

RESOLUTION NO. 2019 - 22
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI APPROVING
AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY AND THE COTATI POLICE OFFICERS
ASSOCIATION (CPOA) FOR THE TERM OF 2019-2024

WHEREAS, the Cotati Municipal Code and Personnel Rules empower the City Council to establish a compensation plan covering all classes of positions; and

WHEREAS, the City Council's representative has met and conferred in good faith with representatives of Cotati Police Officers Association (CPOA), resulting in a Memorandum of Understanding (MOU) effective July 1, 2019; and

WHEREAS, the City Council finds and determines that the MOU attached to this resolution as Exhibit "A" is appropriate and reasonable for the designated group; and

WHEREAS, the action of approving an MOU does not constitute a project as defined by California Environmental Quality Act Guidelines Section 15378; therefore, no further environmental review is required.

NOW THEREFORE BE IT RESOLVED that the City Council does hereby approve the MOU attached to this Resolution as Exhibit "A"; and

BE IT FURTHER RESOLVED that resolutions in conflict herewith are hereby superseded; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the MOU attached hereto as Exhibit "A".

IT IS HEREBY CERTIFIED that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Cotati held on the June 11th, 2019, by the following vote, to wit:

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Susan Harvey, Councilmember

AYES: Dell'Osso, Skillman, Moore, Harvey, Landman

Approved: _____

Mayor

Attest: _____

Lauren Berges, City Clerk

Approved as to form:

City Attorney

Attachments:

2019 CPOA MOU (PDF)

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

EFFECTIVE JULY 1, 2019
THROUGH JUNE 30, 2024

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

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**MEMORANDUM OF UNDERSTANDING
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ARTICLE 1: PREAMBLE

It is the intent and purpose of this Memorandum of Understanding (MOU) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment of employees represented by the Cotati Police Officers Association (CPOA).

City representatives agree to recommend to the City Council of the City of Cotati that all terms of the MOU be adopted in full by Resolution of the City Council. Upon such adoption, all terms and conditions of this MOU shall then become effective without further action by either party.

ARTICLE 2: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this agreement is, for any reason, held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining positions of this agreement.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.01.

Except as otherwise specifically provided and subject to applicable laws, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. To determine the nature, standards, and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- B. To manage all facilities and operations of the City, including the methods, means, and numbers and kinds of personnel by which the City operations are to be conducted.
- C. To direct the work force, including the right to hire, assign, promote, demote, or transfer any employee.
- D. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice.

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- E. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.
- F. To determine policies, procedures, and standards affecting the selection, training, and promotion of employees.
- G. To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.

Section 3.02.

The CPOA employees covered by this MOU recognize that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force, performing those services in all respects subject to this Memorandum of Understanding.

ARTICLE 4: ASSOCIATION RIGHTS AND RELEASE TIME:

Section 4.01. Right to Organization

The City of Cotati recognizes the employees' rights to self-organization and to be represented by employee organizations of their own choosing as set forth in Chapter 10, Division 4, of the Government Code of the State of California.

Section 4.02. Bulletin Boards

Cotati Police Officers Association (CPOA) will be permitted to use non-public area bulletin boards on City property for the purpose of posting notices of meetings and other official CPOA business with the understanding that the material will not violate the law and City policies, including policies prohibiting harassment and discrimination, and laws prohibiting public agencies from supporting candidates for public office or ballot measures.. All CPOA postings on City bulletin boards must be posted by an official CPOA representative for official CPOA business, as demonstrated by the signature of the CPOA official authorized to post the notice on behalf of the CPOA. This provision shall not apply to the City's web-site or email system.

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Section 4.03. Access to Work Locations

Reasonable access to employee work locations through public entrances shall be granted to nonemployee officers of the Association, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers shall not enter any work location without the consent of the Chief of Police. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Section 4.04. Meeting Space

The Association, or their representatives may, with the prior approval of the City Manager or designee, shall be granted the use of City facilities for meetings of City employees and their representatives, provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

Section 4.05. Association Activity

Association activity and Association-related discussions among employees in the workplace shall not detract from performance of work duties and service to the public. Employees are required to comply with workplace conduct rules at all times, even when engaged in Association activity or Association-related discussion.

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during duty time, unless approved in advance by the City Manager. The City's email system is for business purposes only, and may not be used for any Association purpose.

