

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

AND

**NAPA CITY EMPLOYEES' ASSOCIATION
SEIU, LOCAL 1021, AFL-CIO
For
January 1, 2012 through December 31, 2013**

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SEIU, LOCAL1021, 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 the Napa City Employees' Association, Service Employees International Union, Local1021, AFL-CIO, CLC (hereinafter NCEA). As a result of meet and confer sessions, the City and NCEA have agreed to the following:

Section 1. Recognition

The City has recognized NCEA as the certified employee organization representing all non-safety (i.e., non Police or Fire Service) employees, including the position of Parking Enforcement Officer, exclusive of: (1) those employees represented by the Association of Administrative, Managerial and Professional Employees of the City of Napa (AMP); (2) heads of department; and (3) personnel excluded under Section 3 of Resolution No. 74-319 as it has and continues to exist since July 1, 1977.

Section 2. Term

The term of this Memorandum of Understanding shall be January 1, 2012 through December 31, 2013.

This Memorandum Of Understanding is intended to and shall supercede the parties' previous Memorandum of Understanding (City #6711C) dated April 28, 2003.

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. Historically, the survey universe included the following cities: Fairfield, Hayward, Livermore-Pleasanton, Newark, Petaluma, Richmond, 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.

Salary tables are attached in Exhibit A. There shall be no increases to base salaries during the term of the MOU.

3.2 At the request of any employee currently working a 37.5-hour work week, the employee's work week shall be converted to a 40-hour work week. Salary/salary range shall be adjusted by 6.67% to compensate for the additional hours the employee will be working. Existing leave balances for sick leave and vacation shall be re-factored to reflect an 8-hour daily accrual rate. Employees hired after January 1, 1998 in these classifications shall be hired at the 40-hour per week schedule and salary range.

3.3 Bilingual Specialty Pay.

1. The City shall designate assignments within each department or work location eligible to receive bilingual pay. NCEA 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. 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 Title 2 of the California Code of Regulations, Section 571(a) and (b) and/or the successors thereto.

- 3.4 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%)
- 3.5 Notary Specialty Pay. The City agrees to pay a Notary Specialty Pay of two percent (2%). The Notary Specialty must be an expressed need of the department by the Department Manager and any notary service provided shall be City-wide.
- 3.6 Emergency Medical Dispatch (EMD) Differential. Employees performing EMD duties shall receive a differential of five percent (5%).
- 3.7 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.
- 3.8 Upon recommendation of the Department Manager and the approval of the City Manager, an employee may be granted a performance bonus of two percent (2%), three percent (3%) or five percent (5%) of regular 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.
- 3.9 Employees 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%) on October 1 of each year, until they reach the top of their salary range, after which time such employees will receive their performance evaluations on their anniversary date of employment with the City. Employees 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 employee at any point within their respective salary range. Such employees hired on or after October 1, 1990, as well as employees 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%) after completion of probation (employees with a probation period of longer than six (6) months will be reviewed after six (6) months) and annually thereafter until they reach the top of their respective salary range, after which time the employees will receive their performance evaluations on their anniversary date of employment with the City. All merit salary adjustments shall be recommended by the employee'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%). Such increases shall not exceed the amount necessary to bring the salary to the top of the range except as allowed herein.
- 3.10 Performance deficiencies should be brought to an employee's attention at the earliest possible time. In the event an employee's performance is evaluated at less than "satisfactory," and the employee's merit salary adjustment is less than four percent (4%), the employee's performance will be re-evaluated within four (4) months thereafter. If at that time the employee's performance is evaluated at "satisfactory" or better, the employee will receive a merit salary adjustment in an amount which when added to the earlier merit salary adjustment totals at least four percent (4%). Employees at the top step in their range, although not eligible for a merit salary increase, may request a similar re-evaluation.
- 3.11 Salary upon promotion. Upon promotion to another NCEA classification the City agrees to concurrently adjust the employee's salary by at least 5%, not to exceed the top step of the new classification.
- 3.12 Salary upon advancement. Advancement from one level of a flexibly-staffed classification to the next level of a flexibly-staffed series (i.e. from OAI to OAI) 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 employee's salary by at least 5%, not to exceed the top step of the new classification.

- 3.13 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.
- 3.14 California Class A or B Driver's License. A differential of 5% of the employee's base salary will be paid to those employees assigned to drive vehicles requiring possession of a valid California Class A license or Class B license when this responsibility is not a part of the employee's regular class specification. Differential pay will be paid by the hour based on the hours actually performing the duties requiring a California Class A license or Class B license. Employees 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.

Section 4. Reopener

- 4.1 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 bargaining unit. Language in this section shall be implemented in accordance with Section 32 (Finality of Provisions) of this MOU.

