

# MEMORANDUM OF UNDERSTANDING

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City of Novato  
and  
Novato Police Association  
(Unit B)

Term of Agreement  
July 1, 2019 – June 30, 2021

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## **MEMORANDUM OF UNDERSTANDING**

### **PREAMBLE**

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City of Novato, hereinafter designated "City," and the Novato Police Association, hereinafter designated as "Association," and has been jointly prepared by both parties.

The City Manager is the representative of the City in employer-employee relations as authorized by the City Council.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Novato.

This MOU is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions, and regulations of the City. The City, the Association, and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees in said Representation Unit B; have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This MOU shall be presented to the City Council as the joint recommendation of the undersigned regarding matters within the scope of representation for all employees within Representation Unit B for the term of this MOU.

### **UNDERSTANDING AND AGREEMENTS**

The following understandings and agreements shall not become effective until ratified by the City Council:

#### **1. RECOGNITION**

This MOU covers employees in Representation Unit B, "Non-managerial/Sworn Employees," as represented by the Novato Police Association, which has been certified as the recognized employee organization. Association represents the class of Police Officer.

## **2. UNION SECURITY**

### **2.1 Authorization for Payroll Deductions**

- 2.1.1 The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the City's "Union Deductions Procedure" ("Procedure"), which the City Manager or designee may amend from time to time with reasonable notice to the Union. "Contributions" are defined as Union membership dues, initiation fees, premiums for Union-sponsored insurance programs, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.
- 2.1.2 The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
- 2.1.3 The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.
- 2.1.4 The City shall implement new, changed, or canceled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the City receives the request after that time, the City will implement the changes in two following pay periods.
- 2.1.5 If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the City's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.

- 2.1.6 Except as otherwise provided, each pay period, the City shall remit Contributions to the Union. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; identification number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
- 2.1.7 Except as otherwise provided, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
- 2.1.8 With the exception of subsection (2.1.5) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

## **2.2 Indemnification**

The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union; (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in



any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section brought by the Union against the City.

### **3. NON-DISCRIMINATION**

The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, union activities, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.

This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.

### **4. SALARY COMPENSATION**

#### **4.1 Compensation Surveys**

The parties share an interest in the fair compensation of employees for work performed. As a point of comparison, the cities identified below are appropriate for use as survey cities.

|                                |               |
|--------------------------------|---------------|
| Central Marin Police Authority | Petaluma      |
| Fairfield                      | San Rafael    |
| Marin County                   | Santa Rosa    |
| Mill Valley                    | Sausalito     |
| Napa                           | Sonoma County |

Should either party choose to conduct a survey, and to present that data in negotiations for a successor MOU, the items to be surveyed will include: salary (at top step), employer-paid medical and dental, and PERS.

## **4.2 Salary Schedule**

- 4.2.1 Each unit member shall be paid based on his/her placement on the salary schedule.
- 4.2.2 The salary benchmark classification for Unit B is Police Officer. The salary for Corporal classification shall be maintained at 5.0% above Police Officer.
- 4.2.3 During the term of this MOU, the salary schedule shall be adjusted as follows:

Effective July 7, 2019, a base wage increase of three percent (3.0%) shall be made to the salary schedule.

## **4.3 Merit Increases**

Merit increase for Unit B Members shall be effective on the employee's annual merit review date.

## **4.4 Probationary Period**

- 4.4.1 The probationary period for initial employment in a bargaining unit position shall be for a period of eighteen (18) months.
- 4.4.2 For lateral sworn police officers who have a valid California Basic P.O.S.T certificate and possess a minimum of two (2) years of experience in a public safety agency, the probationary for initial employment shall be twelve (12) months from the date of hire. This section of the MOU shall expire on June 30, 2021.

## **4.5 Hourly Rates**

Hourly rates shall be calculated by dividing an employee's annual salary by 2080.

## **4.6 Regular Rate of Pay**

Items included in determining the employee's regular rate of pay for purposes of calculating overtime, retirement and other regular pay calculation shall include the pay rate as established in the salary schedule of the employee's classification, benefit package, educational incentive pay, extended salary pay, shift differential and other payments regarded as a part of regular compensation, as required by law or agreement between the City and the Association.



#### **4.7 One-Time Dollars**

Each unit member shall receive one-time lump sum payments of Two Thousand Five Hundred Dollars (\$2,500) effective the first full pay periods after July 1, 2019, July 1, 2020, and January 1, 2021.

- Except for the July 1, 2019 payment, only unit members who have been a City employee for at least six (6) months on the effective dates indicated above are eligible.
- A permanent, part-time employee shall receive a pro-rated payment. Pro-rating shall be based on regular (i.e. not overtime) hours divided by 2080.

### **5. HOURS**

#### **5.1 Regular Work Day**

##### **5.1.1 Mealtime Patrol/Traffic**

During the ten (10) hour or twelve point five (12.5) workday of the Patrol Bureau and the ten (10) hour workday of the Traffic Section, a period of time not to exceed forty-five (45) minutes may be available for mealtime. This mealtime is a part of the regular workday and will be at the discretion of the Novato Police Department scheduled by the shift supervisor.

In the event that the staffing level falls to a point where a ten (10) or twelve point five (12.5) hour workday is no longer feasible, the City reserves the right to return to an eight (8) hour workday, with meal provisions as stated in the paragraph above, until staffing returns to the appropriate level.

##### **5.1.2 Mealtime Others**

All other sworn police personnel will have a regular working day of nine (9) hours of work within a period not to exceed ten (10) consecutive hours (9/80 schedule) or ten (10) hours of work within a period not to exceed eleven (11) consecutive hours (4/10 schedule), with an unencumbered meal period of not less than one-half ( $\frac{1}{2}$ ) hour nor more than one (1) hour. That meal period will be scheduled at the discretion of their supervisor. In the event this unencumbered meal period is interrupted due to an emergency call out, the employee will be compensated at the appropriate overtime rate.

## **5.2 Regular Work Period**

A regular work period shall be one hundred sixty (160) hours to be worked within a twenty-eight (28) day period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday.

## **5.3 Standard Hours and Days of Work**

### **5.3.1 Eight Hour Days**

Except as provided below, the standard work week shall consist of five (5) days, Monday through Friday inclusive. The regular workday shall begin at 8:00 a.m. and end at 5:00 p.m.

### **5.3.2 Patrol Bureau**

The standard work week of those employees regularly assigned to the Patrol Bureau shall consist of four (4) consecutive days during which the employee works ten (10) hours each day or three (3) consecutive days during which the employee works twelve point five (12.5) hours each. Employees working the three (3) twelve point five (12.5) hour schedule shall also work one (1) day consisting of ten (10) hours during the one hundred sixty (160) hour regular work period.