Section 4.06. Release Time for Association Representatives

A. Meet and Confer:

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives to discuss matters within the scope of representation, or to be present at hearings where

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matters within the scope of representation or grievances are being considered. The use of duty time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Preparations for negotiations shall not occur on duty time. Such employee representatives shall submit a written request for excused absence to the Chief, with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

B. Association Meetings:

Association Board Members, or others as designated in writing as official representatives by the Association Board, shall be allowed a reasonable period of time without loss of compensation for the sole and exclusive purpose of conducting Association Board or Association-wide meetings.

Upon forty-eight (48) hours of advance notice to the Police Chief or designee regarding the time, date and location of Association Board or Association-wide meetings, up to three (3) on-duty Association members shall be allowed up to two (2) hours of release time to attend such meetings, not to exceed a total of forty (40) hours for all members in a fiscal year. Permission to attend Association Board or Association-wide meetings on-duty is conditioned upon field and/or assignment conditions and shall not interfere with the normal course of assigned job duties or department operations.

ARTICLE 5: UNIT DESCRIPTION

The Cotati Police Officers' Association represents the following classifications:

- Police Corporal
- Police Officer
- Police Dispatcher/Clerk
- Community Services Officer

ARTICLE 6: DUES DEDUCTION

City shall provide payroll deductions of membership dues for plans sponsored by CPOA/PORAC, upon receipt of written certification by the CPOA that it has and will maintain

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an authorization, signed by individual employees described in Article 5 above, from whose salary or wages the deduction or reduction is to be made. The providing of such service to CPOA by the City shall be contingent upon, and in accordance with, the provisions of the Government Code, City ordinances, resolutions, memoranda of understanding, and applicable administrative procedures. Such dues deductions shall continue so long as the CPOA remains the exclusive representative for the bargaining unit and so long as it has otherwise complied with this section in providing written certification to the City. The CPOA shall certify to the City in writing any changes in the required payroll deduction.

The CPOA agrees that it will provide a copy of individual authorizations to the City should a dispute arise about the existence or terms of the authorization,

The CPOA shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City, or any department of the City, for the purpose of complying with payroll deduction provisions.

ARTICLE 7: COMPENSATION

Section 7.01. Wages

A. Cost of Living Adjustments:

Effective the first full pay period following July 1, 2019, active employees represented by the CPOA will receive a cost of living increase in the amount of two and one half percent (2.5%).

Effective the first full pay period following July 1, 2020, active employees represented by the CPOA will receive a cost of living increase in the amount of two and one half percent (2.5%), plus an equity adjustment of one-half percent (0.5%), for a total adjustment of three percent (3%).

Effective the first full pay period following July 1, 2021, active employees represented by the CPOA will receive a cost of living increase in the amount of two and one half percent (2.5%), plus an equity adjustment of one-half percent (0.5%), for a total adjustment of three percent (3%).

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Effective the first full pay period following July 1, 2022, active employees represented by the CPOA will receive a cost of living increase in the amount of two and one half percent (2.5%), plus an equity adjustment of one-half percent (0.5%), for a total adjustment of three percent (3%).

Effective the first full pay period following July 1, 2023, active employees represented by the CPOA will receive a cost of living increase in the amount of two and one half percent (2.5%), plus an equity adjustment of one-half percent (0.5%), for a total adjustment of three percent (3%).

B. Reopener

In the event the City's sales tax measure (Measure G) is not renewed by the voters, the City and Association shall reopen the MOU to discuss 2022 and 2023 cost of living increases.

Section 7.02. Salary Advancement

Assigned salary ranges contain five (5) steps. Employees move through these steps on the basis of performance. Employees shall be eligible for salary advancement consideration, as follows:

- A. To the "B" step of the salary schedule after successful completion of twelve (12) months (2080 hours) at the "A" step. The date of this increase shall become the employee's pay review date for purposes of eligibility for future merit step increases.
- B. To the "C" step after successful completion of one (1) year (2080 hours) at the "B" step.
- C. To the "D" step after successful completion of one (1) year (2080 hours) at the "C" step.
- D. To the "E" step after successful completion of one (1) year (2080 hours) at the "D" step.

When an employee is hired at a step other than Step A of the salary range assigned to the position, the employee shall be eligible for a step increase one (1) year (2080 hours) from the date of employment, and this date shall become the employee's pay review date for purposes of eligibility for future merit increases. Thereafter, the above merit pay procedure shall be followed.

