

# MEMORANDUM OF UNDERSTANDING

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City of Novato  
and  
Novato Police Civilian Employees Association  
(Unit H)

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

922 Machin Avenue  
Novato, CA 94945

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**NOVATO POLICE CIVILIAN EMPLOYEES ASSOCIATION  
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 (City) and the Novato Police Civilian Employee's Association (Association, Union or Unit H) and has been jointly prepared by both parties.

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

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 of Novato.

**UNDERSTANDING AND AGREEMENTS**

Unless expressly stated, no provision of this MOU shall become effective until ratified by the City Council:

**1. EXCLUSIVE REPRESENTATION**

This MOU covers employees in Representation Unit H, "Nonmanagerial, Nonsworn, General Employment," as represented by the Novato Police Civilian Employees Association, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A.

**2. UNION RIGHTS**

**2.1 MOU Maintenance by Unit Members**

The City agrees to allow designated Union Steward(s) release time to conduct MOU maintenance business (which may include training and other Union 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. Approved release time for the purpose of contract negotiations shall not be included in the thirty (30) hour limit. Notification to the designated representative's supervisor is required before the conduct of Union business, and time spent in the conduct of Union 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 MOU, the City agrees to notify such person that the Union is the recognized employee organization for employees in that classification.

Representatives from the bargaining unit shall be allowed to attend training or conferences related to Union business of the Unit's choosing once a year. These trainings shall include no more than three (3) members, each from different classifications represented by the Unit, and shall not exceed forty (40) hours per member per calendar year. Such training should not be counted against the thirty (30) hours referenced above. Additional training opportunities may be permitted by the Chief of Police.

## **2.2 Authorization for Payroll Deductions**

2.2.1 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.

2.2.2 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.

2.2.3 The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.

2.2.4 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.

2.2.5 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.

- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 With the exception of subsection (2.2.5) 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.

### **2.3 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.

#### **2.4 Workshops**

The City and the Union agree that a workshop, not to exceed two (2) hours unless both parties agree, will be offered to Department Heads and supervisory staff. The workshop will be held on City time and in facilities and will cover changes and other issues relevant to this MOU.

#### **2.5 Labor-Management Meeting**

During the term of this Agreement, the City and Union agree that consultation meetings may contribute to improved employer-employee relations. Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures.

#### **2.6 Hold Harmless Indemnity Provision**

The Union shall hold the City harmless and shall fully and promptly reimburse the City for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the City or any of its agents by other than the Union in connection with the administration or enforcement of any section of this Agreement pertaining to representation fees. Such reimbursement shall include costs and attorneys' fees incurred by the City.

### **3. 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, promotion 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 the technology of performing its work.

#### **4. 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.

#### **5. COMPENSATION**

##### **5.1 Compensation Surveys**

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

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 Step 5), employer-paid medical and dental, and PERS.

Future surveys could also include uniform allowance for the Community Service Officer classification. The top step salary for Records Specialist/Call Taker shall be maintained at thirteen percent (13%) below the top step salary for Dispatcher.

## **5.2 Salaries**

### **5.2.1 Salary Adjustments**

- (a) Effective the first full pay period after ratification and City Council approval, a base wage increase of 2.5% shall be made to the salary schedule.

### **5.2.2 Salary Schedule Placement**

Each unit member shall be paid based upon his/her placement on the Salary Schedule.

### **5.2.3 Salary Steps**

Steps within the salary range shall be maintained in five percent (5%) increments so that unit members hired at entry level who receive the maximum merit increase of five percent (5%) annually will be able to achieve top step within the range in no more than four (4) years.

### **5.2.4 Step Raises**

A step raise will become effective on the actual anniversary date (as appropriate, initial hire or promotion date) of the unit member. Only unit members whose most recent evaluation was “meets standards” or better shall receive a step raise.

### **5.2.5 Hourly Rates**

Hourly rates shall be calculated by dividing a unit member’s annual salary by 2080.

## **5.3 Equity Adjustment**

The class(es) listed below shall receive equity adjustments during the term of this agreement. Equity adjustments for the listed position(s) shall be effective the first pay period following City Council approval.

|                           |             |
|---------------------------|-------------|
| <b>Class</b>              | <b>2019</b> |
| Community Service Officer | 8.5%        |

## **5.4 One-Time Dollars**

- 5.4.1 Each unit member shall receive two one-time lump sum payments of Two Thousand Five Hundred Dollars (\$2,500) based on the following:

- (a) The first lump sum payment will be processed the first full pay period after ratification and City Council approval.
- (b) The second lump sum payment will be processed the first full pay period after July 1, 2020.
- (c) Dispatchers employed by the City on or before July 1, 2019 shall receive an additional one-time lump sum payment of One Thousand Five Hundred Dollars (\$1,500) effective the first full pay period after January 1, 2021.
- (d) Non-dispatchers employed by the City on or before July 1, 2019 shall receive an additional one-time lump sum payment of One Thousand Dollars (\$1,000) effective the first full pay period after January 1, 2021.
  - Except for the first 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.

