

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. SALARY COMPENSATION

2.1 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.

Antioch	Rohnert Park
Fairfield	San Rafael
Mill Valley	Santa Rosa
Napa	Sausalito
Petaluma	Walnut Creek

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.

2.2 Salary Schedule

2.2.1 Each unit member shall be paid based on his/her placement on the salary schedule that is Appendix A.

2.2.2 Members shall be eligible for Steps 6 through 8 at ten (10), fifteen (15) and twenty (20) years of service, respectively.

2.3 Merit Increases

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

2.4 Probationary Period

The probationary period for initial employment in a bargaining unit position shall be for a period of eighteen (18) months.

2.5 Hourly Rates

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

2.6 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.

2.7 Service Credit

Association members who have had prior service with another law enforcement agency shall be given one-half (½) credit for each month of service in those agencies. This service credit will be for purposes of determining longevity for calculating salaries. Law enforcement is defined as a sworn position with a public agency.

3. HOURS

3.1 Regular Work Day

3.1.1 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.

3.1.2 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.

3.2 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.

3.3 Standard Hours and Days of Work

3.3.1 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.

3.3.2 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.

3.3.3 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.

3.3.4 Detectives, Crime Prevention and SRO

The standard work week of those employees in Detectives, Crime Prevention and School Resources Officer 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).

3.3.5 Modification

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

3.4 Shift Change

3.4.1 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.

3.4.2 Shift Change Sign-ups

Shift sign-up shall take place annually for the following year. Employees shall sign up for two (2) consecutive six (6) month shifts. 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.

- (a) Specific procedures for shift changes and sign ups shall be established in a General Order promulgated by the Police Department.

- (b) 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.

3.5 Time Between Shift

City agrees to schedule employees covered under this MOU in such a way as to assure a minimum of twelve (12) hours between assigned shifts, except under emergency conditions and as required for the 3/12.5 schedule.

3.6 Show-up Time

Each employee covered by this MOU will appear for briefing and roll call training prior to going on assigned shift for a period of time not to exceed:

3.6.1 4/10 and 9/80 Schedules

Two and one-half (2½) hours per duty week under the 5/8 schedule and two (2) hours per duty week under the 4/10 schedule and 9/80 schedule, as assigned. This time is considered a part of the workday.

3.6.2 3/12.5 Schedules

One and one-half (1½) hours per duty week under the 3/12.5 schedule, as assigned. This time is considered a part of the workday.

4. OVERTIME

4.1 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. Overtime is time worked beyond forty (40) hours during the regular work week.

4.2 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.

4.3 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.

4.4 Court Time

4.4.1 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 ($\frac{1}{2}$) 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.

4.4.2 Court time shall not be paid if the case is dismissed due to the late arrival in court by the unit member.

4.5 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.

4.5.1 Compensatory time is time not worked.

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

4.6 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 ($\frac{1}{2}$) hour. This shall apply to accumulation of all overtime during a work week.

4.7 Overtime Assignment

4.7.1 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.

4.7.2 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.

4.7.3 Posting of the Sign-up List

Once the overtime vacancies have been identified, a sign-up sheet listing the vacant shifts will be posted in the briefing room on the bulletin board.

4.7.4 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.

4.7.5 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.

4.7.6 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.

5. SHIFT DIFFERENTIAL

5.1 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.

5.2 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.

5.3 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.

6. 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.

7. OTHER COMPENSATION AND BENEFITS

7.1 Certificate Pay

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

- (a) One point five percent (1.5%) of base salary for an Intermediate Certificate. Effective July 1, 2006, the percentage shall be increased to two percent (2.0%).
- (b) Three point five percent (3.5%) of base salary for an Advanced Certificate. Effective July 1, 2006, the percentage shall be increased to four percent (4.0%).

- 7.1.2 Once the certificate is received by the Personnel Office, the employee shall receive payment retroactive to the date the certificate was formally requested from P.O.S.T. by the Police Department.

7.2 Uniform Pay

7.2.1 Payment on Hire

A newly hired unit member shall receive the sum of Five Hundred Dollars (\$500.00), 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.

7.2.2 Other Payment

- (a) Unit members shall receive a Fifty Dollar (\$50.00) per month uniform allowance commencing with the thirteenth (13th) month of employment.
- (b) Effective July 1, 2006, unit members shall receive a Sixty Dollar (\$60.00) per month uniform allowance commencing with the thirteenth (13th) month of employment.

7.2.3 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.

7.2.4 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.

7.2.5 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.

7.3 Safety Vests/Equipment

7.3.1 Safety Vests

The City will purchase safety vests for all sworn employees to the extent that such purchases do not exceed Six Thousand Dollars (\$6,000) per year.

7.3.2 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.

7.4 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.

7.5 P.O.S.T. Training Reimbursement

Employees who attend P.O.S.T. certified training shall be reimbursed for incidentals up to the amount specified by P.O.S.T. for such expenses.

7.6 Speciality Assignment Compensation

7.6.1 Amounts

The following positions shall be entitled to speciality assignment compensation.

- (a) Members assigned as Investigators in the Investigations Bureau or assigned to a multi-agency task force shall receive an additional two percent (2%) of base pay as compensation for this assignment.
- (b) Members assigned as School Resource Officers shall receive an additional two percent (2%) of base pay as compensation for this assignment.
- (c) Members assigned to the traffic motorcycle unit shall receive an additional two percent (2%) of base pay as compensation for this assignment.
- (d) Effective July 1, 2006, members assigned as K-9 Officers shall receive an additional two percent (2%) of base pay as compensation for this assignment.
- (e) Members who serve as Field Training Officers shall be compensated an additional five percent (5%) of base salary for time actively engaged in field training.