Salary advancements are granted for continued meritorious and efficient service, and after continued improvement in assigned tasks, in conjunction with performance appraisal procedures.

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Recommendations are initiated by immediate supervisors and are then forwarded to the concerned department head for approval. These, in turn, shall be transmitted to the Administrative Services Department.

Salary step advancements are not guaranteed. When an employee is denied a merit increase, the employee shall be informed of such and the reasons therefore in writing. The employee shall be reconsidered for advancement within three (3) months and, if still denied, may be reconsidered for advancement at any subsequent time recommended by management of the concerned department.

Employees who have received internal promotions, if assigned to the next higher step of the new range offering a minimum two and one-half (2-1/2) percent salary increase, shall be eligible for a step increase upon successful completion of one (1) year (2080 hours) in the new position. If employees are placed on a higher step than this, based upon the recommendation of the department head and approval of the City Manager, they shall be eligible to advance to the next step of the range one (1) year (2080 hours) from the date of their promotion, and this date shall also become the employee's pay review date for purposes of eligibility for future merit increases.

Section 7.03. Longevity Pay

A. Employees Hired Before November 17, 2013

Effective the first full pay period following Association ratification and City Council adoption of a successor MOU in 2019, or the first full pay period following July 1, 2019, whichever is later, employees hired before November 17, 2013 shall be eligible for salary advancement (longevity pay), subject to satisfactory review of performance, based on the following schedule:

1. Three percent (3%) after eight and one-half (8-1/2) consecutive years of service with City of Cotati (17,680 hours)
2. An additional two percent (2%) for a total of 5% after ten (10) consecutive years of service with City of Cotati (20,800 hours)
3. An additional one percent (1%) (for a total of 6%) after thirteen and one-half (13-1/2) consecutive years of service with City of Cotati (28,080 hours)
4. An additional three percent (3%) (for a total of 9%) after eighteen and one-half (18-1/2) consecutive years of service with City of Cotati (38,480 hours)

B. Employees Hired On Or After November 17, 2013

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Effective the first full pay period following Association ratification and City Council adoption of a successor MOU in 2019, or the first full pay period following July 1, 2019, whichever is later, employees hired on or after November 17, 2013 shall be eligible for salary advancement (longevity pay), subject to satisfactory review of performance, based on the following schedule:

1. Three percent (3%) after eight and one-half (8-1/2) consecutive years of service with City of Cotati (17,680 hours)
2. An additional three percent (3%) (for a total of 6%) after thirteen and one-half (13-1/2) consecutive years of service with City of Cotati (28,080 hours)
3. An additional three percent (3%) (for a total of 9%) after eighteen and one-half (18-1/2) consecutive years of service with City of Cotati (38,480 hours)

Section 7.04. Professional and Education Incentives

Subject to the criteria specified below, the City will pay a monthly incentive to employees in the Police Officer class who are employed full-time, permanent or probationary for job related Police Officer Standards and Training (POST) Certificates which exceed the normal established job requirements. Eligible employees will be compensated a monthly amount, as follows:

POST Intermediate Certificate: two percent (2%) of base salary

POST Advanced Certificate: three percent (3%) of base salary

An employee with both the POST Intermediate and Advanced Certificates therefore receives an incentive equal to five percent (5%) of base salary.

Effective July 1, 2015, Police Dispatcher/Clerks shall be eligible for the above-listed POST certificate incentives based on receipt of POST Dispatcher Intermediate and Advanced Certificates.

Section 7.05. Special Assignment Pay

A. Detective.

Police Officers shall receive a five percent (5%) of base salary special assignment pay while serving as Detective. Detective assignment is a Twenty-four (24) month assignment. Removal of an officer during the twenty-four (24) month cycle requires cause for removal. Layoff of Police Officers shall be considered cause for removal. The Chief of Police may extend any twenty-four (24) month special assignment at his or her discretion.

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B. Training Officer or Qualified Trainer

1. The City will pay sworn employees who have been designated as Field Training Officers by the Chief of Police and have POST Certification as Field Training Officer qualified, five percent (5%) of base salary for each full shift in which the employee actually performs all the responsibilities of a Field Training Officer as assigned by the Chief of Police.

2. The City will pay Police Dispatcher Clerks who have been designated as Qualified Trainers by the Chief of Police and have POST Certification as Qualified Trainer, five percent (5%) of base salary for each full shift in which the employee actually performs all the responsibilities of a training officer as assigned by the Chief of Police.

