties as described in the preceding section). The exception to a full year's service in a specialty as described in the SPO I guidelines shall also apply for SPO II consideration of specialty service.

Must have returned to Field Services as a patrol officer for a minimum of six months between specialty assignments outside of the Field Services Division, unless the Department allows a transfer to a second specialty in accordance with General Orders. In the case of specialty service without an interim transfer to Field Services, the officer will be eligible for credit for two specialties as required for participation in the SPOP program.

Must have completed a minimum of 60 college semester units and have obtained an Advanced POST Certificate. Officers who have been awarded a Bachelor's degree from an accredited college or university in criminal justice, the social sciences, or a related field, will be eligible for elevation to SPO II upon completing nine (9) years' service with the Vacaville Police Department (a lateral officer may substitute up to three years' service of as described above).

The SPO II will wear two chevrons on each sleeve of the police uniform in recognition for being advanced to SPO II status. Officers who were hired prior to 1985 who are not eligible for participation in this program will also wear two chevrons on each sleeve of the uniform in recognition of their service to the agency.

Duties

The SPO will work duties similar to those of other incumbents in his or her particular job assignment. If assigned as an OIC or acting watch commander, the SPO will not be eligible for an increase in pay for the time he or she is working as an OIC or acting watch commander in a line or specialty assignment, except as described in the "Compensation" section of this document.

Utilization of SPO's in an OIC capacity shall not be used as a substitute for filling of vacancies or long-term absences at the Police Sergeant rank in lieu of permanent or temporary promotion pursuant to current practice.

The unit, team or shift supervisor may task the SPO with adjunct duties as desired in recognition of the SPO's experience and value to the organization. The SPO is not eligible for added compensation to fulfill requirements in this capacity beyond that paid through regular or overtime compensation. Such adjunct duties shall not include compensated Patrol specialties (e.g., FTO), which will continue to be compensated pursuant to the applicable MOU provisions.

Compensation

SPO I/II's will be compensated pursuant to MOU Section 15.6 starting with the pay period immediately after the officer provides the appropriate supporting documentation in application for the position (the individual police officer is responsible for providing all required information to the Human Resources Division at the time of eligibility).

An SPO I or II serving as a Field Training Officer in the Field Services Division shall be compensated as described above in conjunction with the pay provisions of MOU Section 15.3 (FTO). An SPO I or II serving as an FTO shall not qualify for any OIC compensation pursuant to the preceding paragraph or any other provision (i.e., no compounding).

APPENDIX C

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).

APPENDIX D

VACAVILLE POLICE OFFICER PHYSICAL FITNESS PROGRAM

Section I - Purpose and Goals

The purpose of the Vacaville Police Officer Physical Fitness Program (PROGRAM) is to encourage sworn officers to achieve and maintain good health and fitness. It is aimed at individuals of all fitness levels. The objective of the PROGRAM is to cultivate a high level of fitness through unique and creative methods. Accordingly, employees will be offered assistance and given ample opportunity to achieve overall good health and fitness levels.

The goals of the program are to:

- Achieve cardiovascular fitness through aerobic exercise & weight control
- Increase body flexibility, strength, agility and endurance
- Reduce stress through regular exercise
- Reduce the frequency and severity of injuries and illnesses
- Increase job productivity and performance
- Improve the overall health and wellness of the Vacaville Police Department's law enforcement personnel
- Provide resources to enable the participants to meet these goals
- Support participants by helping them develop and maintain an Individual Fitness Plan (IFP) that will assist them in meeting their fitness goals.

All sworn Police Department personnel are eligible to participate in the PROGRAM. Participation is voluntary.

Section II – Incentives

Participants of the PROGRAM benefit from improved overall health, injury and illness prevention, increased energy, longevity and quality of life.

Participants of the PROGRAM are provided with Workers' Compensation coverage in the event they sustain an injury while performing off-duty physical fitness activities as described in their Individual Fitness Plan. Injuries must be directly related to the exercise itself in order to be covered by Workers Compensation. For example, if the injury could have occurred in a controlled environment using traditional exercise equipment that is professionally maintained, then the injury would be covered by Workers Compensation. Some examples of injuries not covered under the PROGRAM include collisions with vehicles, encounters with animals that result in injury and injuries resulting from weather conditions.

Section III - PROGRAM Overview

Participation in the PROGRAM means that an officer has within the previous 12 months:

- Participated in the Physical Fitness Assessment Test as described in Section VI; and
- Earned a passing score as described in Section VII; and
- Completed an Individual Fitness Plan (IFP) document shown in Appendix E; and
- Reviewed their IFP with a Police Department Physical Fitness Team Member; and
- Obtained written approval of their IFP from the Fitness Team Sergeant.

Section IV – Definitions

Police Department Physical Fitness Team – consists of the Fitness Team Sergeant and two (2) VPOA members who have passed the Cooper Institute Certified Individual Trainer (CI-CPT) exam. Members may rotate on or off the team every three years based on the recommendation of the Fitness Team Sergeant.

The Cooper Institute - is a research group dedicated to scientific research in the field of preventive medicine and public health and communicating the results of research to the scientific and medical communities as well as to the general public.

Individual Fitness Plan (IFP) - An Individual Fitness Plan is a document describing the fitness activities that an individual officer will participate in off-duty to achieve and maintain overall good health and fitness. The document has a lifespan of twelve (12) months. Participants must update their Individual Fitness Plan document prior to the one year expiration date in order to remain active participants in the PROGRAM. Updating an Individual Fitness Plan requires coordination and oversight by a Police Department Fitness Team member and approval in writing by the Fitness Team Sergeant.