## **5.5 Regular Rate of Pay**

Items included in determining the unit member's regular rate of pay shall include:

- the pay rate as established in the pay range of the employee's classification,
- educational incentive pay,
- extended salary pay,
- shift differential pay, and
- bilingual stipend.

## **5.6 Extended Salary Range**

### **5.6.1 Definition**

Extended Salary Range (ESR) is compensation above the current salary based on assigned, nonpermanent work of a value to the City higher than that regularly performed or reasonably expected within the unit member's current classification.

### **5.6.2 Eligibility**

All regular, permanent, classified employees of the bargaining unit are eligible for ESR.

### **5.6.3 Duration**

ESR payments shall be directly related to exceptional work requirements. ESR payments may be authorized for a maximum of six (6) months, but may be extended upon recommendation of the Department Head and approval of the City Manager. ESR payments terminate at the conclusion of the period of exceptional requirements.

### **5.6.4 Administration**

The Department Head has sole responsibility for requesting an ESR for a unit member within his/her department. The Department Head will make an ESR request by written memorandum to the City Manager setting forth the exceptional circumstances which apply and specifying the estimated length of time of the exceptional circumstances. The City Manager will review this request and, if it is approved, will establish the dollar amount of the ESR for the particular case. The City Manager will be responsible for maintaining the consistency of application of ESR within the City.

### **5.6.5 Notification**

A unit member who is awarded ESR will receive a copy of the personnel action advising him/her of the date, amount and duration of the changed salary status.

### **5.6.6 Limit**

ESR compensation, for assignments meeting the ESR criteria, may be awarded up to Two Hundred Fifty Dollars (\$250) per month above current salary.

### **5.6.7 Employee Recognition Program**

The Union agrees to participate with the City and other bargaining units on the review of the existing and possible creation of a new employee recognition program.

## **5.7 Direct Deposit**

Absent extraordinary hardship, all unit members shall establish a direct deposit account in order to receive their pay check.

## **6. HOURS OF WORK**

### **6.1 Work Day**

### **6.1.1 Schedules**

(a) 4/10 Schedule

Except as provided below, the standard work day for unit members in the classifications of Dispatch Supervisor, Senior Dispatcher, Dispatcher, Police Records Specialist/Call Taker Supervisor, Police Records Specialist/Call Taker, CSO and Evidence Technician shall be ten (10) hours per day, four (4) days per week (the “4/10” schedule).

(b) 3/12.5 Schedule

Unit members may be assigned to a schedule which is twelve point five (12.5) hours per day, three (3) days per week (the “3/12.5” schedule).

(c) Other Schedules

Other days and hours of work (by way of illustration and not limitation, this includes 5/40 or 9/80) may either be scheduled by the City or requested by a unit member. All such changes are subject to approval by the City Manager or his/her designee. Notice shall be provided to the Union and, if requested by the Union, the City will meet with the Union to negotiate the impact and effects of the change. Typically, these negotiations will occur prior to implementing the change but, in appropriate circumstances, may occur after the change.

### **6.1.2 Schedule Change**

Except in cases deemed to be an emergency by the City, employees will be given ten (10) calendar days’ notice prior to any change in their work schedule. Typically, an emergency shall mean a sudden and unexpected turn of events calling for immediate action.

## **6.2 Breaks**

### **6.2.1 Meal Break**

- (a) The work day shall include a meal break of forty-five (45) minutes.
- (b) The meal break for unit members in the classifications of Evidence Technician, Dispatcher Supervisor, Senior Dispatcher, Dispatcher, Police Records Specialist/Call Taker Supervisor, Police Records

Specialist/Call Taker and Community Service Officer is a paid meal break.

- (c) The meal break for unit members in the classifications set forth in 6.2.1(b) is a paid break and is therefore encumbered. As a result, such unit members must remain available for duty during meal time and may be may be ordered to return to work from the meal break.

### **6.2.2 Rest Periods**

One (1) fifteen (15) minute rest break with pay shall be provided to unit members for each four (4) hours of service, as scheduled by the appropriate supervisor. Rest periods and meal time may not be aggregated and used to extend the meal period or shorten the workday.

## **7. OVERTIME**

### **7.1 Overtime Definition**

#### **7.1.1 General**

Overtime for an eligible unit member is time “worked” in excess of the scheduled daily hours in his/her assigned shift at the direction of the City. This shall not apply if the excess hours are the result of the unit member’s request to flex his/her hours for personal convenience.

#### **7.1.2 Fair Labor Standards Act (FLSA)**

Pursuant to the Fair Labor Standards Act, overtime occurs after the specified number of hours have been “worked” (e.g. excludes leave time and leave without pay time) in one (1) designated pay period.

Except as otherwise specified in this MOU, overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).

#### **7.1.3 More Than 16 Hours**

Overtime shall be compensated at double time (2.0) for time worked in excess of sixteen (16) consecutive hours, without regard for when the unit member’s shift began.

