

**SIDE LETTER BETWEEN
CITY OF COTATI AND
COTATI POLICE OFFICERS' ASSOCIATION
RE: 2022 COLA, HOLIDAY PAY, AND LIFE INSURANCE**

The City of Cotati ("City") and Cotati Police Officers' Association ("Association") (collectively referred to as the "parties") have met and conferred and hereby tentatively agree to the following side letter, subject to ratification by the bargaining unit and approval by the City Council of Cotati.

WHEREAS, the collective bargaining agreement between the parties, which expires June 30, 2024, provides for employees represented by the Association a cost of living adjustment of 2.5%, plus an equity adjustment of one-half percent (0.5%), for a total adjustment of three percent (3%) in July 2022;

WHEREAS, the annual (June to June) San Francisco Bay Area Consumer Price Index for Urban Consumers (CPI-U) was 6.8%, reflecting high inflation rates, which significantly exceeded the cost-of-living increase that employees will receive in the current fiscal year; and

WHEREAS, as a result of these extraordinary circumstances, the City is willing to increase the cost-of-living adjustment for Fiscal Year 2022-2023;

WHEREAS, the City is willing to increase life insurance on a City-wide basis;

NOW THEREFORE, effective upon City Council approval, the parties agree as follows:

1. Effective the first day of the pay period including August 9, 2022, salary schedules for represented job descriptions will be increased by one percent (1%). This is in addition to the two and one-half percent (2.5%) cost of living adjustment and one-half percent (0.5%) equity adjustment effective the first pay period in July 2022, which was previously negotiated and reflected in Section 7.01 of the 2019 Memorandum of Understanding between the parties.

The parties acknowledge and agree that this additional cost of living increase is on a one-time basis only, and shall not constitute, nor be considered as precedent-setting, nor be relied upon to assert a past practice supporting future payments.

2. Section 7.08 of the Memorandum of Understanding between the parties, entitled "Holiday Pay," will be amended as follows:

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~~ in the pay period when the holiday is accrued, based

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~~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 of the holiday pay based on the number of regularly assigned work hours during the pay period in which the holiday falls. An employee must be in full paid status in the pay period in which the holiday falls in order to receive holiday pay. 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 working an alternative work schedule shall be allowed to bank holiday hours at straight time for each holiday hour falling on a scheduled off-day, up to the scheduled hours typically worked on the day that the holiday falls. Holiday time accrued must be used prior to the end of the fiscal year in which it is earned. Unused, banked holiday hours as of June 30th of each year, and at separation from City employment, will be forfeited. It is the express intent of the parties that holiday bank hours will not be treated as vested vacation in accordance with Labor Code section 227.3. Full-time and part-time Community Service Officers shall be eligible for holiday time off as provided by the City's personnel rules.~~

3. Section 8.02 of the Memorandum of Understanding between the parties, entitled "Other Insurance," subsection "A," entitled "Life Insurance," will be amended as follows:

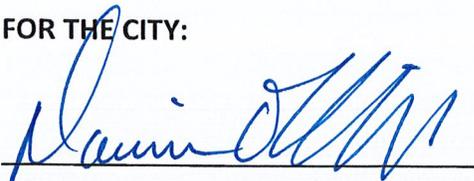
Section 8.02. Other Insurance

- A. Life Insurance: ~~Effective the first full pay period including August 9 in ,September 2022, the~~ City shall provide life insurance coverage in the amount of one hundred fifty thousand dollars (\$150,000) ~~\$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 the employee's eligible dependents.

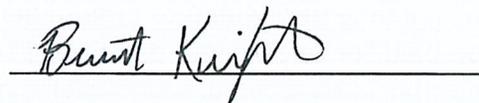
This side letter shall expire June 30, 2024, unless otherwise mutually agreed to by the parties.

SO AGREED:

FOR THE CITY:



FOR THE ASSOCIATION:



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Dated: 8/10/2022

Dated: 8/4/22