Section V - Duties and Responsibilities

Participants

1. Participating officers must adhere to all safety procedures and guidelines set forth in their Individual Fitness Plan in order for Worker's Compensation coverage to be in effect for their off-duty fitness activities.
2. Injuries sustained while participating in an authorized physical fitness activity must be reported to the employee's immediate supervisor within 72 hours of the employee's awareness of the injury to be covered under Workers Compensation.
3. Participating officers must update their Individual Fitness Plan document prior to the one year expiration date in order to remain active participants in the PROGRAM. Updating an Individual Fitness Plan requires coordination and oversight by a Police Department Fitness Team member and approval in writing by the Fitness Team Sergeant.

Physical Fitness Team Members

1. Counsel officers on the correct ways to exercise.
2. Review Individual Fitness Plans for adherence to good fitness practices.
3. Conduct Physical Fitness Assessment Tests twice a year (in Spring and Fall).
4. Conduct Physical Fitness Assessment Re-tests upon the direction of the Fitness team Sergeant.
5. Score the Physical Fitness Assessment Tests.

Fitness Team Sergeant

1. Schedule the Physical Fitness Assessment Testing process each Spring & Fall.
2. Schedule re-tests as needed.
3. Advertise the Physical Fitness Assessment Tests at least 30 days in advance so officers have the best chance of attending.
4. Schedule officers for the Physical Fitness Assessment tests.
5. Recommend appointment of new Fitness Team Members.
6. Supervise Fitness Team Member activities related to the PROGRAM.

7. Review and approve Individual Fitness Plans.
8. Consult with Human Resources regarding off-duty fitness related injuries.
9. Research and recommend to Human Resources contractors and vendors to be used for PROGRAM related services.

Lieutenant

1. Provide general oversight and coordination with Human Resources related to the administration of the Police Officer Physical Fitness Program.

Human Resources

1. Ensure adequate budget is maintained for Cooper Institute training, EKG Treadmill tests and fitness/workshops.
2. Assist the Fitness Team Sergeant in development and presentation of appropriate fitness/workshops.
3. Maintain original copies of IFP documents in officer's personnel files.
4. Provide advice and recommendations regarding Workers Compensation coverage of off-duty fitness related injuries.

Section VI - Physical Fitness Assessment Test

The Physical Fitness Assessment Testing process shall take place twice a year (once in the Spring and once in the Fall). The Physical Fitness Assessment Test shall be held in the police department gym and in and around the grass/park area behind City Hall.

The Physical Fitness Assessment is based on the Cooper Institute Physical Fitness Standards for law enforcement. It is comprised of the following tests:

- A) Cardiorespiratory Fitness EKG Treadmill test (heart rate and heart strength)
The Cardiorespiratory Fitness EKG Treadmill Test shall be administered by an EKG Certified Technician. The Cardiorespiratory Fitness EKG Treadmill test is always the first test that an officer takes and an officer must be medically cleared by the Technician before he/she can participate in the other Physical Fitness performance tests.
- B) Body Composition (% Fat) Measurement
Completion of the Body Composition (% Fat) measurement is a required part of the Physical Fitness Assessment Testing process, however the officer's score is only increased by one (1) point if his/her Body Composition (% fat) test score is in the "good" or "excellent" range. This test is performed by members of the Police Department Physical Fitness Team.

Body Composition (% Fat) - Men

Age	Underweight	Excellent	Good	Moderate	Overweight	Obese
≤19	<3%	3 - 12	12.1 - 17	17.1 - 22	22.1 - 27	≥27.1
20 - 29	<3%	3 - 13	13.1 - 18	18.1 - 23	23.1 - 28	≥28.1
30 - 39	<3%	3 - 14	14.1 - 19	19.1 - 24	24.1 - 29	≥29.1
40 - 49	<3%	3 - 15	15.1 - 20	20.1 - 25	25.1 - 30	≥30.1
50+	<3%	3 - 16	16.1 - 21	21.1 - 26	26.1 - 31	≥31.1

Body Composition (% Fat) - Women

Age	Underweight	Excellent	Good	Moderate	Overweight	Obese
≤19	<12%	12 - 17	17.1 - 22	22.1 - 27	27.1 - 32	≥32.1
20 - 29	<12%	12 - 18	18.1 - 23	23.1 - 28	28.1 - 33	≥33.1
30 - 39	<12%	12 - 19	19.1 - 24	24.1 - 29	29.1 - 34	≥34.1
40 - 49	<12%	12 - 20	20.1 - 25	25.1 - 30	30.1 - 35	≥35.1
50+	<12%	12 - 21	21.1 - 26	26.1 - 31	31.1 - 36	≥36.1

C) Blood Test (optional)

Completion of a blood test by a medical professional within the last twelve (12) months can increase an officer's score by one (1) point.

D) Core Performance Tests

- | | |
|---------------------------|---|
| 1. VO2 Max Treadmill Test | Measuring VO2 |
| 2. 300 Meter Run | Measuring Anaerobic Power (Sprinting Ability) |
| 3. Push Ups | Measuring Muscular Endurance (Upper Body) |
| 4. Sit Ups | Measuring Muscular Endurance (Core Body) |

The four (4) Core Performance Tests shall be scheduled, administered and scored by members of the Police Department Physical Fitness Team under the direction of the Fitness Team Sergeant.