#### **7.1.4 Overtime and CTO**

- (a) All regular full-time unit members shall be paid overtime or accumulate compensatory time off as identified in Sections 7.1 and 7.5.
- (b) All regular part-time unit members shall be paid (or accumulate CTO) at a straight time rate for all hours up to full-time. Thereafter, regular part-time employees shall be paid overtime or accumulate CTO as identified in Sections 7.1 and 7.5. Maximum CTO accumulation (see 7.5.2) shall also be pro-rated.

#### **7.1.5 Eligibility**

- (a) Unit members in the following classifications are eligible for overtime:

|                            |   |
|----------------------------|---|
| Community Services Officer | Police Dispatcher                               |
| Evidence Technician        | Police Records Specialist/Call Taker            |
| Dispatch Supervisor        | Police Records Specialist/Call Taker Supervisor |
| Senior Dispatcher          |   |

- (b) Overtime worked on a holiday shall be compensated at double time (2.0) – regular pay times two.

#### **7.2 Standby**

When, after the unit member's regular work period, he/she is required by written order of the Department Head to leave work where he/she may be contacted to return to work if needed within a reasonable period of time, the unit member 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 work 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.

#### **7.3 Callback**

Any unit member who has departed from his/her work location and is required by the City to return to the workplace is guaranteed a minimum of two (2) hours compensation, unless callback immediately precedes his/her assigned shift.

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

## **7.4 Court Time**

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 as set forth below:

- (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 at a time that is not contiguous with his/her shift (see, however, 7.4.1(b)). 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.
- (c) Court time shall not be paid if the case is dismissed due to the late arrival in court by the unit member.

## **7.5 Compensatory Time Off (CTO)**

### **7.5.1 Eligibility**

Only unit members eligible for overtime may accumulate CTO.

### **7.5.2 Eighty (80) Hour Cap**

A unit member may accumulate up to eighty (80) hours CTO which may be carried beyond the established work period.

### **7.5.3 Scheduling and Use**

- (a) CTO will be earned at time and one-half (½) and taken at straight time. Compensatory Time CTO may be taken in minimum increments of one-half (½) hour.
- (b) CTO must be scheduled in advance.
- (c) All CTO use requires supervisory approval.
  - 1. Requests to use CTO shall be made in writing to the unit member's immediate supervisor.
  - 2. The request shall be returned by the supervisor to the unit member marked either "approved" or "denied" as soon as reasonably possible which shall not be later than seven (7) work days after the request was submitted.

3. Except as necessary to maintain operational readiness, once the request to use CTO has been approved, the unit member shall be allowed the time off.

## **7.6 Distribution of Scheduled Overtime**

The opportunity for scheduled overtime shall be equitably distributed by management among the qualified members of the work unit. The City will continue the existing practice for emergency overtime.

## **7.7 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 including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the unit member.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime.

Overtime shall be compensated to the nearest one-quarter (1/4) hour.

## **8. SHIFT DIFFERENTIALS**

### **8.1 Shift Differentials**

#### **8.1.1 5:00 P.M. to 12:00 Midnight**

For all hours worked on a regularly assigned work shift in which at least one (1) hour falls between 5:00 p.m. and 12:00 midnight, the rate of three percent (3%) shall be added to the regular base rate of pay for all hours worked within that 5:00 p.m. to 12:00 midnight time period.

#### **8.1.2 12:00 Midnight to 6:00 A.M.**

For all hours worked on a regularly assigned work shift in which at least one (1) hour falls between 12:00 midnight and 6:00 a.m., the rate of five percent (5%) shall be added to the regular base rate of pay for all hours worked within that 12:00 midnight to 6:00 a.m. time period.

#### **8.1.3 Weekend Shift 12:01 A.M. Saturday to 12:00 Midnight Sunday**

For all hours worked on a regularly assigned work shift in which at least one (1) hour falls between 12:01 a.m. Saturday and 12:00 midnight Sunday, the rate of five percent (5%) shall be added to the regular base rate of pay for all hours worked within that 12:01 a.m. Saturday to 12:00 midnight Sunday time period.

#### **8.1.4 Regularly Assigned Shift**

Regularly assigned shift means that when a unit member is assigned to work a shift, his/her supervisor has every expectation that the shift will continue for an extended period of time.

#### **8.1.5 Flex Time**

Unit members who request to flex their time for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

#### **8.1.6 Temporarily Reassigned Shift**

Unit members shall retain their differential pay for the originally assigned shift when temporarily reassigned for a period of less than forty (40) hours.

Shift reassignment of forty (40) hours or more will not be considered temporary and shall constitute an adjustment for shift differential for the period of reassignment.

### **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 one percent (1.0%) of base salary for possession of a current Intermediate Dispatcher Certificate.

9.1.2 P.O.S.T. Certificate payments will be made to each member at a rate of two and a half percent (2.5%) of base salary for possession of a current Advanced Dispatcher Certificate.

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 Allowance**

9.2.1 Each unit member in the classification of Community Services Officer shall receive a uniform allowance to be paid as follows:

- Five Hundred Dollars (\$500) at the time of hire; and
- Sixty Dollars (\$60) monthly beginning on the 13<sup>th</sup> month. This sum shall be paid quarterly in the second month of the quarter.