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 employee'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 employee 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, employees shall have the option of accruing compensatory time off 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 employees the option of accruing CTO. Employees shall not accrue more than one hundred (100) hours of CTO; provided, however, that Public Safety

Dispatchers I and II shall be allowed to accrue up to one hundred twenty (120) hours of CTO, and Supervising Public Safety Dispatchers shall be allowed to accrue up to one hundred sixty (160) hours of CTO. Employees who exceed the maximum hourly amount of Compensatory Time Off shall receive pay in the pay period in which the overage occurs for all hours that exceed the maximum. Employees may elect, twice each calendar year, to receive pay for up to fifty percent (50%) of their Compensatory Leave balance. Compensatory Leave balances of less than five (5) hours shall not qualify for this cash-out provision. The City will send out notices on or before November 1 and May 1 of each year providing employees with a form to exercise this option. Employees who are interested in exercising this option under this section must return the completed form to the Finance Department on or before November 16 or May 16, respectively. Payment shall be made in the pay period that contains December 1 or June 1, respectively.

Compensatory time off shall be scheduled between the employee and the employee'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 dollars (\$300.00) per week stand-by pay to any bargaining unit member who is assigned to stand-by duty during the week. Effective the pay period containing July 1, 2013, 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 shall provide a cell phone or a cell phone stipend to such persons. Standby pay shall be pro-rated when the unit member assigned does not remain on standby for a full 7-day week.

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

- (a) During the employee's assigned work week, bargaining unit 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 employee actually worked.
- (b) During the employee's normal days off, or on any day when the employee is on paid leave status, bargaining unit 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 employee actually worked.
- (c) Bargaining unit members who are called back to work on a holiday beginning eight (8) hours following the employee's last scheduled work hours and ending eight (8) hours prior to the employee's first scheduled work hours, shall be guaranteed a minimum of three (3) hours.
- (d) If the bargaining unit 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 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, 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 agree to meet and confer about whether this agreement, or some other variation, will apply.

- 5.9 Court Subpoenas. An employee subpoenaed to testify in court regarding City business during the employee'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 employee is released by the Court (3) or more hours following completion of the employee'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 employee is released by the Court less than three (3) hours following completion of the employee'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) employee during any eight (8) hour period.

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

- 5.10 Jury Duty. Employees who are required to serve on petit jury duty or a criminal grand jury 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 employees who volunteer to serve on a civil Grand Jury.

Employees 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 employee excused. When this is not necessary or not possible, the employee 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.

Employees 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. (Total hours spent on jury duty and work not to exceed employee's normally scheduled work hours.)

- 5.11 Time Off to Attend Annual Service Awards Dinner. Employees 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 employee will not be allowed the time off.

5.12 Maximum Working Hours and Time Off Between Shifts

- A. No employee 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. Employees having worked twelve (12) consecutive hours or more must be allowed a minimum of eight (8) hours off, with no deduction from the employee's leave balances, before an additional work assignment.

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.

Employees working swing shift as defined in 6.1 above, shall receive a differential of 2.55%.

Employees working grave shift as defined in 6.1 above shall receive a differential of 4.0%.

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 employee's work day shall be considered as the 24-hour period starting with the beginning of the employee's regularly assigned shift.

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

The City shall be entitled to make temporary changes in work hours to deal with temporary, sporadic or emergency City or employee needs. 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.

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

Section 7. Acting Pay

- 7.1 Acting Pay. An employee temporarily assigned 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. An employee 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 at least five percent (5%) above the employee's regular base salary, but not to exceed the top step of the higher classification.
- (b) An acting assignment shall be limited to a term of six months. An extension of an acting assignment must be approved by the Human Resources Director.
- 7.2 Out-of-Class Pay. An employee who either (1) is temporarily assigned to perform additional duties outside the scope of the job specification of the employee's regular classification, in addition to the employee'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 employee 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 employee's regular base salary. An Out-of-Class assignment for two weeks or longer must be approved in advance by the City Manager.
- 7.3 An employee 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 for Acting Pay or Out-of-Class Pay.
- 7.4 Dispatch Employees - Acting Supervisor/Training Pay: Individuals assigned by the Dispatch Manager (or designee) as Acting Supervisor or Dispatch Training Officer shall receive four percent (4%) per hour above the employee's regular base salary for each hour worked in either capacity.
- 7.5 Acting Pay and Out-of-Class Pay is defined as Temporary Upgrade Pay, which is compensation earnable to employees who are required by the City to work in an upgraded position/classification of limited duration.

Section 8. "Without Pay" Practices

The "Without Pay" policy for all bargaining unit 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. Such leave may be extended up to one (1) year by action of the City Council.
- 8.2 No employee benefits are accrued while on "without pay" status; but, when an employee 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 person is on "without pay" status (health insurance, life insurance, dental insurance, holiday, etc.)