A raw total score shall be established by adding the score from each of the four tests together. For each Core Performance test, the scoring of points shall be as follows:

Superior – 5 pts.	Fair – 2 pts.
Excellent – 4 pt.	Poor – 1 pt.
Good – 3 pts.	Very Poor – 0 pts

VO2 Max Treadmill Test (measured in ml/kg/min) - Males

Age	Poor	Fair	Good	Excellent	Superior
<29	< 24.9	25 – 33.9	34 – 43.9	44 – 52.9	≥53
30 - 39	< 22.9	23 – 30.9	31 – 41.9	42 – 49.9	≥50
40 - 49	< 19.9	20 – 26.9	27 – 38.9	39 – 44.9	≥45
50+	< 17.9	18 - 24.9	25 – 37.9	38 – 42.9	≥43

VO2 Max Treadmill Test (measured in ml/kg/min) - Females

Age	Poor	Fair	Good	Excellent	Superior
<29	< 23.9	24 – 30.9	31 – 38.9	39 – 48.9	≥49
30 - 39	< 19.9	20 – 27.9	28 – 36.9	37 – 44.9	≥45
40 - 49	< 16.9	17 – 24.9	25 – 34.9	35 – 41.9	≥42
50+	< 14.9	15 – 21.9	22 – 33.9	34 – 39.9	≥40

300 Meter Run (measured in seconds) - Males

Category	Age: 20 - 29	Age: 30 - 39	Age: 40 - 49	Age: 50+
Superior	≤46 seconds	≤46 seconds	≤52 seconds	≤58 seconds
Excellent	46.1 - 50.3	46.1 – 52	52.1 – 57	58.1 - 66.4
Good	50.4 - 54	52.1 – 56	57.1 – 64	66.5 – 74
Fair	54.1 - 59	56.1 – 61	64.1 – 72	74.1 - 83.2
Poor	59.1 - 66	61.1 – 68	72.1 – 83	83.3 – 99
Very Poor	≥66.1 seconds	≥68.1 seconds	≥83.1 seconds	≥99.1 seconds

300 Meter Run (measured in seconds) - Females

Category	Age: 20 - 29	Age: 30 - 39	Age: 40+
Superior	≤53.2 seconds	≤56.5 seconds	≤65 seconds
Excellent	53.3 - 58.3	56.6 - 66	65.1 - 72
Good	58.4 - 61	66.1 - 71	72.1 - 79
Fair	61.1 - 71	71.1 - 79	79.1 - 94
Poor	71.1 - 78	79.1 - 86	94.1 - 110
Very Poor	≥78.1 seconds	≥86.1 seconds	≥110.1 seconds

Push Ups (1 minute) - Males

Category	Age: 20 - 29	Age: 30 - 39	Age: 40 - 49	Age: 50 - 59	Age: 60+
Superior	≥58	≥47	≥37	≥31	≥27
Excellent	45 - 57	37 - 46	30 - 36	25 - 30	23 - 26
Good	36 - 44	30 - 36	23 - 29	18 - 24	17 - 22
Fair	28 - 35	22 - 29	17 - 22	12 - 17	10 - 16
Poor	22 - 27	17 - 21	11 - 16	9 - 11	6 - 9
Very Poor	≤21	≤16	≤10	≤8	≤5

Push Ups (1 minute) - Females

Category	Age: 20 - 29	Age: 30 - 39	Age: 40+
Superior	≥38	≥34	≥19
Excellent	28 - 37	20 - 33	16 - 18
Good	20 - 27	15 - 19	12 - 15
Fair	15 - 19	11 - 14	9 - 11
Poor	10 - 14	8 - 10	6 - 8
Very Poor	≤9	≤7	≤5

Sit Ups (1 minute) - Males

Category	Age: 20 - 29	Age: 30 - 39	Age: 40 - 49	Age: 50 - 59	Age: 60+
Superior	≥53	≥49	≥44	≥40	≥36
Excellent	47 - 52	43 - 48	38 - 43	34 - 39	29 - 35
Good	42 - 46	38 - 42	33 - 37	28 - 33	22 - 28
Fair	38 - 41	34 - 37	29 - 32	23 - 27	19 - 21
Poor	33 - 37	30 - 33	24 - 28	19 - 22	15 - 18
Very Poor	≤32	≤29	≤23	≤18	≤14

Sit Ups (1 minute) - Females

Category	Age: 20 - 29	Age: 30 - 39	Age: 40 - 49	Age: 50 - 59	Age: 60+
Superior	≥50	≥41	≥35	≥30	≥27
Excellent	43 - 49	34 - 40	29 - 34	23 - 29	16 - 26
Good	38 - 42	29 - 33	24 - 28	20 - 22	11 - 15
Fair	32 - 37	25 - 28	20 - 23	13 - 19	6 - 10
Poor	24 - 31	20 - 24	14 - 19	10 - 12	3 - 5
Very Poor	≤23	≤21	≤13	≤9	≤2

E) Optional Performance Tests

The two Optional Performance Tests shall be scheduled, administered and scored by members of the Police Department Physical Fitness Team under the direction of the Fitness Team Sergeant. For each Optional Performance test, the scoring of points shall be as follows:

Superior, Excellent or Good - 1 pt.
Fair, Poor or Very Poor - 0 pts.