9.2.2 Each unit member in the classification of Evidence Technician, and in the Records Specialist class series, shall receive:

- Three Hundred Dollars (\$300) at the time of hire; and
- Twenty-Five Dollars (\$25.00) monthly beginning on the 13<sup>th</sup> month. This sum shall be paid quarterly in the second month of the quarter.

9.2.3 Unit members who terminate their services, or who are released employment, are required to return any articles of clothing that display lettering, insignia or other information that might cause an observer to conclude that the former unit member remains a City employee.

9.2.4 If a unit member 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.

9.2.5 A unit member who is receiving a uniform allowance shall report for duty on each work day in the Department specified uniform.

## **9.3 Pay For Serving As A Trainer**

9.3.1 A unit member shall receive five percent (5%) when designated by the City to serve as a trainer for another unit member. The extra pay shall be five percent (5%) of his/her base salary for the duration of the training assignment. Department management will identify in writing the trainer and the trainee.

9.3.2 If, during the training period, it becomes necessary for another unit member to fill in for the designated trainer on a limited basis, the alternate trainer shall code his or her time sheet accordingly and shall be entitled to receive an additional five percent (5%) pay for the actual hours providing

training. In such case, the unit member originally assigned to serve as the trainer shall not also receive the additional five percent (5%).

#### **9.4 Meal Reimbursement**

##### **9.4.1 Night Meetings**

Unit members scheduled to work night meetings will be reimbursed Twelve Dollars (\$12) for a meal in accordance with Administrative Policy 6.1, Conference/Meeting/Training Attendance.

#### **9.5 Educational Incentive**

Unit members shall be entitled to receive tuition reimbursement and educational incentive payments as follows:

9.5.1 Tuition reimbursement may be made up to One Hundred Fifty Dollars (\$150) per fiscal year in accordance with established City Policy.

9.5.2 Educational incentive payments may be made in the amount of Twenty Dollars (\$20) per month for level one reimbursement and Forty Dollars (\$40) per month for level two reimbursement.

#### **9.6 Bilingual Compensation**

9.6.1 The City may designate one or more unit members, who have demonstrated language fluency to the City's satisfaction, to provide bilingual translation services.

9.6.2 Any unit member so designated shall receive an additional five percent (5%) compensation, to be paid each pay period.

#### **9.7 Work Out of Class**

9.7.1 A unit member who is assigned to work in either a higher classification or in a classification requiring skills not required in the unit member's regularly assigned classification shall receive out-of-class pay. This does not apply to volunteer sign-ups for overtime.

9.7.2 Pay shall be the higher of either the entrance step of the range of the higher classification or five percent (5%) more than their current hourly rate.

9.7.3 Work out-of-class shall not be granted as part of a training program. All work out-of-class shall be approved by the City Manager and shall be recorded and compensated in fifteen (15) minute increments.

## **10. HOLIDAYS**

### **10.1 Holiday Listing**

Unit members covered by this MOU shall receive thirteen (13) paid holidays per year:

New Year's Day – January 1  
Martin Luther King Day – Third Monday in January  
Presidents' Day – Third Monday in February  
Memorial Day – Last Monday in May  
Independence Day – July 4  
Labor Day – First Monday in September  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve – December 24  
Christmas Day – December 25  
New Year's Eve – December 31

Two (2) floating holidays

### **10.2 General Provisions**

10.2.1 All full time unit members shall receive credit for thirteen (13) paid holidays regardless of their assigned work week.

10.2.2 When a unit member eligible for overtime is required to work on a holiday or when the holiday falls on a unit member's regular day off, he/she shall receive straight time payment for that day.

10.2.3 Unit members not in a pay status on their scheduled work day preceding and succeeding a holiday shall not receive credit for that holiday.

### **10.3 Floating Holidays**

#### **10.3.1 Scheduling and Use**

- (a) The floating holidays may be taken at any time during the fiscal year with the prior approval of the unit member's Department Head.
- (b) All floating holiday use requires supervisory approval.

1. Requests to schedule and use floating holiday time off shall be made in writing to the unit member's immediate supervisor.
2. The request shall be returned by the supervisor to the unit member marked either "approved" or "denied" as soon as reasonably possible which shall not be later than seven (7) work days after the request was submitted.
3. Except as necessary to maintain operational readiness, once the request to use floating holiday time off has been approved, the unit member shall be allowed the time off.

### **10.3.2 Accrual**

Floating holiday is earned at the rate of one (1) day for six (6) months or less of service in the fiscal year or two (2) days for more than six (6) months or less of service in the fiscal year or two (2) days for more than six (6) months service.

### **10.3.3 No Carry Over**

The floating holidays may not be accumulated and carried forward to the next fiscal year.

## **10.4 Pay for Holidays**

10.4.1 During the first week of December of each contract year, each unit member shall be paid for the eleven (11) non-floating holidays authorized during the preceding twelve (12) month period.