- 8.4 While an employee 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 employee were working. When an employee is on Family and Medical Care Leave and is on without pay status, the City contribution to group health insurance (Kaiser, PacifiCare, Health Net, or any subsequent health care provider) and to dental insurance will continue as if the employee were working. The accrual of City seniority will not be interrupted when an employee 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 An employee 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 employee will not receive pay for the holiday, recognizing that Section 8.2 allows for the pro-ration of employee benefits, including holidays, for those employees who are resuming to work on a part-time basis.

Section 9. Dues Deduction and Agency Fee

- 9.1. Deductions and Authorizations: The City agrees to continue to provide a combined deduction for NCEA regular dues and premiums for NCEA-sponsored insurance from the salary of each bargaining unit member who shall have authorized such deduction in writing. It is understood and agreed by both the City and NCEA that the City accepts responsibility for maintaining such written, signed authorizations on file at all times, and that NCEA has the right to review all authorizations on file at any time. Such deductions shall be made on a monthly basis and remitted to NCEA monthly. NCEA will submit a member list each month, indicating the current and proposed total deduction authorized for each employee. The City will audit such list and will provide a list of the amount deducted. Changes in deductions by NCEA will be kept to a minimum.
- 9.2 Agency Fee Deduction Process: Effective upon ratification of this Agreement, 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 Agreement, every employee in the representation unit covered by the Memorandum of Understanding, with the exception of those persons who were non-members as of December 31, 1996, shall remain a member in good standing of NCEA; or, pay to NCEA a monthly agency fee not greater than the amount chargeable to non-members for representation and bargaining services; or, in the case of an employee 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 employees shall comply with one of these requirements within thirty (30) days of starting employment with the City. The new hire list will be transmitted to the SEIU Local 1021 office with the notation of the new employee's classification and department, along with the transmittal of the monthly union dues.

3. The deductions in this Section 10 shall not apply during any period where an employee 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 10.2 hereof, the City shall deduct an agency fee from the salary of each bargaining unit member who NCEA advises the City in writing has not authorized a dues deduction or agency fee deduction in writing. NCEA 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 **Indemnification, Defense and Hold Harmless:** NCEA 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 the agreement, the City will continue to offer medical plans through Kaiser and Health Net.

Effective upon ratification of the MOU and through June 30, 2012, the City will contribute ninety percent (90%) of the Kaiser rate for the monthly premium for the medical plan in which the employee is enrolled (employee-only, employee-plus-one, or family).

Monthly Medical Contributions Effective July 1, 2012

Effective July 1, 2012 through June 30, 2013, the City will contribute either the rates described below or ninety percent (90%) of the Kaiser rate, whichever is higher.

July 1, 2012 minimum City contribution:

Employee-only	\$533.38
Employee-plus-one	\$1,066.77
Family	\$1,418.80

In addition to the above, for the period of July 1, 2012 through June 30, 2013, the City will provide an additional, one-time contribution to medical in the following amounts:

July 1, 2012 additional (one-time) City contribution:

Employee-only	\$14.67
Employee-plus-one	\$29.33
Family	\$39.02

Monthly Medical Contributions Effective July 1, 2013

Effective July 1, 2013, the City will contribute either the rates described below or eighty-five percent (85%) of the Kaiser rate, whichever is higher.

July 1, 2013 minimum City contribution:

Employee-only	\$578
Employee-plus-one	\$1,157
Family	\$1,539

In addition to the above, for the period of July 1, 2013 through June 30, 2014, the City will provide an additional, one-time contribution to medical in the following amounts:

July 1, 2013 additional (one-time) City contribution:

Employee-only	\$11.56
Employee-plus-one	\$23.14
Family	\$30.78

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

- 10.2 The City will continue to pay the premium for continuation of existing dental insurances through June 30, 2012. Effective July 1, 2012, the City's monthly contribution to dental insurance will be fixed at the FY 11/12 rate, as follows:

July 1, 2012 City contribution to Dental:

Employee-only	\$50.15
Employee-plus-one	\$85.26
Family	\$130.40

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, bargaining unit 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 regarding a replacement insurance plan.
- 10.4 The City will pay the premium for life insurance \$50,000 during employment of each bargaining unit member up to age seventy-five (75). On and after a person's seventy-fifth birthday, the amount of insurance will be fifty percent (50%) of the amount, which was applicable to the employee immediately prior to such birthday. Future retirees shall not be entitled to payment of the premium for said insurance policy by the City after retirement from City employment. Future retirees shall be entitled to convert, at their expense, all or any portion of said insurance policy at the then existing individual premium rate. (Reference MOU #4235, Section 14(d) dated 8-3-82).
- 10.5 Bargaining unit members hired on or before June 30, 1984 shall be eligible for a City-paid life insurance policy in the amount of Two Thousand Five Hundred Dollars (\$2,500) upon retirement, to age seventy (70). Bargaining unit 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 policy. (Reference MOU #4235, Section 14(d) dated 8-3-82).