1. Vertical Jump Measuring Anaerobic Power (Explosive Leg Strength)
2. Sit and Reach Measuring Flexibility (Lower Back and Hamstrings)

Vertical Jump (measured in inches) - Males

Category	Age: 20 - 29	Age: 30 - 39	Age: 40 - 49	Age: 50 +
Superior	>25 inches	>24 inches	>20.5 inches	>19.5 inches
Excellent	23.1 – 25	22.1 – 24	18.1 – 20.5	16.6 – 19.5
Good	21.1 - 23	20.1 – 22	16.6 - 18	14.6 – 16.5
Fair	19.1 - 21	18.6 - 20	15.5 – 16.5	13.6 – 14.5
Poor	17 - 19	16 - 18.5	13 – 15.4	12 – 13.5
Very Poor	<17 inches	< 16 inches	< 13 inches	< 12 inches

Vertical Jump (measured in inches) - Females

Category	Age: 20 - 29	Age: 30 - 39	Age: 40+
Superior	>18.1 inches	>16 inches	>13.3 inches
Excellent	17.1 – 18.1	15.1 – 16	13 – 13.3
Good	15.6 - 17	13.1 – 15	11.6 – 12.9
Fair	14 – 15.5	12.1 – 13	9.6 – 11.5
Poor	12.5 – 13.9	11 – 12	7.5 – 9.5
Very Poor	< 12.5 inches	< 11 inches	< 7.5 inches

Sit & Reach (measured in centimeters) - Males

Category	Age: 20 - 29	Age: 30 - 39	Age: 40 - 49	Age: 50 - 59	Age: 60+
Superior	≥40	≥38	≥35	≥35	≥33
Excellent	34 – 39.9	33 – 37.9	29 – 34.9	28 – 34.9	25 – 32.9
Good	30 - 33.9	28 – 32.9	24 – 28.9	24 – 27.9	20 – 24.9
Fair	25 – 29.9	23 – 27.9	18 – 23.9	16 – 23.9	15 – 19.9
Poor	24 – 24.9	22 – 22.9	17 – 17.9	15 – 15.9	14 – 14.9
Very Poor	<24	<22	<17	<15	<14

Sit & Reach (measured in centimeters) - Females

Category	Age: 20 - 29	Age: 30 - 39	Age: 40 - 49	Age: 50 - 59	Age: 60+
Superior	≥41	≥41	≥38	≥38	≥35
Excellent	37 – 40.9	36 – 40.9	24 – 37.9	33 – 37.9	31 – 34.9
Good	33 – 36.9	32 – 35.9	30 – 33.9	30 – 32.9	27 – 30.9
Fair	28 – 32.9	27 – 31.9	25 – 29.9	25 – 29.9	23 – 26.9
Poor	27 – 27.9	26 – 26.9	24 – 24.9	24 – 24.9	22 – 22.9
Very Poor	<27	<26	<24	<24	<22

Section VII – Passing Score

An officer has earned a passing score on the Physical Fitness Assessment Test when:

- A) He/she has been medically cleared on the Cardiorespiratory Fitness EKG Treadmill Test with a score of Average or better; and
- B) He /she has participated in the Body Fat Measurement Test; and
- C) He/she has completed the four (4) Core Performance Tests with a combined raw total score of 13 points or more (with scoring modifications as noted below).

Scoring Modifications

An officer may choose not to participate in one Core Performance Test (other than Cardiorespiratory) based upon a medically verified existing injury and still be considered a participant in the PROGRAM if the total score earned is ten (10) or more.

Blood Screening

An officer's raw total score may be increased by one (1) point if the officer can provide written documentation that he/she has participated in a Complete Blood Count (CBC) blood test within the last twelve (12) months.

Optional Performance Tests

An officer can add one (1) or two (2) points to his/her raw total score by passing the Vertical Jump and the Sit & Reach tests with scores of "good" or better.

Health/Fitness Workshops

Officers who participate in a fitness workshop may increase their raw total score by one (1) point for each workshop attended within the last twelve (12) months - to a maximum score adjustment of two (2) points.

The City will provide health/fitness workshops during the course of each fiscal year.

The content and format of each workshop shall be at the discretion of the City, but each shall be no longer than eight hours and must occur entirely within one calendar day.

Each individual workshop will be offered twice to accommodate shift schedules. Participation in a workshop is voluntary and overtime compensation will not be given.

Section VIII – Initial Implementation / Roll Out and Retesting

The first Police Officer Physical Fitness Assessment Test will be conducted in the Spring of 2018 as an unofficial practice test for all officers interested in participating in the PROGRAM. The scores will be advisory only and will not affect an officer's ability to be covered by Workers Compensation for off-duty fitness activities. However; should an officer pass this test they will not need to re-test in the Fall of 2018. Those that pass the Spring of 2018 test will be considered in the PROGRAM and will not need to test again until the first test in 2019.

The first "official" Police Officer Physical Fitness Assessment Test will be conducted in the Fall of 2018. An officer who earns a passing score, as described in Section VII, and who has their Individual Fitness Plan (IFP) document updated by a member of the Police Department Physical Fitness Team and approved by the Fitness Team Sergeant will continue to have Workers Compensation coverage for off-duty fitness activities for the ensuing year.

An officer who fails to participate in the Fall 2018 Physical Fitness Assessment Test and who did not pass the Spring of 2018 test is no longer considered a participant in the PROGRAM and no longer has the benefit of Workers Compensation coverage for his/her off-duty fitness activities.

An officer who participates but fails to earn a passing score in the Fall 2018 Physical Fitness Assessment Test can be retested in no greater than 90 days. The officer shall maintain his/her participation in the PROGRAM during this time and shall work with a member of the Police Department Physical Fitness Team to improve fitness prior to retesting.

An officer who fails to pass his/her 90 day retest shall continue to maintain his/her participation in the PROGRAM until the next regularly scheduled Physical Fitness Assessment Testing process (in Spring of 2019). The intent of maintaining participation in the PROGRAM is to continue to improve fitness prior to the next semi-annual test.

