

**MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA**

AND

**NAPA CITY EMPLOYEES' ASSOCIATION -
Service Employees International Union LOCAL1021,
CTW,CLC for
January 1, 2016 through December 31, 2018**

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MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA
And
NAPA CITY EMPLOYEES' ASSOCIATION
SEIU, LOCAL 1021, AFL-CIO

This Memorandum of Understanding (hereinafter MOU) is entered into pursuant to the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.), the City Charter of the City of Napa, and applicable ordinances and resolutions of the City of Napa, by and between the City of Napa (hereinafter "City") and "NCEA-SEIU, Local 1021," which is comprised of the Napa City Employees' Association (hereinafter "NCEA"), affiliated with Service Employees International Union, Local 1021, CTW, CLC (hereinafter "SEIU, Local 1021") (the entity comprised of "NCEA" and "SEIU, Local 1021" is hereinafter referred to as "NCEA-SEIU, Local 1021"). As a result of meet and confer sessions, the City and NCEA-SEIU, Local 1021 have agreed to the following:

Section 1. Recognition

Consistent with City Council Resolution No. 4851, the City has recognized NCEA-SEIU, Local 1021 as the certified employee organization representing all non-safety (i.e., non Police or Fire Service) employees, exclusive of: (1) those employees represented by the Association of Administrative, Managerial and Professional Employees of the City of Napa (AMP); (2) unclassified and part-time employees; and (3) personnel excluded under Section 3 of City Council Resolution No. 74-319, City Council Resolution No. 79-236 and City Council Resolution No. 83-64. As used in this MOU, "member" includes all classified employees regularly employed in a class listed in Exhibit A, attached hereto, and incorporated herein by reference.

Section 2. Term

The term of this Memorandum of Understanding shall be January 1, 2016 through December 31, 2018.

This Memorandum Of Understanding is intended to and shall supercede the parties' previous Memorandum of Understanding (City Agreement No. 2014-169) dated July 18, 2014.

Section 3. Compensation

3.1 Salary and Classification Pay Plan: It is the desire of the City to have a competitive Compensation Plan to maintain salaries and benefits at a level that attracts and retains quality employees. The parties agree that surveys of the salaries and benefits of employees performing comparable work for comparable agencies provide information useful in ensuring that the City continues to meet this goal. In 2015, the survey universe included the following cities: American Canyon, Antioch, Concord, Fairfield, Marin County, Martinez, Napa County, Petaluma, Richmond, San Rafael, Santa Rosa, Vacaville, and Vallejo. The parties will meet and discuss survey agencies, parameters, and methodology no later than eight months prior to the expiration of the MOU. Any surveys performed by the parties will be informational only.

The Salary table (attached in Exhibit A) identifies the salary range for the base salary for each member's classification. The salary table set forth on Exhibit A identifies the base salaries that are in effect as of January 1, 2016 (which incorporates a 2.92% increase from the base salaries last in effect in 2015). The City will implement additional increases to the base salaries set forth on Exhibit A, in the percentages set forth below, effective on the first full pay periods following the identified dates:

1/1/16 =	2.92%
January 1, 2017 =	3.08%
January 1, 2018 =	3.50%

Effective the second full pay period in January 2016, the salary schedule for public Safety Call-Taker, Public Safety Dispatcher I, Public Safety Dispatcher II, and Public Safety Dispatch Supervisor will be increased by 2.69%.

Effective the second full pay period in January 2016, the salary schedule for Water Treatment Facility Operator Trainee and Water Treatment Facility Operator will be increased by 1.15%.

3.2 Bilingual Specialty Pay.

1. The City shall designate assignments within each department or work location eligible to receive bilingual pay. NCEA–SEIU, Local 1021 may request additional positions be identified within departments or work locations. In addition, certain positions may require bilingual skills as a minimum qualification. Employees in such positions who are certified bilingual shall receive additional compensation as Bilingual Pay.
2. Certification and Eligibility. A request to be certified as bilingual must be approved by the Department Director and City Manager. The Human Resources Director shall schedule employee(s) for a bilingual proficiency examination as needed, but not more than once per quarter. The examination may be written and/or oral, depending on the need identified by the Department Director, and shall be administered by a trained bilingual professional designated by the Human Resources Director.

Upon successful completion of a bilingual proficiency examination an employee shall be certified as having bilingual skills, and if he or she occupies a designated assignment, will receive Bilingual Pay effective the beginning of the pay period following certification.

If more employees are certified bilingual than the number of designated assignments within a department or work location, employees will be assigned by seniority.

3. Use of Bilingual Skills. An employee certified bilingual and occupying a designated bilingual assignment or bilingual position may be required to interpret or translate for departments or work locations he or she is not regularly assigned to, provided the requesting department has obtained approval from the bilingual employee's supervisor. An employee certified bilingual and receiving Bilingual Pay may not refuse to interpret or translate. Except in the event of an emergency, a bilingual employee who is not certified bilingual shall not be required to interpret or translate.
4. Bilingual Pay Differential. An employee certified bilingual in written and oral skills will receive Bilingual Pay of four percent (4.0%) of the employee's base salary. An employee certified in oral skills will receive Bilingual Pay of three point five percent (3.5%) of the employee's base salary.
5. Termination of Bilingual Specialty Pay. An employee certified bilingual and receiving Bilingual Pay who transfers, promotes, is reassigned or is otherwise moved to an assignment or work location not designated as eligible for Bilingual Pay shall no longer receive Bilingual Pay effective the beginning of the pay period in which the move is effective. The City may also suspend Bilingual Pay when any of the following occurs:
 - (a) The employee is placed on extended leave, other than required under State and Federal law.
 - (b) The employee voluntarily requests to have the bilingual specialty assignment discontinued. In such case, the employee agrees to continue to participate in the bilingual specialty assignment for a period of sixty (60) days unless replaced or released by the City earlier.
 - (c) The employee is unable to meet the needs of the department and/or locations of the specialty assignment as determined by the City Manager or their designee.

6. Bilingual Pay is defined as compensation earnable to employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English as provided by California Code of Regulations, Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, Section 571(a) and (b) and/or the successors thereto.

3.3 Hazard Pay Differential. The City agrees to pay a Hazard Pay Differential to the following classifications:

Park Maintenance Workers assigned to tree crews: three percent (3%) of base salary

3.4 Notary Specialty Pay. The City agrees to pay a Notary Specialty Pay of two percent (2%) of base salary. The Notary Specialty must be an expressed need of the department by the Department Manager and any notary service provided shall be City-wide.

3.5 Emergency Medical Dispatch (EMD) Differential. Effective the pay period containing March 29, 2014, the 5% EMD differential will be rolled into base pay for members in the Call Taker, Dispatcher I & II, and Dispatch Supervisor classifications.

3.6 The City shall continue the pay plan for NCEA classifications, which contains a twenty percent (20%) salary spread for each class, in one percent (1%) increments.

3.7 Upon recommendation of the Department Manager and the approval of the City Manager, a member may be granted a performance bonus of two percent (2%), three percent (3%) or five percent (5%) of base salary only for special and outstanding performance in accordance with the City's Administrative Policy entitled "Criteria for Annual Performance Pay System." Such bonus will be paid in a one-time, lump-sum payment, generally within thirty (30) days of approval, and shall be provided to legal and required tax deductions.

3.8 Members hired prior to October 1, 1990 will continue to receive their performance evaluations and eligibility for consideration of a merit salary increase of up to seven percent (7%) of base salary on October 1 of each year, until they reach the top of their salary range, after which time such members will receive their performance evaluations on their anniversary date of employment with the City. Members hired on or after October 1, 1990, shall normally enter the salary plan at "A" Step. However, in special circumstances, with the recommendation of the Department Manager, the City Manager may assign a new member at any point within their respective salary range.

Members hired on or after October 1, 1990, as well as members who change positions for whatever reason, shall be reviewed for consideration of a merit pay increase within the salary range of up to seven percent (7%) of base salary after completion of probation. Members with a probation period of longer than six (6) months, including members whose probationary period is extended because their job is such that it requires a longer evaluation period, will be reviewed for consideration of a merit pay increase after six (6) months. Thereafter, members will be evaluated for consideration of merit pay increases annually until they reach the top of their respective salary range, after which time the members will receive their performance evaluations on their anniversary date of employment with the City. All merit salary adjustments shall be recommended by the member's supervisor and reviewed and approved by the Department Manager. Satisfactory performance should result in an increase within the specified range of four percent (4%) of base salary. Such increases shall not exceed the amount necessary to bring the salary to the top of the range except as allowed herein.

3.9 Performance deficiencies shall be brought to a member's attention in writing at the earliest possible time to allow the member to correct the issue in a timely manner. In the event a member's performance is evaluated at less than "satisfactory," and the member's merit salary adjustment is less than four percent (4%) of base salary, the member's performance will be re-evaluated within four (4) months thereafter and the member may be placed on a performance improvement plan. If at that time the member's performance is evaluated at "satisfactory" or better, the member will receive a merit salary adjustment in an amount which when added to the

earlier merit salary adjustment totals at least four percent (4%) of base salary. Members at the top step in their range, although not eligible for a merit salary increase, may request a similar re-evaluation.

- 3.10 Salary upon promotion. Upon promotion to another NCEA classification the City agrees to concurrently adjust the member's base salary by at least 5%; provided, however, that in no event shall a member's base salary exceed the top step of the new classification.

In cases where a member is promoted while receiving Out of Class or Acting Pay, the salary adjustment will be based on the member's base salary in the classification from which the member is being promoted (not including the out of Class or Acting Pay).

- 3.11 Salary upon advancement. Classes in a flexibly staffed series are those so defined by adopted class specifications. Advancement from one level of a flexibly-staffed series to the next level of a series (e.g., from OAI to OAI1) will be enacted in conjunction with a performance evaluation which documents attainment of the requisite experience, knowledge, skills, and abilities. The requirements for advancement within a flexibly-staffed series are those established by the adopted class specification. Upon such advancement, the City agrees to concurrently adjust the member's base salary by at least 5%; provided, however, that in no event shall a member's base salary exceed the top step of the new classification.

- 3.12 Effective Dates of Personnel Transactions. Effective with implementation of the IFAS Human Resources/Payroll system, employment transactions which affect a member's pay or retirement contributions (such as merit increases, promotions, transfers, reclassifications, starting and ending specialty pays, and non-hourly acting assignments) shall be effective the beginning of the pay period in which the transaction occurs.

- 3.13 California Class A or B Driver's License. An employee who possesses a valid Class A or Class B driver's license and who is in a classification which is periodically assigned to drive vehicles requiring a Class A or Class B license but which does not require a Class A or B license as part of its minimum qualifications will be paid a premium of \$15 per pay period (\$360/year) for the possession and use of the license. Members shall be enrolled in the City's DOT Drug and Alcohol Testing Program to be eligible to drive commercial vehicles requiring a California Class A license or Class B license.

- 3.14 Fire Investigation Team Pay. Fire Prevention Inspectors who are assigned by the Fire Chief to serve on the Fire Investigations Team will receive \$65 per pay period (24 times per year) for said assignment.

Section 4. Probationary Period

- 4.1 The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the worker's work, for securing the most effective adjustment of a new worker to a prospective position, and for rejecting any probationary worker whose performance is not satisfactory.
- 4.2 Pursuant to the City Charter, all original appointments shall be subject to a probationary period of six (6) months for unit members.

The Human Resources Director may, based upon the recommendation of the worker's supervisor, extend the probationary period for a period not to exceed six (6) months if:

- a) The worker marginally performed the necessary job functions and needs an additional six (6) months to bring performance to a satisfactory level, or
- b) The job is such that it requires a longer evaluation period. Employees in the classifications of Water Treatment Facility Operator, and Public Safety Dispatcher I, will normally have their probationary periods extended for an additional six (6) months (12 months total) because these positions require a longer evaluation period.

- 4.3 If a member's probationary period is extended due to the nature of the position (i.e., because the position is such that it requires longer evaluation period as described in Section 4.2 (b)), employees will be evaluated and considered for a step increase at six (6) months.
- 4.4 If a member is absent due to illness or injury for a period of two full workweeks or more during his or her probationary period, the period of absence will not count towards the completion of the employee's probationary period.

Section 5. Hours and Overtime

- 5.1 The City agrees to use 2080 as the standard annual number of work hours used in calculations for determining hourly rates of pay and any other calculations using annual work hours.
- 5.2 Overtime Defined: Overtime consists of hours worked in excess of the member's normal work day or normal work week, provided that in order to receive overtime compensation, the work must be required, authorized or approved by the unit member's immediate supervisor. Overtime hours shall accrue in one-half hour increments, provided that sixteen (16) minutes or more equals one-half hour for these purposes. For purposes of overtime computation, paid leave (i.e., vacation, sick leave, etc.) shall be considered hours worked. However, anyone receiving workers' compensation or SDI and is not able to work a full shift, is eligible to receive overtime based solely on "hours actually worked" (i.e., not for vacation or sick leave).
- 5.3 FLSA: If any overtime worked qualifies as overtime under the Fair Labor Standards Act, it is understood that the provisions of the Act shall control.
- 5.4 Overtime Computation: Each member entitled to overtime pay shall only receive an amount equal to one and one-half (1 1/2) times their regular rate of pay as defined by the Fair Labor Standards Act.
- 5.5 Compensatory Time Off (CTO): In lieu of overtime payment, members shall have the option of accruing compensatory time off (CTO) at the rate of one and one-half (1 1/2) hours of compensatory time off for each one (1) hour of overtime worked, unless the overtime hours are accrued as a result of an emergency situation. The City may offer voluntary scheduled overtime assignments on a payment-only basis before allowing members the option of accruing CTO. Members shall not accrue more than one hundred (100) hours of CTO. Members who exceed the maximum hourly amount of CTO shall receive pay in the pay period in which the overage occurs for all hours that exceed the maximum.