C. Canine Officer

Employees covered herein who are assigned a Canine Officer detail are entitled to compensation for the off-duty hours spent caring, grooming, feeding and training their canine and maintaining their canine vehicle/unit. To receive such compensation, officers assigned as Canine Officers must have responsibility for caring, grooming, feeding and training of a canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off-duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the Canine Officers. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

Employees assigned as Canine Officers shall be paid five percent (5%) of base salary per month which is compensation for the estimated fifteen (15) hours per month for off-duty Canine Officer duties. This compensation compensates the Canine Officers for the reasonable number of hours per month which the canine officer spends feeding, grooming and care for the dog which has been assigned to the officer as well as training the dog and maintaining the canine vehicle/unit off duty. The parties agree that the foregoing compensation is intended to compensate the canine officer for off-duty canine activities on a one time basis at one and one half times the officer's regular rate for canine duties. It is the intent of the parties that the regular rate of pay for off-duty canine duties will exceed both the State and Federal minimum wage. It is expected that Canine

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Officers will not work more than fifteen (15) hours per month performing off-duty Canine duties as described herein.

Employees assigned as Canine Officers who must take their canine to the veterinarian in an emergency shall submit a written request to the Police Chief of the Chief's assigned designee for additional compensation for the hours spent performing such work.

Emergencies such as emergency veterinarian visits do not require advance approval because such work time is beyond the officer's control. In addition, if a canine officer will be required to perform duties (in rare occurrences) which causes a substantial increase in the normal off-duty hours worked for that month, he/she may request, in advance of the work, that additional compensation be provided. Such additional compensation must be approved in advance before such work is performed unless the additional work is an emergency beyond the officer's control. Any additional compensation shall be compensated at time and one half the canine regular rate.

D. Motorcycle Officer

Police Officers shall receive a five percent (5%) of base salary special assignment pay while designated as the Motorcycle Officer. The term of the assignment shall be three (3) years with one (1) year extensions upon mutual agreement of the Chief of Police and the Officer. The Officer assigned to the motorcycle unit during the initial assignment may only be removed with cause.

E. Assigned Vehicles

Take home vehicles will be assigned and determined by the Chief in accordance with operational needs.

Section 7.06. Uniform Program

The purpose of this uniform program is twofold: (1) to identify City employees who have direct contact with the public on a regular basis, and to enhance the image of City operations generally performed by City personnel in public view; and (2) to provide uniforms to those personnel who are required to perform duties that result in their clothing becoming excessively dirty or in duties that require identifying uniforms. All identifying patches, badges, etc., purchased by the City for an employee, must be returned to the City when an employee terminates City employment.

A. Police Officers:

Sworn officers receive a uniform allowance of eight hundred dollars (\$800.00) payable in equal installments in each paycheck. New employees shall receive their initial uniform

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allowance upon appointment. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

Employees promoted from within the Cotati Police Department who require a different uniform for their new job shall receive the full allowance for their new job. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

B. Police Dispatcher Clerks/Community Services Officer:

Full-time Police Dispatcher/Clerks shall receive a uniform allowance of five hundred fifty dollars (\$550) and Community Services Officer shall receive a uniform allowance of eight hundred dollars (\$800) payable in equal installments in each paycheck. New employees shall receive their initial uniform allowance upon appointment. Beginning with the subsequent fiscal year the employee shall receive uniform allowance payments in equal installments in each paycheck. Employees promoted from within the Cotati Police Department who require a different uniform for their new job shall receive the full allowance for their new job. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

C. Motorcycle Officer:

Sworn officers assigned to full-time Motorcycle Officer duty shall receive an initial motorcycle uniform not to exceed two thousand dollars (\$2,000) in cost consisting of the following items:

- Two (2) pairs motor pants
- Three (3) uniform shirts
- One (1) Leather jacket
- Two (2) pair of gloves
- Two (2) pairs of glasses (one sun, one clear)
- One (1) pair of motor boots
- Cotati Police Department patches
- Motor Officer Insignia

The City will determine the baseline items for this motorcycle uniform. An officer may upgrade any of these items at the officer's expense. Beginning with the subsequent fiscal year, sworn officers assigned to full-time motorcycle duty will receive a one-thousand dollars (\$1,000) uniform allowance payment in equal installments in each paycheck. The officer will replace any worn and/or faded items at the officer's expense.