- 10.6 Bargaining unit members shall have the option to purchase, solely at the employee'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, an employee 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 employee's deferred compensation plan, at the employee's option. The employee 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.
- 10.10 The City and NCEA have a shared interest in exploring options to reduce the cost of City-provided medical and dental benefits. NCEA will participate in a Labor-Management Committee, which shall be established by no later than August 1, 2012, 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 implementation.

Section 11. Workers' Compensation Supplement

The City shall provide Workers' Compensation supplement, so that each bargaining unit 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 Bargaining unit 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 employee's responsibility because the employee'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 employee'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).

- 12.5 Bargaining unit members shall receive the single-highest year retirement benefit under Government Code Section 20024.2 for miscellaneous members.
- 12.6 Effective December 1, 2003 the City will contract with PERS for the 2.5% @ 55 retirement benefit under Government Code Section 21354.4.
- 12.7 Effective December 1, 2004 the City will contract with PERS for the 2.7% @ 55 retirement benefit under Government Code Section 21354.5.
- 12.8 For members hired on or after July 1, 2012 or as soon thereafter as practicable, 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.
- 12.9 Effective December 1, 2004 and through the term of this MOU, if the City's PERS contribution rate exceeds fourteen percent (14.00%), the employee and City shall share equally such excess rate, up to nineteen percent (19.00%) ("Cost Share Percentage"). The employee will pay fifty percent (50%) of such excess cost; provided, however, that the employee maximum contribution under this formula shall not exceed two and one-half percent (2.5%) in any given year. The City will pay the full cost of the Employer rate up to fourteen percent (14.00%) and over nineteen percent (19.00%).
- a. The City's contribution to health insurance under MOU Section 11.1 shall be reduced by an amount equal to the Cost Share Percentage multiplied by the employee's PERSable compensation. The employee's contribution to health insurance shall increase by the same amount ("Insurance Cost Share Contribution"). For example, if the Cost Share Percentage were 2.5% and an employee's monthly PERSable compensation were \$10,000, the City's contribution to health insurance would be reduced by \$250 $((2.5\%)*10,000)$ and the employee contribution would be increased by \$250.
 - b. In the event that the Insurance Cost Share Contribution for an individual employee exceeds the amount of the City's contribution to health insurance for the employee, the balance of the reduction shall be taken from the City contribution to other health and welfare insurances in the following order: Dental, Long Term Disability, and Life Insurance. The employee contribution shall be a payroll deduction made on a pre-tax basis through the City's \$125 plan.
 - c. In the event that the Insurance Cost Share Contribution exceeds the amount of the employee's contribution to all insurances, the balance of the Insurance Cost Share Contribution shall be made through a separate payroll deduction.
 - d. The amount of the reduction in employer contribution to EPMC, health or other insurances shall not be considered for purposes of any compensation survey performed pursuant to the MOU. In other words, the City contribution toward health insurance shall be considered to include the reduction based on the Cost Share Percentage (in the example above, the City maximum contribution to health insurance shall be deemed to include the \$250 deduction).
 - e. The Cost Share Percentage shall be adjusted up or down based on the City's CalPERS contribution rate as determined by CalPERS. The City shall provide NCEA with a copy of the annual actuarial valuation provided by CalPERS and any other correspondence from CalPERS directly relating to the CalPERS contract covering bargaining unit members within five (5) business days of receipt.

- f. Effective upon ratification, employees shall contribute an additional two percent (2%) to the City's PERS contribution. This contribution shall be made in the same manner as the Insurance Cost Share Contribution described in paragraphs a, b, and c above.
- 12.10 The City will provide retiree's health insurance reimbursement (as described in the latter part of this provision) provided that the employee meets and abides by all of the following qualifications:
1. The employee 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.
 2. The full cost of a retired employee's participation in one of the medical plans will be deducted from the employee's retirement check subject to item (4) below.
 3. A retired employee will no longer be eligible to participate in the City's medical plan should the employee elect to be covered by another medical plan. Furthermore, it is agreed that an employee 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 employee will make a one time irrevocable choice as to the supplemental payment by the City toward the retired employee's medical coverage. An employee 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 employee 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. An employee retiring after August 1, 2000 and who meets the conditions described above will receive a supplemental payment by the City toward the employee's retiree medical coverage of Twenty-five Dollars (\$25.00) per month. Effective August 1, 2001 that sum will be increased to Fifty Dollars (\$50.00) per month. Effective August 1, 2002 that sum will be increased to Seventy-five (\$75.00) Dollars per month. Effective August 1, 2003 that sum will be increased to One Hundred (\$100.00) Dollars per month. On or around November 1, 2003 with an effective date of December 1, 2003 the City will survey the jurisdictions in Section 3.1 and the City's supplemental payment will be set at the market median for the surveyed jurisdiction payment for retirees medical. This same survey will be conducted in November 2004, 2006 and 2008 and the City's supplemental payment will be set at the market median on December 1, 2004, December 1, 2006 and December 1, 2008. In the event the market median is more than the one party Kaiser rate the parties will meet and confer.
 6. The retired employee 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 item 5. above.