Members may elect to receive pay for up to fifty percent (50%) of their CTO balance each June. The City will send out notices on or before May 1 of each year providing members with a form to exercise this option. Members who are interested in exercising this option under this section must return the completed form to the Finance Department on or before May 16. Payment shall be made in the pay period that contains June 1. CTO balances of less than five (5) hours shall not qualify for this cash-out provision.

Effective Calendar Year 2016, there shall be no carryover of CTO, and all CTO balances will be automatically cashed out in the last paycheck of December each year.

Employees may elect to increase their deferred compensation contributions concurrent with the voluntary or mandatory cash out of CTO in a manner consistent with law and IRS Regulations. The City will notify members on or before May 1 and October 1 of the opportunity to increase their deferred compensation contributions.

CTOs shall be scheduled between the member and the member's Department consistent with operational needs and FLSA requirements, recognizing that CTO shall not be approved if the result will interfere with minimum staffing levels, provided that requests to use CTO shall not be unreasonably denied.

5.6 Standby Pay:

The City shall pay three hundred fifty dollars (\$350.00) per week stand-by pay to any member who is assigned to stand-by duty during the week. The City will fill standby assignments with volunteers when possible.

The City shall provide a cell phone or a cell phone stipend to such persons. Members on Standby are required to answer the phone when called and must respond to their regularly assigned work location within thirty (30) minutes. However, if the supervisor determines that the work can be completed remotely (e.g., IT), the member must begin working within twenty (20) minutes.

The standby assignment will be reassigned if the assigned member is off duty due to his or her own illness or injury during his or her regular shift immediately preceding a standby assignment. The assignment will revert to the original assigned individual as soon as the member is no longer on sick leave. [For example, if Member A is assigned to standby and is off on sick leave on Monday, the standby assignment will be reassigned to Member B for Monday. If the Member A returns to work for his or her regular shift on Tuesday, he or she will be on standby for Tuesday.]

Standby pay shall be pro-rated when the unit member assigned does not remain on standby for a full 7-day week.

As of the effective date of this MOU, the following divisions are subject to standby:

- Electrical Division
- IT Division
- Parks Division
- Streets Division
- Water Division

5.7 Call-Back and Minimum Overtime Pay - Non-Dispatch Personnel:

- (a) During the member's assigned work week, members shall be guaranteed a minimum of two (2) hours for work performed if the actual hours worked are not contiguous to any other period in which the member actually worked.
- (b) During the member's normal days off, or on any day when the member is on paid leave status, members shall be guaranteed a minimum of three (3) hours for work performed if the actual hours worked are not contiguous to any other period in which the member actually worked.
- (c) Members who are called back to work on a holiday beginning eight (8) hours following the member's last scheduled work hours and ending eight (8) hours prior to the member's first scheduled work hours, shall be guaranteed a minimum of three (3) hours.
- (d) If the member is called back again during the two (2) or three (3) hour minimum guarantee period, credit will be given for the time elapsed between calls and a new minimum credit period will begin, provided that in no case shall call-back credit exceed the number of hours existent in any one off-duty or stand-by period.

5.8 Call-Back and Minimum Overtime Pay - Dispatch Personnel. For Dispatch personnel, minimum overtime guarantees of three (3) hours on a day off or leave day and two (2) hours on a work day, for non-contiguous hours worked, applies to all overtime hired with less than seventy-two (72) hours notice by posting or by hiring. Overtime which is hired more than seventy-two (72) hours in advance of the work start time or posted more than seventy-two (72) hours in advance of the work start time will be compensated on an hour-for-hour basis.

The minimum overtime guarantee of three (3) hours or two (2) hours, whichever is appropriate according to the NCEA-SEIU, Local 1021 MOU, continues to apply to all mandatory situations without regard for the length of prior notice.

Should another work unit in the City, represented by NCEA-SEIU, Local 1021, encounter same or similar issues with regard to minimum overtime (as in dispatch, i.e., distinctions between forced and voluntary overtime), the City and NCEA-SEIU, Local 1021 agree to meet and confer about whether this MOU, or some other variation, will apply.

- 5.9 Court Subpoenas. A member subpoenaed to testify in court regarding City business during the member's regularly scheduled off-duty hours, shall be compensated at the overtime rate from the time of the subpoena or the time otherwise directed to appear until the time released by the Court, provided that the minimum compensation shall be for three (3) hours at the overtime rate if the subpoenaed time is three (3) or more hours prior to the beginning of a regular scheduled shift or if the member is released by the Court (3) or more hours following completion of the member's regular scheduled shift. If the subpoenaed time is less than three (3) hours prior to the beginning of a regular scheduled shift, or if the member is released by the Court less than three (3) hours following completion of the member's regular scheduled shift, the minimum compensation shall be for such actual amount of time less than three (3) hours. The City shall not be obligated to pay more than one (1) three (3) hours minimum to any one (1) member during any eight (8) hour period.

In the event the member is subpoenaed to testify in court regarding City business for a second (2nd) trial during such eight (8) hour period, a one (1) hour minimum shall apply, and the member shall have the option of returning from the court to the department at the conclusion of the first (1st) trial testimony to perform regular available work until the time of the second (2nd) subpoena.

If the member is canceled from court with less than forty-eight (48) hours notice of the appearance date, the member shall receive a minimum compensation of one (1) hour at the overtime rate. If the member is canceled from court with less than twenty-four (24) hours notice of the appearance date, the member shall receive a minimum compensation of two (2) hours at the overtime rate. If cancellation of court exceeds forty-eight (48) hours before the appearance date, the member is not entitled to any compensation.

- 5.10 Jury Duty. Members who are required by state and federal court to serve jury duty shall receive their regular straight time rate of pay. The time spent in awaiting impaneling for petit jury service or criminal grand jury service is to be considered covered time under this subsection. This language does not apply to members who volunteer to serve on a civil Grand Jury.

Members called for jury duty shall give the department reasonable advance notice by providing a copy of their original notice to appear. In departments where staffing is required twenty-four (24) hours a day, the department manager may contact the court to have the member excused. When this is not necessary or not possible, the member shall thereafter receive time off for jury duty as follows:

Day Shift:	Same day off
Swing Shift:	Same day off
Grave Shift:	Night before off

The City may require written verification of jury duty service.

Members who are either released from jury duty or not required to serve, shall return to their work site to complete any remaining portion of their work day (not including commute time), or may use vacation or CTO to take leave for the remaining portion of the work day. For example, a member is called to serve on a jury two hours from his or her work location. If the member is excused from jury duty less than two hours before the end of his or her scheduled work day, he or she need not return to work. However, if the member is excused from Jury Duty four hours from the end of his or her scheduled work day, he or she will either return to work for the remaining two hours or use 2 hours of leave time. (Total hours spent on jury duty and work not to exceed members normally scheduled work hours.)

5.11 Time Off to Attend Annual Service Awards Dinner. Members who are scheduled to work on the night of the Annual Service Awards Dinner and who will be receiving a Service Award shall be granted four (4) hours paid release time to attend the dinner, and upon request prior to the dinner will be allowed to take off the remainder of their shift using accrued paid leave. If a voluntary replacement cannot be located, the member will not be allowed the time off.

5.12 Maximum Working Hours and Time Off Between Shifts

- a. No member shall be required to work in excess of sixteen (16) consecutive hours. In emergency circumstances, this limit may be exceeded on a short-term basis.
- b. Members having worked twelve (12) consecutive hours or more must be allowed a minimum of eight (8) consecutive hours off, with no deduction from the member's leave balances, before an additional work assignment.
- c. Time Off Based on Unscheduled Overtime. Members shall be granted a paid rest period for unscheduled overtime (OT) as follows without affecting their normal pay:
 1. If OT worked is 4 hours or more and ends within 8 hours of the start time for the next regular shift, member returns to regular shift 8 hours after work assignment ends. If return time is within 3 hours of the end of the regular shift, member does not return to next regular shift.
 2. OT that starts within 4 hours of the start of the regular shift shall be held over and shall report to work for regular shift and will be released after a total of 10 hours is worked (OT plus regular hours).
 3. Members who would otherwise be released from work under this provision may be held over or called back in to work during the normal shift hours to respond to an immediate or emergency situation. If this occurs, hours worked during the "fatigue time" period will be paid at time and one-half.

Qualification for a paid rest period under this provision is based on actual hours worked and not on minimum call back hours recorded as OT.

Members will be allowed to use vacation or CTO in lieu of returning to work. Time off will not be unreasonably denied.

EXAMPLES

- Member's normal work shift is from 7 a.m. to 3:30 p.m. with a ½ hour lunch break. Member is called back to work at 9 p.m. and works until 2 a.m. Member is released from work until 10 a.m. (8 hours). [5.12.c.1]
- Member's normal work shift is from 7 a.m. to 3:30 p.m. with a ½ hour lunch break. Member is called back to work at 7 p.m. and works until 11 p.m. Member will return to work at the beginning of his or her regular shift.
- Member's normal work shift is from 7 a.m. to 3:30 p.m. with a ½ hour lunch break. Member is called back to work at 11 p.m. and works until 5 a.m. Member is released from work until 1 p.m. (8 hours). However, because there are fewer than 3 hours left in member's regular shift, he or she need not return to work. [5.12.c.1]
- Member's normal work shift is from 7 a.m. to 3:30 p.m. with a ½ hour lunch break. Member is called back to work at 4 a.m. Member will continue working at the start of his or her shift and will be released from work at 2 pm. (after 10 hours). [5.12.c.2]

This section does not apply to Dispatch or Water Treatment Operators.

Section 6. Shifts and Shift Differential Pay

6.1 Shifts Defined:

Shifts starting at 4:00 a.m. or later, but before 12:00 noon, are considered Day Shifts.
Shifts starting at 12:00 noon or later, but before 6:00 p.m., are considered Swing Shifts.
Shifts starting at 6:00 p.m. or later, but before 4:00 a.m., are considered Grave Shifts.

6.2 Rates of Differential Pay:

Differential Pay shall be calculated as a dollar amount. Differential pay shall be converted to an hourly rate, rounded to two decimal places, and calculated as follows: monthly base salary X shift differential % X 12 months ÷ 2080 = shift differential hourly rate.

Members working swing shift as defined in 6.1 above, shall receive a differential of 3.0%.

Members working grave shift as defined in 6.1 above shall receive a differential of 6.0%.

Shift differential will be paid on an hour-for-hour basis within each pay period.

6.3 Work Day Defined: For the purposes of computing compensation, each member's work day shall be considered as the 24-hour period starting with the beginning of the member's regularly assigned shift.

6.4 Shift Changes: The City shall not alter nor establish different shifts and work hours without first having given NCEA-SEIU, Local 1021 notice on the proposed change and an opportunity to meet and confer regarding those proposed changes. However,

- a) The City shall be entitled to make temporary changes in work hours to deal with temporary, sporadic or emergency City or member needs. Such changes shall be made to address business needs and shall not be made merely to avoid paying overtime. The City will give written notice to the affected member(s) (with copy to NCEA-SEIU, Local 1021) prior to the temporary shift change. This notice will include the timing and duration of the temporary shift change. Except in cases of emergency or business necessity, the City will issue the notice at least two (2) weeks prior to the beginning of the temporary shift change. Examples of business necessity are:
 - 1) Paving on a major street at night reduces traffic impacts and allows crews to be more productive and safer. Example – a water leak patch with temporary asphalt that is damaged in a rain event and scheduled to pave as soon as possible.
 - 2) Water work where the water needs to be shut off in a business district or for a large area.
- b) Further, the City shall be entitled to make involuntary changes in an individual's permanent shift assignment after meeting with each of the individuals concerned, and a representative of NCEA-SEIU, Local 1021. The City will give as much notice as possible prior to implementing a permanent shift change, with written notice at least thirty (30) days prior to the change, except in cases of emergency or business necessity.
- c) The notice requirements of this provision shall not apply to regularly scheduled, regularly scheduled rotational, or seasonal shift changes.

6.5 Alternate Work Schedules.

6.5.1 The City has established numerous work schedules, including 5/8 schedules, 4/10 schedules, 9/80 schedules and 12-hour schedules.

6.5.2 The City agrees to consider implementing modified work scheduled (i.e., 4-10, 9-80, flex time) at the request of member(s) or at the initiative of the City. Requests made by members shall not be binding upon other members. Initiatives of the City shall not be used to alter a Monday-Friday work week for those members who normally have that work week, provided however, that the foregoing does not affect those member

classifications for which a work week other than Monday-Friday previously has been utilized or for which such a work week may be appropriate in the future due to the needs of the City. Modified work schedules are subject to the approval of the Department Manager and the City Manager, with the needs of the City, service to the public and the needs of the member(s) being considered.