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Section 7.07. Direct Deposit

The City offers employees the option of direct deposit for their payment of biweekly payroll. The employee will be given the option to select a banking institution to have their biweekly payroll directly deposited. The City cannot guarantee direct deposits, and employees will be responsible for following-up with their banking institution when problems arise that are directly related to errors/or omissions on the part of such banking institution.

Section 7.08. Holiday Pay

All full time permanent or probationary Police Officers and Police Dispatcher/Clerks shall be paid for twelve and one-half (12.5) ten (10) hour holidays per year which shall be payable in semi-annual installments based on the rate of pay at the time of payment. The first installment shall be paid on the first pay period in December and represent six and one half (6.5) holidays (sixty-five (65) Hours). The second payment shall be paid on the first pay period in June and represent six (6) holidays (sixty (60) Hours). Part-time permanent and new employees will receive a pro-rata portion based on holidays worked during that period. Full-time and part-time Community Service Officers shall be eligible for holiday time off as provided by the City's personnel rules.

Section 7.09. Deferred Compensation Plan

Effective the first full pay period following July 1, 2019, full-time, regular employees with Tier 2 or Tier 3 ("PEPRA") pension benefits are eligible to participate in a City-matching deferred compensation plan. Provided the total City contribution to Tier 2 or Tier 3 pension benefits remains under twenty percent (20%) of the employees base salary, the City will match employee contributions to the City's deferred compensation plan up to a maximum of two percent (2%) of base salary.

ARTICLE 8: INSURANCES

The City makes available at its discretion subject to section 8.01 a choice of group medical, dental, life, and vision insurance programs for employees and their family members.

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Section 8.01 Health Insurance

A. Medical Insurance:

The City offers medical insurance directly and/or through the Redwood Empire Municipal Insurance Fund (REMIF). The City offers a choice of Kaiser Permanente and at least one other alternate form of medical insurance coverage. The policy shall be determined by the City, and shall be available for permanent or probationary full-time employees and their eligible dependents.

Employees will pay ten percent (10%) of the cost of medical insurance premiums.

B. Dental Insurance:

The City offers dental insurance. The policy shall be determined by the City and shall be available for permanent or probationary full-time employees and their eligible dependents. The City will pay one hundred percent (100%) percent of the premium.

C. Vision Insurance:

The City offers vision insurance. The policy shall be determined by the City and shall be available for permanent or probationary full-time employees and their eligible dependents. The City will pay one hundred percent (100%) percent of the premium.

Section 8.02 Other Insurance

A. Life Insurance Premiums:

The City shall provide life insurance coverage in the amount of one hundred thousand dollars (\$100,000) for each employee. The policy shall be determined by the City and shall cover in the line of duty deaths/accidents. The City will pay one hundred percent (100%) of the premium. The City does not make available any life insurance policy to employee's eligible dependents.

B. Section 125 Plan:

The City offers an IRS 125 plan. The plan allows employees to pay medical and childcare expenses with pre-tax dollars in accordance with IRS regulations. Any pre-tax dollars withheld, but not spent, during the plan's fiscal year will be forfeited to the City except as precluded by federal law.

C. AFLAC:

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The City makes available to all permanent and probationary employees a group of supplemental insurance policies offered by AFLAC. Upon election, the employee shall pay policy premiums through payroll deduction.

D. Employee Assistance Program:

The City provides an Employee Assistance Program for all employees, with premiums paid by the City.

E. Disability Leave – The City offers disability insurance through PORAC at the “Gold” level for all full time permanent and probationary employees, as described in the current benefit summary, as may be updated from time to time. The City pays 100% of the premium for PORAC non-industrial disability insurance.

Section 8.03 Retiree Medical Benefits

Retired full-time permanent employees with fifteen (15) years or more of full-time permanent service and their spouses or registered domestic partners may participate, at their option, in a City provided medical, dental, and vision plan after the official date of retirement until the participant becomes eligible for SSI or Medicare, whichever is sooner. Retiree pays one hundred percent (100%) of the premium for themselves and their spouse or registered domestic partner (if applicable).

