

MEMORANDUM OF UNDERSTANDING

**City of Novato
and
Novato Police Manager's Association
(Unit A)**

**Term of Agreement
July 1, 2023 - June 30, 2025**

922 Machin Avenue
Novato, CA 94945

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MEMORANDUM OF UNDERSTANDING

1. RECOGNITION

The terms and conditions set forth in this Memorandum of Understanding (MOU) shall apply to employees in Representation Unit A, “Managerial/Sworn Employees,” as represented by the Novato Police Managers’ Association (hereinafter “Association”, “Unit” or “NPMA”). NPMA has been certified as the recognized employee organization. The Association represents the classifications of Police Captain, Police Lieutenant, and Police Sergeant.

2. UNION SECURITY

2.1 Authorization for Payroll Deductions

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

- 2.1.5** If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the City's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
- 2.1.6** Except as otherwise provided, each pay period, the City shall remit Contributions to the Union. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; identification number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
- 2.1.7** Except as otherwise provided, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
- 2.1.8** With the exception of subsection 2.1.5 above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

2.2 Indemnification

The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section. The Union

shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union; (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section brought by the Union against the City.

3. NON-DISCRIMINATION

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

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

4. COMPENSATION

4.1 Compensation Surveys

The parties share an interest in the fair compensation of employees for work performed. As a point of comparison, the following cities are appropriate for use as survey cities: Central Marin Police Authority, Fairfield, Marin County, Mill Valley, Napa, Petaluma, San Rafael, Santa Rosa, Sausalito, and Sonoma County.

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

4.2 Salary

Each unit member shall be paid based upon their placement on the salary schedule.

4.2.1 Salary Adjustment

Effective the first full pay period in July 2023, a base wage increase of three and one-half percent (3.5 %) shall be made to the salary schedule.

Effective the first full pay period in July 2024, a base wage increase of three and one-half percent (3.5 %) shall be made to the salary schedule

4.3 Effect of Promotion on Salary Calculation

The salary of a unit member who is promoted to any classification within Unit A will be determined in accordance with the City's administrative policy concerning salary calculations for promotions. In no event shall a unit member advance to any step in the salary range, including the longevity steps, regardless of length of service, in a manner that is inconsistent with this policy.

4.4 Hourly Rates

Hourly rates shall be calculated by dividing a full-time unit member's annual salary by 2080.

4.5 Overtime Rate of Pay

Items included in determining the unit member's regular rate of pay, for purposes of calculating contract overtime, shall include:

- the pay rate as established in the salary schedule of the unit member's classification;
- fringe benefit contribution;
- educational incentive pay;
- bilingual pay pursuant to section 9.4,
- certificate pay,
- longevity pay,
- special assignment pay; and
- shift differential.

Overtime under the Fair Labor Standards Act ("FLSA") shall be calculated using the FLSA regular rate of pay. The FLSA regular rate of pay will be calculated in accordance with the FLSA and its implementing regulations.

5. HOURS OF WORK

5.1 Regular Work Day

5.1.1 Patrol Bureau

During the ten (10) hour or twelve and one-half (12.5) hour workday of the Patrol Bureau, a period of time not to exceed thirty (30) 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. In the event that the staffing levels fall to a point where a ten (10) hour or a twelve and one-half (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 above, until staffing returns to the appropriate level.

5.1.2 Other Sworn Personnel

All other sworn unit members will have a regular working day of ten (10) hours. A period of time not to exceed thirty (30) minutes may be available for mealtime. This mealtime is part of the regular workday and will be at the discretion of the Novato Police Department.

5.2 Regular Work Period

A regular FLSA work period shall be one hundred seventy-one (171) hours to be worked within a twenty-eight (28) day period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday.

5.3 Standard Hours and Days of Work

5.3.1 Work Week/Other Sworn Personnel

- (a) The work week shall consist of forty (40) hours between 12:01 a.m. on Sunday and 12:00 midnight on the following Saturday. This provision is to provide flexibility in staffing hours to meet the operational needs of this department.
- (b) Nonstandard hours and days of work for unit members shall be as established in writing by the City Manager.

5.3.2 Work Schedule /Patrol Bureau

- (a) The standard schedule of those unit members regularly assigned to the Patrol Bureau shall consist of four (4) consecutive days during which the unit member works ten (10) hours each day or three (3) consecutive days during which the unit member works twelve and one-half (12.5)

hours each day plus one additional day often (10) hours during a four (4) week period.