Section 7. Acting Pay

- 7.1 Acting Pay. A member temporarily assigned for two (2) weeks or longer to perform the full range of duties of a higher classification due to a vacancy or the temporary absence of the employee regularly employed in the higher classification shall receive Acting Pay. A member must meet the minimum qualifications of the higher classification, and will be assigned in writing by his or her supervisor.
- (a) Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and is computed at a rate within the salary range of the higher classification. Acting Pay shall be paid from the first hour of the acting assignment at a rate equal to the first step in the salary range for the higher level position which is at least five percent (5%) above the member's base salary provided, however, that in no event shall the salary paid to a member exceed the top step of the higher classification.
- (b) An acting assignment shall be limited to a term of six months unless an extension is approved by the City Manager or designee.
- 7.2 Out-of-Class Pay. A member who either (1) is temporarily assigned to perform additional duties outside the scope of the job specification of the member's regular classification, in addition to the member's regular job duties, or (2) is temporarily assigned to perform the full range of duties of a higher classification for at least two weeks or longer due to the vacancy or temporary absence of the member regularly employed in the higher classification but who does not meet the minimum qualifications of the higher classification will receive Out-of-Class pay at a rate at least five percent (5%) above the member's base salary. An Out-of-Class assignment for two weeks or longer must be approved in writing in advance by the City Manager or designee.
- 7.3 A member not so assigned but contending that they were assigned in a manner other than that described above or are performing a major portion of duties of a higher classification within the classified service may file a request with the Human Resources Director for Acting Pay or Out-of-Class Pay.
- 7.4 Merit increases in salary that occur, as provided in Section 3.8, while a member is assigned Acting Pay or Out-of-Class Pay shall be applied to the members base salary in their base classification. When a member in an Acting or Out of Class Pay assignment is promoted, the salary increase shall be calculated from base salary from the position the member is promoted from, in accordance with Section 3.10. and 7.1 and 7.2 .
- 7.5 Acting Pay and Out-of-Class Pay is defined as Temporary Upgrade Pay, which is compensation earnable to members who are required by the City to work in an upgraded position/classification of limited duration to the extent permitted by law.

Section 8. "Without Pay" Practices

The "Without Pay" policy for all members shall be as follows:

- 8.1 A leave of absence without pay may be granted by the City Manager upon thirty (30) days' advance written request of an employee and recommendation by the Department Manager. The requirement for thirty (30) days' advance written request may be waived in emergency situations at the discretion of the City Manager. Denial of such request is a management prerogative, and is non-grievable.

- 8.2 No employee benefits are accrued while on "without pay" status; but, when a member resumes work, their employee benefits (i.e. the City cost of providing health and welfare, insurances, vacation, sick leave, holidays, etc.) shall accrue, and, if resuming work on a part time basis, shall be prorated on an hour-for-hour basis.
- 8.3 No benefits shall be paid by the employer for the period of time while a member is on "without pay" status (health insurance, life insurance, dental insurance, holiday, etc.)
- 8.4 While a member is on Family and Medical Care Leave, CFRA Leave, Pregnancy Disability Leave or any other laws that may apply and is on paid status with the City, all benefits will continue to be paid to the same extent they would be if the member were working. When a member is on Family and Medical Care Leave and is on without pay status, the City contribution to group health insurance (Kaiser or any subsequent health care provider) and to dental insurance will continue as if the member were working. The accrual of City seniority will not be interrupted when a member is on without pay status during a Family and Medical Care Leave. However, all other provisions applicable to leaves of absence without pay as delineated in this MOU and/or Civil Service rules apply.
- 8.5 A member on "without pay" status shall compensate the City of Napa on a pro rata basis for any prepaid benefits (health insurance, life insurance, dental insurance, etc.).
- 8.6 No "without pay" shall be authorized to persons with probationary status unless recommended by the Department Manager and approved by the City Manager, it being understood that the probationary period shall be automatically extended by the number of days of absence.
- 8.7 "Without pay" shall be charged on an hour-for-hour basis.
- 8.8 If the "without pay" status includes or precedes a holiday, the member will not receive pay for the holiday, recognizing that Section 8.2 allows for the pro-ration of employee benefits, including holidays, for those members who are resuming to work on a part-time basis.

Section 9. NCEA-SEIU, Local 1021 Security

- 9.1. Deductions and Authorizations: The City agrees to continue to provide a combined deduction for NCEA and SEIU, Local 1021 regular dues and premiums for NCEA or SEIU, Local 1021 sponsored insurance from the salary of each member who shall have authorized such deduction in writing. It is understood and agreed by both the City and NCEA-SEIU, Local 1021 that the City accepts responsibility for maintaining such written, signed authorizations on file at all times, and that NCEA-SEIU, Local 1021 has the right to review all authorizations on file at any time. Flat rate deductions will be made on a monthly basis and percentage-based deductions shall be made on a bi-weekly basis. The City will continue to deduct SEIU, Local 1021 and NCEA dues separately. Such deductions shall be remitted to SEIU, Local 1021 monthly.
- 9.2 Agency Fee Deduction Process: Upon the effective date of this MOU, the City agrees to an Agency Fee provision, in accordance with State and Federal law, with automatic dues and agency fees deduction.
1. During the term of this MOU, every member in the representation unit covered by the Memorandum of Understanding (including any classifications, employees, or representation units added to the bargaining unit during the term of this MOU), with the exception of those persons who were non-members as of December 31, 1996, shall remain a member in good standing of NCEA-SEIU, Local 1021; or, pay to NCEA-SEIU, Local 1021 a monthly agency fee not greater than the amount chargeable to non-members for representation and bargaining services; or, in the case of a member who certifies that he/she is a member of a recognized religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, pay a sum equal to agency fees to one of the following organizations; (1) Napa-Solano United Way, (2) NEWS (Napa Emergency Women's Shelter), (3) or the Napa Food Bank.

2. Newly hired members shall comply with one of these requirements within fourteen (14) calendar days of starting employment with the City. The new hire list will be transmitted to the SEIU, Local 1021 office and the SEIU, Local 1021 Field-Representative with the notation of the new member's classification and department, along with the transmittal of the monthly NCEA-SEIU, Local 1021 dues. NCEA-SEIU, Local 1021 will provide information (including text, audio, or video) for distribution to new employees to the City in an electronic format indicated by the City. The City will distribute the complete information from NCEA-SEIU, Local 1021 as part of new employee onboarding. The City will notify the SEIU, Local 1021 Field Representative when new members have been oriented and NCEA-SEIU, Local 1021 may set up a meeting with those individuals to provide further explanation of the materials.
 3. The deductions in this Section 9 shall not apply during any period where a member is in an unpaid status, or does not have enough earnings to pay the dues or fees.
 4. This Agency Shop provision shall not apply to management, supervisory or confidential employees.
- 9.3 Involuntary Agency Fee Deductions: Pursuant to Section 9.2 hereof, the City shall deduct an agency fee from the salary of each bargaining unit member who NCEA-SEIU, Local 1021 advises the City in writing has not authorized a dues deduction or agency fee deduction in writing. NCEA-SEIU, Local 1021 represents that it has consulted with knowledgeable legal counsel and has developed a plan that it certifies satisfies all constitutional and statutory requirements. Annually, NCEA-SEIU, Local 1021 will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. NCEA-SEIU, Local 1021 will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker not chosen by NCEA-SEIU, Local 1021, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.
- 9.4 COPE Deductions. The City agrees to continue to provide a payroll deduction for members to make a voluntary contribution to the Committee on Political Education (COPE).
- 9.5 Indemnification, Defense and Hold Harmless: NCEA-SEIU, Local 1021 agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders, judgments, costs or attorney's fees brought or issued against the City as a result of the action taken or not taken by the City under the provisions of this Agency Shop agreement.

Section 10. Health and Welfare

- 10.1 During the term of this MOU, the City will continue to offer the Kaiser HMO and Western Health Advantage medical plans.

Effective July 1, 2015, for members enrolled in a City medical plan, the City will contribute either eighty-five percent (85%) of the Kaiser HMO monthly premium, or the following amounts, whichever is greater, based on the member's enrollment status:

<u>July 1, 2015 minimum City contribution:</u>	
Employee only	\$ 675
Employee plus one	\$1,350
Family	\$1,795

In each year of the MOU, members will contribute on a payroll deduction basis the amount of premium, if any, above the City's contribution.

- 10.2 Effective July 1, 2014, the City's monthly contribution to dental insurance premiums will be as follows:

Employee only	\$ 52.85
Employee plus one	\$ 89.86
Family	\$137.43

The City will continue to provide the plan known as "Delta Care" as an alternative dental plan. In the event that there are rate increases during the term of this MOU, members will contribute on a payroll deduction basis the amount of premium, if any, that exceeds the City's contribution.

- 10.3 The City reserves the right at any time during the term of this Memorandum of Understanding to change its insurance carriers, provided however, that the benefits of any new insurance plan shall be substantially equivalent to the benefits of the plan being replaced. If substantially equivalent benefits are not possible, the City agrees to meet and confer in advance with NCEA-SEIU, Local 1021 regarding a replacement insurance plan.
- 10.4 The City will pay the premium for a life insurance benefit of \$50,000 during employment of each member up to age seventy-five (75). On and after a person's seventy-fifth birthday, during employment the amount of life insurance benefit for which the City will pay the premium will be \$25,000. Upon separation from employment, former members shall be entitled to convert, at their expense, all or any portion of said insurance policy at the then existing individual premium rate, and shall not be entitled to payment of the premium by the City.
- 10.5 Members hired on or before June 30, 1984 shall be eligible for a City-paid life insurance benefit in the amount of Two Thousand Five Hundred Dollars (\$2,500) upon retirement, to age seventy (70). Members hired on or after July 1, 1984 shall not be entitled to this benefit.
- The City reserves the right to obtain an insurance policy for this purpose from an insurance carrier of its choice, or to self-fund this benefit.
- 10.6 Members shall have the option to purchase, solely at the member's expense, additional life insurance through the City's insurance broker, up to a maximum of two hundred fifty thousand dollars (\$250,000).
- 10.7 The City will place in a separate actuarial pool, all retiree life insurance premiums, regardless of who is paying the premium. (Reference MOU #4235, Section 14(e) dated 8-3-82).
- 10.8 The City will continue to provide, in lieu of coverage under a health plan provided by the City, a member who provides proof of coverage comparable to that provided by the City through a spouse or other source an in-lieu payment of five hundred dollars (\$500.00). Such payment will be either in cash or into the member's deferred compensation plan, at the member's option. The member must complete a form provided by the City's Finance Department. Re-enrollment in a plan provided by the City other than during the annual open enrollment period will be permitted only in the event of a significant personal event (i.e., death of a spouse, divorce, loss of spousal coverage, etc.), and will be subject to the requirements of the health plan provider.
- 10.9 The City will implement the provisions of Internal Revenue Service Code Sections 125 and 129, allowing payment of certain dependent and health care expenses on a pre-tax basis. The City will pay the administrative fees for the Flexible Spending Account.
- 10.10 The City and NCEA-SEIU, Local 1021 have a shared interest in exploring options to reduce the cost of City-provided medical and dental benefits. NCEA-SEIU, Local 1021 will participate in a Health Benefits Advisory Committee for the purpose of soliciting input for plan design and other plan options for the City's medical and dental plans. The committee shall be comprised of representatives from bargaining groups and management; committee meetings shall be held at a minimum on a quarterly basis; and the committee shall make recommendations to management for consideration and potential implementation. The recommendation of the Committee shall be advisory only.

The City will provide NCEA-SEIU, Local 1021 with notice and an opportunity to meet and confer in good faith prior to implementing any recommendations that fall within the scope of representation.

Section 11. Workers' Compensation Supplement

The City shall provide Workers' Compensation supplement, so that each member shall receive up to sixty (60) calendar days at full salary and benefits from a job-related injury.

Section 12. Retirement

During the term of this Memorandum, the City shall provide the following benefits through the Public Employment Retirement System (PERS):

- 12.1 Members shall be entitled to convert unused accumulated sick leave to service credit under PERS Section 20965.
- 12.2 Non-job related disability benefits providing for thirty percent (30%) of final compensation upon five (5) years of service with an improvement of one percent (1%) for each additional year to a maximum of fifty percent (50%), as provided for under Government Code Section 21298.
- 12.3 Military Service Credit: Military Service Credit refers to a maximum of four (4) years of service granted under this section. Entire cost (both employer and employee contributions) is the member's responsibility because the member's buy-back contribution is credited in its entirety to the member's account. This may be paid back on either a pre-tax or post-tax basis, at the member's discretion, per the City's current contract with PERS (amended 1996).
- 12.4 The City replaces the Basic Level of the 1959 Survivor Benefit to the 1959 Indexed level Survivor Benefit pursuant to Government Code Section 21574.5 (effective 9/25/01).