Section 8.04 Part-Time Employees

The City recognizes an obligation as a responsible employer to provide employment benefits that are offered to full-time permanent or probationary employees to part-time, permanent employees on a pro-rata basis. Due to policy limitations, the City is not able to provide long term disability. For part-time, permanent employees employment benefits are calculated on actual assigned hours of work based on a percentage of a forty (40) hour workweek. For example, based on one-half time employment in the case of vision, life, health, medical and dental premiums, the City will contribute fifty percent (50%) of premium cost through payroll deduction

Section 8.05. Medicare

In compliance with H.R. 3128; all full-time, part-time, temporary, and seasonal employees hired after March 31, 1986 must participate in the Medicare program pursuant to all applicable laws.

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ARTICLE 9: RETIREMENT

Section 9.01. Public Employees' Retirement System (PERS)

The City of Cotati is a member of the Public Employees' Retirement System (PERS). All permanent or probationary, full-time employees are required to become members of the system. Permanent part-time employees are required to become members if they work more than one-thousand (1,000) hours in any fiscal year.

A. Non-Sworn Employees

1. Tier 1 - Non-Sworn Employees Hired Before July 1, 2011:

Non-sworn safety employees hired before July 1, 2011 are covered under the 2.7% at 55, single highest years' salaries formula." This plan provides for a retirement allowance at age fifty-five (55) that is equal to the product of the number of years of service times .027 of the average monthly compensation earned during the single highest-paid year of service. Employees may retire at age fifty-five (55) with five (5) or more years of PERS-credited service.

Non-sworn employees hired before July 1, 2011 shall contribute 9.371% towards the cost for the following retirement benefit enhancements implemented in 2007:

- Section 21354.5- 2.7@ 55 Full and Modified formula
- Section 20042 - One-Year Final Compensation
- Section 21574- Fourth Level of 1959 Survivor Benefits

The percentage is based on the 2010 CalPERS actuarial for benefit enhancements. Future increases in the employer contribution may result in a change to the employees' contribution rate to facilitate sharing of costs and continued employee payment for the agreed upon enhancements. The City will advise the Association and employees within six (6) months of the end of the fiscal year during the term of this Agreement regarding cost sharing of any increase to the employer contribution.

Effective July 1, 2012, non-sworn employees' contribution to the cost for 2007 retirement benefits enhancements will be reduced by two percent (2%) in lieu of reinstatement of the City's contribution to the defined compensation plan.

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Effective July 1, 2012, Tier 1 non-sworn employees will pay three percent (3%) of the member contribution to CalPERS for pension. The City will pay the remaining five percent (5%) member contribution to CalPERS for pension.

2. Tier 2 - Non-Sworn Employees Hired On or After July 1, 2011 (Exclusive of employees who become "new members" of CalPERS on or after January 1 2013 as defined by PEPR A):

Non-sworn safety employees hired on or after July 1, 2011, not including employees who become "new members" of CalPERS on or after January 1, 2013 as defined by PEPR A, will be covered under the 2% at 60 formula as provided under Government Code section 21353, calculated using the average of three highest years, and will pay the full CalPERS employee contribution.

Tier 2 sworn employees shall pay the full member contribution required by CalPERS.

3. Tier 3 - Non-Sworn Employees Hired On or After January 1, 2013 and Considered New Members of CalPERS (PEPR A Employees):

Qualifying employees hired on or after January 1, 2013 and considered new members of CalPERS as defined by the Public Employee Pension Reform Act (PEPR A) ("third tier employees") will receive the 2% at age 62 retirement formula for non-sworn employees, and shall be subject to the provisions of PEPR A, including provisions governing reportable compensation.

4. Survivor Benefits for Tier 1, 2, and 3 Non-Sworn Employees:

Non-sworn safety employees also receive the PERS Section 21382.4 Fourth Level of 1959 Survivor Benefits. This benefit costs four dollars (\$4) per month per employee. The City shall match two dollars (\$2) per month of the cost with each employee. The City will deduct the employee contribution by payroll deduction each bi-weekly pay period.

B. Sworn Employees

1. Tier 1 - Sworn Employees Hired Before July 1, 2011:

Sworn safety employees hired before July 1, 2011 are covered under the 3% at 50, average three (3) highest years salaries formula. This plan provides for a retirement allowance at age fifty (50) that is equal to the product of the number of years of

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service times .030 of the average monthly compensation earned during the average three (3) highest paid years of service: Employees may retire at age fifty (50), with or more years of PERS-credited service.

Effective July 1, 2012, Tier 1 sworn employees will pay three percent (3%) of the member contribution to CalPERS for pension. The City will pay the remaining six percent (6%) of the member contribution to CalPERS for pension.

