

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF COTATI

AND THE

COTATI POLICE MANAGEMENT ASSOCIATION

EFFECTIVE

November 14, 2016 through June 30, 2019

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

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 Management Association (CPMA).

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 portions 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.
- 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 CPMA 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

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

Section 4.03 Access to Work Locations

Reasonable access to employee work locations through public entrances shall be granted to non-employee officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such sergeants or representatives 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. 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 4.04 Meeting Space

The Association, or their representatives may, with the prior approval of the City Manager or designee, be granted the use of City facilities during non-work hours 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 time, even when engaged in Association activity or Association-related discussion.

Section 4.06 Release Time for Association Representatives

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 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 one (1).

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 transactions of the Association. Said amount of time shall not exceed two (2) hours per day for each Board member or designee and a combined aggregate not to exceed six (6) hours per fiscal year for all such Board members and others designated by the Board, provided every reasonable effort is made to conduct Association meetings and/or business on non-duty time. Permission to attend Association meetings on duty must be obtained forty-eight (48) hours in advance from the Police Chief or designee. Permission to conduct Association business or attend Association meetings is conditioned upon field and/or assignment conditions and shall not interfere with the normal course of assigned job duties or department conditions.

CPMA/PORAC upon the written authorization of employees described in Article 5 above. The providing of such service to CPMA by the City shall be contingent upon, and in accordance with, the provisions of City ordinances, resolutions, memoranda of understanding and applicable administrative procedures. Such dues deductions shall continue so long as the Association remains the exclusive representative for the bargaining unit. City shall be notified in writing by the Association president of any changes in the required payroll deduction.

The CPMA 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, 2017, active employees represented by the CPMA 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, 2018, active employees represented by the CPMA will receive a cost of living increase in the amount of two and one half percent (2.5%).

B. Equity Adjustments:

Effective the pay period following ratification and Council adoption of the successor MOU employees in the Police Sergeant classification shall receive a three percent (3%) salary increase.

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. 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 a salary step in the new classifications salary range offering a minimum 5 percent salary increase, shall be eligible for a step increase upon successful completion of 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 new classifications salary 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 step increases.

Section 7.03. Longevity Pay

An employee shall be eligible for salary advancement (longevity pay), subject to satisfactory review of performance, and achievement of the required certification for sworn employees, based on the following schedule:

- A. 3 percent of base salary after eight and one half years (17,680 hours) and achievement of POST Intermediate Certificate
- B. 3 percent of base salary after thirteen and one half years (28,080 hours) and achievement of POST Advanced Certificate
- C. 3 percent of base salary after eighteen and one half years (38,480 hours) and achievement of POST Advanced Certificate

Section 7.04. Professional and Education Incentives

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

P.O.S.T. Intermediate Certificate	2 percent of base salary
P.O.S.T. Advanced Certificate	3 percent of base salary

An employee with both the P.O.S.T. Intermediate and Advanced Certificates therefore receives an incentive equal to 5% of base salary.

Section 7.05. Uniform Program

The purpose of the 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 Sergeants

Police Sergeants shall receive a uniform allowance of \$800.00 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.

Section 7.06. Deferred Compensation Plan

A deferred compensation plan is available to all employees, providing tax-deferred savings and/or a retirement supplement. Employees may make contributions, through payroll deductions, into one or more savings vehicles, up to the legal maximum as defined by the law governing deferred compensation accounts. The City will contribute an equivalent of three percent (3%) of base salary per employee covered by this agreement into the deferred compensation program (amount shown in exhibit A).

Section 7.07. Direct Deposit

The City offers employees the option of direct deposit for their payment of semi-monthly payroll. The employee will be given the option to select a banking institution to have their semi-monthly 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 and/or omissions on the part of such banking institution.

Section 7.08 Holiday Pay

All full time permanent and probationary sworn employees shall be paid for twelve and one half (12.5) ten 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 represents six and one-half holidays (65 hours). The second payment shall be paid on the first pay period in June and represents six holidays (60 hours). Part-time permanent and new employees will receive a pro-rata portion based on holidays worked during that period.

Non-sworn employees shall be eligible for holidays as provided in City of Cotati Personnel Policies.

Non-sworn employees shall be allowed compensatory time off accrual at straight time hours for each holiday hour falling on an off-day Friday. Holiday hours will be accrued based on the normal number of hours the employee would work that day based on the employee's regular work schedule. However, if the employee has reached their maximum compensatory time accrual according to Section 12.02, this time will be paid as straight time.

Section 7.09 Field Training Officer

The City will pay sworn employees, who have been designated as Field Training Officers by the Chief of Police and have P.O.S.T. 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 for training both Regular Full Time and Reserve Officers.

Section 7.10 Off-Duty Telephone Calls

Employees who receive work-related calls during off-duty time will be compensated for the time worked as straight time. If the time worked results in the employee working in excess of 40 hours in a workweek, the time will be compensated at time and a half the employee's regular rate of pay.