An officer who fails to pass the Spring 2019 Physical Fitness Assessment Testing, after failing the Fall of 2018 test and the 90 day retest is no longer considered a participant in the PROGRAM and no longer has the benefit of Workers Compensation coverage for his/her off-duty fitness activities.

Section IX - On-Going Participation

Once an officer has met the requirements of the PROGRAM, he/she will be considered an active participant in the PROGRAM and will continue to have Workers Compensation coverage for off-duty fitness activities in accordance with their IFP for one year. Participants must update their IFP document annual prior to the one year expiration date to remain active participants in the PROGRAM. Updating an Individual Fitness Plan requires coordination and oversight by a Police Department Fitness Team member and approval in writing by the Fitness Team Sergeant.

The officer must also participate in and receive a passing score in the Physical Fitness Assessment Test at least annually (i.e. every Spring or every Fall) to maintain active participation status.

If a participating officer fails to earn a passing score during his/her annual Physical Fitness test, he/she will be retested in no greater than 90 days. The officer shall maintain his/her participation in the PROGRAM during this time and shall work with a member of the Police Department Physical Fitness Team to improve fitness prior to retesting.

An officer who earns a passing score during their 90 day retest will continue to be a participant in the PROGRAM and must be sure to update their (IFP) document, review it with a member of the Police Department Physical Fitness Team and receive approval from the Fitness Team Sergeant.

If the officer does not earn a passing score during their 90 day retest, he/she is no longer considered a participant in the PROGRAM and no longer has the benefit of Workers Compensation coverage for his/her off-duty fitness activities.

An officer who has lost eligibility for participation in the PROGRAM may retest at any time during any regularly scheduled semi-annual test and can be reinstated into the program based upon earning a passing score and updating his/her IFP with a Police Department Fitness Team member and receiving approval from the Fitness Team Sergeant.

APPENDIX E**INDIVIDUAL FITNESS PLAN****CITY OF VACAVILLE
POLICE OFFICER PHYSICAL FITNESS PROGRAM****INDIVIDUAL FITNESS PLAN**

I.D. #	NAME	DOB

Participation in the Vacaville Police Officer Physical Fitness Program (PROGRAM) is voluntary. Participation requires that this Individual Fitness Plan (IFP) document be reviewed by a member of the Police Department Physical Fitness team and approved in writing by the Fitness Team Sergeant.

IFPs must be updated annually. A current (within the last twelve (12) months) IFP must be on file in the City Human Resources Office to have Worker's Compensation coverage for injuries sustained while participating in off-duty physical fitness activities.

Injuries must be directly related to the exercise itself in order to be covered by Workers Compensation. For example, if the injury could have occurred in a controlled environment using traditional exercise equipment that is professionally maintained, then the injury would be covered by Workers Compensation. Some examples of injuries not covered under

the PROGRAM include, but are not limited to collisions with vehicles, encounters with animals that result in injury, and injuries resulting from weather conditions.

Any injury sustained while participating in off-duty fitness activities must be reported to the officer's supervisor within 72 hours of becoming aware of the injury in order to be covered by Workers Compensation.

GOALS

The purpose of the Vacaville Police Officer Physical Fitness Program is to encourage sworn officers to achieve and maintain good health and fitness. It is aimed at individuals of all fitness levels. The objective of the PROGRAM is to cultivate a high level of fitness through unique and creative methods. Accordingly, employees will be offered assistance and given ample opportunity to achieve overall good health and fitness levels.

The goals of the program are to:

- Achieve cardiovascular fitness through aerobic exercise & weight control
- Increase body flexibility, strength, agility and endurance
- Reduce stress through regular exercise
- Reduce the frequency and severity of injuries and illnesses
- Increase job productivity and performance
- Improve the overall health and wellness of the Vacaville Police Department's law enforcement personnel
- Provide resources to enable the participants to meet these goals
- Support participants by helping them develop and maintain an Individual Fitness Plan (IFP) that will assist them in meeting their fitness goals.

PROCEDURES

1. All sworn personnel are eligible to participate in the PROGRAM. Participation in the PROGRAM is voluntary.
2. Completing and earning a passing score in the Physical Fitness Assessment Test as outlined in the PROGRAM is required before beginning participation in the PROGRAM and at least annually thereafter in order for Workers' Compensation coverage to be in effect.
3. Sworn personnel must adhere to all safety guidelines set forth in their Individual Fitness Plan in order for Worker's Compensation coverage to be in effect for off duty fitness activities.
4. Injuries sustained while participating in an authorized physical fitness activity must be reported to the employee's supervisor within 72 hours of the employee's awareness of the injury to be covered under Workers Compensation.

GENERAL SAFETY GUIDELINES

1. Always warm up before and cool down after your workout.
2. Stretching exercises are recommended as a part of your training program.
3. Utilize all required safety equipment and follow all safety procedures when performing physical fitness activities.
4. Maintain your equipment in good working order and check it periodically to ensure it's in safe condition.
5. Drink plenty of fluids.
6. Eat a proper diet.
7. Train, don't strain.
8. Listen to your body.