10.4.2 Payment will be made at the unit member's regular rate of pay at the time payment is made.

10.4.3 Payment shall be based on the schedule the unit member worked when the holiday occurred.

- (a) For example, unit members shall be paid ten (10) hours for each holiday that occurred during the period the unit member worked the 4/10 schedule and 12.5 hours for each holiday that occurred during the period the unit member worked the 3/12.5 schedule.
- (b) The number of hours to be paid shall be reflected on the unit member's pay stub in the month it is earned. The parties acknowledge, however, that payment shall be made as set forth in 10.4.1.

## 11. VACATION

### 11.1 Vacation Accrual

Unit members covered under this Agreement shall earn vacation in accordance with the following vacation accrual schedule:

| SERVICE          | ACCRUAL RATES  |                      |
|------------------|----------------|----------------------|
|                  | Hours Per Year | Hours Per Pay Period |
| First Year       | 80             | 3.08                 |
| Second Year      | 88             | 3.38                 |
| Third Year       | 96             | 3.69                 |
| Fourth Year      | 104            | 4.00                 |
| Fifth Year       | 112            | 4.31                 |
| Sixth Year       | 120            | 4.62                 |
| Seventh Year     | 128            | 4.92                 |
| Eighth Year      | 136            | 5.23                 |
| Ninth Year       | 144            | 5.54                 |
| Tenth Year       | 152            | 5.85                 |
| Twelfth Year     | 160            | 6.15                 |
| Fifteenth Year   | 168            | 6.46                 |
| Seventeenth Year | 176            | 6.77                 |
| Twentieth Year   | 184            | 7.08                 |

### 11.2 General Provisions

#### 11.2.1 Vacation Credit

A unit member is eligible to accrue vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned, odd fractions rounded to the nearest tenth. Earned vacation is credited to the unit member at the end of each qualifying pay period. A qualifying pay period is one in which the unit member was in full-paid status for not less than fifty percent (50%) of the working days in that pay period.

#### 11.2.2 Vacation Usage

- (a) Unit members may take vacation at times approved by the City.

- (b) Vacation time shall not be taken until earned and shall be subject to all other provisions of this Agreement. Vacation may be scheduled and used in a minimum of one half (1/2) hour increments.

### **11.2.3 Vacation Schedule**

In the scheduling of unit member vacations, the City will give first consideration to unit member choice. In the event of a conflict or a dispute among unit members, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

### **11.2.4 Vacation Deferral**

- (a) It is the policy of the City that unit members take, each year, the hours of vacation that they have accrued in the prior year;
- (b) However, with the prior written approval of the City Manager (or designee), a unit member may take less than the required vacation in one year and carry the balance of his/her earned time over to the next year.
  - The maximum vacation that may be deferred is two hundred seventy (270) hours unless, due to special circumstances, the City Manager has authorized a larger carry-over coupled with a plan to reduce the excess.
  - Except as noted above, should a unit member exceed the two hundred seventy (270) hours, he/she shall cease to accrue vacation until they are below the maximum carry-over hours.

### **11.2.5 Vacation Redemption**

Once a year, on his/her anniversary date, a unit member may receive compensation from the City for up to forty (40) hours of accrued and unused vacation. To receive compensation, the unit member shall comply with the following requirements:

- (a) he/she must have used, in the twelve (12) months immediately preceding his/her anniversary date, not less than eighty (80) vacation hours (of these eighty (80) hours, at least forty (40) must have been scheduled and used consecutively);
- (b) he/she must have made an irrevocable, written notification to the

City (by December 15<sup>th</sup> of the calendar year preceding the year in which she/he intends to complete the vacation redemption) of the number of vacation hours to be redeemed;

- (c) his/her accrued vacation hours shall be reduced by the number of hours for which he/she is compensated.

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

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

#### **11.2.7 Probationary Unit Members**

The City will permit probationary unit members who have received two (2) "competent" and/or "outstanding" performance evaluations for the first six (6) months of their probation, to take a maximum of five (5) days vacation during the remaining six (6) months. The timing of the use of the five (5) days will be subject to organizational needs. A full twelve (12) month probationary period will remain in effect by extending the anniversary period the same number of days taken for vacation.

#### **11.2.8 Effect of Termination on Vacation**

Upon termination of a unit member's service with the City, he/she shall be paid a lump sum for all accrued and unused vacation hours.

### **11.3 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 Accrual**

- (a) Each unit member shall be entitled to ten (10) hours of sick leave with pay for each qualifying month of service.

- (b) Sick leave is credited to the unit member at the rate of five (5) hours at the end of each qualifying pay period. A qualifying pay period is one in which the unit member was in full-paid status for not less than fifty percent (50%) of the working days in that pay period. Sick Leave is credited at the end of twenty-four (24) of the twenty-six (26) pay periods.

### **12.1.2 Usage**

- (a) Unit Member's Illness/Injury

Sick leave with pay, up to the total number of accumulated sick days, shall be granted by the City in case of bona fide illness or injury of the unit member.

- (b) Illness of Family Member

Up to one-half ( $\frac{1}{2}$ ) of the unit member's current year's accrual of sick leave may be used in the case of illness or injury to a member of the unit member's immediate family. Such usage shall be subject to verification at the City's request.