### **5.3.3 Traffic Bureau**

The standard work week of those employees regularly assigned to the Traffic Bureau shall consist of four (4) consecutive days during which the employee works ten (10) hours each day.

### **5.3.4 Detectives, and Crime Prevention**

The standard work week of those employees in Detectives, and Crime Prevention assignments shall consist of nine (9) days totaling eighty (80) hours (9/80 schedule) or eight (8) days totaling eighty (80) hours (4/10 schedule).

### **5.3.5 Modification**

The standard work weeks set forth above may be changed by mutual agreement of the City and Association.

### **5.3.6 School Resource Officer (SRO)**

- (a) SRO's will be assigned a work schedule of five (5) days a week, nine and a half (9.5) hours per day, with start and end time as determined by the department. The purpose of this schedule is to replicate, as much as possible, the school's calendar and to ensure, to the extent possible, that a SRO is available during the school's class and/or activity hours.
- (b) SRO's will not normally be scheduled to work the traditional five (5) weeks during the school year that school is closed (1 week for Thanksgiving break, 2 weeks for winter break, 1 week for mid-winter break, and 1 week for spring break). SRO's will be scheduled off during these breaks via the use of comp time. Once all comp time accruals have been used, then the SRO may use vacation accruals.
- (c) There may be instances of a holiday falling during a school week during the school year. When this occurs, the SRO's will adjust their work schedules to a 4-10 schedule for that week and the holiday will be a regularly scheduled day off.
- (d) SRO's acknowledge their work schedules will include a minimum assignment of three (3) weeks during the summer break. These weeks will be scheduled based upon department need.
- (e) There are school "Staff Development" and "Teacher Work" days during the school year. The SRO's work schedule would remain on the schedule outlined in section 5.3.6(a) above when either of these occur during the school year. The following options are available at the discretion of the Police Chief, Division Commander, SRO's manager or SRO's supervisor:
  - SRO's may be assigned to work patrol; or,
  - SRO's may be assigned to work on special projects; or,
  - SRO's may use accrued comp time, vacation or holiday time to take a "Staff Development" and "Teacher Work" day off; or,
  - SRO's may adjust their work schedules to a 4-10 shift during the scheduled "Staff Development" and "Teacher Work" days during week, with supervisor approval.
- (f) The parties share a mutual interest in maximizing the availability of compensatory time off (CTO) for SRO's. With this thought in mind, the parties agree to increase the maximum comp time accrual for SRO's from 120 hours to 360 hours. This increased comp time bank will apply to SRO's only. The parties agree the

increased comp time bank will be used by SRO's for the extended absence during the summer months and during the scheduled weeklong school breaks.

- (g) SRO's choosing to work overtime associated with any other non-SRO assignment must take that time as paid overtime.
- (h) SRO's agree to schedule two weeks of time off, using their accrued vacation leave bank, during the summer weeks when they would normally take time off using CTO. Annual vacation during the summer weeks may be denied if it coincides with any of the three weeks the SRO's are assigned to work during this period, per section 5.3.6(d).
- (i) SRO's agree that any planned or unplanned leave occurring during the school year, during weeks where the five (5) days a week, nine and one-half (9½) hours per day schedule is applicable, shall be taken as eight (8) hours for each day of leave. During these absences, the SRO will not accrue the additional one and one-half (1.5) hours of comp time for each date of leave taken that is scheduled. Planned or unplanned leave occurring during the weeks the SRO is scheduled to work a 4-10 schedule shall be taken as ten (10) hours for each day of leave. Planned or unplanned leave occurring during the weeks the SRO is scheduled to work a 5-8 schedule shall be taken as eight (8) hours for each day of leave.
- (j) SRO's acknowledge their work schedules will require working special events such as dances, graduation, sporting events, etc. Schedule adjustments will be permitted at the discretion of the supervisor and in accordance with this MOU, in lieu of overtime or compensatory time.
- (k) The parties agree that if an SRO leaves the SRO Program accrued comp time over 120 hours will be handled in the following manner:
  - At the end of the summer break (approximately August 15<sup>th</sup>): Employee's will be paid out to 120 hours, at the base rate of pay.
  - Upon the SRO's Voluntary Transfer, Involuntary Transfer or completion of assignment: Employees will be paid out to 120 hours, at the base rate of pay;
- (l) The parties agree to meet upon request, during the month of July, to accommodate necessary changes related to changing school schedules or departmental staffing needs.

## **5.4 Shift Change**

### **5.4.1 Regular and Emergency Changes**

Regular shift assignment changes for individuals and emergency assignments are not subject to the provisions of meeting and conferring. The City agrees to provide a minimum of ten (10) working days' notice to employees prior to changing their regular shift assignment. Under normal conditions, shift changes shall occur at 12:01 a.m. on the first Sunday night of the month.

### **5.4.2 Shift Change Sign-ups**

- (a) Shift change shall occur twice during each year;
  - at the beginning of the first full pay period in January; and
  - at the beginning of the first full pay period in July.
- (b) Shift sign-ups shall take place bi-annually, approximately three (3) months prior to each shift change. The shift sign-up sheet shall be posted in the patrol briefing room during the first week in April and the first week in October.
- (c) Police Sergeants will first sign-up for a specific team. Thereafter, unit members shall sign-up by seniority for a shift/team.
- (d) Shift sign-ups shall be completed thirty (30) calendar days after the sign-up list is posted.
- (e) Thereafter, any unit member who did not sign up for a shift shall be assigned to a shift by the Department as needed.
- (f) Ten (10) days after conclusion of the sign-up period, no changes in the shift schedule will be allowed, except for reasons deemed necessary by the department head or his designee.
- (g) Officers with ten (10) years of experience with the Novato Police Department may remain on the same shift for a period of time not to exceed one (1) year.

## **5.5 Time Between Shift**

City agrees to schedule employees covered under this MOU in such a way as to assure a minimum of ten (10) hours between assigned shifts, except under emergency conditions and as required for the 3/12.5 schedule.

## **5.6 Show-up Time**

Each employee covered by this MOU will appear for briefing and roll call training at the time specified for the respective shift. Time spent in briefing and roll call shall be paid time.

## **5.7 Daylight Savings Time Schedule Adjustments**

5.7.1 Fall: If time at work is extended by one (1) hour beyond the normal shift, the unit member shall be compensated for the additional one (1) hour at his/her overtime rate.