2. Tier 2 - Sworn Employees Hired On or After July 1, 2011(Exclusive of employees who become "new members" of CalPERS on or after January 1, 2013 as defined by PEPR A):

Sworn safety employees hired on or after July 1, 2011, not including employees who become "new members" of CalPERS on or after January 1, 2013 as defined by PEPR A, will receive a CalPERS retirement benefits based on the 2% at 50 formula, as provided under Government Code section 21362, calculated on average income of the three highest years, and will pay the full CalPERS employee contribution.

3. Tier 3 - Sworn Employees Hired On or After January 1, 2013 and Considered New Members of CalPERS (PEPR A Employees):

Qualifying employees hired on or after January 1, 2013 and considered new members of CalPERS as defined by the Public Employee Pension Reform Act (PEPR A) ("third tier employees") will receive the 2% at age 50 increasing to 2.7% at age 57 retirement formula for sworn employees, and shall be subject to the provisions of PEPR A, including provisions governing reportable compensation.

4. Survivor Benefits for Tier 1, .2, and 3 Sworn Employees:

Sworn safety employees also receive the PERS Section 213.82.4 Second Level of 1959 Survivor Benefits. This benefit costs four dollars (\$4) per month per employee. The City shall match two dollars (\$2) per month of the cost with each employee. The City will deduct the employee contribution by payroll deduction each bi-weekly pay period.

- C. All Sworn and Non-Sworn Employees:

The City contracts with Ca1PERS to provide the following benefits as described under California Public Employees' Retirement Law:

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Government Code Section 120965 –Credit for Unused Sick Leave
Section 21022- Public Service Credit for Periods of Layoffs
Section 21023. 5-Public Service Credit for Peace Corps or AmeriCorps: Vista
Section 21024- Military Service Credit as Public Service
Section 21027- Military Service Credit for Retired Persons
Section 21548 -Pre-Retirement Option 2W Death Benefit

Section 9.02. Impact of Government Regulations on Employee Benefits

The value or availability Of the benefits provided in the MOU as originally worded or as amended from time to time may depend on their tax treatment by the state or federal government or the decisions of other government agencies or departments, such as, but not limited to, the Public Employees Retirement System. The City will endeavor to obtain the most favorable treatment legally possible from these other governmental entities. However, the City makes no representation concerning the value of such benefits to unit members or how they will be taxed or otherwise treated by other agencies or departments. The City's obligations under this MOU are limited to the direct cost of providing the salary and benefits as described in the MOU. The City shall have no additional financial obligation, even if the tax or other treatment of such salary or benefits by other agencies or departments reduces or eliminates their value to the employee. The parties shall meet and confer in the event any statutory regulations are enacted that may potentially impact employee benefits.

ARTICLE 10: LEAVE BANK

Employees will accrue paid leave each month except for time when on an unpaid leave status. Leave will be accrued in paychecks based on the following totals:

<u>Days of Service</u>	<u>Accrual</u>
Start date to 1,095 days	11.25 hours per month
1,096 day to 1,825 days	15.25 hours per month
1,826 days to 3,650 days	17.25 hours per month
3,651 days or more	22.25 hours per month

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Leave accrual will be suspended for any employee with a leave bank balance that exceeds two times the amount annually accrued by the employee in excess of the amount held on June 30, 2009.

ARTICLE 11: HOURS OF WORK, WORK PERIODS, AND PAY PERIODS

The standard workweek for employees assigned to ten (10) hour workdays shall be forty (40) hours. Presently the work period is 12:00a.m. (00:00) on Sunday and ending at 11:59 PM (23:59) the following Saturday.

All hours shall be designated by the Chief of Police at his or her sole discretion with proper notice.

The standard work schedule for employees assigned to twelve (12) hour shifts shall be three, twelve (12) hour shifts per workweek, plus one eight (8) hour shift on a fourth day every other week (six (6) twelve (12) hour shifts and one (1) eight (8) hour shift in a fourteen (14) day 7(k) work period as recognized by the FLSA.) The standard work week for non-sworn employees assigned to twelve (12) hour shifts will begin exactly four hours into an employee's eight (8) hour shift on the day of the week which constitutes the employee's alternating regular day off.

The pay period for all employees shall be bi-weekly. If a payday falls on a holiday or weekend, payday will (if possible) be the last business day before the designated holiday or weekend.