- (b) In the event that staffing level falls to a point where a four (4) day ten (10) hour work week (4-10 schedule) or three (3) day twelve and one-half (12.5) hour work week is no longer feasible, the City reserves the right to return to a five (5) day eight (8) hour work week (5-8 schedule), as set forth in Section 3.1.1 above, until staffing returns to the appropriate level.

5.4 Shift Change

Regular shift assignment changes for individuals and emergency assignments are not subject to the provisions of meeting and conferring. City shall provide a minimum often (10) working days' notice to unit members prior to changing their regular shift assignment. The unit member may waive the ten (10) day notice. Under normal conditions, shift changes shall occur at 12:01 a.m. on the appropriate Sunday within the shift cycle.

5.5 Hours of Work

Daily hours of work for Captains and Lieutenants shall be assigned by the Chief of Police, as required to meet operational requirements of the department.

5.6 Time Between Shifts

City shall schedule unit members covered under these terms and conditions in such a way as to assure a minimum of ten(10) hours between assigned shifts, except under emergency conditions. A unit member may waive the ten-hour requirement.

6. OVERTIME

6.1 Overtime Eligibility

Unit members covered by these terms and conditions are allocated to the following groups:

Group I: FLSA Non-Exempt Employees

Non-exempt unit members (Sergeants) shall be compensated for overtime at one and one-half (1.5) times their regular hourly rate of pay for all hours worked outside a regularly assigned shift. The City will count vacation time, compensatory time-off and sick time as hours worked for purposes of calculating contract overtime.

Group II: FLSA Exempt Employees

All FLSA exempt employees have managerial or professional status and all work assignments are of a professional nature. Accordingly, these employees are accountable for results rather than time worked.

POLICE CAPTAIN

POLICE LIEUTENANT

6.2 Standby

When a Sergeant is required by written order of the department head to leave notice of where they may be contacted outside of their regularly scheduled shift to return to work if needed within a reasonable period of time. The Sergeant shall receive one (1) hour's pay at the overtime rate for each eight (8) hour period or portion thereof they are required to remain on standby outside of the employee's regular work schedule and is not called back to work.

Standby premium pay is not included as hours worked in regular rate of pay.

6.3 Callback

6.3.1 Any Sergeant who has departed from their work location and is called back:

- (a) is guaranteed a minimum of two (2) hours compensation;
- (b) unless the callback immediately preceded their shift.

6.3.2 Sergeants who do not receive 24-hour notice of cancellation of department-scheduled nonemergency callback will receive callback pay. This includes canceled court appearances, provided that the court appearance would have fallen on the unit member's day off and notice was not received prior to end of unit member's last work day.

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

6.4 Responding to Telephone Calls

For employees other than Sergeants, if an employee receives a telephone call related to an investigation, police report, or personnel matter, the employee will be expected to answer the call given their exempt status in the organization.

If a Sergeant receives a telephone call related to an investigation, police report, or personnel matter, the employee will be compensated for the length of the call with a minimum compensation of 15 minutes.

6.5 Court Time

6.5.1 If a unit member is subpoenaed or directed to appear in court as a result of their 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 on a non-work day. 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.

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

6.6 Compensatory Time

6.6.1 A unit member who is eligible for overtime under this MOU may elect to receive Compensatory Time Off (CTO) in lieu of payment for overtime worked. CTO will be used at a time approved or directed by the City.

6.6.2 CTO is time not worked.

6.6.3 A unit member may accumulate up to eighty (80) hours of compensatory time.

6.6.4 This section will be administered under the requirements of the FLSA.

6.7 Lieutenant and Captain Special Assignment Pay

Police Lieutenants and Captains are eligible for special overtime assignments as uniformed field officers. Special Assignments Include:

- (a) Special assignments where the City is reimbursed for uniformed services by an entity entering an agreement with the City to provide such services and employees in the classification of Police Lieutenant and/or Police Captain work a shift or shifts as during this assignment in excess of their regular schedule; or

- (b) Emergency situations where the City is reimbursed by the state or federal government for emergency services at a premium rate and employees in the classification of Police Lieutenant and/or Police Captain work a shift or shifts as an emergency service worker in excess of their regular schedule.