Based on State Law and prior negotiated Memoranda of Understanding, the following changes to retirement formulas have been enacted:

- 12.5 Effective December 1, 2003 the City will contract with PERS for the 2.5% @ 55 retirement benefit under Government Code Section 21354.4.
- 12.6 For Members hired on or before December 20, 2012, the City will contract with PERS for the 2.7% @ 55 retirement benefit under Government Code Section 21354.5. Members shall receive the single-highest year retirement benefit under Government Code Section 20024.2 for miscellaneous members.
- 12.7 For Members hired on or after December 21, 2012 who do not meet the definition of "new member" under Government Code Section 7522.04(f), the City will contract with PERS to provide the "two percent (2.0%) at age 60" retirement plan as specified in Government Code Section 21353, with a three-year average on final compensation as provided by Government Code Section 20037.

A "classic member" is defined as a member who was: a) a member of a public retirement system with less than a six-month break in service; or b) a member of a public retirement system with reciprocity; or c) a member of a public retirement system with a break in service of six-months or more, and returns to active membership in the same retirement system with the same employer.
- 12.8 Eligible Members hired on or after January 1, 2013, and who meet the definition of "new member" under Government Code Section 7522.04(f), shall be covered by the PERS retirement plan two percent (2%) at sixty-two (62) formula for local miscellaneous employees. The member's normal contribution rate towards this benefit shall be 50% of the normal cost. Final compensation shall be based on a three-year average.

A "new member" is defined as a member who was: a) not a member of a public retirement system prior to January 1, 2013; or b) a member of a public retirement system that is not subject to reciprocity; or c) a member of a public retirement system with a break in service of six-months or more, and returns to active membership in the same retirement system with a new employer.

12.9 The City shall deduct the member's entire normal contribution required by PERS ("Normal Contribution") on a pre-tax basis pursuant to IRC section 414 (h)(2).

12.10 The following provisions define the agreement between the parties under which members will pay a portion of the City's contribution towards PERS retirement benefits ("Employer Contribution"). The Employer Contribution is established annually by PERS and communicated to the City in October or November of the fiscal year prior to the effective date.

- a) The Members have agreed to share (50/50) the Employer Contribution as determined by PERS when the Employer contribution falls between thirteen percent (13%) and nineteen percent (19%) ("Employee Paid City Contribution").

For example, if the Employer Contribution for 2014 is 24%, the member will pay 3.0% of the Employer Contribution through payroll deduction ($3.0\% = (19\% - 13\%) / 2$). If the Employer Contribution is 16% the member will pay 1.5% of the Employer Contribution through payroll deduction ($1.5\% = (16\% - 13\%) / 2$). This subsection will become ineffective once the PERS contract amendment in subsection (b) is completed. [NOTE: This provision extends the suspension of the additional 1.5% PERS contribution until the modification of the PERS contract.]

In the event that the employees do not approve the PERS contract amendment, the percentage in this section will be modified and employees will pay the full 4.5% employee cost share effective July 1, 2016.

- b) The parties agree that the City will modify its contract with CalPERS to provide for a 4.5% additional Member Contribution over and above Normal Contributions. This means the additional member contributions will be deposited in the Member's account. The target date for completion of the contract amendment is July 1, 2016.
- c) Pursuant to Government Code Section 20516, all members will contribute the Employee Paid City Contribution of an additional 4.5% towards the employer rate effective the pay period closest to the date CalPERS amends the contract. This means that members will make an additional 4.5% contribution into their member account and will cease making the contribution in 12.10(a). The total member contributions for employees will be:

Tier 1 – 12.5% (8% plus 4.5%)
Tier 2 – 11.5% (7% plus 4.5%)
Tier 3 (PEPRA) – ½ Normal Cost plus 4.5%

- d) In the event that the combined contribution paid by the City and the Tier 1 Members falls below twenty-seven percent (27%), the City will amend its contract with CalPERS to reduce the Member contribution by one-half of the difference between the combined employer and member contributions and 27%. The reduction in the Employee paid City Contribution will be the same for all three Tiers.

For example, if the combined contribution paid by the City and the Tier 1 Members is projected to be 26% (e.g., Tier 1 Member contribution is 12.5% (8% Normal Contribution plus 4.5% additional contribution), and the City contribution is projected to be 13.5%), the City will amend its contract to reduce the member contribution by one-half percent (i.e., ½ of the difference between 27% and 26%).

The parties will review the City and Member CalPERS contributions annually and adjust the Employee Paid City Contribution up or down based on the foregoing.

- e) Except as otherwise provided by law, any future increases in the Employee Paid City contribution will be by mutual agreement only.
- f) The City shall deduct the member's entire contribution (including the Employee Paid City Contribution) on a pre-tax basis pursuant to IRC Section 414(h)(2). In the event that the City is precluded from collecting the additional contribution or is unable to make the deduction on a pre-

tax basis, the parties will immediately meet and confer to cure the defect. During that meet and confer process, the City shall instead reduce its contribution to health insurance under MOU sections 10.1 and 10.2 by an amount equal to the percentages identified in sections 12.10 (a) and (b) as the member's payment of the Employer Contribution, multiplied by the member's PERSable compensation, with any excess deducted from the member's paycheck.

- g) The City shall provide NCEA-SEIU, Local 1021 with a copy of the annual actuarial valuation provided by CalPERS and any other correspondence from CalPERS directly relating to the CalPERS contract covering members within five (5) business days of receipt.

12.11 The City will provide retiree's health insurance reimbursement (as described in the latter part of this provision) provided that the member meets and abides by all of the following qualifications:

1. For members hired on or before December 31, 2012, the member must have worked for the City a minimum of fifteen (15) years and taken a service retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City.

For members hired on or after January 1, 2013, the member must have worked for the City a minimum of ten (10) years and taken a service retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City.

2. The full cost of a retired member's participation in one of the medical plans will be deducted from the member's retirement check subject to item (4) below.
3. A retired member will no longer be eligible to participate in the City's medical plan should the member elect to be covered by another medical plan. Furthermore, it is agreed that a member who once waives his or her participation in the City's medical plan coverage that such waiver shall be irrevocable. Retired members who elect to be covered by a Kaiser individual medical plan or through an AARP-sponsored plan shall not be considered to have waived participation in the City's medical plan coverage.
4. The member will make a one-time irrevocable choice as to the supplemental payment by the City toward the retired member's medical coverage. A member hired on or prior to July 1, 1983 may choose to have the current plan described in Section 17, paragraph 17.1 (sick leave conversion to retiree medical coverage) or the member may choose the plan described below. This payment shall remain in effect for the life of the retiree only. The payment shall cease upon death of the retiree, re-employment of the retiree in a capacity where they again are earning a PERS retirement benefit, or the retiree fails to meet the other applicable conditions specified in this section. However, the retiree may elect to use this supplemental payment for another health plan provided they submit documentation that provides proof of paid health insurance coverage to the City of Napa Finance Department (annually) to verify that payments are being used to supplement the retiree's health care premiums. It will be the retiree's responsibility to maintain current addresses on record with the City of Napa. If checks are returned from the last designated address without correction from the retiree for more than two months, this shall result in cancellation of the supplemental payment. Appeals for reinstatement and/or back payments shall be made to the Finance Department with a final appeal to the City Manager.
5. Members who retire on or after July 1, 2010, will receive the sum of two hundred forty four dollars (\$244) per month.
6. The retired member must enroll in a Medicare supplemental insurance program when they become eligible for Medicare. The Medicare supplemental insurance premium, along with the cost of the retiree's private health plan, will become the new maximum that the City will pay up to in accordance with 12.11.5 above.

Section 13. Deferred Compensation

- 13.1 A Deferred Compensation Plan is available to all members of NCEA-SEIU, Local 1021. If a 401K Plan and Administrator are agreed upon by the City, at the City's option, the 401K Plan will additionally be offered to all members of NCEA-SEIU, Local 1021.
- 13.2 The City shall contribute fifty dollars (\$50.00) per month for each member to a City-provided deferred compensation account of the member's choice.
- 13.3 Effective the first pay period of July 2018, the City will make an additional one-time contribution of \$500 to the deferred compensation account of each member who was employed as of January 1, 2016 and remains employed on June 30, 2018.

Section 14. Vacation

- 14.1 Vacation shall be accrued as follows:

<u>Years of Service</u>	<u>Accrual Hours/Year</u>
0-3	85.71
4	104.00
5-9	137.14
10-12	154.28
13-16	171.43
17-19	188.57
20+	205.71

Accrual hours will be proportionally applied for work schedules other than forty (40) hours a week.

The maximum annual carry-over of accrued vacation will be two hundred eighty (280) hours (as of the last day of the pay period containing December 31 of each year) with an additional forty (40) hours for special purposes upon the approval of the City Manager. The City will send out notices in October of each year to all supervisors directing them to discuss with members, vacation leave balances which have the potential for exceeding the maximum annual carry over at the end of the year. Failure by supervisors to discuss the annual vacation cap with members shall not nullify the annual carry-over provisions of 280 hours.

14.2 Vacation Accrual Cap

- a) The maximum annual carryover of accrued vacation will be two hundred eighty (280) hours (as of the last day of the pay period containing December 31 of each year).
1. Members may accrue more than two hundred eighty (280) hours of vacation during the year, but vacation hours in excess of 280 ("excess hours") are not vested and may not be carried over into subsequent years.
 2. During the month of December, members will have the opportunity to donate any excess hours to the City's catastrophic leave bank.
 3. Except as provided in 14.1(b), below, all members with excess hours as of the last day of the pay period containing December 31 will have their accruals adjusted to 280 hours.
- b) The City Manager may approve an additional forty (40) hours of accrual for special purposes.
- c) The City will send out notices in October of each year to all supervisors directing them to discuss with members, vacation balances which have the potential for exceeding the maximum annual carryover at the end of the year. Failure by supervisors to discuss the annual vacation cap with members shall not nullify the annual carry-over cap of 280 hours.

Section 15. Holidays

15.1 The recognized holidays for all members except members in the Scale House Attendant classification shall be:

New Year's Day	Veterans' Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Floating Holidays (2)
Columbus Day	<i>(One in lieu of birthday; one in lieu of Admission Day)</i>

At such time as the City Council grants Cesar Chavez as a holiday for City employees then that holiday will also be added to Section 15.1.

Holidays for all members except those in the Scale House Attendant classification, the Water Treatment Facility Operator and the Public Safety Dispatcher Series shall be observed with the following provisions:

1. When a holiday falls on Sunday, the following Monday shall be observed.
2. When a holiday falls on Saturday, the preceding Friday shall be observed.
3. Except for members in the Scale House Attendant classification and the Community Service Officer, Water Treatment Facility Operator and Public Safety Dispatcher Series, when a member's regular day off falls on the regular day granted as a holiday, the day shall be converted to a floating holiday and scheduled pursuant to Section 15.4 below.
4. Floating Holidays shall be used in full-hour increments and shall be scheduled by mutual agreement between the member and the Department Manager. The Floating Holidays must be used as time off with pay, and members will not be granted additional pay in lieu of time off, except as provided below. Floating Holidays may not be carried over into a succeeding calendar year.

15.2 Holiday Pay for Dispatchers and Community Service Officers. The City shall have the right to schedule members in the Community Service Officers and Public Safety Dispatcher Series to perform regular duties on recognized holidays and to grant members in those classifications "holiday pay" in lieu of time off which will be paid in accordance with PERS rules. "Holiday pay" is defined as eight (8) hours of pay times the number of fixed holidays in a calendar year (i.e. the 12 holidays listed in Section 15.1). Pursuant to PERS's rules, Holiday Pay shall be paid during the pay period in which the holiday falls.

1. For members in classifications receiving "Holiday pay," holidays will not be counted as hours worked for purposes of calculating overtime (i.e., members will be paid straight time for hours worked on holidays that fall on their regularly scheduled workdays).
2. Members receiving Holiday Pay under this provision will continue to be entitled to two (2) 8-hour Floating Holidays each calendar year and may either be used as time off with pay pursuant to 15.1.4 or may be cashed out at the member's straight time rate. Floating Holidays may not be carried over into a succeeding calendar year.
3. The chart below summarizes holiday pay for Public Safety Dispatcher Series and CSO employees

HOLIDAY/WORK SCHEDULE	TREATMENT OF HOLIDAY PAY
Holiday falls on regular day off:	Member receives eight (8) hours of straight holiday pay, plus overtime for hours worked.
Holiday falls on scheduled work day and employee works:	Member receives eight (8) hours of straight holiday pay, plus straight time for hours worked.
Holiday falls on scheduled work day and employee does not work:	Member will receive eight (8) hours of straight holiday pay and will use appropriate paid leave to take the day off consistent with the paid leave provisions of this MOU.