5.7.2 Spring: If time at work is decreased by one (1) hour short of the normal shift, two options are available:

- work one (1) hour beyond the end of his/her normal shift ending time; or
- if both the City and the employee concur, deduct one (1) hour off from the unit member's accrued CTO or vacation in order to complete the work day/shift.

## **6. OVERTIME**

### **6.1 Overtime Eligibility**

Employees covered by this MOU are allocated to the following groups:

Group I: Time-related positions; eligible for time and one-half (1.5) paid overtime: Police Officer and Corporal.

Unit members shall be compensated for overtime at one and one-half (1.5) times their regular hourly rate of pay for all hours worked outside a regularly assigned shift.

### **6.2 Standby**

When, after the employee's regular work period, he/she is required by written order of his/her department head to leave work where he/she may be contacted to return to work if needed within a reasonable period of time, employee shall receive one (1) hour's pay at the overtime rate for each eight (8) hour period or portion thereof he/she is required to remain on standby outside of standard hours and days of work and is not called back to work. Standby is premium pay not included as hours worked in regular rate of pay.



### **6.3 Callback**

Any employee who has departed from his/her work location and is called back is guaranteed a minimum of two (2) hours compensation, unless the callback immediately precedes his/her assigned shift. Employees who do not receive 24-hour notice of cancellation of department scheduled non-emergency callback will receive callback pay. This includes canceled court appearances provided that the court appearance would have fallen on the employee's day off and notice was not received prior to end of employee's last workday.

Callback time shall be paid at the overtime rate and is not included as hours worked in regular rate of pay.

### **6.4 Court Time**

6.4.1 If a unit member is subpoenaed or directed to appear in court as a result of his/her work activities, court time shall be compensated at the overtime rate.

(a) Compensation for court time shall be for a minimum of four (4) hours if the court time occurs either on a non-work day or on a work day but the ending time of the court appearance is separated from regular work hours by more than two (2) hours. One-half (½) hour of this minimum is considered travel time.

(b) There shall be no minimum guarantee if the court time is an extension (either preceding or succeeding) of an assigned shift.

6.4.2 Without good cause, court time shall not be paid if the case is dismissed due to the late arrival in court by the unit member.

### **6.5 Compensatory Time**

Unit members who are eligible for overtime, may choose to receive compensatory time off (CTO) in lieu of pay for extra hours worked. CTO must be scheduled, approved and taken during a regular work period which is established under the hours of work section and will be taken at straight time.

6.5.1 Compensatory time is time not worked.

6.5.2 An employee may accumulate up to one hundred twenty (120) hours compensatory time which may be carried beyond the established work period.

- 6.5.3 SRO's may accumulate additional hours beyond one hundred twenty (120) hours per section 5.3.6(f).

## **6.6 Limitation of Overtime**

It is the policy of the City to keep all overtime usage to a minimum. Overtime payment will be controlled by funds authorized in the approved budget. This policy extends to all varieties of overtime usage. Prior written authorization of the Chief of Police must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Chief, the Captains may authorize paid overtime subject to ratification by the Chief.

Overtime shall be compensated to the nearest half (½) hour. This shall apply to accumulation of all overtime during a work week.

## **6.7 Overtime Assignment**

### **6.7.1 Assignment of Patrol Overtime**

The purpose of this section is to establish procedures in assigning overtime for vacant patrol positions. This section does not apply to emergency overtime assignments and callback.

### **6.7.2 Identification of Vacant Shift**

Vacancies in the Patrol Bureau shifts should be identified at least one (1) month in advance. The Patrol Bureau Commander or designate will have the responsibility of determining which shifts will be vacant due to vacation, injured on duty, training or open positions in the patrol ranks.

### **6.7.3 Posting of the Sign-up List**

Once the overtime vacancies have been identified, a sign-up sheet listing the vacant shifts may be posted in the briefing room on the bulletin board or available electronically. Employees may be required to sign up using electronic scheduling software.

### **6.7.4 Sign-up Procedures**

Unit members wishing to volunteer for overtime assignments will be allowed to sign up for two (2) shifts of overtime per day until the sign-up sheet is filled. Unit members are encouraged to sign up voluntarily.

#### **6.7.5 Officer Assignments to Vacant Overtime Shifts**

Attempts will be made to fill all vacant overtime slots with voluntary sign-ups. If this cannot be accomplished, then all unit members will be assigned to the overtime shifts as needed. First choice of overtime to go to uniform personnel.

#### **6.7.6 Outside Details Overtime**

Overtime for outside details such as school dances and football games shall be on a volunteer basis. If the assignments are not filled by volunteers, then all unit members will be assigned as needed.

### **7. SHIFT DIFFERENTIAL**

#### **7.1 12:00 Midnight - 8:00 a.m. Shift Assigned**

Shift differential in the amount of Fifty Dollars (\$50) per month will be paid to employees regularly assigned to a work shift in which four (4) or more hours fall between 12:00 midnight and 8:00 a.m.

#### **7.2 12:00 Midnight - 8:00 a.m. Employee Convenience**

Employees working between the hours of 12:00 midnight and 8:00 a.m. for their own convenience and who are not assigned to do so by their immediate supervisor are not eligible for shift differential.

#### **7.3 Period of Time**

Regularly assigned shift means that when an employee is assigned to work a shift by his/her supervisor, his/her supervisor has every expectation that the shift will continue for an extended period of time of not less than one (1) calendar month.

### **8. WORK IN HIGHER CLASSIFICATION**

An employee covered by this MOU who is assigned to work in a higher position forty (40) cumulative hours or more in a fiscal year shall receive compensation for the time worked based on the rate of pay for the higher classification, but in an amount not less than one hundred five (105) percent of his/her regular rate of pay or at the top step of the higher position, whichever is less. Once the employee has reached forty (40) cumulative hours, the employee shall be paid for the initial forty (40) hours plus any additional hours accrued during the balance of the fiscal year. Such assignments shall be made by the department head with the prior approval of the City Manager.

Overlays with the administrative sergeant or oncoming shift sergeants shall not impact on this provision. This provision shall not apply to employees performing higher duties as a result of a written training program.

## **9. OTHER COMPENSATION AND BENEFITS**

### **9.1 Certificate Pay**

9.1.1 P.O.S.T. Certificate payments will be made to each member at a rate of:

(a) Three percent (3.0%) of base salary for an Intermediate Certificate.

(b) Five percent (5.0%) of base salary for an Advanced Certificate.

9.1.2 The Police Department Training Bureau will annually remind members of the P.O.S.T. certificate eligibility requirements.