Employees will receive a minimum of two weeks' notice for scheduled hours or shift changes, unless exigent circumstances exist. Scheduled changes will not affect the employee's normal consecutive days off unless exigent circumstances exist.

"Exigent circumstances" mean an emergency situation which develops suddenly and unexpectedly and which demands immediate attention and action to preserve the peace and public safety or any circumstance the City cannot control in which the Police Department has three days or less notice of a needed scheduled change.

ARTICLE 12: OVERTIME

Section 12.01. Regular Overtime

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The City will compensate eligible employees for each full hour of overtime worked at a rate of time and one-half the employee's regular rate of pay. Overtime is defined as hours worked in excess of forty (40) hours in a work week except as provided by the FLSA. Authorization of the employee's supervisor must be obtained prior to the working of overtime, except in emergency situations. Compensation for overtime shall be in the form of cash payment or compensatory time off as provided below. For purposes of overtime and compensatory time calculations, all paid leave time shall be considered as hours worked.

Effective July 1, 2009, the City and the Association agree that Peace Officers represented by this Association are covered by the 28-day work period/ partial exemption set forth at 29 U.S.C. Section 207(k) for the FLSA. All work periods which define overtime based as other than time worked in excess of forty(40) hours are established pursuant to 29 U.S.C. Section 207(k) of the FLSA.

Section 12.02. Compensatory Time

A maximum of 100 hours of compensatory time may be accrued by each employee. Upon the request of the employee and approval of the appropriate department head or supervisor overtime shall be compensated with compensatory time off. Compensatory time off may be used if the employee provides reasonable notice of at least twenty-one (21) days in advance to the appropriate supervisor and the time off does not create an undue burden on the Department; however management cannot guarantee time off on short notice. Management will make every effort to comply with the time off wishes of the employee and shall not assign employees to compensatory time off; Employees may reconvert compensatory time into paid overtime, subject to cash-out limits in place at the time. Compensatory time will be compensated at the rate of pay in effect at the time of payment.

Section 12.03. Call-Out Pay

In the event an employee is called out for emergency duty or Court appearances, the employee will receive compensation at a rate of time and one-half the employee's regular hourly rate. Call-out shall be compensated at three (3) hour minimum at time and one-half. Call out time shall be defined as time worked by the employee, in excess of their scheduled work hours in a workday or work week, which is not an extension of the normal work day when there is a break in service.

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ARTICLE 13: USE OF CITY VEHICLES

Section 13.01 Use of City Vehicles

Employees are to use City vehicles for City work. City liability insurance coverage extends to include use of all City-owned vehicles when the employee is driving the vehicle on City business. Employees shall not use City vehicles for unauthorized purposes.

ARTICLE 14: WORK DISRUPTION

It is agreed and understood that there will be no strike, work stoppage, slowdown, refusal, or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Association or by its officers, agents, or members during the term of this MOU, including compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duties and obligations of its representatives to comply with the provisions of this MOU and to make every effort toward inducing employees to do so. . In the event of a strike, work stoppage, slowdown, or other interference with the operation of the City or its agents by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cease such employee action.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination. It is agreed that the City shall institute no lockout of employees during the term of this MOU, unless such work disruptions occur.

ARTICLE 15: EFFECT OF AGREEMENT

Section 15.01. Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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Section 15.02. Waiver

Except as specifically provided herein, it is agreed and understood that CPOA voluntarily and unqualifiedly waives its right to and releases the City from any obligation to meet and confer on any subject or matter contained herein.

Section 15.03. Modifications

No agreement, alteration, understanding, violation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by the City Council.

Section 15.04. Future Enforcement

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent or waiver in the future enforcement of all or any of its terms and provisions.

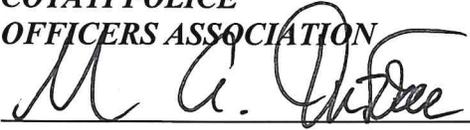
ARTICLE 16: TERM

Except as indicated herein, this Memorandum of Understanding shall be effective upon ratification and adoption of this agreement, and until a successor agreement is negotiated or a party in negotiations for a successor agreement has declared impasse and the administrative impasse resolution procedures have been exhausted without an agreement being reached, no earlier than June 30, 2024. Negotiations for a successor agreement shall commence no sooner than January 2024.

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Made and entered into this 25th day of June 2019.

**COTATI POLICE
OFFICERS ASSOCIATION**



CITY OF COTATI