7.6.2 Multiple Assignments

A member serving in multiple specialty assignments will only be compensated for one (1) assignment. If the member is serving as an FTO and

in another speciality assignment identified above, he or she will receive the FTO specialty pay rate.

8. HOLIDAYS

8.1 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.

8.2 Adjustment for Holidays not Worked

8.2.1 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.

8.2.2 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.

8.2.3 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.

8.2.4 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.

8.3 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.

8.3.1 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.

8.3.2 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.

8.3.3 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.

8.3.4 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.

8.3.5 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.

8.3.6 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.

8.4 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)

9. VACATION

9.1 Vacation Entitlement

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

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

9.2 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.

9.3 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.

9.3.1 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 annual 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.

9.3.2 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.

9.3.3 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.

9.3.4 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.

9.3.5 Vacation Redemption

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

10. SICK LEAVE

10.1 General

10.1.1 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.

10.1.2 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. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor.
- (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.

10.1.3 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.

10.2 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.

10.3 Pregnancy Disability Leave

10.3.1 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.

10.3.2 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.

10.3.3 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.

10.3.4 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.

10.3.5 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.

10.3.6 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.

10.3.7 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.

10.3.8 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.

10.3.9 Reinstatement

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

10.4 Paternity Leave

A maximum of five (5) days leave with pay shall be granted to unit members for the purpose of preparation for and care of a newly born or newly adopted child. Paternity leave shall be charged against accumulated sick leave.

10.5 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).

10.6 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.

10.7 Sick Leave Pay Off

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.

10.8 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.

11. 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.

12. SPECIAL LEAVE

12.1 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.

12.2 Family Leave

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

12.3 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.

13. BENEFITS AND INSURANCE

13.1 Plans

13.1.1 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 (see 13.3.2) shall be made within the month for which coverage is provided.

13.1.2 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.

13.1.3 Benefit Options

- All unit members must participate in the following:
 - Employee Life Insurance (Basic \$5,000, AD&D)
 - Dental Insurance
- 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

13.2 Part-time Employees

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

- 13.2.1 Upon proper application, a part-time unit member shall receive a pro-rated City Contribution (see 13.3) toward the cost of premiums.
- 13.2.2 Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the unit member through payroll deduction.
- 13.2.3. 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%]).

13.3 Required City Contribution for Premiums

- 13.3.1. The required City contribution for the benefits set forth in 13.1 above, shall be Seven Hundred Five Dollars (\$705) per month. (Effective July 1, 2005.)
- 13.3.2 Should the plan(s) cost more than the City's required contribution, each covered unit member shall sign a payroll deduction form and pay the difference by payroll deduction.
- 13.3.3. If any balance remains after selection of options, such balance shall be added to the unit member's gross salary.

13.4 Domestic Partners

- 13.4.1 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.
- 13.4.2 Unit members shall also be entitled to bereavement, special sick leave, FMLA and other types of qualifying leave resulting from a domestic partner relationship.

13.5 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 A desire inclusion in the plan they may do so.

The City shall pay Seventy-Five Dollars (\$75) per member per month to the trust established by the Association for the purpose of funding retirement medical insurance for Association members. Effective July 1, 2006, the City's contribution shall be increased to One Hundred Dollars (\$100) per member per month.

14. RETIREMENT

14.1 PERS Plan

The City's contract with PERS includes the following benefits for unit members:

- three percent (3%) pay at 55 Local Safety Members Retirement Program,
- Level 4 1959 Survivors Benefits;
- sick leave service credit;
- one-year final compensation benefit pursuant to California Government Code Section 20024.2.

14.2 Employer Paid Member Contribution (EPMC)

14.2.1 City Contribution

The City will contribute on behalf of members of Unit B nine percent (9%) toward the unit member's contribution to the Public Employees Retirement System.

14.2.2 Retirement Benefit Contribution - EPMC Contribution

The City shall report the value of the Employer Paid Member Contribution to CalPERS as additional compensation for purposes of determining unit member retirement benefits.

14.3 Military Service Credit

The City will amend its contract with PERS to provide for the purchase of credit for military service under Section 21024 of the California Government Code.

15. 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 thirty (30) working hours per month. Prior approval of the designated representative's supervisor is required before the conduct of Association business and time spent in the conduct of Association business 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.

16. 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; relieve 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.

17. CONCERTED ACTIVITIES

17.1 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.

17.2 No Lock Out

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

18. DISPUTES

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

19. 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.

20. 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.

21. TERM

This MOU shall be in effect from ratification through June 30, 2008.

NOVATO POLICE ASSOCIATION

CITY OF NOVATO

Tom MacKenzie, President

Daniel E. Keen, City Manager

Bill Welch, Negotiating Team

Mary Neilan, Assistant City Manager

Ron Kern, Negotiating Team

Dan Weakley, Human Resources Manager

John Noble

APPENDIX A - UNIT B SALARY RANGES

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>10 yrs.</u>	<u>15yrs.</u>	<u>20 yrs.</u>
<u>January 1, 2006 (4%)</u>								
Police Officer	5,001	5,251	5,513	5,789	6,079	6,382	6,702	7,037

<u>January 1, 2007 (3%)</u>								
Police Officer	5,151	5,408	5,679	5,963	6,261	6,574	6,903	7,248

January 1, 2008 (3% to 4% based on CPI)

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