9.1.3 Members shall notify the Training Bureau in writing as soon as they have met the requirements for certificate pay. The Training Bureau will review the member's eligibility for the certificate and then submit an application to P.O.S.T. If P.O.S.T. approves the application, the certificate pay shall be retroactive to the date the member notified the Training Bureau.

9.1.4 If the member fails to timely notify the Training Bureau of his or her eligibility, retroactive pay for the certificate shall not exceed one year.

### **9.2 Uniform Pay**

#### **9.2.1 Payment on Hire**

A newly hired unit member shall receive the sum of Eight Hundred Dollars (\$800.00), at the time of their initial appointment with the City to purchase uniforms as required by the Police Department in the manner prescribed by City policy.

#### **9.2.2 Other Payment**

Unit members shall receive an Eighty Dollar (\$80.00) per month uniform allowance commencing with the thirteenth (13th) month of employment.

**9.2.3 Dry Cleaning**

City will pay Twenty Dollars (\$20.00) per month to defray the cost to dry clean uniforms.

**9.2.3 Uniform Type and Maintenance**

Uniform clothing to be purchased will be as required by City policy. Uniforms will be maintained in good condition by each employee in accordance with established City policy.

**9.2.4 Separation from Service**

Employees who terminate their service or who are released from duty may be required to return a portion of the clothing allowance. The amount to be returned will be prorated based on the length of employment.

**9.2.5 Unit Members on Leave**

If an employee is on leave of absence without pay, or on leave status in excess of one (1) month, uniform allowance entitlement will not be paid for time not worked.

**9.3 Safety Vests/Equipment**

**9.3.1 Safety Vests**

The City will replace safety vests per manufacturer recommendations.

**9.3.2 Other Safety Equipment**

All necessary safety equipment will be provided by the City as required by Section 6401 of the State Labor Code, subject to any applicable legislative or judicial interpretation of that statute during the term of this MOU.

**9.4 Night Meetings Reimbursement**

Employees required to attend night meetings shall be reimbursed for the cost of dinner upon presentation of a receipt. The amount of reimbursement shall be as set in forth in City Administrative Policy 6.1.

**9.5 Training Reimbursement**

**9.5.1 Travel and Training Policy**

(a) Members who attend Police Department sponsored training,

including P.O.S.T. certified training, will be reimbursed for expenses (lodging, meals, etc.) in accordance with the City's travel and training policy. It is agreed that changes to the travel and training policy are not subject to meet and confer.

- (b) Federal and California law provide that time spent traveling to and from approved training may constitute hours worked. Members shall be paid for such working time at the appropriate hourly rate (regular or overtime) established by the MOU.

#### **9.5.2 Mileage Reimbursement**

Reimbursement for mileage shall be at the rate established annually by the Internal Revenue Service.

### **9.6 Specialty Assignment Compensation**

#### **9.6.1 Amounts**

The following positions shall be entitled to specialty assignment compensation.

- (a) Members assigned to a multi-agency task force shall receive an additional three and one-half percent (3.5%) of base pay as compensation for this assignment.
- (b) Members assigned as Investigators in the Investigations Bureau shall receive an additional five percent (5%) of base pay as compensation for this assignment.
  - (1) This Specialty Assignment Compensation shall be earned at all times while the unit member is assigned as an Investigator.
  - (2) The Department and the Investigators shall establish a schedule by which one Investigator is deemed to be "*primary*" for each week. The remaining Investigators shall, absent extenuating circumstances, respond if contacted by the Department.
  - (3) This Specialty Assignment Compensation shall subsume and be in lieu of any other stand-by pay set forth in the collective bargaining agreement.
- (c) Members assigned as School Resource Officers shall receive an additional three and one-half percent (3.5%) of base pay as compensation for this assignment.



- (d) Members assigned to the traffic motorcycle unit shall receive an additional three and one-half percent (3.5%) of base pay as compensation for this assignment.
- (e) Members assigned as K-9 Officers shall receive an additional three and one-half percent (3.5%) of base pay as compensation for this assignment plus three (3) hours of straight time compensation per week. When receiving Specialty Assignment Compensation as a K-9 Officer, a unit member shall:
  - (1) Be reimbursed for food for the canine.
  - (2) Be provided with veterinary care for the canine at no cost to the unit member.
  - (3) Be provided, upon request, with a City-approved kennel for the canine.
  - (4) Be provided with boarding services for the canine for up to four (4) weeks each year for vacation and up to six (6) months if the officer is unable to care for the canine due to the officer's illness or injury.
  - (5) Acknowledge that the canine belongs to the City, which has the authority to make all final determinations concerning its care, health and assignment.
- (f) Members who serve as Field Training Officers shall be compensated an additional three and one-half percent (3.5%) of base salary for all hours worked as compensation for this assignment. An additional one and one-half percent (1.5%), for a total of five percent (5%), shall be paid when actively engaged in field training of an assigned Trainee.
- (g) Members assigned to the Novato Response Team shall receive an additional three and one-half percent (3.5%) of base pay as compensation for this assignment.

#### **9.6.2 Multiple Assignments**

A member serving in multiple specialty assignments shall not receive more than five percent (5%) of base salary for all such assignments. Any individual assigned as an FTO shall be capped at a total of seven and a half percent (7.5%) when serving in multiple specialty assignments.

## **9.7 Bilingual Compensation**

- 9.7.1 Unit members who have demonstrated language fluency in Spanish, to the City's satisfaction, shall receive a stipend of three percent (3%) of base pay.
- 9.7.2 The City shall provide written notice to the Unit if it determines the number of positions eligible for this stipend will be limited based on the City's assessment of need to maintain operational effectiveness.

## **9.8 College Degrees**

- 9.8.1 Members shall receive the following stipends for possession of a college degree from a college or university that has been accredited by an organization that is recognized by the U.S. Department of Education as an accrediting agency (e.g. WASC or Northwest Commission on Colleges and Universities):
  - (a) A.A. 4%
  - (b) B.A. 5%
  - (c) Masters 6%
- 9.8.2 The percentages in 7.8.1 above are not cumulative and are in lieu of P.O.S.T. certificate pay. A unit member who possesses both college degrees and P.O.S.T. certificates may elect to receive either College Degree pay (7.8.1) or P.O.S.T. pay (7.1.1) whichever single path results in the higher percentage for the unit member.