Special assignments would not include any time related to the performance of regular Police Lieutenant and/or Police Captain duties and activities.

6.8 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 immediate supervisor must be secured and communicated to the unit member.

Overtime shall be compensated to the nearest half ($\frac{1}{2}$) hour. This shall apply to accumulation of all overtime during a work week.

7. SHIFT DIFFERENTIALS

7.1 12:00 Midnight - 8:00 a.m. Differential

Effective the first full pay period upon ratification of this agreement, shift differential in the amount of One Hundred Twenty-Five Dollars (\$125) per pay period will be paid to unit members regularly assigned to work what is commonly referred to as a “graveyard shift” (in which four or more hours fall between 12:00 A.M. (midnight) and 8:00 A.M.).

7.2 12:00 Midnight - 8:00 a.m. Employee Option

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

7.3 Regularly Assigned Shift

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

8. WORK IN HIGHER CLASSIFICATION

Employees working in a higher classification shall be governed by the City’s Personnel Rules and Regulations III., H under Acting Appointments. This provision shall not apply to unit members performing higher duties as a result of a written training program for higher classifications.

9. OTHER COMPENSATION AND BENEFITS

9.1 Educational Incentives

A unit member shall receive educational incentive pay for an eligible degree obtained from an accredited institution as set forth below:

AA/AS Degree 4%

BA/BS Degree 5%

MA/MS Degree 6%

(Criminal Justice, Public Administration, MBA or closely related field)

The percentages set forth above are not cumulative and employees will be eligible for highest educational designation achieved. Employees will receive compensation for the educational incentive upon employee providing proof to the Human Resources Department for confirmation of degree completion. Pay for degrees will not be retroactive if employee fails to inform the City of degree.

The percentages offered will be based on base pay only.

9.2 Uniform Allowance

9.2.1 New Employees

Newly employed unit members shall be paid the sum of Five Hundred Dollars (\$500) at the time of their initial appointment with the City to purchase uniforms as required by the Police Department in the manner prescribed by the City policy.

9.2.2 All Other Employees

Unit members shall be paid One Hundred and Sixty Dollars (\$160) per month commencing with the thirteenth (13th) month of employment. The employee will be issued the clothing allowance on a quarterly basis.

9.2.3 Uniforms

- (a) Uniform clothing to be purchased will be as required by City policy. Uniforms will be maintained in good condition by each unit member in accordance with established City policy.
- (b) City will pay Twenty Dollars (\$20) per month to defray the cost to dry clean uniforms.

9.3 Equipment/Vests

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

9.4 Bilingual Compensation

9.4.1 Unit members who have demonstrated language fluency in Spanish and, American Sign Language, to the City's satisfaction, shall receive a stipend of five percent (5%) of base pay. If member is multi-lingual, the compensation will remain capped at 5%. The City shall provide written notice to the Unit if it determines the number of positions eligible for this stipend will be limited based on the City's assessment of need to maintain operational effectiveness.

9.4.2 To receive bilingual pay, the unit member shall have demonstrated language fluency in the designated language to the City's satisfaction and must provide bilingual services within the scope of their position and as otherwise directed by the City. Payment shall be made each pay period that the unit member is assigned to the position and required to perform bilingual services.

9.4.3 Bilingual pay shall begin the first full pay period following demonstrated proficiency and shall not be retroactive.

9.5 Specialty Assignment Compensation

9.5.1 Amounts

The following positions shall be entitled to specialty assignment compensation:

- (a) Members assigned as Investigations Sergeant in the Investigations Bureau shall receive two and one-half percent (2.5%) of base pay as compensation for this assignment.
- (b) Members assigned as the Administrative Sergeant shall receive two and one-half percent (2.5%) of base pay as compensation for this assignment.
- (c) Members assigned as Professional Standards Sergeant shall receive two and one-half percent (2.5%) of base pay as compensation for this assignment.

- (d) Members assigned as Traffic Sergeant shall receive two and one-half percent (2.5%) of base pay as compensation for this assignment.

9.6 Longevity Pay

9.6.1 Longevity pay shall be awarded as follows:

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

9.6.2 Service

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

9.7 Employee Discount Program

Each Unit member and eligible family member shall receive a 20% discount on all youth and adult programs, services and facility rentals administered by the City of Novato Parks Recreation and Community Services Department. All employees, regardless of their residency status, will receive Novato Resident Rates in addition to this discount. Eligible family members are defined as immediate members of the employee's household.