### **12.1.3 Over 3-Day Absence**

- (a) For absences of more than three (3) work days, the City may require a unit member to present a statement from a Health Care Professional that:

- verifies the unit member has been treated for a personal illness or injury; and/or
- provides a medical authorization to return to work.

- (b) For purposes of this section (12.1.3) the term "Health Care Professional" includes:

- a California licensed medical doctor;
- a nurse practitioner; or
- a Physician's Assistant.

### **12.1.4 Conversion of Sick Leave to Personal Necessity Leave**

- (a) A unit member may convert one (1) day of sick leave to personal necessity leave provided that the unit member has a bank of at least forty (40) hours sick leave remaining after the conversion. Such leave shall be treated in the same manner as vacation leave for the

purposes of reporting and scheduling, but shall have no cash value and may not accrue beyond the fiscal year.

- (b) Personal necessity leave shall be used for business of a serious nature which cannot reasonably be dealt with outside of normal working hours.

## **12.2 Catastrophic Sick Leave Transfer**

Subject to the following conditions, a unit members may transfer earned sick leave to an employees in any City-recognized bargaining units participating in this program.

### **12.2.1 Transfers to Employees**

- (a) To receive a transfer of sick leave, a unit member must be experiencing illness or injury. A catastrophic illness or injury shall be a serious medical condition of the employee as defined in the Family Medical Leave Act.
- (b) The transferee shall have already utilized, or shall expect to utilize, all but forty (40) hours of his/her paid leave (accrued sick leave, vacation, floating holiday and CTO) at the time of receipt of the transfer.

### **12.2.2 Transfers From Employees**

- (a) The transferor may not reduce his or her accrued sick leave to less than forty (40.0) hours after the transfer.
- (b) The maximum transfer from any single unit member to another employee shall not be greater than eighty (80) hours.
- (c) No unit member may transfer accrued Sick Leave pursuant to this section (12.2) if he/she is retiring or resigning from employment.
- (d) All transfers shall be approved by the Assistant City Manager.

### **12.2.3 General Provisions**

All transfers shall be anonymous to the transferee.

## **12.3 Funeral Attendance Leave**

- 12.3.1 Leave with pay up to five (5) working days per year (total) shall be granted by the City in case of the death of a mother, father, mother-

in-law, father-in-law, spouse, sister, brother, son, daughter, son-in-law, daughter-in-law or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse. This leave shall be utilized to attend the funeral or to make arrangements for the funeral.

12.3.2 For the purpose of this benefit, “domestic partner” shall mean an eligible unit member and one (1) other person sharing a committed relationship. A committed relationship shall be demonstrated if it meets all the following criteria:

- (a) Both individuals living together;
- (b) The individuals are financially interdependent;
- (c) There is joint responsibility for each other’s welfare;
- (d) The individuals must consider each other life partners.

12.3.3 Funeral leave will be utilized only with prior approval of the City Manager. Funeral leave shall not be charged against any leave.

## **12.4 Pregnancy Disability Leave**

### **12.4.1 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.

### **12.4.2 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.

### **12.4.3 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.

### **12.4.4 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.

### **12.4.5 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.

### **12.4.6 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.

### **12.4.7 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.

#### **12.4.8 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.

#### **12.4.9 Reinstatement**

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

#### **12.5 Parental Leave**

See section 14.3 FMLA/CFRA.

#### **12.6 Exceptions**

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

#### **12.7 Exhaustion of Sick Leave**

When a unit member is on sick leave status and such sick leave time due the unit member 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 a unit member to lose vacation which could not be carried forward.

#### **12.8 Sick Leave – Conversion at Time of Retirement**

Accumulated sick leave will be credited to unit member'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.

#### **12.9 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**

#### **13.1 First Five Days**

In cases where Worker's Compensation is not immediately payable, the City will provide full pay, without charges against sick leave, during the first (5) days off work and any portion thereof, following an industrial accident.

13.1.1 This payment will be provided if the City determines that:

- (a) The accident is, in fact, work related.
- (b) Time off work is necessary as determined by City's physician.
- (c) The duration of the time off work is necessary as determined by City's medical examiner.

13.1.2 Any compensation insurance payments received by the unit member, except for payments received for permanent or partial disability not associated with current injury, shall be deposited in the City treasury for this five (5) day period.

### **13.2 After First Five Days**

After the first five (5) days, or if not in conformance with the above criteria, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which, when added to Worker's Compensation benefits, provides compensation benefits equal to eighty-six percent (86%) of the unit member's wage or salary.

### **13.3 Choice of Physician**

The unit member has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the unit member be injured. If the unit member does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the unit member from seeking emergency treatment from a physician of the unit member's choice, or from being evaluated by a doctor of the unit member's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at unit member's expense. If the unit member is still in need of medical care thirty (30) days after the work-related and reported injury, the unit member has the right to be treated by a doctor of his/her choice.