15.3 Holidays for members in the Water Treatment Facility Operator Series shall be observed with the following provisions:

1. The City shall have the right to schedule members in the Water Treatment Facility Operator series to perform regular duties on recognized holidays and to grant pay in lieu of time off as specified herein.
2. Holidays will be recognized on the actual holiday. It is understood that this will not necessarily correspond with the day that other City employees are recognizing the holiday. For example, if New Year's Day falls on a Sunday, it will be recognized on a Sunday (not on the following Monday).
3. Members in the Water Treatment Facility Operator Series will continue to be entitled to two (2) 8-hour Floating Holidays each calendar year and may either be used as time off with pay pursuant to Section 15.1.4 or may be cashed out at the member's straight time rate. Floating Holidays may not be carried over into a succeeding year.
4. The chart below summarizes holiday pay for Water Treatment Facility Operators:

HOLIDAY/WORK SCHEDULE	TREATMENT OF HOLIDAY PAY
Holiday falls on regular day off:	Member has option of receiving eight (8) hours of straight holiday pay (payroll code: Holiday Earn 1.0) or eight (8) hours of straight CTO (payroll code: CTO HD 1.0), plus overtime for hours worked for CTO or pay.
Holiday falls on scheduled work day and employee works:	In addition to the member's regular straight time pay for the scheduled work day, the member will code twelve (12) hours of half time plus the member has the option of receiving eight (8) hours of straight holiday pay (payroll code: Holiday Earn 1.0) or eight (8) hours of straight CTO (payroll code: CTO HD 1.0),
Holiday falls on scheduled work day and employee does not work:	Member will receive eight (8) hours of straight Holiday Pay (payroll code: Holiday Earn 1.0) and will use four (4) hours of vacation or four (4) hours of CTO.

15.4 The recognized holidays for members in the Scale House Attendant classification shall be:

New Year's Day	Veterans' Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Easter Sunday*	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday (1) (<i>in lieu of Admission Day</i>)
Labor Day	
Columbus Day	*in lieu of Birthday Holiday

Holidays for members in the Scale House Attendant classification shall be observed with the following provisions:

1. Holidays will be recognized on the official holiday. It is understood that this will not necessarily correspond with the day that other City employees are recognizing the holiday.
2. Employees in the Scale House Attendant classification will continue to be entitled to one (1) 8-hour Floating Holidays each calendar year and may either be used as time off with pay pursuant to section 15.1.4 or may be cashed out at the employee's straight time rate. Floating Holidays may not be carried over into a succeeding calendar year.
3. The chart below summarizes holiday pay for Scale House Attendants:

HOLIDAY/WORK SCHEDULE	TREATMENT OF HOLIDAY PAY
Holiday falls on regular day off:	Member has option of receiving eight (8) hours of straight holiday pay (payroll code: Holiday Earn 1.0) or eight (8) hours of straight CTO (payroll code: CTO HD 1.0).
Holiday falls on scheduled work day when facility is open:	In addition to the member's regular rate of pay for the scheduled work day, member will be paid for eight (8) hours at the rate of time and one-half. For the eight (8) hours at the rate of time and one-half, member shall have the option of being compensated in either pay or compensatory time off.
Holiday falls on scheduled work day when facility is closed:	Member will receive eight (8) hours of straight holiday pay (payroll code: Holiday Earn 1.0) and will use two (2) hours of vacation or two (2) hours of CTO.

Section 16. Sick Leave

- 16.1 For members hired on or before July 1, 1983, that choose the sick leave conversion for retiree medical coverage benefit (refer to Section 12.12(4), the City shall compensate for unused sick leave upon retirement at the rate of one month's current single-party health insurance premium for each day of unused sick leave, so long as the amount contributed does not exceed actual premiums; provided however, that this benefit shall not be given for sick leave days used for the retirement credit provided for under Section 12.1. Retiree sick leave conversion benefits provided herein shall not require the City to pay premiums exceeding the single-party health insurance premiums for existing members as modified from time to time.
- 16.2 The parties agree that sick leave is provided as a form of insurance to protect the member during times of illness, injury, or family emergency as described in the City of Napa Civil Service Rules. It is not intended as a form of leave with pay to be used for personal or recreational purposes. Misuse of sick leave is understood to be a serious violation of City policy.

- 16.3 Once a year, during the month of December, members may convert from the twelve (12) days sick leave accrual to an eight (8) day sick leave and one (1) day vacation leave accrual.
- 16.4 Existing sick leave may be converted to vacation leave on a ratio of three (3) days sick leave to one (1) day vacation leave, with a maximum conversion of five (5) new vacation days per calendar year. Members wishing to exercise this option must so notify the Finance Department during the month of December. Conversion shall then become effective at the end of the pay period which contains January 1.
- 16.5 Members shall accrue twelve (12) days sick leave benefit each calendar year based upon a daily accrual rate (.26301 hours per day for those members on a 40-hour per week schedule). There shall be no limit to the number of hours a member may accrue during their employment with the City. Daily accrual rates are based on payroll calculation conversion to a 2080-hour annual work schedule.
- 16.6 Members hired after July 1, 1983 shall not be allowed to convert unused sick leave to paid-up health insurance upon retirement. Refer to Section 12.12.5 for applicable retiree medical coverage benefit.
- 16.7 State Disability Insurance (SDI) Integration:
1. State Disability Insurance (SDI) or Paid Family Leave (PFL) integration can, at the member's discretion, be made only when the member is off work because of illness or disability and is not performing any services for the City. If a member chooses not to integrate with SDI/PFL, the member will be placed on a leave of absence without pay and the City will designate the time as family leave under FMLA/CFRA.
 2. SDI/PFL integration will be made with accrued and unused sick leave first, and then, after exhaustion of all accrued sick leave, at the member's option, with accrued and unused vacation leave and/or accumulated CTO.
 3. SDI/PFL integration will be made with paid holidays.
 4. SDI/PFL integration will be made only when the combined total balance of the benefits to be integrated (i.e. sick leave, vacation, CTO) equals at least the number of hours which constitute the member's normal work day (i.e. 8 or other, as may be the case).
 5. The City will project the amount of SDI/PFL benefit to be received by an eligible member for the purpose of integration in accordance with the foregoing, and the member will provide the City with evidence of the SDI/PFL benefit received. The member should cash/deposit the SDI/PFL check(s) received.
 6. A member who does not wish to file for SDI/PFL, however, shall notify payroll and no such integration shall be made.
- 16.8 In the event a member becomes incapacitated by injury or illness for a period of two (2) or more days during the member's vacation period, such days of incapacitation may be converted to sick leave; provided however, that the City may require the member to provide medical substantiation of such incapacitating illness or injury.

Section 17. Bereavement Leave

In the event of a death in the immediate family of a member, the member shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled work days. Such bereavement leave shall not be deducted from any accrued leaves including vacation, CTO, and/or sick leave. The member may use five (5) days of sick leave in addition to bereavement leave, consistent with the time limitations for sick leave in the event of the death of an immediate family member.

For the purpose of this provision, the immediate family shall mean father, mother, brother, sister, spouse, registered domestic partner, child, parent of minor child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents and stepchildren where there is a child-rearing relationship. Upon reasonable belief that a member is using bereavement leave in a manner inconsistent with this section, the City shall have the right to request reasonable evidence to substantiate use of bereavement leave.

Section 18. Lay-Offs and Reduction in Force

If it becomes necessary, due to lack of funds, organizational change, or other cause to abolish or consolidate positions thereby resulting in an employee termination, the member(s) shall be notified of such possibility no less than sixty (60) days prior to the effective date. Member(s) shall be notified no less than forty-five (45) days prior to the effective date of any temporary layoff.

Section 19. Incentive Program

[NOTE: The Incentive Program (Program) described in Exhibit B is no longer in effect. The City and NCEA-SEIU, Local 1021 agree that the Program may be re-established by mutual agreement.]

An Incentive Program has been established by mutual agreement by the City and NCEA (reference MOU #4235, Section 22 dated 8-3-82). A description of said Program is contained in Exhibit B.

For the term of this Memorandum of Understanding, the total amount provided for this incentive program shall be \$20,000 per year.

The City Manager will have discretion over the implementation and administration of the incentive program, including, but not limited to, approval of any payments made thereunder.

If a member's incentive plan suggestion is not responded to within ninety (90) days after submission, the member may submit the suggestion to the City Manager.

Section 20. Residency

Within a reasonable period of time from the date of appointment, as established by the City at the time of hire, members shall be required to establish a bona fide residence in compliance with the requirements set forth below:

<u>Division/Classification</u>	<u>Requirement</u>
Street Division - all personnel	90 minutes
Electrical Division - all personnel	90 minutes
Fleet Division - mechanics	90 minutes
IT Division - radio technicians	90 minutes
Water Division – maintenance and treatment personnel	90 minutes
Dispatch - all personnel	60 minutes
Community Service Officers – all personnel	60 minutes

Positions not listed above shall not be subject to a residency requirement.

The City will provide NCEA-SEIU, Local 1021 notice and an opportunity to meet and discuss the appropriateness of applying a residency requirement to new job classifications or positions added to the bargaining unit, and the residency requirement for each (if any) shall become part of this bargaining unit's Memorandum of Understanding. The meet and discuss process will be part of the normal classification specification review process.

The City Manager shall retain the right to waive these requirements in cases of hardship when it is determined that the performance of City services is not compromised.

Any permanent employee who is a member of the bargaining unit as of October 1, 1997, shall not be required to come into compliance if this language is more restrictive than language contained in 1993-97 Memorandum of Understanding.

All members shall be required to maintain a current statement of residence in the Human Resources and Finance Departments.

Travel times for this provision will be established using Google Maps estimated travel times for noon on Monday to City Hall at 955 School Street, Napa, CA 94559. Travel time will exclude temporary changes, such as construction delays or temporary displacements due to natural disasters.

Section 21. Allowances

21.1 Uniform Allowance: The City agrees to the following uniform allowance:

Community Service Officer \$475/year cash allowance

Upon adoption of this MOU, the City will provide a newly hired Community Service Officer with two (2) long sleeve shirts, two (2) pants, one (1) jacket, and one (1) pair of boots in lieu of any initial allowance that was paid prior to this MOU. The Police Chief will designate uniform specifications and vendor.

Other NCEA members required to wear a uniform: A maximum of \$300/year allowance (non-cash) for purchase of non-safety uniform expenses (shirts and jackets) based on department specifications and budget availability. This allowance will be taxable and subject to PERS.

- (a) The City will provide uniforms for the Fire Prevention Inspectors. The Fire Chief will designate uniform specifications and vendors.
- (b) Uniform cash allowance shall be paid bi-weekly.
- (c) It is understood and agreed that the amount paid hereunder constitutes a reimbursement to members for expenses actually and necessarily incurred in the purchase, maintenance, and cleaning of the uniforms such members are required to wear.
- (d) The amount the City spends on uniforms and clothing provided to members is considered PERSable income. The dollar amount spent will be reported to PERS as income and the member will be responsible for the member portion of PERS on that amount.
- (e) The value of uniforms which can be worn in public as everyday clothing is considered taxable income and will be subject to withholding at the time the expense is incurred on the member's behalf.
- (f) Uniforms will be issued in accordance with City policy.

21.2 Tool Allowance:

- (a) The City agrees to the following annual tool allowance:

Mechanic \$600/year

- (b) Tool allowance shall be paid annually in the pay period containing July 15th.
- (c) It is understood and agreed that the amount paid hereunder constitutes a reimbursement to members for expenses actually and necessarily incurred in the purchase, upgrade and maintenance of tools in order to perform their duties.

21.3 Boot Allowance:

The City will reimburse specified members two hundred ten dollars (\$210) for purchase of safety toe footwear.

New members will receive an advance initial allowance of two hundred ten dollars (\$210). The boot allowance will be paid annually during the pay period that contains March 1st. Since verification that the allowance was used for a work related purpose is not required, the allowance is considered taxable earnings and will be subject to withholding when provided.

Members who receive boot allowance shall wear safety toe footwear consistent with City Policy (e.g. the footwear must be consistent with the policy and the member must wear them in a manner consistent with the policy).

21.4 Meal Allowance

- a. Each member who is directed to work overtime on an emergency or unscheduled basis and who works under the following conditions shall be provided a meal allowance of \$15.00 per meal:
 - 1. Works continuously two (2) hours or more immediately before or after his/her regular shift working day.
 - 2. Is called back to work outside of his/her working shift and works continuously for four (4) hours.
 - 3. Works continuously for an additional four (4) hours after a meal in subsections 1 and 2 above.
- b. Emergency or unscheduled overtime work is defined as overtime work that is not scheduled a minimum of eight (8) or more hours in advance of the overtime work.
- c. The supervisor will determine whether the member will be released from the job site without loss of compensation for up to one-half (1/2) hour to eat.
- d. A supervisor may determine the necessity of providing an actual meal during the working period. If an actual meal is provided, the member is not eligible for a meal allowance.
- e. The member will receive payment for meal allowances on the bi-weekly payroll for the pay period during which the emergency or unscheduled overtime was worked.

21.5 Tuition Reimbursement

Members shall be eligible for tuition reimbursement as provided in Policy Resolution 26. The maximum reimbursement that may be received by a member in one fiscal year shall be \$1,200.

The City will pay for certification/license training classes approved by the Department Head, and will provide members with time-off during normal working hours, to attend certification/license training classes approved by the Department Head.

21.6 Pants Allowance

For the term of this MOU, members working in the following job classifications will receive a maximum of \$200/year allowance (cash) for the purchase of work pants. This allowance will be taxable. The pants allowance will be paid annually during the pay period that contains July 1st.