10. HOLIDAYS

10.1 Holiday Allotment

10.1.1 Basic Allotment

The City shall provide unit members covered by these terms and conditions fourteen (14) paid holidays per year:

January 1, New Year's Day
Martin Luther King Day, third Monday in January
Presidents' Day, third Monday in February
Memorial Day, last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, first Monday in September
Veteran's Day, November 11
Thanksgiving Day
Friday after Thanksgiving
December 24, Christmas Eve
December 25, Christmas Day
December 31, New Year's Eve

Unit members will also receive one (1) floating holiday to use upon the approval of a supervisor.

10.2 Pay In-Lieu

All unit members will be paid on the first pay day in December of each contract year for all fourteen (14) authorized holidays during the preceding twelve-month period.

- 10.2.1** Unit members shall be paid for one hundred thirty (130) hours at the unit member's regular rate of pay at the time payment is made.
- 10.2.2** Unit members who worked less than the twelve (12) full previous months will be compensated as indicated above, for the number of authorized holidays that actually occurred during their actual employment. Unit members who separate from City service will receive holiday pay in-lieu only for holidays prior to separation.
- 10.2.3** Unit members not in a pay status, excluding disciplinary action, on a day preceding a holiday shall not receive the benefit of a paid holiday.

10.3 Exceptions to Pay In-Lieu

10.3.1 For unit members working a 4-10 schedule, if their regular work day falls on a holiday and the day is not worked, ten (10) hours will be deducted from compensation, vacation time accruals or administrative leave.

10.3.2 For unit members working a 3-12.5 schedule, if their regular work day falls on a holiday and the day is not worked, twelve and one-half (12.5) hours will be deducted from compensation, vacation time accruals or administrative leave.

11. VACATION

11.1 Vacation Entitlement

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

11.2 Vacation Accrual

A unit member shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned, odd fractions rounded to the nearest tenth. Unit members on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this MOU.

11.3 Vacation Accrual Limit

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

11.4 Vacation Redemption

During the month of December unit members may sell back to the City up to eighty (80) hours of accrued vacation to be paid the following May. To receive compensation, the unit member:

- (a) Must notify the City in writing (by December 31st of the calendar year preceding the year in which they intend to complete the vacation redemption) of the number of hours to be redeemed.
- (b) Payment for up to 40 hours will be included in the second payroll in May and any remaining hours up to 80 hours will be included in the second payroll in November.
- (c) The unit member's hours shall be reduced by the number of hours for which they are compensated.

11.5 Vacation Usage

11.5.1 Unit members in the classification of Sergeant may take vacation in one (1) hour increments.

11.5.2 The department will respond to single vacation time requests by unit members within 15 calendar days.

11.6 Status Report of Accrued Vacation Leave

Each unit member shall receive, on his or her paycheck stub, an official record of accrued vacation leave. Employees may verify their vacation balances on eSuite.

11.7 Effect of Termination

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

11.8 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. BEREAVEMENT LEAVE AND SICK LEAVE

12.1 General

12.1.1 Accrual

Each unit member covered by these terms and conditions shall be entitled to eight (8) hours of sick leave with pay for each month or major fraction

thereof served. When a unit member is on leave without pay, sick leave credit will not be accumulated.

12.1.2 Usage

Employee's usage will be governed by the City's Personnel Rules and Regulations VII, D Sick Leave.

12.1.3 Days Absence

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

12.2 Bereavement Leave

Employee's usage will be governed by the City's Personnel Rules and Regulations VII, G Bereavement Leave.

12.3 Family and Medical Leave

Family Medical Leave is available and shall be provided pursuant to City policy and consistent with the Family and Medical Leave Act ("FMLA") and CFRA. City policy with regard to FMLA and CFRA are set forth the City's Personnel Rules and Regulations VII, J Family and Medical Leave. If there are changes to that policy the union shall receive notice. If the changes to the policy are within the mandatory scope of bargaining, the union will have the opportunity to meet and confer.

12.4 Parental Leave

Parental Leave is available and shall be provided pursuant to City policy and consistent with the Family and Medical Leave Act ("FMLA") and CFRA. City policy with regard to FMLA and CFRA are set forth in policy 3.30. If there are changes to that policy the union shall receive notice. If the changes to the policy are within the mandatory scope of bargaining, the union will have the opportunity to meet and confer.