Section 13. Deferred Compensation

- 13.1 A Deferred Compensation Plan is available to all members of NCEA. 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.
- 13.2 The City shall contribute fifty dollars (\$50.00) per month for each bargaining unit member to a City-provided deferred compensation account of the member's choice.

Section 14. Vacation

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 employees, 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 employees shall not nullify the annual carry-over provisions of 280 hours.

Section 15. Holidays

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

New Year's Day	Thanksgiving Day
Martin Luther King Jr's Birthday	Day After Thanksgiving
Presidents' Day	Twelve O'clock Noon to closing hour
Memorial Day	the last working day before Christmas
Independence Day	Christmas Day
Labor Day	Floating Holidays (2)
Columbus Day	<i>(One in lieu of birthday; one in lieu of Admission Day)</i>
Veterans' Day	

Holidays for all members except those in the Scale House Attendant classification 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. When an employee's regular day off falls on the regular day granted as a holiday, another day between the holiday and the end of the year shall be granted on an individual basis.

Department Managers shall have the authority to schedule such "floating" days by mutual agreement between the employee and the Department Manager.

- 4. The holiday of twelve o'clock noon to closing hour the last working day before Christmas shall not be recognized when Christmas falls on Saturday, Sunday or Monday.
 - 5. Floating Holidays shall be scheduled by mutual agreement between the employee and the Department Manager. The Floating Holidays must be used as days off with pay, and employees will not be granted additional pay in lieu of time off. Floating Holidays may not be carried over into a succeeding calendar year.
- 15.2 Dispatch employees shall be paid for all holidays at the rate of time and one-half. Dispatch employees shall have the option of being compensated for holidays in either cash or compensatory time off.
- 15.3 The City shall have the right to schedule Community Service Officers and Scale House Attendants to perform regular duties on recognized holidays and to grant Community Service Officers and Scale House Attendants "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 holidays in a calendar year. Holiday pay for Scale House Attendants is governed by section 16.5 herein.
- 15.4 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 16.1.
- 15.5 The recognized holidays for bargaining unit 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*	1:00 p.m. on Christmas Eve
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 bargaining unit 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. Floating Holidays 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. Floating Holidays may not be carried over into a succeeding calendar year.
- 3. The chart below summarizes holiday pay for Scale House Attendants:

<u>HOLIDAY/WORK SCHEDULE</u>	<u>TREATMENT OF HOLIDAY PAY</u>
Holiday falls on regular day off:	Employee has option of receiving eight (8) hours of straight holiday pay or eight (8) hours of CTO.

HOLIDAY/WORK SCHEDULE

Holiday falls on scheduled work day when facility is open:

Holiday falls on scheduled work day when facility is closed:

TREATMENT OF HOLIDAY PAY

In addition to the employee's regular rate of pay for the scheduled work day, employee 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, employee shall have the option of being compensated in either pay or compensatory time off.

Employee will receive eight (8) hours of straight holiday pay and will use two (2) hours of vacation or two (2) hours of CTO.

Section 16. Sick Leave

- 16.1 For employees hired on or before July 1, 1983, that choose the sick leave conversion for retiree medical coverage benefit (refer to Section 13.7(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 13.1. Retiree sick leave conversion benefits provided herein shall not require the City to pay premiums exceeding the single-party health insurance premiums for existing employees as modified from time to time.
- 16.2 The parties agree that sick leave is provided as a form of insurance to protect the bargaining unit 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, employees 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. Bargaining unit 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 Bargaining unit members shall accrue twelve (12) days sick leave benefit each calendar year based upon a daily accrual rate (.24658 hours/day for those employees on a 37.5-hour per week schedule; .26301 hours per day for those employees on a 40-hour per week schedule). There shall be no limit to the number of hours an employee 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 Bargaining unit 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 13.7 for applicable retiree medical coverage benefit.
- 16.7 State Disability Insurance (SDI) Integration:
 - 1. State Disability Insurance (SDI) integration will be made only when the employee is off work because of illness or disability and is not performing any services for the City.