Building Inspector

Senior Building Inspector

Construction Inspector

Senior Water Treatment Facility Operator

Control Systems Specialist	Street Field Supervisor
Custodian	Street Maintenance Worker I
Electrical Supervisor	Street Maintenance Worker II
Electrician I	Street Maintenance Worker III
Electrician II	Supervising Water Service Worker
Electrician III	Telecommunications Specialist
Heavy Equipment Operator	Telecommunications Technician
Maintenance Craftsworker	Water Conservation Specialist
Maintenance Laborer	Water Facilities Supervisor
Park Maintenance Worker I	Water Facility Worker I
Park Maintenance Worker II	Water Facility Worker II
Park Maintenance Worker III	Water Facility Worker III
Parks, Trees, and Facility Supervisor	Water Meter Specialist
Plant Maintenance Mechanic I	Water Services Worker
Plant Maintenance Mechanic II	Water Treatment Chief Operator
Plant Maintenance Mechanic III	Water Treatment Facility Operator
Plant Maintenance Supervisor	Water Treatment Facility Operator Trainee

Section 22. NCEA-SEIU, Local 1021 Business

- 22.1 a. The City will provide paid release time for a maximum of four (4) NCEA-SEIU, Local 1021 members for the purpose of meeting and conferring with the City concerning issues which may arise during the term of this Memorandum of Understanding. NCEA-SEIU, Local 1021 retains the right to determine which of the NCEA-SEIU, Local 1021 board members shall be their representatives for each meet and confer issue.
- b. NCEA-SEIU, Local 1021 member representatives (stewards) employed and recognized by the City shall assist members in resolving grievances at the lowest possible administrative level. These member representatives shall be afforded reasonable time for the investigation, and processing of grievances, for investigation of disciplinary actions, and to meet with management regarding such actions without loss of pay or benefits. The NCEA-SEIU, Local 1021 shall provide an updated list of stewards to Human Resources. Only stewards on the current list may be released under this provision or Section 22.2.
- c. NCEA-SEIU, Local 1021 will attempt to give the City enough notice to allow for scheduling and other operational issues to be taken care of in advance of needed release time. Such request for release time shall normally be made 24 hours in advance and shall include the location and area of activity, the approximate time needed, and the general nature of the NCEA-SEIU, Local 1021 business involved. The City will make all reasonable efforts to accommodate release time, but will have the right to deny release time if it appears that on-going operations will be unduly hampered or if it appears that excessive overtime will be required to fill in for an individual. In the event the City is unable to accommodate NCEA-SEIU, Local 1021's requests for release time for a specific representative and NCEA-SEIU, Local 1021 considers this specific representative vital to the issue scheduled for discussion, NCEA-SEIU, Local 1021 and the City will adjust the meet and confer schedule to better accommodate the member who cannot attend.
- d. For the purpose of meeting and conferring with the City concerning contract reopeners or a successor Memorandum of Understanding, the City will provide paid release time for all seven (7) members of the NCEA-SEIU, Local 1021 Board of Directors.

22.2 NCEA-SEIU, Local 1021 members shall be allowed to donate accrued vacation and CTO to a pool for use by NCEA-SEIU, Local 1021 Executive Board members and stewards. In addition, the City shall contribute 1 hour per pay period per 100 bargaining unit FTE's into the pool (e.g., if the unit includes 220 FTE's, the City will contribute 2 hours per pay period). The City will contribute the full annual accrual at the beginning of each calendar year based on the budgeted FTE's in the bargaining unit.

This pool of hours shall be available to NCEA-SEIU, Local 1021 Board members to conduct NCEA-SEIU, Local 1021 business independent of the right and obligation to represent NCEA-SEIU, Local 1021 members as outlined elsewhere in this MOU and as provided for in the Meyers-Milias-Brown Act.

Examples of covered events are:

1. City budget workshops and City Council Meetings that occur during work time
2. PERS training seminars
3. Personnel/Labor Relations and Practices training such as Liebert & Cassidy training
4. SEIU sponsored training
5. Steward's duties, including Steward's Council.

Designation of such leave usage shall be at the discretion of the NCEA-SEIU, Local 1021 Board. Leave usage forms will be initialed by the NCEA-SEIU, Local 1021 President or his/her designee.

There shall be an annual (calendar year) usage cap of two-hundred and eight (208) hours. Additional usage may be approved by the City Manager upon request. There shall be no cap on the number of hours that can accrue in or be donated to the pool.

Use of this time shall be subject to existing rules and practices for requesting vacation leave and shall not be unreasonably denied.

The record of such donations and usage shall be tracked by the Finance Department in accordance with existing practices and procedures for donating time to similar leave banks, and a report of the balance shall be provided to the NCEA-SEIU, Local 1021 on a quarterly basis.

22.3 Use of City Facilities. NCEA-SEIU, Local 1021 shall have the right to use City conference rooms and meeting facilities on the same basis as other governmental organizations. Use of non-public areas shall require prior authorization by the Department Head or designee. NCEA-SEIU, Local 1021 representatives shall have the right to contact individual members during their duty period for representational activities, provided that he or she notifies the Department Head or designee prior to such contact and such contact does not interfere with public service or safety requirements.

22.4 In accordance with City Council Resolution 2000-222, Council has provided for the use of space on the bulletin boards throughout City facilities for NCEA-SEIU, Local 1021. The placement or removal of information, letters, notices, agendas or other documents from such space is restricted to the NCEA-SEIU, Local 1021 Field Representative and his or her designee(s). NCEA-SEIU, Local 1021 may provide the City with up to four (4) locking bulletin boards (no larger than nine square feet) for the Community Service Building, City Hall, and two at the Corporation Yard. The City will install the locking bulletin boards in locations readily accessible to employees within sixty (60) days after delivery. The NCEA-SEIU, Local 1021 will maintain keys for these bulletin boards with one copy for each bulletin board maintained in the City Manager's office. In the event the City determines that any posting on a NCEA-SEIU, Local 1021 bulletin board violates City policy, the City may remove the information after notifying NCEA-SEIU, Local 1021 (business agent or

president) and requesting that it remove the material. The City may remove offensive or obscene material immediately upon notification to NCEA-SEIU, Local 1021.

- 22.5 Discrimination Against Employees for Participating in Union Activities Prohibited. The City of Napa fully supports City employees in their right to participate in the activities of NCEA-SEIU, Local 1021 and seek representation in matters of employer-employee relations. Consistent with MMBA Section 3506 and City Council Resolution No. 2000-222, Section A.2. - Employee's Rights - Non Interference, it is recognized and supported that employees shall not be interfered with, intimidated, restrained, coerced or discriminated against because of their decision to participate in those Union activities that do not violate City policies. Although this section is not grievable under Section 23 of the MOU, the City encourages and expects open communication of all involved parties to support resolution of any matters or concerns raised under this section.

The City and NCEA-SEIU, Local 1021 agree that examples of such activities include but are not limited to:

- Participating in NCEA-SEIU, Local 1021 leadership
- Serving as an employee representative
- Resolving differences through the grievance procedure
- Seeking advice/information from NCEA-SEIU, Local 1021 representatives

Section 23. Grievance Procedure

- 23.1 Definition: A grievance is any dispute which involves the interpretation application, or claimed violation of any provisions of this Memorandum of Understanding, which actually affects one or more members.

Disputes concerning reclassification (i.e., class study findings) or examinations (i.e., written test items) shall be processed in accordance with the rules of the Civil Service Commission (to the extent applicable) and shall not be considered grievances under the Grievance Procedure set forth herein.

- 23.2 A grievance shall be filed by the member at STEP 1 of the procedure within fourteen (14) business days from date the member reasonably should have learned of its occurrence. It is the intent of the parties to resolve such grievances at the earliest possible time and level of the Grievance Procedure.

- 23.3 Steps of the Grievance Procedure

STEP 1

The Grievant shall first attempt to resolve the alleged grievance through discussion with their immediate supervisor. The immediate supervisor shall respond in writing to the grievant's complaint within five (5) business days of the step one discussion. If the grievant is not satisfied with the outcome of these discussions, he/she shall submit in writing on the approved grievance form the following within ten (10) business days following the above-noted response to the Department Manager, with a copy to the Human Resources Director:

1. A statement of the alleged grievance
2. The specific section (s) of this MOU allegedly violated
3. The remedy requested.

STEP 2

The Department Manager shall investigate the facts pertinent to the grievance and report the conclusion to the member, NCEA-SEIU, Local 1021, Human Resources Director within ten (10) business days of the receipt of the member's grievance.

Following the fact-finding by the Department Manager, the grievant will meet within ten (10) business days with the Department Manager or designee, in an attempt to resolve the grievance.

The Department Manager or designee will indicate in writing their action and comments, and return a copy to the grievant within ten (10) business days of the Step 2 meeting.

STEP 3

If the matter is not resolved at Step 2, the grievant shall, within ten (10) business days of receiving the department's response, submit the grievance to the Human Resources Director, who will investigate and inform the grievant and NCEA-SEIU, Local 1021 of his or her decision, in writing, ten (10) business days of receipt of the grievance from the member.

STEP 4 - ARBITRATION

If the matter is not resolved at Step 3, NCEA-SEIU, Local 1021 shall, within ten (10) business days of receiving the Step 3 decision, notify the City Manager that it intends to submit the grievance to a neutral arbitrator. NCEA-SEIU, Local 1021's notification shall include a written statement of the grievance setting forth a clear and concise statement of the reasons for the appeal.

The neutral arbitrator shall be chosen by mutual agreement between NCEA-SEIU, Local 1021 and the City. In the event NCEA-SEIU, Local 1021 and the City cannot agree on a neutral arbitrator, they shall jointly request a list of seven (7) experienced and neutral Northern California arbitrators from the State of California Mediation and Conciliation Service. NCEA-SEIU, Local 1021 and the City shall meet within seven (7) calendar days after the list is available to select an arbitrator. In the event NCEA-SEIU, Local 1021 and the City cannot agree on an arbitrator from the list provided, they shall alternatively strike from the list until an arbitrator is selected. The first party to strike shall be determined by a coin toss, which can be accomplished either in person or over the phone.

Unless specifically modified by this MOU, the arbitration shall be subject to the requirements of California Code of Civil Procedure Part 3, Title 9, Sections 1280, *et seq.*, and the neutral arbitrator shall comply with the National Academy of Arbitrators' Code of Professional Responsibility for Arbitrators of Labor Management Disputes.

The fees and expenses of the arbitrator and the court reporter shall be shared equally by NCEA-SEIU, Local 1021 and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

After a hearing on the grievance, the arbitrator shall render a final and binding written award. In rendering an award, the arbitrator shall not add to, subtract from, change, or modify any provision of this MOU, and shall be authorized only to apply express provisions of this MOU to the specific facts involved and to interpret only applicable provisions of this MOU.

23.4 Disciplinary Appeals. Notwithstanding the definition of a grievance in 23.1, NCEA-SEIU, Local 1021 may also submit appeals of final Notices of Disciplinary Action for dismissal, demotion, suspension, or salary reduction to the Step 4 Arbitration process. NCEA-SEIU, Local 1021 must notify the City Manager in writing within ten (10) business days after the member's receipt of the final Notice of Disciplinary Action that it intends to move the disciplinary appeal to arbitration. NCEA-SEIU, Local 1021's notification will include a written statement of the appeal setting forth a clear and concise statement of the reasons for the appeal, and a signed waiver from the affected member indicating that he/she is electing to have the disciplinary appeal settled through binding arbitration in lieu of any alternative procedures described in section 23.5 below, including an appeal and/or hearing before the Civil Service Commission.

23.5 Alternative Procedures. Notwithstanding the arbitration procedure set forth above, for appeals of final disciplinary action a member may elect to utilize alternative hearing processes available pursuant to City Charter Section 76.1. A member electing such alternative procedures may not also utilize the Step 4 Arbitration procedures set forth in subsection 23.3 herein. Neither the member nor NCEA-SEIU, Local 1021 may elect such alternative procedures for non-disciplinary grievances.

23.6 General Provisions

A grievant may be represented at each meeting or hearing required as part of the grievance procedure, provided that there may not be more than one on-duty City member serving as such representative. Reasonable on-duty release time for the grievant will be provided for meetings or hearings required as part of the grievance procedure.

While it is permissible for either the affected member or the NCEA-SEIU, Local 1021 representative to initiate and pursue a grievance through Step 3 of this Grievance Procedure, the affected member and NCEA-SEIU, Local 1021 cannot both initiate and/or pursue a grievance on substantially the same matter (defined as a matter involving substantially the same set of individuals, facts, events or challenge to a specified provision of the MOU). Should both the member's grievance and NCEA-SEIU, Local 1021's grievance arise from substantially the same matter or conduct, the City will process NCEA-SEIU, Local 1021's grievance and the member's grievance will be deemed waived. Nothing in this paragraph is intended to prejudice NCEA-SEIU, Local 1021's ability to represent multiple members as part of the same grievance.

A grievance may not be advanced to Step 4 Arbitration by a member. A grievance may only be advanced to Step 4 Arbitration by NCEA-SEIU, Local 1021.

The time frames established in this policy may be extended upon mutual agreement of the parties. The term "day" used in this policy refers to business days, excluding observed holidays. Failure by the grievant to follow any time limits contained herein, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so extended, shall advance the grievance to the next step in the grievance procedure.

Section 24. Employee Personnel Files

Personnel files are maintained by the Human Resources Director for each employee. These personnel files are considered confidential and shall be made available only to the employee or to the City Manager or a concerned department manager or supervisor. Any other requests to review the contents of the file will only be considered if authorized in writing by the employee affected.