12.4.1 Paid Parental Leave

Effective July 1, 2023, or the first full pay period following City Council approval of this MOU, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events which occurred on or after ratification and approval of this MOU:

1. Birth of a child of the employee, the employee's spouse, or the employee's domestic partner.

2. Placement of a child with the employee's family for adoption or guardianship.

PPL does not apply to the adoption of a stepchild by a stepparent.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or parental bonding.

PPL is based on a 12-month rolling calendar. No more than 320 PPL hours may be used in any 12-month period. PPL may not be used or extended beyond this 12-month time frame and any unused PPL will be forfeited at the end of the 12-month period for the qualifying event

Upon termination of the employee's employment at the City, they will not be paid for any unused PPL for which they were eligible.

PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, vacation and sick leave accrual, and City benefit eligibility and contributions.

PPL counts towards retirement service credit.

PPL shall be used in a block of continuous time or on an intermittent or reduced schedule as approved by the eligible employee's supervisor. Intermittent leaves must be arranged and approved by the employee's supervisor in advance.

PPL shall run concurrently with Pregnancy Disability Leave/FMLA/CFRA or any other protected leave. PPL is supplemental to any other paid leave benefit that an employee may be eligible for.

12.5 Exceptions

Sick leave with pay shall not be granted for any injury attributable to an outside occupation (for which worker's compensation benefits are available and for which the City has not previously approved [in writing] the unit member's outside occupation).

12.6 Exhaustion of Sick Leave

When a unit member is on sick leave status, and the unit member has exhausted all accrued sick leave, subsequent absences shall first be charged to accrued CTO 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.

12.7 Sick Leave Credit

Accumulated sick leave hours will be credited to the 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. The calculation of the sick leave credit is solely within the purview of CalPERS. Sick leave does not have any cash value and may not be redeemed for any cash payment upon an employee's separation from employment.

12.8 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 their supervisor.

12.9 Sick Leave Transfer

Employee's usage will be governed by the City's Personnel Rules and Regulations VII, D 4 Sick Leave Transfer.

12.10 Industrial Accident Leave

In cases where Worker's Compensation is not immediately payable, the City will provide full pay, without charge against sick leave, during the first three (3) days off 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. However, if an employee has completed the City Physician Designation Form prior to the date of the injury, that employee may be treated by his or her own physician as designated on the form from the date of the injury.

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. While employee is on such leave and receiving full pay, the employee for administrative convenience shall remit their temporary compensation payment from Worker's Compensation to the City of Novato. Such industrial accident 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.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave With Pay

A unit member in the competitive service shall be granted leave of absence with full pay for:

- Service on a trial or inquest jury; or
- Attendance in court resulting from their official duties as assigned by the City.

Paid leaves of absence will not apply if an absence for any of the above reasons fall on a day which is not a regularly scheduled work day.

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

13.2 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 Human Resources Director for periods not exceeding a total of five (5) days is required. Unpaid leaves in excess of a total of five (5) days and up to one (1) year require City Manager 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 leaves of absence without pay must be approved in writing.

Leave of Absence without pay will also be granted in accordance with FMLA and CFRA.

The City shall comply with the requirements of FMLA and CFRA, as they are in effect or may be amended during the term of this MOU.

14. ADMINISTRATIVE LEAVE

In recognition of the irregular hours and time required by Police Captains and Lieutenants, an administrative leave program is established. Each unit member in these classes may receive up to one hundred twenty (120) hours of administrative leave annually (fiscal year), to be awarded at the discretion of the department head. Such leave shall not accrue beyond the fiscal year.

15. BENEFITS AND INSURANCE

15.1 City Contribution

15.1.1 Effective July 1, 2023, the City will contribute the following amounts towards 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 \$1,827.48 per month or the amount of the Kaiser Region 1 Two-Party premium, whichever is greater.
- (c) Employees at the “employee plus family” level shall receive \$2,375.72 per month or the amount of the Kaiser Region 1 Family premium, whichever is greater.
- (d) Employees hired on or after July 1, 2011 who enroll in a health plan through the City shall receive no cash out of the City’s contribution for health care premiums if the contribution exceeds the amount required to pay the premium.