### **13.4 Length of Leave**

Industrial accident leave shall begin on the first day of such absence and shall continue for the length of the approved medical leave. When a unit member is on industrial accident leave status and such industrial accident leave time due the unit member 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 a unit member to lose vacation which could not be carried forward.

### **13.5 Continuation of Medical Benefits**

The City will continue its contribution for medical benefits for a period of up to eight (8) weeks per event for unit members on leave without pay status as the result of on-the-job injuries or illness.

## **14. SPECIAL LEAVE**

### **14.1 Trial and Inquest Jury Leave**

14.1.1 A unit member shall be granted leave of absence with full pay for service on a trial or inquest jury.

14.1.2 This paid leave will not apply if jury service falls on a day which is not a regularly scheduled work day (including the 9/80 day off).

14.1.3 Any compensation received by the unit member, except mileage reimbursement, for jury service on a work day shall be remitted by the unit member to the City.

### **14.2 Leave of Absence Without Pay**

Leave of absence without pay is intended to serve the purpose of covering unforeseen or special events and where other leave balances are not available. Approval by the Personnel Director for periods not exceeding a total of five (5) days is required. Approval of leave in excess of a total of five (5) days and up to three (3) months by the City Manager is required. Leaves in excess of three (3) months and up to one (1) year require City Council approval. During such leave of absence, benefits will not be paid unless the unit member elects to reimburse the City for cost; sick leave, vacation or holiday benefits will not be accrued or paid. All leave of absence without pay must be approved in writing.

### **14.3 Family Care and Medical Leave**

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.

## 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)
  - State Disability 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

## **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 shall 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 two or more" 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, 2010 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 the terms of section 15.3.3 shall apply.

- 15.3.3 All other employees who enroll in a health care 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. Such employees who do not enroll in a health plan through the City, and submit proof of enrollment as a covered dependent under another employer's group health plan, shall be limited to a health care 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 status 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 require the employee to 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 conduct random checks of dependent status.

#### **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.

## **16. RETIREMENT**

### **16.1 California Public Employees' Retirement System (PERS) Plan**

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

Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato before September 25, 2011 are eligible for a 2% @ 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 into the City of Novato on/after September 25, 2011 are eligible for a 2% @ 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 into the City on/after January 1, 2013 are eligible for the 2% @ 62 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.

## **16.2 Employee Contributions**

### **16.2.1 Employee PERS Contributions**

Tier One and Two – Classic Member Employee Contributions:  
Classic Members shall contribute seven percent (7%) of salary to the PERS retirement plan.

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.

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 August 4, 2019, employees shall contribute 2.5% towards the employer share of PERS contributions. The total contribution for Tier One and Two Classic Members shall be eight percent (9.5%).

### **16.2.3 Retirement Benefit Account**

The City agrees to withhold Fifty Dollars (\$50) per month from unit members' pay for purposes of funding a voluntary employee benefit account for post retirement medical expenses. Beginning May 1, 2001, unit members may increase the amount withheld by an additional Twenty-Five (\$25) per month.

## **17. CAREER LADDERS**

During the term of this MOU, at the request of either party, the parties will meet to examine bargaining unit classifications as well as the relationship between classifications

within a series and within job families. Through this process, the City and the Unit can assess opportunities for creating career ladders for purposes of establishing potential career paths for members of the Unit.

## **18. WORKING CONDITIONS**

### **18.1 Safe Working Conditions**

The City shall provide safe working conditions for all unit members as required by law.

### **18.2 Work Site Safety Practices**

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

### **18.3 Reporting Unsafe Conditions**

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

### **18.4 Investigations**

The City will investigate reports of unsafe working conditions and take appropriate action to correct conditions found to be unsafe or unhealthy.

### **18.5 Video Display Terminals**

The City agrees to provide notice to recognized employee organization and an opportunity for the organization to provide input on safety standards for Video Display Terminals (VDTs).

### **18.6 Safety Equipment**

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

### **18.7 Smoking**

The City has adopted a No Smoking Ordinance, as detailed in Ordinance 1179. Employees may only smoke during their designated break periods and in compliance with this and all other polices and laws.

## **18.8 Probationary Period**

The probationary period of newly hired or promoted employees within the bargaining unit shall be twelve (12) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired unit member may be extended for up to eighteen (18) months from date of hire, if circumstances warrant, by giving notice to the unit member fifteen (15) calendar days before the scheduled completion date of the normal probationary period. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

## **18.9 Layoff Procedure**

The City will use Rule 12 of the Personnel Rules and Regulations Resolution as a layoff procedure when any such layoff only affects members of Unit H.

## **18.10 Parking**

18.10.1 The City shall designate two (2) parking spaces for use by unit members who work shift hours between 1800 hours and 0600 hours to park their personal vehicles.

18.10.2 Unit members may request an escort to their vehicle between midnight and 0600 hours. Upon such request, the Police Department shall assign an officer to escort the member as soon as practicable.

## **18.11 Per Diem Workers and Volunteers**

The City and the Unit recognize the value of the services that full-time, professionally trained members of the Unit provide to the City.

### **18.11.1 Per Diem**

The use of per diem workers will occur only under temporary circumstances.