After a period of two (2) years, employees may file a request for sealing a written reprimand (exclusive of employee evaluations), provided there has been no repetition of the behavior giving rise to the disciplinary action, no additional reprimand or disciplinary actions for any other cause have been filed during the intervening two (2) years, and there is no legal impediment to complying with the request. Such requests shall be reviewed by the Human Resources Director who shall grant or deny the request based upon considerations of the severity of the original infraction, advice of the department manager and subsequent performance by the employee.

If the Human Resources Director, in concert with the department manager, does not grant such a request, the employee can appeal the decision to the City Manager. When filing such an appeal, the employee shall have the option of providing a written request of appeal, with all supporting documentation, or requesting an informal meeting where the employee shall have the opportunity to make an oral and/or written presentation to the City Manager. The decision of the City Manager shall be final.

Section 25. ADA

The City and NCEA-SEIU, Local 1021 recognize that the City has an obligation under the Americans with Disabilities Act (ADA) to meet with individual employees who allege a need for reasonable accommodation in the work place because of a disability. NCEA-SEIU, Local 1021 will be advised of any proposed accommodation prior to implementation, which is in potential conflict with this MOU or past practice on any wage, hour or working condition. NCEA-SEIU, Local 1021 will be afforded an opportunity to consult with the City about the impact of such accommodation(s). ADA complaints will be processed under the City's Discrimination Procedure.

Section 26. Finality of Provisions

- 26.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.
- 26.2 Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the period of the term of this Memorandum of Understanding, except regarding the interpretation of this Memorandum of Understanding. During the term of this Memorandum of Understanding, there will be no change in any benefit provided in this Memorandum of Understanding without the mutual consent of the City and NCEA-SEIU, Local 1021. There will be no change in any matter outside this Memorandum of Understanding but within the scope of representation without advance notice and an opportunity to meet and confer on such change. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during calendar years 2016, 2017 and 2018 with respect to any subject matter within the scope of representation for a proposed Memorandum of Understanding between the parties to be effective on or after January 1, 2019. In addition, the City and NCEA-SEIU, Local 1021 may, at any time, by mutual agreement, meet to address issues that may arise during the term of this MOU.

Section 27. Prior Agreements

The parties understand and agree that this Memorandum of Understanding supersedes all prior Memoranda of Understanding, amendments and sideletters thereto. The MOU also supersedes any rules, benefits, and practices, which are inconsistent with the terms of this Memorandum of Understanding. However, this MOU shall not supersede any ordinances, rules, benefits, or practices, which are consistent with its terms.

Section 28. Separability of Provisions

If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

Section 29. Employee Rights

Nothing in the Memorandum of Understanding shall be construed to deny an employee all applicable rights afforded by law.

Section 30. Management Rights

The City shall have management rights, including but not limited to the following, except as otherwise limited by this Memorandum of Understanding, State and Federal law, City ordinance, and City Charter.

To manage and direct its business and personnel; to manage, control and determine the mission of its Departments, divisions, committees, consultants, facilities, equipment and operations; to create, change, combine or abolish jobs, services and facilities in whole or in part; to assign or reassign employees to certain duties or shifts or from one existing duty schedule to another; to relieve employees from duty or to reduce or adjust such duties because of lack of work or other reasons considered by the City to be legitimate; to direct the work force, set standards of service and assign other additional duties as may be necessary or desirable to maintain the efficiency of City operations; to determine the number of employees needed and increase or decrease the work force; to hire, train, transfer, promote and demote employees; to determine the procedures and standards of selection for employment and promotion; to establish schedules of operations, work standards and reasonable workloads; to schedule working hours, shifts and overtime necessary to meet minimum manpower requirements and emergency conditions; to adopt rules

of conduct and penalties for violation thereof; to make reasonable rules and regulations pertaining to employees consistent with this MOU; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and service to be provided; to determine the methods, processes and means of providing services; to take all necessary actions to carry out its mission in emergency situations; to reorganize the administrative structure of City departments, except to the extent that any such reorganization effects the employment conditions of members as contemplated by State law to be within the scope of meet and confer.

Section 31. No Strike, No Lockout

The City will not lock out NCEA-SEIU, Local 1021 or any members thereof, and neither NCEA-SEIU, Local 1021 nor any members thereof will engage in, cause, or encourage any strike, slow down, concerted refusal to work, or other interruption of the City's operation.

Section 32. Effective Date

- 32.1 This MOU shall become effective upon ratification by the NCEA-SEIU, Local 1021 membership and approval by the City Council of the City of Napa, provided however, that unless otherwise specified herein, upon being signed, the effective date of this MOU shall be January 1, 2016.
- 32.2 The parties agree to initiate negotiations for a successor Agreement no later than July 1, 2018 and further agree to endeavor to arrive at a successor Agreement prior to the expiration of this MOU so that the terms of the new Agreement may take effect immediately following the expiration of this 2016-2018 MOU. The first item of business is to develop a set of ground rules for negotiations.
- 32.3 Upon expiration of this MOU, the terms and provisions herein shall continue in effect until a successor Agreement is reached.

Section 33. Labor Management Committee

The parties agree that Joint Labor Management Committees (LMC) can further the development of effective communications and relations between labor and management. The City agrees to hold City-wide LMCs with NCEA-SEIU, Local 1021. Meetings of the LMC shall be scheduled by mutual agreement and with advance notice of the issues to be discussed. The City shall provide release time for up to three (3) members attending the LMC and NCEA-SEIU, Local 1021 will identify the participants in advance.

Section 34. Contracting Services

No less than 60 days prior to the contracting of bargaining unit work or services which would result in the elimination of a bargaining unit position or in a reduction in the hours of a bargaining unit position, or as soon as possible in the case of an emergency, the city shall notify the NCEA-SEIU, Local 1021. The City Manager or designee shall provide the NCEA-SEIU, Local 1021 with information as to the scope of work to be contracted, the cost associated with those contracts, and the intended duration of the contracts. NCEA-SEIU, Local 1021 may request additional information as needed. This shall not apply to contracts which preceded the ratification and adoption of this MOU. Upon request of NCEA-SEIU, Local 1021, the parties will meet and confer on issues within the scope of bargaining concerning the proposed contracting out of work or services.

Effects bargaining. Where appropriate, the City will effects bargain on work that is being currently performed by City employees that is to be subcontracted and employees laid off.

Section 35. Reopener

FLSA. In the event that amendments to or judicial or administrative interpretations of the Fair Labor Standards Act and/or its regulations impose any new financial, staffing, or other increased obligations on the City, then the City has the right to reopen negotiations over any provision or practice inside or outside this contract, to recoup the added cost attributable to the NCEA-SEIU, Local 1021 bargaining unit. Language in this section shall be implemented in accordance with Section 32 (Finality of Provisions) of this MOU.

This Memorandum of Understanding is executed at Napa, California on this 15th day of June, 2016.

CITY OF NAPA LABOR NEGOTIATORS

Nancy Weiss
Nancy Weiss, Assistant City Manager

Charles Sakai
Charles Sakai, Renne, Sloan, Holtzman, Sakai

NAPA CITY EMPLOYEES' ASSOCIATION-
SEIU, Local 1021

Jennie Lathum
Jennie Lathum, President

Amanda Booker
Amanda Booker, SEIU Field Representative

Timothy Gonzales
Timothy Gonzales, SEIU Region A Director

John Stead-Mendez
John Stead-Mendez, Executive Field and Program Director SEIU Local 1021

ATTEST:
Dorothy Roberts
DOROTHY ROBERTS, City Clerk

COUNTERSIGNED:
Desiree Brun
DESIREE BRUN, City Auditor

For SASHA PAVASIAN, DEPUTY CITY AUDITOR

APPROVED AS TO FORM:
Michael W. Barrett
MICHAEL W. BARRETT, City Attorney

EXHIBIT "A"

NCEA-SEIU, Local 1021 MOU - EXHIBIT A JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES (AS OF 1/2/16)

Each "Job Title" listed below refers to a "classification" or "class" of member employees.

Each "Annual Min" and "Annual Max" listed below refers to the annual minimum and annual maximum, respectively, of the annual salary range for the base salary for the identified classification.

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
ACCOUNT CLERK I	45,001	54,358
ACCOUNT CLERK II	48,609	58,720
ACCOUNTING TECHNICIAN	57,682	69,702
ACCOUNTING TECHNICIAN-(ENTRY)	52,450	63,353
ACTING SYSTEMS ADMIN (NCEA)	87,108	105,229
ADMINISTRATIVE SECRETARY	61,561	74,347
ASSISTANT PLANNER	69,090	83,472
ASSOCIATE PLANNER - ACTING	78,159	94,422
BUILDING INSPECTION SUPERVISOR	89,287	107,860
BUILDING INSPECTOR	73,698	89,040
BUILDING INSPECTOR TRAINEE	63,159	76,319
CODE ENFORCEMENT ASSISTANT	51,386	62,080
CODE ENFORCEMENT OFFICER	66,689	80,551
COMMUNITY SERVICES OFFICER I	47,621	57,538
COMMUNITY SERVICES OFFICER II	51,360	62,042
CONSTRUCTION INSPECTOR	71,960	86,925
CONSTRUCTION INSPECTOR ASST	64,768	78,227
CONTROL SYSTEM SPECIALIST	70,441	85,094
CONTROL SYSTEM SUPERVISOR	77,514	93,647
CRIME ANALYSIS TECHNICIAN	59,368	71,764
CUSTODIAN	45,066	54,449
ELECTRICAL SUPERVISOR	77,514	93,647
ELECTRICIAN I	62,600	75,632
ELECTRICIAN II	67,312	81,317
ELECTRICIAN III	70,441	85,094
ENGINEERING AIDE	58,018	70,077
ENGINEERING ASSISTANT	76,423	92,323
EQUIPMENT MECHANIC	62,524	75,541
EQUIPMENT SERVICE WORKER	48,766	58,928
FIRE PREVENTION INSPECTOR I	65,158	78,708
FIRE PREVENTION INSPECTOR II	71,673	86,573
FIRE PREVENTION INSPECTOR III	78,825	95,231
FLEET SHOP SUPERVISOR	68,895	83,225
GRAFFITI REMOVAL WORKER	51,684	62,446
HEAVY EQUIPMENT OPERATOR	59,551	71,945
HOMELESS OUTREACH SPECIALIST	50,154	60,589
HOUSING SPECIALIST	53,956	65,183

HSNG REHABILITATION SPECIALIST	68,299	82,512
IMAGING CLERK	47,206	57,032
LABORATORY TECHNICIAN	62,055	74,957
MAINTENANCE CRAFTSWORKER	61,071	73,763
MAINTENANCE LABORER	33,512	40,489
MIS TECHNICIAN	63,561	76,774
OFFICE ASSISTANT I	40,859	49,348
OFFICE ASSISTANT II	44,987	54,346
OFFICE ASSISTANT II 37.5	42,185	50,945
PARK MAINTENANCE WORKER I	45,234	54,643
PARK MAINTENANCE WORKER II	51,684	62,446
PARK MAINTENANCE WORKER III	57,409	69,336
PARKS, TREES & FAC SUPERVISOR	69,195	83,589
PERMIT TECHNICIAN	55,915	67,586
PERSONNEL AIDE	49,284	59,551
PERSONNEL ASSISTANT	56,150	67,833
PLAN EXAMINER	81,070	97,944
PLANNING AIDE	54,566	65,911
PLANT MAINTENANCE ELECTRICIAN	70,441	85,094
PLANT MAINTENANCE MECHANIC I	61,445	74,217
PLANT MAINTENANCE MECHANIC II	65,638	79,305
PLANT MAINTENANCE MECHANIC III	68,921	83,263
PLANT MAINTENANCE SUPERVISOR	81,694	98,697
POLICE FORENSIC SPECIALIST	62,302	75,243
POLICE OFFICER TRAINEE	51,360	62,042
POLICE RECORDS ASSISTANT I	40,859	49,348
POLICE RECORDS ASSISTANT II	44,987	54,346
POLICE RECORDS SUPERVISOR	64,560	77,980
PS DISPATCH CALL TAKER	55,672	67,276
PUB SAFETY DISPATCH SUPERVISOR	73,447	88,745
PUBLIC SAFETY DISPATCHER I	61,272	74,007
PUBLIC SAFETY DISPATCHER II	66,827	80,738
PURCHASING ASSISTANT	57,682	69,702
PURCHASING/INVENTORY SPECIALST	57,682	69,702
RECEPTIONIST	40,301	48,687
RECREATION COORDINATOR	53,606	64,755
SCALEHOUSE ATTENDANT	42,871	51,788
SECRETARY	54,605	65,949
SENIOR BUILDING INSPECTOR	81,070	97,944
SENIOR ENGINEERING AIDE	63,548	76,761
SENIOR HOUSING SERVICES TECH	59,421	71,816
SENIOR OFFICE ASSISTANT	54,605	65,949
SR POLICE RECORDS ASSISTANT	54,605	65,949
SR WATER TREAT FACIL OPERATOR	78,825	95,231
STORESKEEPER	57,460	69,401
STREET FIELD SUPERVISOR	66,742	80,629
STREET MAINTENANCE WORKER I	46,596	56,293
STREET MAINTENANCE WORKER II	52,049	62,874
STREET MAINTENANCE WORKER III	57,409	69,336
SUPERVISING WATER SERVICE WRKR	64,366	77,774
TELECOMMUNICATIONS SPECIALIST	72,349	87,405
TELECOMMUNICATIONS TECHNICIAN	67,312	81,317
TELEPHONY SYSTEMS TECHNICIAN	67,312	81,317

WASTE PREVENTION REPRESENTATVE	56,735	68,532
WATER CONSERVATION REPRESENTVE	56,735	68,532
WATER CONSERVATION SPECIALIST	63,548	76,761
WATER FACILITIES SUPERVISOR	70,375	85,016
WATER FACILITY WORKER I	47,452	57,332
WATER FACILITY WORKER II	53,930	65,158
WATER FACILITY WORKER III	60,511	73,127
WATER METER SPECIALIST	62,796	75,854
WATER SERVICES WORKER	57,746	69,765
WATER SYSTEMS SPECIALIST	62,796	75,854
WATER TREATMENT FAC OPER TRAIN	62,769	75,819
WATER TREATMENT FAC OPERATOR	74,546	90,064

EXHIBIT B
INCENTIVE PROGRAM

EXHIBIT B

NAPA CITY EMPLOYEES' ASSOCIATION (NCEA)
INCENTIVE PROGRAM

[NOTE, see MOU Section 19: The Incentive Program (Program) described in this Exhibit B is no longer in effect. The City and NCEA-SEIU, Local 1021 agree that the Program may be re-established by mutual agreement.]