## **9.9 Longevity Pay**

- 9.9.1 Longevity pay shall be awarded as follows:
  - a. 2.5% will be added to base pay and shall commence at the beginning of the 7<sup>th</sup> year of service to the City.
  - b. An additional 2.5% (total of 5%) will be added to base pay and shall commence at the beginning of the 9<sup>th</sup> year of service to the City.
  - c. An additional 5% (total of 10%) will be added to base pay and shall commence at the beginning of the 12<sup>th</sup> year of service to the City.
- 9.9.2 There are currently five (5) employees "grandfathered" into longevity pay after completion of 10, 15, and 20 years of service. Those five (5) grandfathered employees shall be awarded longevity pay as follows:

- a. 5% will be added to base pay and shall commence at the completion of the 10<sup>th</sup> year of service to the City.
- b. An additional 5% (total of 10%) will be added to base pay and shall commence at the completion of the 15<sup>th</sup> year of service to the City.
- c. An additional 5% (total of 15%) will be added to base pay and shall commence at the completion of the 20<sup>th</sup> year of service to the City.

#### 9.9.3 Service

- a) Longevity shall be based on total years of service with the City of Novato in any sworn classification.
- b) Association members who have had prior service with another law enforcement agency shall be given one-half (1/2) credit for each month of service in those agencies. This service credit will be for purposes of determining longevity. Law enforcement is defined as a sworn position, under California Penal Code Section 830.1, with another California public agency.

## 10. HOLIDAYS

### 10.1 Payment In Lieu

Employees in Unit B will be paid during the first week of December of each contract year for all twelve (12) authorized holidays (ninety-six (96) hours) during the preceding twelve (12) month period. Effective January 1, 2006, paid holidays shall be increased from twelve (12) to thirteen (13) (one hundred four (104) total hours). Payment will be made at the employee's regular rate of pay at the time payment is made. Employees who worked less than the full twelve (12) previous months will be compensated as indicated above for the number of authorized holidays occurring during their time of actual employment. Floating holiday is earned at the rate of four (4) hours for six (6) months or less of service in the fiscal year or eight (8) hours for more than the six (6) months' service. The floating holiday may not be accumulated and carried forward to the next year. Employees not in a pay status, excluding disciplinary action, on the day preceding a holiday shall not receive the benefit of a paid holiday.

## **10.2 Adjustment for Holidays Not Worked**

### **10.2.1 5/8 Schedule**

For employees working a 5/8 schedule, if an employee's regular workday falls on a holiday and the day is not worked, eight (8) hours will be deducted from compensation or vacation time accruals.

### **10.2.2 9/80 Schedule**

For employees working a 9/80 schedule, if an employee's regular workday falls on a holiday and the day is not worked, nine (9) hours will be deducted from compensation or vacation time accruals.

### **10.2.3 4/10 Schedule**

For employees working a 4/10 schedule, if any employee's regular workday falls on a holiday and the day is not worked, ten (10) hours will be deducted from compensation or vacation leave accruals.

### **10.2.4 3/12.5 Schedule**

For employees working a 3/12.5 schedule, if any employee's regular workday falls on a holiday and the day is not worked, twelve point five (12.5) hours will be deducted from compensation or vacation leave accruals.

## **10.3 Time Off In Lieu of Pay**

Time off in lieu of pay, for use as additional vacation, may be requested by the unit member. With the prior approval of the Police Chief, a unit member may exchange one (1) day's earned holiday pay for one (1) day off to be scheduled in the same manner as vacation in the coming year.

### **10.3.1 5/8 Schedule**

Employees working a 5/8 schedule may exchange one (1) day's holiday pay for eight (8) hours off of their choice up to the limit of authorized holidays in a given year.

### **10.3.2 9/80 Schedule**

Employees working a 9/80 schedule may exchange one (1) day's holiday pay for nine (9) hours off of their choice up to the limit of authorized holidays in a given year.

### **10.3.3 4/10 Schedule**

Employees working a 4/10 schedule may exchange one (1) day's holiday pay for ten (10) hours off of their choice up to the limit of authorized holidays in a given year.

### **10.3.4 3/12.5 Schedule**

Employees working a 3/12.5 schedule may exchange one (1) day's holiday pay for every twelve point five (12.5) hours off of their choice up to the limit of authorized holidays in a given year.

### **10.3.5 Advance Notice to Convert to Vacation**

A unit member who wishes to request the conversion of holiday pay to additional time off must file a written request not later than November 15.

### **10.3.6 No Carry Over**

Any days converted to additional time off, if not used, may not be accumulated and carried forward to the next fiscal year.

## **10.4 Holidays**

The thirteen (13) holidays granted under this MOU are:

December 31, New Year's Eve  
January 1, New Year's Day  
Fourth Monday in February, President's Day  
Last Monday in May, Memorial Day  
July 4, Independence Day  
First Monday in September, Labor Day  
October 21, Columbus Day  
Thanksgiving Day  
Friday after Thanksgiving  
November 11, Veterans' Day  
December 24, Christmas Eve  
December 25, Christmas Day  
One (1) Floating Holiday (effective January 1, 2006)

## **11. VACATION**

### **11.1 Vacation Entitlement**

Employees covered under this MOU shall earn vacation in accordance with the following vacation entitlement schedule:

#### **Hours Earned**

| <b>Service</b>                            | <b>Annual</b> | <b>Pay Period</b> |
|---|---------------|-------------------|
| 1 <sup>st</sup> year                      | 80            | 3.08              |
| 2 <sup>nd</sup> year                      | 88            | 3.38              |
| 3 <sup>rd</sup> year                      | 96            | 3.69              |
| 4 <sup>th</sup> year                      | 104           | 4.00              |
| 5 <sup>th</sup> year                      | 112           | 4.31              |
| 6 <sup>th</sup> year                      | 120           | 4.62              |
| 7 <sup>th</sup> year                      | 128           | 4.92              |
| 8 <sup>th</sup> year                      | 136           | 5.23              |
| 9 <sup>th</sup> year                      | 144           | 5.54              |
| 10 <sup>th</sup> – 14 <sup>th</sup> years | 152           | 5.85              |
| 15 <sup>th</sup> – 19 <sup>th</sup> years | 160           | 6.15              |
| 20 <sup>th</sup> year                     | 168           | 6.46              |
| 21 <sup>st</sup> year                     | 176           | 6.77              |

### **11.2 General Provisions**

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions will be rounded to the nearest tenth. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this MOU.

### **11.3 Vacation Accrual**

Employees may accrue no more than three hundred twenty (320) hours of vacation time. When an employee reaches their maximum vacation accrual, no further vacation will accrue until the employee's accrual is decreased below the allowed maximum of three hundred twenty (320) hours.

#### **11.3.1 Vacation Usage**

Vacation time may be taken in increments of one (1) hours. At least sixty (60) hours of vacation time must be taken each year. This includes



at least forty (40) consecutive hours. The times during which an employee may take vacation shall be as approved by the department head.