AUTHORIZED FITNESS ACTIVITIES

Aerobics Fitness

- Running/Jogging/Walking
- Cycling
- Lap Swimming
- Racquet Sports (noncompetitive)
- Aerobic Classes/ Water Aerobic Classes
- Stair Climbing
- Rowing
- Jump Roping

Muscular Strengthening

- Machine Weights
- Free Weights
- Kettle Bells

Core Strengthening

- Pilates
- Physio ball Exercises
- Abdominal Exercises
- Back Exercises

Flexibility

- Upper Body Stretching
- Lower Body Stretching
- Yoga

Other physical fitness activities recommended by Vacaville Police Department Physical Fitness Team Members and approved by Fitness Team Sergeant.

PROHIBITED FITNESS ACTIVITIES

Intramural competition

- Team sports
- Competitive sports
- Training for any competition or team sport

**AEROBIC FITNESS
GUIDELINES & SAFETY PROCEDURES**

To maintain cardio respiratory fitness and weight control, aerobic exercise should be performed as follows:

Frequency = 3-5 times/week

Duration = 20-60 minutes/day

Intensity = 55% - 90% of the maximum heart rate

Note: 2 to 6 ten minute periods of aerobic activity through the day can be used to fulfill the requirements.

Running/Jogging/Walking (noncompetitive)

- All running, jogging and walking must be performed on a sidewalk or school athletic field, treadmill or other improved surface intended for pedestrian or vehicular traffic.
- If running, jogging or walking on a roadway, runner must always run against traffic along the shoulder to see on-coming traffic.
- Off-road cross country type running, walking, or hiking is not authorized.
- All California Vehicle code laws pertaining to pedestrians must be obeyed.

Cycling (noncompetitive)

- Road bicycles, recumbent bicycles, mountain bicycles and stationary bicycles are authorized.
- When riding on the roadway all applicable California Vehicle Code laws must be followed.
- Helmets (ANSI approved) shall be worn when riding on the roadway.
- Off-road riding is not authorized.

Lap Swimming

- Lap swimming is only authorized in a swimming pool.
- Open water swimming is not authorized.

**AEROBIC FITNESS
GUIDELINES & SAFETY PROCEDURES (continued)**Racquet Sport (noncompetitive)

- The following racquet sports are authorized: Racquet Ball, Tennis, Badminton and Squash.
- No league or tournament play is authorized.
- Protective eye wear must be worn.

Aerobic Classes

- Aerobic classes such as step aerobics, jazzercise, Zumba, calisthenics, water aerobics etc. are authorized.
- Classes shall be led by a certified instructor.
- Aerobic videos for home use are authorized.

Stair climbing, Rowing, Elliptical & other Aerobic Workout Machines

- Electric powered or manual machines are authorized.

Other

Aerobic activities not listed here must be recommended by a Police Department Physical Fitness Team member and specifically approved by the Fitness Team Sergeant and Lieutenant in the "Other" section of this form.

Individual Goals:

**AEROBIC FITNESS
GUIDELINES & SAFETY PROCEDURES (continued)**

Put an X in the box indicating the frequency of each activity you will be performing as part of your Individual Fitness Plan for this year. Indicate the number of times per week you will be performing each activity.

	10-15 min	15-20 min	20-30 min	30-40 min	40-50 min	1 hour +	Times per Week
Running / Jogging / Walking							
Cycling							
Lap Swimming							
Racquet Sports (non-competitive)							
Aerobics Classes							
Stair Climbing							
Rowing							
Elliptical Machine							
Jump Rope							
Other							

Notes/Recommendations:

**MUSCULAR STRENGTHENING
GUIDELINES & SAFETY PROCEDURES**

Resistance training should be performed with sufficient intensity to enhance muscular strength and endurance to maintain a fat-free mass.

Frequency = 2-3 times/week

Duration = 20-60 minutes/day

Intensity = 1-3 sets of 8-13 repetitions (or to near fatigue level)

Note: More intense resistance training may increase the risk of orthopedic injury or cardiac event and should be avoided.

Weight Lifting

- Machine weights, free weights and kettle bells are authorized.
- Body building and power lifting is not authorized.
- The weight lifting performed must be intended to tone muscles plus develop strength and endurance.

Individual Goals:

**MUSCULAR STRENGTHENING
GUIDELINES & SAFETY PROCEDURES (continued)**

Indicate the Exercise and the # of sets and repetitions you will be performing for each. Enter the number of minutes per day you will be working out and the number of times per week you will perform each exercise

Upper Body Workout	# of minutes per day	# of times per week
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Lower Body Workout		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		

**MUSCULAR STRENGTHENING
GUIDELINES & SAFETY PROCEDURES (continued)**

Notes/Recommendations:

**CORE STRENGTHENING
GUIDELINES & SAFETY PROCEDURES**

Core strengthening should be performed to maintain posture and to help prevent back injuries.

Frequency = 3-6 times/week
Intensity = slow and controlled

Duration = 10 - 30 minutes/day

Core Strengthening

- Maintain a neutral spine.
- Work both core stabilizing muscles and abdominal muscles
- Protect your back by strengthening both core and back muscles proportionally.
- Perform exercises in a slow and controlled manner. Avoid excessive torquing of the spine.

Individual Goals:

**CORE STRENGTHENING
GUIDELINES & SAFETY PROCEDURES (continued)**

Indicate the Exercise and the # of sets and repetitions you will be performing for each. Enter the number of minutes per day you will be working out and the number of times per week you will perform each exercise.

	# of minutes per day	# of times per week
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		
Exercise/Equipment:		
Sets:		
Reps:		

**CORE STRENGTHENING
GUIDELINES & SAFETY PROCEDURES (continued)**

Notes/Recommendations:

**FLEXIBILITY
GUIDELINES & SAFETY PROCEDURES**

Stretching should be performed to move a joint through adequate range of motion and for long term injury prevention.