- I. PURPOSE: The purpose of this Incentive Program is to encourage employees to offer suggestions or submit ideas to the City in order that the City may utilize its resources in the most efficient manner.
- II. BASIS FOR AWARDS: Cash awards may be made, in the discretion of the City Manager, for suggestions or ideas submitted by members which improve organizational effectiveness and efficiency, or which result in a significant cost savings to the City.
- III. PAYMENT OF AWARDS:
 1. Cash incentive awards may be given in an amount up to 25% of the estimated amount of savings not to exceed \$2,000 per suggestion or idea, as determined by the Department Head in consultation with the City Manager, on a one-time only basis to an employee or team of employees per suggestion or idea. Appropriate tax deductions will be computed on any such cash award.
 2. Suggestions or ideas must be submitted in accordance with the following procedures hereinafter provided, and prior to June 30, 1986 and June 30, 1987, respectively, in order to qualify for a cash award under this Program.
 3. Cash awards, if any, will be made within a reasonable period of time after approval by the City Manager.
 4. For the term of this Program, the total amount provided for the Incentive Program shall be \$20,000.
 5. If the amount of \$20,000 as provided for herein for this Incentive program is exhausted prior to June 30, 1986 and June 30, 1987, respectively, as a result of payments to employees under this Incentive Program, the City Manager will seek approval of additional funds from the City Council for the payment of incentive awards as provided pursuant to this Incentive Program.
- IV. PROCEDURE FOR PARTICIPATING IN THE PROGRAM: Members may receive payments, in addition to regular salary, on the following basis:
 1. Suggestions or ideas submitted to the City which result in a significant demonstrated savings of money, increased productivity, or safety improvements to the City.
 - a. The suggestions or ideas must be in writing and be specific in detail. The suggestions or ideas submitted must be implemented in substantial part by the City.
 - b. The savings to the City as a result of the suggestion or idea submitted must accrue to the City within two years of the date the suggestion or idea was submitted by the member, unless otherwise approved by the City Manager.
 - c. Suggestions or ideas shall be presented to the employee's Department Head and they will discuss the suggestion or idea with the City Manager and Personnel Director. The City Manager will, in his/her discretion, determine the acceptability and feasibility of implementing the suggestion or idea.
 2. Participation in this Incentive Program shall not relieve any employee of his/her normal job responsibilities, nor permit the employee to utilize work hours for the purpose of participating in the program.

3. The City Manager shall have discretion over the implementation and administration of the Incentive Program, including, but not limited to, approval of any payments, and the amount of any such payments, made hereunder.



EXHIBIT "C"

YES! I want to JOIN NCEA-SEIU Local 1021! Member Application Payroll and C.O.P.E. (Committee on Political Education) Authorization



Please Print Clearly (ABOVE EACH LINE) using a black or blue ink pen

EMPLOYER NAME _____

FIRST NAME M.I. LAST NAME EMPLOYEE #

HOME ADDRESS _____

CITY ZIP CODE BIRTH DATE

() _____
CELL PHONE HOME EMAIL WORK EMAIL

() _____
WORK PHONE EXT. CLASSIFICATION/TITLE FT/PT

WORKSITE/LOCATION DEPARTMENT HIRE DATE

Pursuant to the Agreement between the Employer and NCEA-SEIU Local 1021, I hereby authorize you to deduct from my wages or salary and to transmit to SEIU 1021 the authorized membership dues, fees, service fee equivalent and/or contributions as certified by the Union. Contributions or gifts to NCEA-SEIU Local 1021 are not tax deductible as charitable contributions. However, they may be deductible as ordinary and necessary business expenses. Pursuant to state law and the current agreement between the Employer and NCEA-SEIU Local 1021, all employees represented by NCEA-SEIU Local 1021, as a condition of initial and continued employment, shall either join the Union or pay a service fee equivalent to fees/dues in lieu of membership. Service fee payers will not receive the rights and benefits of union membership. If such payments are not made by payroll deduction and forwarded to the Union each month, it is the obligation of the employee to make the payment directly to the Union.

SIGNATURE OF EMPLOYEE _____ DATE _____

YES! I WANT TO HOLD POLITICIANS ACCOUNTABLE!

COPE (Committee on Political Education) AUTHORIZATION

I hereby authorize my employer to deduct from my pay the sum of:

\$5.10 \$10.21 \$15 OTHER _____

To be deducted monthly in addition to the regular dues deduction as a voluntary contribution to SEIU COPE Political Action Fund and to forward the amount to SEIU Local 1021.

This authorization is voluntarily made. I understand that contributions to this fund are not a condition of membership in the Union nor of employment, and that SEIU Local 1021 will use the money it receives for member education, issue advocacy and make contributions and independent expenditures in connection with local, state and federal (through SEIU COPE) elections and ballot initiatives to the extent permitted by law. This authorization shall remain in effect until revoked by me in writing to SEIU Local 1021. Contributions to the SEIU Local 1021 COPE Political Action Fund are not deductible as charitable contributions for income tax purposes.

SIGNATURE _____ DATE _____

Processed by Union _____ Processed by Employer _____

EXHIBIT "D"

City of Napa Uniform/Apparel Policy

March 2010*

The purpose of this policy is to establish guidelines under which the City of Napa will provide clothing items for City of Napa employees in order to maintain consistency throughout all departments in regards to dress, and present a professional appearance to the public and fellow employees. This policy should be considered along with bargaining unit MOUs and other uniform information. This policy does NOT include items for the Police and Fire Departments which are considered specialty. This Policy excludes Safety items which will be provided as a standardized purchase as needed through direct purchase through the Purchasing Division.

General Guidelines:

Purchasing Division will solicit quotes from vendors for clothing items for City of Napa employees. Departments and Divisions will determine the safety and non-safety city apparel need based upon customer service needs and budget availability. This clothing will generally consist of T-Shirts, Sweatshirts, Jackets and Caps. No pants or jeans will be provided. This purchased clothing will be the "Uniform" for the City.

Special Orders - In addition to the regular city order described above, departments may place a special order for clothing for any city employee who is not eligible to receive clothing paid for by the city, but wants to purchase items at their own expense. Department managers will be required to collect monies to pay for items in the special order prior to it being placed.

Eligibility

All city employees who are present in the field and have regular contact with City of Napa citizens may be required to wear a "Uniform" which will clearly display the City of Napa LOGO and/or display City of Napa verbiage on the front or back of the clothing item. Actual eligibility will be determined by department and division managers or their delegate and generally follow specific job classes. The City of Napa will purchase clothing items at city expense.

Excused Situations

The following is a list of situations where the employee may be excused from wearing the City uniform that has been assigned to him/her.

- Excused by a physician with proper medical certification.
- Excused by a manager. The manager shall insure that the employee is not assigned a task that requires a uniform.

Shirts

All standard uniform shirts must have the City logo and the employee's department on the front of the shirt. All T-shirts, polo shirts and sweatshirts **must** be purchased through the City's preferred vendor to insure a consistent color and scheme so as to provide uniformity and professionalism to the uniform attire. The City approved Vendor will be determined by the Purchasing Services Manager with input from departments. T-shirts, polo shirts and sweatshirts when worn must be clean, not faded, and in good condition, (no stains, holes, tears, etc.). When authorized by the Department's Director, a mix of approved uniforms may be worn within the department. The City of Napa logo and the department name appear in black, white or blue as designated by the departments.

Coveralls

Disposable coveralls in sizes large enough to fit over employee's regular clothing will be made available through a preferred vendor.

*(completed Meet and Confer process with NCEA, March 4, 2010. See NCEA Side letter No. 12)

Headgear

All City employees who work in the field will be furnished with City provided protective headgear. When working in areas where protective headgear is not required or in a position where protective headgear is not required, employees are eligible to receive City provided baseball caps as determined by the departments.

Cold Weather Clothing

All employees who work in the field may be provided a safety jacket as part of the uniform. Jackets are to be provided solely by the City's uniform supplier selected by the Purchasing Services Manager and must have the employee's department and the City logo on the front. No other emblems or logos are to be added to this garment at any time unless issued by the City. Jackets are to be replaced when it is determined by a manager of the department that it is in a worn condition or not presentable to the public. A replacement jacket is to be the same style as the one being replaced. To receive a replacement jacket, the old jacket must be turned in to the department manager. Lost jacket replacement will be at the employee's expense. If an employee chooses to wear his/her own jacket, sweatshirt, vest, or other appropriate cold weather clothing, this clothing shall be free of any emblems or logos other than a small logo of the clothing manufacturer.

Selection of Items to be ordered:

A committee consisting of the Purchasing Services Manager and several department managers who are affected by the uniform policy will agree upon specific items to be included in the offering of employee clothing. The meeting of the committee will be called by the Purchasing Services Manager approximately 45 days prior to anticipated order placement. Committee members will review recommendations of the Purchasing department and other departments requiring changes/additions. The review will be as to type of item (shirt, sweatshirt, jacket, etc.), color or variety of colors and quality. If possible, the Purchasing department will obtain samples of items to facilitate the review. Any changes to the offering will be reviewed and agreed upon in advance of the semi-annual ordering period. The Committee can also meet to review other issues relating to employee clothing including making recommendations for total expenditure by item and by employee

The Ordering Process:

Approximately one month prior to the semi-annual order placement, the purchasing department will send an email to department managers and directors providing a spreadsheet to use for the order process and the deadline for submission to the Purchasing Services Manager. Generally, orders will be placed in October (to allow for ordering of winter clothing items) and April (to allow for ordering summer clothing items). The actual clothing order does NOT have to follow seasonal trends and any item can be ordered as needed. After receipt of the spreadsheets from each department the Purchasing Department will prepare a quotation and distribute to acceptable sources of supply. Upon return of the quotes an order will be placed with the vendor that provides the best value and a copy of the spreadsheet will be returned to the departments showing the actual cost per item, per employee.

Maintenance and Replacement

Purchasing multiple quantities of each item on a semi-annual basis should assure each employee has available quality clothing on an on-going basis. Each City employee is responsible to maintain each uniform item by keeping them properly laundered and having no tears. Should the employee and his supervisor feel replacement of an item is warranted prior to the semi-annual order period, the replacement will be supplied from extra inventory carried in the department or a special order will be placed. The supervisor, at his discretion, may direct the employee to turn in any unusable item prior to receiving a replacement.

Payroll Reporting

A copy of the apparel spreadsheet will be supplied to the Finance Department – Purchasing Division to record employee PERS responsibility. The specifics of PERS and uniform cost are covered in each bargaining units MOU (Memorandum of Understanding).

There will be a maximum \$300/yr allowance (non cash) for the purchase of non safety uniform expenses based on department specifications and budget availability. The allowance will be taxable and subject to PERS.

**CITY OF NAPA
UNIFORM POLICY – PAYROLL REPORTING**

Work Unit (NCEA)	Annual Cash Amount	Uniform/laundry service provided by City	Cash allowance thru payroll	Payroll frequency			Taxable (Fed, State, Medicare & SDI)	Notes
				AS400	IFAS	PERSable		
Community Service Officers	\$475	no	yes	2 times/per yr	bi-weekly	yes	yes	1
Parking Enforcement Officers	\$475	no	no	n/a	bi-weekly	yes	yes	1
Fleet		yes	no	n/a	n/a	yes	no	
Safety Boots								
2010	\$180	no	yes	Annually	Annually	no	Yes	2
2011	\$190	no	yes	Annually	Annually	no	Yes	2
Shirts/Jackets		Yes (up to \$300/yr)	no	n/a	n/a	yes	Yes	3

Notes:

- 1 Receipts are not required to verify that allowance was used on uniform therefore the amount is taxable.
- 2 Safety items are not PERSable however since receipts are no longer required the allowance is taxable to employee.
- 3 Clothing can be worn in public as everyday clothing therefore the value is taxable.