If a request for vacation is denied on two (2) consecutive occasions, the employee and the Lieutenant in charge of vacation scheduling shall meet to discuss the employee's request and attempt to arrange for an acceptable vacation schedule so the employee avoids losing vacation time.

#### **11.3.2 Vacation Deferral**

It is the policy of the City that employees take their normal vacation each year, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may, with approval of the City Manager, defer vacation to the following calendar year.

#### **11.3.3 Status Report of Accrued Vacation Leave**

The City will provide regularly to each employee on his or her paycheck stub an official record of his or her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

#### **11.3.4 Effect of Termination on Vacation**

Upon termination of an employee's service with the City, he or she shall be paid a lump sum for all accrued vacation hours.

#### **11.3.5 Vacation Redemption**

On the anniversary date of their hire, members may sell back to the City up to forty (40) hours of accrued vacation.

### **11.4 School and Child Care Activities**

In compliance with California Labor Code 230.8, employees may use up to forty (40) hours of vacation or CTO each year (not to exceed eight (8) hours per month) for school and child care activities, when reasonable notice is given.

## **12. SICK LEAVE**

### **12.1 General**

#### **12.1.1 Entitlement**

Each employee covered by this MOU shall be entitled to accrue eight (8) hours of paid sick leave for each month or major fraction thereof served. When an employee is on leave without pay, sick leave credit will not be accumulated.

#### **12.1.2 Usage**

- (a) Sick leave with pay up to the total number of accumulated sick leave hours shall be granted by the department head in case of bona fide illness or injury of employee.
- (b) The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work.
- (c) If the City suspects an employee is abusing or has abused sick leave, the City may, by way of illustration and not limitation, require the employee to be examined by the City's medical examiner at no cost to the employee.

#### **12.1.3 Medical Certificate**

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

### **12.2 Bereavement and Special Sick Leave**

Leave with pay up to forty (40) hours per year shall be granted by the department head in case of the death or serious illness of a mother, father, spouse, sister, brother, son, daughter, uncles, aunts, step-parents, step-children and in-laws, or grandparents. Bereavement leave or special sick leave in case of death or serious illness of other persons may be granted only upon approval of the City Manager. Bereavement or special sick leave shall be charged against accumulated sick leave.

## **12.3 Pregnancy Disability Leave**

### **12.3.1 Eligibility**

All female unit members, regardless of length of service with the City, shall be entitled to take a pregnancy disability leave if they are actually disabled by pregnancy.

### **12.3.2 Length of Leave**

- (a) Leave of up to four (4) months may be taken, as needed, for the period(s) of time a unit member is actually disabled by pregnancy.
  - Four (4) months means the number of days the unit member normally would work within that four (4) month period.
  - For example, a full-time unit member who works five (5) eight-hour days per week would be entitled to up to eighty-eight (88) working days of leave, based on an average of twenty-two (22) working days per month for four (4) months.
- (b) A unit member who works fewer than five (5) days a week, or eight (8) hours per day, receives leave on a pro rata or proportional basis.

### **12.3.3 Intermittent Leave**

The leave may be taken intermittently or in a reduced work schedule when medically advisable, as determined by the health care provider of the unit member.

### **12.3.4 Compensation**

The leave is unpaid. A unit member may elect, however, to use accrued sick or vacation leave during the otherwise unpaid portion of the leave. The City may require a unit member to use accrued sick leave during the otherwise unpaid portion of the leave.

### **12.3.5 Benefits**

During the leave, a unit member will receive City-paid benefits at the same level as if the unit member were not on leave. A unit member will continue to accrue seniority during the leave period.

#### **12.3.6 Notice**

A unit member must provide the City at least thirty (30) days advanced written notice before leave is to begin. If thirty (30) days advance notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

#### **12.3.7 Medical Certification of Need for Leave**

The City will require medical certification of the need for leave. The medical certificate should contain:

- (a) The date on which the unit member became disabled due to pregnancy;
- (b) The probable duration of the period or periods of disability; and
- (c) An explanatory statement that because of the disability, the unit member is either unable to work at all or is unable to perform any one (1) or more of the essential functions of her position, without undue risk to herself or to other persons, or to the successful completion of her pregnancy.

#### **12.3.8 Release to Return to Work**

The City will require a unit member to obtain a release to return to work from her health care provider prior to returning to work.

#### **12.3.9 Reinstatement**

A unit member will be reinstated in accordance with FEHC §7291.9.

### **12.4 Parental Leave**

See section 17 FMLA/CFRA.

### **12.5 Exceptions**

Sick leave with pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement therein has not been authorized).

## **12.6 Exhaustion of Sick Leave**

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals. An exception shall be made if such would cause an employee to lose vacation which could not be carried forward.

## **12.7 Sick Leave Pay Off - Retirement**

Accumulated sick leave will be credited to the employee's length of service upon retirement from the City of Novato and will become a part of the calculation upon which PERS retirement benefits are established.

## **12.8 Sick Leave Pay Off – Employee Death**

If a sworn officer dies while actively employed by the city, then one hundred percent (100%) of the employee's accumulated sick leave shall be paid at the employee's base hourly rate. Such payment shall be made to the person named by the employee as beneficiary in the employee's life insurance policy.

## **12.9 Doctor/Dentist Visits**

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the department head.

# **13. INDUSTRIAL ACCIDENT LEAVE**

In cases where Worker's Compensation is not immediately payable, City will provide full pay, without charge against sick leave, during the first three (3) days of work and any portion thereof, following an industrial accident, provided the City determines that:

1. The accident is, in fact, work-related.
2. Time off work is necessary as determined by City medical examiner.
3. The duration of the time off work is necessary as determined by City medical examiner.

The City has the right to require that the treatment of work-related injuries or illnesses be provided by a City-designated medical examiner. This does not preclude the employee from seeking emergency treatment from a medical examiner of the employee's choice.

Industrial accident leave shall begin on the first day of such absence and shall continue for a total of not more than one (1) year. When employee is on such leave and receiving full pay, the employee for administrative convenience shall remit his/her temporary compensation payment from Worker's Compensation to the City of Novato. Such industrial accident leave payment shall cease if an employee is earlier retired on a

disability retirement. If an employee is on industrial accident leave or light duty and disciplinary action in the form of suspension is taken, such time shall be charged to leave without pay. In the event that an employee who has returned to duty from industrial accident leave is subsequently absent from work as a result of the same injury or disease, such absence shall be considered to be a part of the original industrial accident leave.