2. SDI integration will be made with accrued and unused sick leave first, and then, after exhaustion of all accrued sick leave, at the employee's option, with accrued and unused vacation leave and/or accumulated CTO.
 3. SDI integration will be made with paid holidays.
 4. SDI 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 employee's normal work day (i.e. 7.5, 8 or other, as may be the case).
 5. The City will project the amount of SDI benefit to be received by an eligible employee for the purpose of integration in accordance with the foregoing, and the employee will provide the City with evidence of the SDI benefit received. The employee should cash/deposit the SDI check(s) received.
 6. An employee who does not wish to file for SDI, however, shall notify payroll and no such integration shall be made.
- 16.8 In the event an employee becomes incapacitated by injury or illness for a period of two (2) or more days during the employee's vacation period, such days of incapacitation may be converted to sick leave; provided however, that the City may require the employee 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 an employee, the employee 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.

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, registered domestic partner, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchildren where there is a child-rearing relationship. At the request of the City, the employee will furnish a death certificate or newspaper announcement and proof of relationship.

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 employee(s) shall be notified of such possibility no less than sixty (60) days prior to the effective date. Employee(s) shall be notified no less than forty-five (45) days prior to the effective date of any temporary layoff.

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 of bargaining unit hours, or as soon as possible in the case of an emergency, the city shall notify the union. The City Manager or designee shall provide the union with information as to the scope of work to be contracted, the cost associated with those contracts, and the intended duration of the contracts. The union may request additional information as needed. This shall not apply to contracts which preceded the ratification and adoption of this MOU. Upon request of the union, 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 19. Incentive Program

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 an employee's incentive plan suggestion is not responded to within ninety (90) days after submission, the employee 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, bargaining unit members shall be required to establish a bona fide residence in compliance with the requirements set forth below:

<u>Position</u>	<u>Requirement</u>
Street Division - all personnel	60 minutes
Electrical Division - stand by	20 minutes
Electrical Division - all other personnel	60 minutes
Fleet Division - mechanics	60 minutes
IT Division - radio technicians	60 minutes
Water Division - stand by	20 minutes
Water Division - maintenance personnel	60 minutes
Water Division - treatment personnel	60 minutes
Park Division - stand by	20 minutes
Dispatch - all personnel	60 minutes

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

As new job classifications or positions are added to the bargaining unit, the residency requirement for each (if any) shall become part of this bargaining unit's Memorandum of Understanding.

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 bargaining unit members shall be required to maintain a current statement of residence in the Personnel and Finance Departments.

Section 21. Allowances

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

Community Service Officer	\$475/year cash allowance
Parking Enforcement Officer	\$475/year cash allowance (initial allowance \$321)

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 employees 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.

- (b) Uniform cash allowance shall be paid bi-weekly.
- (c) It is understood and agreed that the amount paid hereunder constitutes a reimbursement to employees for expenses actually and necessarily incurred in the purchase, maintenance, and cleaning of the uniforms such employees are required to wear.
- (d) The amount the City spends on uniforms and clothing provided to employees is considered PERSable income. The dollar amount spent will be reported to PERS as income and the employee will be responsible for the employee 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 employee'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 employees for expenses actually and necessarily incurred in the purchase, upgrade and maintenance of tools in order to perform their duties.

21.3 Safety Shoe Allowance:

The City will reimburse specified employees one hundred ninety dollars (\$190) for purchase of safety toe footwear.

New employees will receive an advance initial allowance of one hundred forty dollars (\$140.00). The following March 1, the annual allowance will be prorated (reduced by 1/12 for each calendar month less than a full year since the employee's hire date). The safety shoe 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.

21.4 Meal Allowance

- A. Each employee 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 employee 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 employee is not eligible for a meal allowance.
- E. The employee 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

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

Section 22. NCEA Business

- 22.1 (a) The City will provide paid release time for a maximum of four (4) NCEA 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 retains the right to determine which of the NCEA board members shall be their representatives for each meet and confer issue.
- (b) NCEA member representatives employed and recognized by the City shall assist employees 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.
- (c) NCEA 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 Union business involved. The City will attempt to accommodate NCEA's request for a particular individual, but will have the right to deny a request 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's requests for release time for a specific representative and NCEA considers this specific representative vital to the issue scheduled for discussion, NCEA and the City will adjust the meet and confer schedule to better accommodate the employee 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 Board of Directors.

22.2 NCEA employees shall be allowed to donate accrued vacation and CTO to a pool for use by NCEA Executive Board members.

This pool of hours shall be available to NCEA Board members to conduct NCEA business independent of the right and obligation to represent NCEA 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 that occur during work time
2. PERS training seminars
3. Personnel/Labor Relations and Practices training such as CMD (Center for Management Development) or Liebert & Cassidy training
4. SEIU sponsored training

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

There shall be an annual usage cap of one hundred twelve (112) 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 Union on a quarterly basis.