Compensation for such work will be a minimum of one (1) hour of pay for any and all telephone calls received or made within that one (1) hour period. In the event a later telephone call is received after the prior one (1) hour of telephone work time, and the call requires the employee to again resolve work related problems by telephone, the employee will be paid for an additional one (1) hour of pay for all telephone calls received within that next hour.

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. The City does not make available any life insurance policy to employee's eligible dependents under these plans.

Section 8.01 Health Insurance

- A. Medical Insurance The City offers a medical insurance directly and/or through the Redwood Empire Municipal Insurance Fund (REMIF). The City offers a choice of Kaiser Permanente or atleast 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. The effective date for the change in cost sharing for employees formerly designated at Tier Two (hired on or after July 1, 2010) will be the first full pay period following January 1, 2015, unless a later start date is approved by the City Manager and Association, in no case later than the effective date of this side letter.

- 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 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 100% percent of the premium.

Section 8.02 Other Insurance

- A. Life Insurance – The City shall provide life insurance coverage in the amount of \$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 100% percent of the premium.
- 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 – 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 and Employee Assistance Program for all employees, with premiums paid by the City.
- E. Long Term Disability – The City offers a Long Term Disability Insurance (LTD) for all full time permanent and probationary employees. The extent of benefits will be dependent on provider; however, minimum benefits are to be:
1. Coverage beginning on the 61st day of disability
 2. Disability benefit received will be 60% of employee base salary with a cap of \$5,000 per month; and
 3. Benefits will be available for the length of disability until retirement age.
- F. Short Term Disability – Effective January 1, 1996, SDI was discontinued and replaced by a City self-funded short-term disability plan. This plan shall consist of:

1. City paid coverage by which employee utilizes all accrued time off, such as leave bank, sick leave (old), compensatory time, and personal holidays. When the employee has exhausted such time off, City will continue to compensate employee at 50% of his/her current base salary through the 60th consecutive calendar day of disability.

Section 8.03 Retiree Health Insurance Benefits

Retired full-time permanent employees with 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 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 we are not able to provide long term disability. For part-time permanent employees employment benefits are calculated on actual assigned hours of work per week. For example, based on one-half time employment in the case of vision, life, medical and dental premiums, the City will contribute the following pro-rated benefits:

50% of premium cost through payroll deduction.

Section 8.07. 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.

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. Permanent part-time employees are required to become members if they work more than 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 percent at 55, single highest year salary formula". This plan provides for a retirement allowance at age 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 55, with 5 or more years of PERS-credited service.

Non-sworn employees hired before July 1, 2011 shall contribute 9.371% of 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 PERS 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 and the Association agree to meet each year of the term of this Agreement regarding cost sharing of any increase to the employer contribution.

Effective July 1, 2012, Tier 1 non-sworn employees will pay an additional 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 PEPRA):

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 PEPRA, 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 (PEPRA 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 (PEPRA) (“third tier employees”) will receive the 2% at age 62 retirement formula for non-sworn employees, and shall be subject to the provisions of PEPRA, including provisions governing reportable compensation.

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 percent at age 50, average three highest years' salaries formula. This plan provides for a retirement allowance at age 50 that is equal to the product of the number of years of service times .030 of the average monthly compensation earned during the average three highest paid years of service. Employees may retire at age 50, with 5 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 PEPRAs):

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 PEPRAs, will receive a CalPERS retirement benefits based on the 2% at 50 formula, as provided under California Public Employees Retirement Law, calculated on average income of the 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: Sworn Employees Hired On Or After January 1, 2013 And Considered New Members Of CalPERS (PEPRAs 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 (PEPRA) ("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 PEPRA, including provisions governing reportable compensation.

C. All Sworn and Non-Sworn Employees

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

- Government Code Section 20965 – 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 Service
- Section 21024 – Military Service Credit as Public Service
- Section 21027 – Military Service Credit for Retired Persons
- Section 21548 – Pre-Retirement Option 2W Death Benefit

Employees shall also receive the PERS Section 21382.4 Fourth Level of 1959 Survivor Benefits. This benefit costs \$4 per month per employee. The City shall match \$2 per month of the cost with each employee. There will be a payroll deduction of \$1 per semi-monthly pay period.

Section 9.03. 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: PAID LEAVE ACCRUAL

- A. Effective August 31, 2010, the Leave Bank policy described in Section 10 of the City Personnel Rules will no longer apply to employees represented by the Association, and employees will cease to accrue Leave Bank hours. Hours already accrued will not be reduced.
- B. Each employee will have the option to request a cash-out of any unused, previously accrued leave bank hours up to two times a calendar year. A minimum of two (2) weeks written notice to the Administrative Services Department is required for all cash-out requests. Compensation for such cash-out of unused accrued leave hours will be based on the employee's existing salary at the time payment is made.
- C. For all employees, regardless of date of hire:
 - 1. Up to 100 hours of Vacation Leave may be cashed out per calendar year as long as the employee maintains at least an 80-hour balance after the cash out.
 - 2. The employee must be in pay status or on an approved leave to exercise this option.
 - 3. Sick leave may not be cashed out during employment or upon separation.
- D. Effective September 1, 2010, Leave Accrual as provided by Section 10 of the City Personnel Rules will cease. In lieu of the Leave Bank, the City will provide vacation and sick leave as follows:

For employees hired before July 1, 2010, employees shall accrue sick leave and vacation leave on a pay period basis, as follows:

Years of Service	Sick Leave Accrual Per Year		Vacation Accrual Per Year		Vacation Accrual Cap
One to Three	96		84		432
Four to Five	96		132		432
Six to Ten	96		156		432
More than 10	96		216		432

For employees hired on or after July 1, 2010, employees shall accrue sick leave and vacation leave on a pay period basis, as follows:

Years of Service	Sick Leave Accrual Per Year		Vacation Accrual Per Year		Vacation Accrual Cap
One to Five	96		80		160
Six to Ten	96		120		240
More than 10	96		160		320

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

The standard workweek for employees assigned to a ten (10) hour workday shall be forty (40) hours. The standard workweek for employees assigned to a twelve (12) hour workday shall consist of thirty-six (36) hours during one workweek and forty-four (44) hours during the other workweek. Both workweeks combined for a twelve (12) hour shift employee shall cover fourteen (14) days and consist of eighty (80) hours. Presently the work period is 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday. For employees working the thirty-six (36) hour/ forty-four (44) hour work shift, the workweek shall start exactly our (4) hours after the start of his or her eight (8) hour shift.

The regular work shift for sworn employees shall consist of ten (10) hours of work. An optional work shift for Sergeants can consist of a combination of twelve (12) hours of work and eight (8) hours of work for a total of six twelve hour and one eight hour shifts every fourteen days, so long as all Sergeants elect to work the optional work shift.

For sworn employees working the optional work shift, the workweek shall start exactly four hours after the start of his/her eight-hour shift.

Prior to shift change, affected sworn employees shall select either a 10-hour workday or a 12-hour workday, which will remain in effect throughout the next 6-month scheduling period. The Chief of Police at his sole discretion and with proper notice shall designate all hours of work.

The regular work shift of non-sworn employees shall consist of ten (10) hours of work, with the shifts/hours to be designated by the Chief of Police at his sole discretion.

Except under exigent circumstances, no employee covered under this Agreement shall be required to work more than 16 hours on any given day.

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 schedule change.

MOVED TO SECTION 7.08

ARTICLE 12: OVERTIME

Section 12.01. Call Out Pay

In the event an FLSA non-exempt employee is called out for duty or Court appearances the employee will receive compensation at a rate of time and one half the employee's regular hourly rate. Employees who are called out or required to appear in Court shall be compensated at a 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. If Court appearances are scheduled within two (2) hours before or two (2) hours after an employee's regularly scheduled shift, they shall then be paid for actual time worked at a rate of time and one half their regular hourly rate.

Section 12.02. Overtime

It is the policy of the City to discourage overtime except when necessitated by abnormal or unanticipated workload situations. The City has the right to require overtime to be worked as necessary.

The City will compensate Sergeants for overtime worked at a rate of time and one half the employee's regular hourly rate. The Support Services Supervisor position is FLSA exempt and therefore not eligible to earn overtime.

Compensation for overtime shall be in the form of cash payment or, if requested by the employee and approved by the department head, compensatory time off which shall also accrue at time-and-one-half actual overtime hours worked. The City and the Association agree that employees in this Association are covered by the partial exemption set forth at 29 U.S.C. Section 207(k) for the FLSA. For employees assigned to a ten (10) hour shift schedule, overtime shall be defined as all hours actually worked in excess of a regularly scheduled daily shift or forty (40) hours per week.

Employees assigned to a twelve (12) hour shift schedule will normally be scheduled to work six (6) twelve (12) hour shifts and one (1) eight (8) hour shift in a fourteen (14) day pay period. Overtime for employees assigned to this schedule shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift, or their regularly scheduled work week.

All work periods which define overtime based as other than time worked in excess of forty hours are established pursuant to 29 U.S.C. Section 207(k) of the FLSA.

Section 12.03. 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 by request filed twenty-one (21) days in advance with the appropriate supervisor; 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.

ARTICLE 13: USE OF CITY OWNED VEHICLES

Section 13.01. Assigned City Vehicle

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

Section 13.02. 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 MOU 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.

Section 15.02. Waiver

Except as specifically provided herein, it is agreed and understood that the CPMA 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, variation, 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 MOU 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 (November 14, 2016), and expires on June 30, 2019. It shall remain in effect 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, 2019. Negotiations for a successor agreement shall commence no sooner than March 2019.

IN WITNESS THEREOF, this MOU is entered into this 14th day of November 2016, pursuant to the provisions of Government Code Section 3500 et seq.

COTATI POLICE MANAGEMENT ASSOCIATION

By: _____

By: _____

CITY OF COTATI

By: _____
Damien O'Bid

Dated: _____