Frequency = 2-3 times/week Duration = at least 4 repetitions per muscle group
each session

Intensity = 10–30 seconds with moderate discomfort

Static Stretching

The tendons and muscles are slowly stretched and the stretched position is held for a period of time (10-30 seconds).

Flexibility

- Ensure proper position alignment prior to each stretch.
- Do not force a stretch while holding your breath. Keep a relaxed and cyclical (inhale-exhale) breathing cycle throughout stretches.
- Stretch a joint only through limits of normal Range of Motion (ROM).
- Avoid rapid movements and bouncing during stretching.
- Mild soreness after stretching should not last longer than 24 hours – do not use excessive force to stretch.

Individual Goals:

**FLEXIBILITY
GUIDELINES & SAFETY PROCEDURES (continued)**

Indicate the Exercise and the # of sets and repetitions you will be performing for each. Enter the number of minutes per day you will be working out and the number of times per week you will perform each exercise.

	# of minutes per day	# of times per week
UPPER BODY		
Stretch:		
Sets:		
Reps:		
Stretch:		
Sets:		
Reps:		
Stretch:		
Sets:		
Reps:		
Stretch:		
Sets:		
Reps:		
LOWER BODY		
Stretch:		
Sets:		
Reps:		
Stretch:		
Sets:		
Reps:		
Stretch:		
Sets:		
Reps:		
Stretch:		
Sets:		
Reps:		
YOGA		

**FLEXIBILITY
GUIDELINES & SAFETY PROCEDURES (continued)**

Notes/Recommendations:

CITY OF VACAVILLE
POLICE OFFICER PHYSICAL FITNESS PROGRAM

SIGNATURES / APPROVALS

I understand and agree to follow the general safety guidelines and safety procedures outlined in my Individual Fitness Plan. I understand that failure to follow these guidelines and procedures will result in my off-duty fitness activities being automatically excluded from Worker's Compensation coverage.

I understand that it is my responsibility to report all fitness related injuries to my supervisor within seventy-two (72) hours.

Furthermore, I understand and agree to report any change in my medical condition which could endanger my ability to safely participate in the Police Department Physical Fitness Program.

Employee Signature/Date

Employee Name (Print)

Individual Fitness Plan Review:

Fitness Team Member Signature

Fitness Team Member Name (Print)

Individual Fitness Plan Approval:

Fitness Team Sergeant Signature

Approval Date

Fitness Team Sergeant Name (Print)



Administrative Services Department

TO: ERWIN RAMIREZ, VPOA PRESIDENT
RON JACOBSON, VPOA VICE-PRESIDENT

FROM: DAWN LEONARDINI, DIRECTOR OF ADMINISTRATIVE SERVICES

SUBJECT: SIDE LETTER OF AGREEMENT; SECTION 13.8 – POSTRETIREMENT HEALTH

DATE: OCTOBER 25, 2019

The City and Vacaville Police Officer's Association (VPOA) agree to modify Section 13.8 – Postretirement Health Benefits of the VPOA Memorandum of Understanding (MOU) as follows:

13.8 Postretirement Health Benefits

Tier 3: Employees hired on or after ~~(a date TBD)~~ 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 = \$50/month
 - Employer contribution = \$50/month
- Upon completion of 5 years of City service:
 - Employee contribution = \$60/month
 - Employer contribution = \$70/month
- Upon completion of 7 years of City service:
 - Employee contribution = \$70/month
 - Employer contribution = \$80/month
- Upon completion of 10+ years of City service:
 - Employee contribution = \$80/month
 - Employer contribution = \$100/month

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.

Employees hired prior to ~~(a date TBD)~~ January 1, 2020 are covered under Resolution No. ~~2019-(TBD)2019-117~~ or Resolution No. ~~2019-(TBD)2019-118~~.

For the City of Vacaville:

For the Vacaville Police Officer's Association:

 10/25/19
Dawn Leonardini Date
Administrative Services Director

 10/25/19
Ron Jacobson Date
Vice President



Administrative Services Department

TO: ERWIN RAMIREZ, VPOA PRESIDENT
RON JACOBSON, VPOA VICE-PRESIDENT

FROM: DAWN LEONARDINI, DIRECTOR OF ADMINISTRATIVE SERVICES

SUBJECT: SIDE LETTER OF AGREEMENT; APPENDIX B – SENIOR OFFICER – SOCIAL MEDIA

DATE: DECEMBER 23, 2019

The City and Vacaville Police Officer's Association (VPOA) agree to modify Appendix B of the VPOA Memorandum of Understanding (MOU) as follows:

APPENDIX B

SENIOR POLICE OFFICER PROGRAM

The purpose of the Senior Police Officer Program (SPOP) is to provide compensation and recognition for Police officers who have acquired special skills and demonstrated their worth to the organization through years of service, academic achievement and by developing a breadth of knowledge through assignment to specialties within the Department. The Senior Police Officer Program is applicable to all employees in the classification of Police Officer and Lead Detective.

The Department recognizes that a Police officer increases their relative value to the organization through a consistent effort to enhance their formal education and professional training, and by seeking assignment to one or more of the specialty assignments available to all police officers. The Department also recognizes that police officers who dedicate a number of years to the service of the City of Vacaville acquire knowledge of the local community, crime trends and related issues that provides an added value to their work as an officer. The SPOP is being implemented to provide a visible means of recognizing such officers, as well as compensating them for their persistent work to professionally develop their expertise.