22.3 The City and NCEA, in a joint attempt to facilitate communication and labor relations between NCEA and City management, agree to meet according to the following schedule to discuss the following items:

1. 9-80 work schedule, with a plan that every other Friday, City offices would be closed (within 120 days after the City Council adopts the MoU.)
2. Market Salary Survey development for 2004 that would include a data review component by NCEA of November 1 of the preceding year of the effective date of the Market Salary Survey (between October 1, 2003 and November 30, 2003),.
3. Housing Benchmark classification (between October 1, 2003 and November 30, 2003).
4. Agency Shop election process pursuant to SB 739 (within 90 days after the City Council adopts the MoU).
5. Scheduling the Medicare Election as soon as possible after the City Council adopts the MoU.
6. CALPERS Health plan (between March 1, 2004 and April 1, 2004).
7. Dispatch Recruitment and Retention (March 1, 2003).
8. A neutrality clause in the event of a Charter Amendment to revise the grievance procedure being placed on the ballot by NCEA (beginning, after submission to the City Clerk by NCEA of such a petition, no later than the 120th day and ending no later than the 90th day prior to the Elections Code deadline for submission of ballot arguments).

9. Dispatch Swing and graveyard differentials (within thirty days of PERS notifying the City that PERS declines to transfer County assets to City assets [see Section 13.10]).

The parties will contact the State Mediation Service to provide for a facilitator for these discussions. Such discussions will occur based on the availability of the State Mediator. NCEA representation shall not exceed a maximum of four (4) board members on City-paid release time, and four (4) representatives of management.

- 22.4 In accordance with Policy Resolution 4786, Council has provided for the use of space on the bulletin boards throughout City facilities for the Napa City Employees' Association (NCEA). The placement or removal of information, letters, notices, agendas or other documents from such space is restricted to NCEA Board members or their designee(s).
- 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 the Union and seek representation in matters of employer-employee relations. Consistent with MMBA Section 3506 and City Policy Resolution No. 4786, 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 27 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 agree that examples of such activities include but are not limited to:

- Participating in union leadership
- Serving as an employee representative
- Resolving differences through the grievance procedure
- Seeking advice/information from union representatives

The City of Napa will remain neutral in any process in which part time employees of the City of Napa wish to organize for collective bargaining purposes.

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), examinations (i.e., written test items), or discrimination complaints (i.e., harassment complaints) shall be processed in accordance with the rules of the Civil Service Commission and shall not be considered grievances under the Grievance Procedure set forth herein.

- 23.2 A grievance shall be filed by the employee at STEP 1 of the procedure within fourteen (14) business days from date the employee 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 the Agreement 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 employee, NCEA, Human Resources Director within ten (10) business days of the receipt of the employee'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 of his or her decision, in writing, ten (10) business days of receipt of the grievance from the employee.

STEP 4 - ARBITRATION

If the matter is not resolved at Step 3, NCEA 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'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 and the City. In the event NCEA 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 and the City shall meet within seven (7) calendar days after the list is available to select an arbitrator. In the event NCEA 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 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 27.1, NCEA may also submit appeals of final Notices of Disciplinary Action for dismissal, demotion, suspension, or salary reduction to the Step 4 Arbitration process. NCEA 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'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 27.5 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 27.3 herein. Neither the member nor NCEA 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 bargaining unit 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 representative to initiate and pursue a grievance through Step 3 of this Grievance Procedure, the affected member and NCEA 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's grievance arise from substantially the same matter or conduct, the City will process NCEA's grievance and the member's grievance will be deemed waived. Nothing in this paragraph is intended to prejudice NCEA'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.

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 Personnel 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 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 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 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. 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 fiscal years 2002-2011 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 March 1, 2002. In addition, the City and NCEA may, at any time, by mutual agreement, meet to address issues that may arise during the term of this Agreement.

Section 27. Prior Agreements

All ordinances, rules, benefits, and practices, not inconsistent with this Memorandum of Understanding, whether known by the parties at the time this Memorandum of Understanding was negotiated and signed or not, shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. Effective March 1, 2002, the City and NCEA have reviewed all prior Memoranda of Understanding and agree that they have had the opportunity to incorporate all desired language from those Memoranda of Understanding into this MOU. The parties further agree that any language not so incorporated is superceded by this MOU and is no longer binding upon the parties.

Section 28. Separability of Provisions

If any provision of this Agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Agreement 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 bargaining unit 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 or any members thereof, and neither NCEA 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 Agreement shall become effective upon ratification by the NCEA 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, 2012.
- 32.2 The parties agree to initiate negotiations for a successor Agreement no later than July 1, 2013 and further agree to endeavor to arrive at a successor Agreement prior to the expiration of this Agreement so that the terms of the new Agreement may take effect immediately following the expiration of the 2012-2013 Agreement. The first item of business is to develop a set of ground rules for negotiations.
- 32.3 Upon expiration of this Agreement, the terms and provisions herein shall continue in effect until a successor Agreement is reached.