When an employee is on industrial accident leave status and such industrial accident leave time due the employee has been exhausted subsequent leave of absence shall first be charged to sick leave accruals, then to compensatory time accruals and then to vacation accruals. An exception shall be made if such would cause an employee to lose vacation which could not be carried forward.

## **14. SPECIAL LEAVE**

### **14.1 Miscellaneous Leave with Pay**

Unit member shall be granted leave of absence with full pay for:

1. Jury service (inquest or trial);
2. Subpoena of him/her as a witness; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

### **14.2 Family Leave**

Family leave shall be as identified in the City's Administrative Policy entitled "Family Care and Medical Leave Policy."

### **14.3 Sick Leave Transfer**

Unit B employees will have the ability to transfer earned sick leave to other employees in Units participating in this program, subject to the following conditions:

1. The transferee shall have or shall expect to have a total accrued sick leave time of less than twenty-four (24.0) hours at the time of the transfer.
2. No one can, by use of this transfer, reduce his or her accrued sick leave to less than forty (40.0) hours.
3. All such transfers shall be approved by the Assistant City Manager or his/her designee.



4. All transfers shall be anonymous to the transferee.
5. Employees must have a verified emergency need for time off to request a sick leave transfer. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the City and shall include the anticipated duration of the emergency.
6. Employees must have exhausted appropriate paid leave (sick leave including, vacation or CTO) prior to becoming eligible to request a sick leave transfer.
7. Use of sick leave will be treated in the same manner as use of regular sick leave. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited sick leave.
8. Sick Leave which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool.
9. A retiring employee may not transfer sick leave to the pool.

## **15. BENEFITS AND INSURANCE**

### **15.1 Plans**

#### **15.1.1 Eligibility**

- A unit member is eligible for a City contribution for benefits effective the first of the month following date of employment.
- Deductions for benefits shall be made within the month for which coverage is provided.

#### **15.1.2 Enrollment/Withdrawal**

- Enrollment in, or withdrawal from, benefit plans shall occur at times established by City policy subject to requirements of the insurance providers.
- Unit members may enroll in available health insurance programs and/or health and welfare plans at such times as carriers allow for open enrollment periods.

- Dependent coverage may be added, or deleted, between open enrollment periods subject to conditions imposed by the selected insurance providers.

### **15.1.3 Benefit Enrollments**

- All unit members must participate in the following:
  - ☐ Dental Insurance
  - ☐ Vision Insurance (City paid benefit, see section 15.5)
  - ☐ Employee Life Insurance (Basic \$50,000, AD&D) (City paid benefit, see section 15.6)
- Unit members may participate in the following (or may opt out):
  - ☐ Employee Disability Income Insurance
  - ☐ A medical plan available through the PERS Health Plan for employee only, or employee and one (1) dependent, or employee and two (2) or more dependents

## **15.2 Part-time Employees**

Regular part-time unit members may participate in the available plans, subject to the following:

- 15.2.1 Upon proper application, a part-time unit member shall receive a pro-rated City Contribution toward the cost of premiums.
- 15.2.2 Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the unit member through payroll deduction.
- 15.2.3. The pro-rated contribution shall be based upon the ration of the unit member's regularly assigned hours to full-time (i.e. four [4] hours per day equals fifty percent [50%]).

## **15.3 Required City Contribution for Premiums**

15.3.1 Effective July 1, 2019, the City will contribute the following amounts toward employee health care premiums based on the following participation levels:

- a) Employees at the "employee only" level shall receive \$1,050 per month or the amount of the Kaiser Region 1 Single premium, whichever is greater.
- b) Employees at the "employee plus one" level shall receive \$1,725 per month or the amount of the Kaiser Region 1 Two-Party premium, whichever is greater.

- c) Employees at the “employee plus family” level shall receive \$1,975 per month or the amount of the Kaiser Region 1 Family premium, whichever is greater.
- d) Employees hired on or after July 1, 2011 who enroll in a health plan through the City shall receive no cash out of the City’s contribution for health care premiums if the contribution exceeds the amount required to pay the premium.

15.3.2 Employees who were not enrolled in a health care plan through the City as of July 1, 2014 may continue to cash any unused portion of the contribution as taxable income to the member during the term of this MOU. However, once these “grandfathered” employees enroll into medical coverage with the City they will lose their grandfathered status, and should they waive medical coverage again the terms of section 15.3.3 shall apply.

15.3.3 Employees who do not enroll in a medical plan through the City shall be limited to a cash out of no more than Two Hundred Fifty Dollars (\$250.00) per month, which shall constitute taxable income to the member.

#### **15.4 Dependent Status Change/Verification**

15.4.1 If the status of an employee’s dependent changes, the employee is responsible for notifying Human Resources within thirty (30) days of the effective date of the change to ensure that the City’s contribution rate is properly adjusted if necessary. Failure to notify Human Resources of such a change within thirty (30) days could result in the employee being held financially responsible for any benefit overpayment, if retroactive removal is required by law or benefit plan agreements. The employee will be required to reimburse the City via payroll deduction for any such benefit overpayment.

15.4.2 On an annual basis, an employee will be required verify his or her dependent status in writing to ensure that the City is contributing the appropriate amount toward health insurance premiums and to confirm the employee’s compliance with the Patient Protection and Affordable Care Act (ACA). The City will use the CalPERS definition of the term “dependent.” The City reserves the right to request a new employee attestation of dependent status upon changes of benefit enrollments.

#### **15.5 Vision Coverage**

Regular employees are eligible for vision insurance coverage for the employee and eligible dependents. The City pays one hundred percent (100%) of the monthly vision plan insurance premium rate for the standard plan on behalf of each regular full-time employee and his/her eligible dependents.

## **15.6 Life Insurance**

As soon as practicable after ratification, the city shall provide eligible regular employees with life insurance coverage and accidental death and dismemberment insurance coverage for the employee. The city will provide basic life insurance with the coverage amount of \$50,000 per employee. The City pays one hundred percent (100%) of the monthly life insurance premium on behalf of each regular full-time employee.

## **15.7 Domestic Partners**

15.7.1 Health and welfare benefits available to unit members shall also be available to domestic partners so long as the provider of the benefit covers domestic partners. To qualify for domestic partner benefits, the unit member and his or her domestic partner shall be subject to the eligibility and registration requirements established by Section 297 of the State of California Family Code and by the California Secretary of State, as well as any requirements of the benefit provider. This shall include any requirements established by the California Public Employees' Retirement System as a provider of health benefits.