### **18.11.2 Volunteers**

Volunteers will be used to support the activities of Unit members.

## **18.12 Investigative Procedures and Safeguards**

When a unit member is directed to appear at an investigative interview that could reasonably lead to punitive action, the interview shall be conducted under the following conditions:

- 18.12.1 The investigative interview shall be conducted at a reasonable hour unless the seriousness of the investigation requires otherwise;
- 18.12.2 If the investigative interview occurs during off-duty time, the unit member shall be compensated for any time attending the investigatory interview.
- 18.12.3 The unit member shall be informed of the nature of the investigation prior to the commencement of the interview.
- 18.12.4 The investigative interview shall be for a reasonable period of time, taking into consideration the gravity and complexity of the issue being investigated.
- 18.12.5 The investigative interview may be recorded. If a tape recording is made of the investigative interview, the unit member shall have access to the tape.

## **19 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.

## **20. CONCERTED ACTIVITIES**

### **20.1 Definition Strike/Work Stoppage**

As used in this section, “strike or work stoppage” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

## **20.2 No Strike Clause**

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union or its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

## **20.3 Strike Sanctions**

If a recognized employee organization, its representatives or members engage in, cause, instigate, encourage or condone a strike or a work stoppage of any kind, in addition to any other lawful remedies or disciplinary actions, the Municipal Employee Relations Officer may suspend or revoke the recognition granted to such employee organization, may suspend or cancel any or all payroll deductions payable to such organization, and prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations by such organizations.

## **20.4 Lockout**

The City agrees not to engage in any lockout.

## **20.5 Court Enforcement**

The Union and City agree that the provisions in this Article are enforceable in a court of law.

## **21. GRIEVANCE**

21.1 Except as provided in 21.2 below, all disputes arising under this MOU shall be resolved in accordance with the City's adopted grievance procedures, which are set forth in Resolution 25-99.

21.2 As an alternative to the Procedures set forth in Resolution 25-99, the Union may submit to arbitration any grievance that alleges a violation, misinterpretation or misapplication of a specific term of this MOU.

21.2.1 If this election is made, the arbitrator shall render a decision (which shall include findings of fact and conclusions of law) that is binding.

21.2.2 If the City and the Union are unable to agree on an arbitrator, the parties shall request that the State Mediation and Conciliation Service (SMCS) provide a list of five (5) qualified arbitrators.

- (a) Each party shall alternately strike a name from the proved list until only one name remains who shall be the arbitrator used by the parties.
- (b) The party to first strike a name from the list shall be decided by the toss of a coin.

21.2.3 Each party (the City and the Union) is responsible for one half (1/2) the costs of the arbitration (i.e. the cost of: the arbitrator; a court reporter; and the preparation of a transcript of the proceedings). Each party is responsible for their own transportation costs.

## **22. DISCIPLINARY ACTION**

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted disciplinary procedures, as set forth in Resolution 14-99.

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

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each 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 Agreement, notwithstanding, any other provisions of laws to the contrary, or as provided for in this Agreement.

## **24. 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.

## **25. TERM**

### **25.1 Initial Term**

This Agreement shall be in effect from ratification by both parties through and including June 30, 2021.

**25.2 Extensions**

This Agreement shall continue in effect thereafter from year to year unless either party gives notice by March 1 of the last year of this Agreement of its intent to terminate or modify this Agreement.

**24. MOU DISTRIBUTION**

The City agrees to provide the Union with the MOU in electronic format. From this file, the Union will be responsible for distributing sufficient copies to all employees, whether dues paying or not, in its membership.

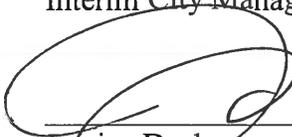
NOVATO POLICE CIVILIAN  
EMPLOYEES ASSOCIATION

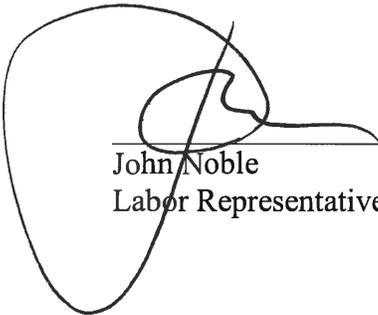
CITY OF NOVATO

  
\_\_\_\_\_  
Mary Salazar

  
\_\_\_\_\_  
Adam McGill  
Interim City Manager

  
\_\_\_\_\_  
Elizabeth Greiner

  
\_\_\_\_\_  
Jessica Deakyne  
Assistant City Manager

  
\_\_\_\_\_  
John Noble  
Labor Representative

**APPENDIX A**

**REPRESENTED CLASSES**

**Unit H**

Dispatcher

Dispatch Supervisor

Senior Dispatcher

Police Records Specialist

Police Records Specialist Supervisor

Evidence Technician

Community Service Officer

**APPENDIX B**  
**SURVEY CITIES**

Fairfield

Marin County

Mill Valley

Napa

Petaluma

Rohnert Park

San Rafael

Santa Rosa

Sausalito

Sonoma County