15.1.2 Employees who do not enroll in a medical plan through the City 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. For employees who choose to opt out of medical coverage and who receive the \$250 stipend will have their mandatory dental coverage paid by the City.

15.2 Dependent Status Change Verification

15.2.1 If the status of an employee’s dependent changes, the employee is responsible for notifying Human Resources within thirty (30) days of the effective date of the change to ensure that the City’s contribution rate is properly adjusted if necessary. Failure to notify Human Resources of such a change within thirty (30) days could

result in the employee being held financially responsible for any benefit overpayment, if retroactive removal is required by law or benefit plan agreements. The employee will be required to reimburse the City via payroll deduction for any such benefit overpayment.

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

15.3 Post-Retirement Health Benefits

The City shall contribute on behalf of each unit member Two Hundred Dollars (\$200) per month toward an account established for the purpose of funding post-retirement health benefits.

15.4 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 their eligible dependents.

15.5 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.

15.6 Eligibility Date

When a full-time unit member commences work with the City, their benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made within the month for which coverage is provided.

15.7 Benefit Enrollments

- All unit members must participate in the following:
 - Dental Insurance

- Vision Insurance (City paid benefit, see section 16.4)
- Employee Life Insurance (Basic \$5,000, AD&D) (City paid benefit, see section 16.5)
- 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.

15.8 Enrollment

The times at which enrollment in or withdrawal from non-mandatory group life and disability income insurance plans is authorized shall be as established by City policy subject to requirements of the insurance carriers.

15.9 Domestic Partners

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.

16. RETIREMENT

16.1 PERS Plan

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

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

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

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

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

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

16.2 Contributions to PERS

16.2.1 Employee PERS Contributions

(a) Tier One and Two - Classic Member Employee Contributions Classic Members shall contribute nine percent (9%) of salary to the PERS retirement plan.

(b) Tier Three - New Member Employee Contributions

New Members shall contribute fifty percent (50%) of the total normal cost, unless otherwise determined annually by CalPERS, of the PERS retirement plan.

(c) Employee contributions paid by members will be deducted on a pre-tax basis, in accordance with IRC Section 414(h)(2).

16.2.2 Employer PERS Contributions

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

Effective August 4, 2019, employees shall contribute 3% towards the employer share of PERS contributions. The total contribution for Tier One and Two Classic Members shall be twelve percent (12%).

17. FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

City policy with regard to FMLA and CFRA is set forth the City’s Personnel Rules and Regulations VII, J Family and Medical Leave. If there are changes to that policy the union shall receive notice. If the changes to the policy are within the mandatory scope of bargaining, the union will have the opportunity to meet and confer.

18. REASONABLE ACCOMMODATIONS

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

19. EDUCATIONAL INCENTIVE

Tuition reimbursement shall be made available to unit members up to *One Thousand Dollars (\$1000)* per fiscal year in accordance with established City Policy.

20. ASSOCIATION RIGHTS

Designated Association representatives shall be allowed 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 by the Chief of Police 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 these terms and conditions, City shall notify such person that the Association is the recognized employee organization for employees in that classification.

Association leave will be tracked and requested through the scheduling system.

21. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain city rights will not be subject to the meet-and-confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standard of selection for employment, 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 method, 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 and organization of performing its work.

22. CONCERTED ACTIVITIES

22.1 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 slowdown of work for the purpose of encouraging, influencing, or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

22.2 Association Role Strike/Stoppage

Association shall not support or participate in or condone any strike/slowdown or other work stoppage by employees in the Unit during the term of this MOU.

22.3 Penalty for Engaging in Strike/Stoppage

If a recognized employee organization, its representatives, or members, in a concerted effort, 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 cancel any or all payroll deductions payable to such organizations, and prohibit the use of bulletin boards, prohibit the use of City facilities and prohibit access for former work or duty stations by such organization.

22.4 No Lockout Clause

During the term of these terms and conditions, City will not lock out employees.

23. DISPUTES

All disputes arising under these terms and conditions shall be resolved in accordance with the City’s adopted grievance procedures.

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

This MOU shall expire on June 30, 2025.

The parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding for the term set forth in Article 26 above.

NOVATO POLICE MANAGER'S
ASSOCIATION



Nick Frey

Mike Howard



Derrick Young



Peter Hoffmann
Labor Representative

CITY OF NOVATO



Adam McGill
City Manager



Jessica Deakayne
Assistant City Manager

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