15.7.2 Unit members shall also be entitled to bereavement, special sick leave, FMLA and other types of qualifying leave resulting from a domestic partner relationship.

## **15.8 Retiree Medical Insurance**

The City and the Association have agreed to the establishment of a retirement medical plan for members of Unit B. The City and Association agree that if members of Unit B desire inclusion in the plan they may do so.

Effective the first full pay period after July 1, 2019, the City shall contribute One Hundred and fifty Dollars (\$150) per member per month to the trust established by the Association for the purpose of funding retirement medical insurance for Association members.

# **16. RETIREMENT**

## **16.1 PERS Plan**

16.1.1 The City will continue its participation in the State of California Public Employees' Retirement System (PERS) for safety employees as follows:

**Tier One** – Applicable to employees who are not defined as "New Members" in Government Code Section 7522.04 and were hired with the City of Novato before September 25, 2011 are eligible for a 3% @ 55 benefit formula with a one-year highest compensation benefit.

**Tier Two** – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired with the City of Novato on/after September 25, 2011 are eligible for a 3% @ 55 benefit formula with a three-year highest compensation benefit.

**Tier Three** – Applicable to employees who are defined as “New Members” in Government Code Section 7522.04 and were hired on/after January 1, 2013 are eligible for the 2.7% @ 57 benefit formula.

**16.1.2** The City will continue to provide the following benefits through its contract with the California Public Employees’ Retirement System (PERS) for a retirement plan:

- Level 4 1959 Survivors Benefits,
- Sick leave service credit,
- Purchase of Military Service Credit (Government Code § 21024).

## **16.2 Employee Contributions and Employer Paid Member Contribution (EPMC)**

### **16.2.1 Employee PERS Contributions**

- (a) Tier One and Two – Classic Member Employee Contributions  
Classic Members shall contribute nine percent (9%) of salary to the PERS retirement plan.
- (b) Tier Three - New Member Employee Contributions  
New Members shall contribute fifty percent (50%) of the total normal cost, unless otherwise determined annually by CalPERS, of the PERS retirement plan.
- (c) Employee contributions paid by members will be deducted on a pre-tax basis, in accordance with IRC Section 414(h)(2).

### **16.2.2 Employer PERS Contributions**

Tier One and Two unit members shall also contribute an additional amount towards the employer share of PERS contributions, as follows:

Effective July 7, 2019, employees shall contribute three percent (3%) towards the employer share of PERS contributions. The total contribution for Tier One and Two Classic Members shall be twelve percent (12%). The City agrees to seek a CalPERS contract amendment for the 3% of cost.

**17 FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT**

The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Per the FMLA/CFRA laws, employees are eligible to use applicable leave accruals while on these unpaid leaves.

An employee may contest a FMLA decision through an EEO complaint or through the grievance process. The Union and the employee shall elect only one of these options. The election is irrevocable.

**18 REASONABLE ACCOMMODATIONS**

The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act, and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties covered by these Acts. The City reserves the right to take any action necessary to comply therewith, provided, however, that if any accommodation requires the reassignment of another bargaining unit member, the City and POA will discuss the matter upon request of the POA.

**19 EDUCATIONAL INCENTIVE**

Tuition reimbursement shall be made available to unit members up to One Hundred and Fifty dollars (\$150) per fiscal year in accordance with established City Policy.

**20. ASSOCIATION RIGHTS**

City agrees to allow designated Association representative to conduct Memorandum of Understanding maintenance business during regular working hours provided that the combined hours for all representatives performing such maintenance business shall not exceed a total of fifteen (15) working hours per month. In addition, 120 hours annually (total hours for all representatives combined) shall be provided to NPA representatives to attend conferences, seminars and training that are intended to improve the representatives' understanding of labor law and labor relations. Prior approval of the designated representative's supervisor is required before the conduct of Association business or for use of the 120 hours, and time spent in the conduct of Association business or use of the 120 hours must be reported in the manner prescribed by departmental policy and the employer-employee relations resolution of the City. Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Association is the recognized employee organization for employees in that classification.



## **21. CITY RIGHTS**

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standard of selection for employment, promotions and transfer; direct its employees; take disciplinary action; relieves its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

## **22. CONCERTED ACTIVITIES**

### **22.1 Resolution No. 25-72**

Section 14 of the City Resolution No. 25-72, adopted April 4, 1972, entitled "Peaceful Performance of City Services," is hereby incorporated in its entirety by reference thereto.

### **22.2 No Lock Out**

During the term of this MOU, the City agrees not to lock out the members of the Unit.

## **23. DISPUTES**

All disputes arising under this MOU shall be resolved in accordance with the City's adopted grievance procedures.

## **24. COMPLETION OF MEET AND CONFER**

19.1 The parties acknowledge that, for the life of this MOU, each voluntarily or unqualifiedly waives the right to meet and confer and agrees that the other shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this MOU, notwithstanding any other provisions of laws to the contrary, or as provided for in this MOU.

19.2 Upon ratification by the City Council, the recommendations set forth above are final. Except as provided for in this MOU, no changes or modifications shall be offered, urged or otherwise presented by the Association or the City during the term of this MOU.



**25. SEVERABILITY**

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. However, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, sex or national origin.


**26 SAVINGS CLAUSE**

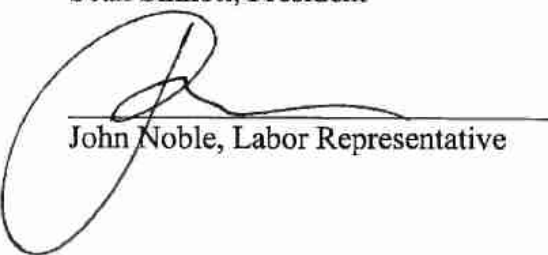
Should a court or administrative agency declare any provision of this Agreement invalid, inapplicable to any person or circumstance, or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect for the duration of the Agreement.

**27. TERM**

This MOU shall be in effect from July 1, 2019 through June 30, 2021.

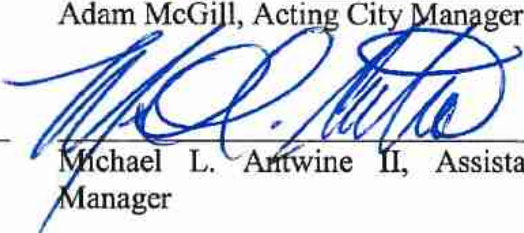
NOVATO POLICE ASSOCIATION

  
Sean Sinnott, President

  
John Noble, Labor Representative

CITY OF NOVATO

  
Adam McGill, Acting City Manager

  
Michael L. Antwine II, Assistant City Manager