Requirements for Participation

The requirements and compensation of the two levels of the SPOP are summarized as follows:

Senior Police Officer I

Minimum service of eight (8) years as a Police Officer with the City of Vacaville. A lateral officer may substitute up to three years of full-time CA Peace Officer service with another law enforcement agency toward fulfilling this requirement or up to three years of full-time law enforcement service with an out-of-

state law enforcement agency that participates in its state's "POST-type" program and that "POST-type" program includes an equivalent individual a Basic Certificate or license.

Must have been selected and assigned to a specialty assignment as noted below. The period of assignment shall be for a minimum period of one year. If an officer is transferred temporarily to Patrol due to staffing considerations, or is transferred to a second specialty without a break in specialty assignment time of at least six months, the requirement for the one-year minimum time will be waived. Specialty assignments include:

- Investigative Services Section
- Community Response Unit
- Vice
- Special Investigations Unit
- Youth Services Section
- Traffic - Motors and Traffic Officers
- K9 Program
- Field Training Officer
- Special Weapons and Tactics Team (requires 3 years)
- Crisis Incident Negotiation Team (requires 3 years)
- Firearms Instructor (requires 3 years)
- Defensive Tactics Instructor (requires 3 years)
- Mobile Field Force (requires 3 years, cannot be counted if on SWAT team)
- EVOC Instructor (requires 3 years)
- CVSA Examiner (requires 3 years)
- Armorer (requires 3 years, cannot be counted if Firearms Instructor)
- Honor Guard (requires 3 years)
- Social Media Team (requires 3 years)

For the City of Vacaville:



Dawn Leonardini
Administrative Services Director

Date: 1/6/2020

For the Vacaville Police Officer's Association:



Erwin Ramirez
President

Date: 12/30/19



Administrative Services Department

TO: RON JACOBSON, VPOA PRESIDENT
FROM: DAWN LEONARDINI, DIRECTOR OF ADMINISTRATIVE SERVICES
SUBJECT: SIDE LETTER OF AGREEMENT; SECTION 13.9 DOUBLE COVERAGE "OPT OUT"
DATE: JANUARY 28, 2020

The City and Vacaville Police Officer's Association (VPOA) agree to modify Section 13.9 of the VPOA Memorandum of Understanding (MOU) as follows:

13.9 Double Coverage "Opt Out"

Employees currently receiving the waiver "Opt Out" incentive will be changed from a deferred compensation contribution to a \$125 per pay period taxable cash benefit 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.


For the City of Vacaville:


Dawn Leonardini
Administrative Services Director

Date:

Jan 28, 2020

For the Vacaville Police Officer's Association:


Ron Jacobson
President

Date:

1-28-2020



Administrative Services Department

TO: RON JACOBSON, VPOA PRESIDENT
FROM: DAWN LEONARDINI, INTERIM ASSISTANT CITY MANAGER
SUBJECT: SIDE LETTER OF AGREEMENT; SECTION 9 VACATION
DATE: APRIL 2, 2020

The City and Vacaville Police Officer's Association (VPOA) agree to modify Section 9 of the VPOA Memorandum of Understanding (MOU) as follows:

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 the preceding twelve (12) months (December 16th – December 15th). 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 the Human Resources Division by February 1st. The vacation will be paid out in the February 15th paycheck.
- If an employee reaches their cap on or after June 30, 2018, 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.

Due to the COVID-19 Pandemic - effective April 1, 2020 through January 31, 2021 maximum vacation accrual caps shall not be enforced and employees shall be able to accrue above the stated cap.


Effective with the pay period that includes January 16-31, 2021 any hours above the stated cap will be cashed out and paid on the employees February 15, 2021 paycheck and caps will be reinstated.

Also in January of 2021 the natural cash-out option will occur as described above but the requirement to have taken a minimum of 120 hours in the previous 12 months shall be waived and all employees will be eligible to cash out up to 80 hours of vacation (this 80 hours will not include the hours cashed out above the cap and is optional). Subsequent cash-out opportunities shall resume with the minimum requirement.

For the City of Vacaville:


Dawn Leonardini
Interim Assistant City Manager

For the Vacaville Police Officer's Association:


Ron Jacobson
President

Date: 4/29/2020

Date: 4/27/20

The parties understand the COVID-19 situation is evolving rapidly and if the pandemic continues longer than anticipated further discussion and possible adjustments to this agreement may be necessary.



Administrative Services Department

TO: RON JACOBSON, VPOA PRESIDENT
FROM: DAWN LEONARDINI, INTERIM ASSISTANT CITY MANAGER
SUBJECT: SIDE LETTER OF AGREEMENT, COVID-19 RELATED SICK LEAVE BANK
DATE: APRIL 24, 2020

In response to the COVID-19 pandemic, the City and Vacaville Police Officer's Association (VPOA) agree to the following:

Each VPOA employee shall have access to a bank of eighty (80) hours of COVID-19 Sick Leave:

- o These hours are separate from any other leave bank the employee currently has
- o These hours shall be paid in the same manor and at the same rate as sick leave
- o These hours are not a vested property right and cannot be cashed out
- o These hours expire 12/31/2020

Time from this bank can only be used for the following:

- o Employee is sent home by a supervisor for COVID-19 related symptoms and is actively seeking diagnosis
- o Employee calls in sick due to COVID-19 related symptoms and is actively seeking diagnosis
- o Employee has been advised by a health care provider to self-quarantine related to COVID-19

For the City of Vacaville:

Dawn Leonardini
Interim Assistant City Manager

For the Vacaville Police Officer's Association:

Ron Jacobson
President

Date: 4/29/2020

Date: 4/27/20