Section 33. City Closure Days

In consideration for concessions agreed to in this MOU, in each calendar year of the MOU the City will close for business for four (4) days (Closure Days), and bargaining unit members will receive 32 hours of paid time off. The Closure Days will be as follows:

2012: December 26, 27, 28 and 31

2013: December 26, 27, 30 and 31

With the exception of employees who work in a 24-hour operation or if there are operational issues which require employees to work on Closure Days, bargaining unit members will be required to take Closure Days as days off. In the event an employee is called in to work on a day he or she is using Closure Days paid time off, existing call back and overtime provisions shall apply.

Employees who (1) work in a 24-hour operation, or (2) are required to work on one or more Closure Days, or (3) are on an alternate work schedule (AWS), such as a 9-80 schedule, whose work schedule conflicts with a Closure Day (i.e., the Closure Day falls on an employee's regular day off) – to the extent that they are unable to take 32 hours of paid time off during the Closure Days, will be provided paid leave hours (up to a total of 32 hours of paid time off) during each calendar year of the MOU.

Employees who must schedule paid time off for times other than the Closure Days will do so under the provisions used for scheduling earned vacation. It is the responsibility of the employee and his or her supervisor to schedule the time off, with the intent to minimize disruption of operations and City services, and use of this paid time off may not result in additional overtime expenditures.

For employees on an AWS such as a 9-80 schedule, if a Closure Day falls on a 9-hour workday, the employee will take 8 hours of paid time off and supplement the day with one hour of other paid leave time (vacation or CTO), just as AWS employees do now for holidays.

This Memorandum of Understanding is executed at Napa, California on this 19th day of December, 2012.

CITY OF NAPA LABOR NEGOTIATORS

NAPA CITY EMPLOYEES' ASSOCIATION/SEIU Local 1021



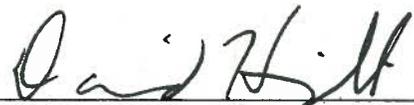
Emily Prescott, Chief Negotiator



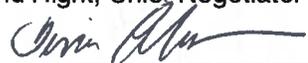
Philip Brun



Desiree Brun



David Hight, Chief Negotiator



Tina Chechourka, President



Jane Hamer

Jennie Lathum

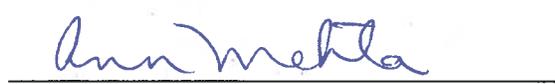


Monique Wild, SEIU Local 1021

ATTEST:


DOROTHY ROBERTS, City Clerk

COUNTERSIGNED:


ANN MEHTA, City Auditor

APPROVED AS TO FORM:

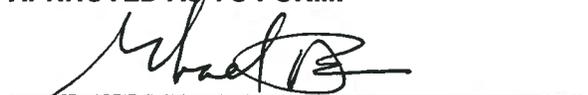

MICHAEL W. BARRETT, City Attorney

EXHIBIT A

	Annual Minimum	Annual Maximum
ACCOUNT CLERK I	41,604.00	50,256.00
ACCOUNT CLERK II	44,940.00	54,288.00
ACCOUNTING TECHNICIAN	53,328.00	64,440.00
ACCOUNTING TECHNICIAN-(ENTRY)	48,492.00	58,572.00
ACTING SYSTEMS ADMIN (NCEA)	80,472.00	97,212.00
ADMINISTRATIVE SECRETARY	56,916.00	68,736.00
ASSISTANT PLANNER	63,876.00	77,172.00
BUILDING INSPECTION SUPERVISOR	82,548.00	99,720.00
BUILDING INSPECTOR	68,136.00	82,320.00
BUILDING INSPECTOR TRAINEE	58,392.00	70,560.00
CODE ENFORCEMENT ASSISTANT	47,508.00	57,396.00
CODE ENFORCEMENT OFFICER	61,656.00	74,472.00
COMMUNITY SERVICES OFFICER I	44,028.00	53,196.00
COMMUNITY SERVICES OFFICER II	47,484.00	57,360.00
CONSTRUCTION INSPECTOR	66,528.00	80,364.00
CONSTRUCTION INSPECTOR ASST	59,880.00	72,324.00
CRIME ANALYSIS TECHNICIAN	54,888.00	66,348.00
CUSTODIAN	41,664.00	50,340.00
ELECTRICAL SUPERVISOR	71,664.00	86,580.00
ELECTRICIAN I	57,876.00	69,924.00
ELECTRICIAN II	62,232.00	75,180.00
ELECTRICIAN III	65,124.00	78,672.00
ENGINEERING AIDE	53,640.00	64,788.00
ENGINEERING ASSISTANT	70,656.00	85,356.00
EQUIPMENT MECHANIC	57,804.00	69,840.00
EQUIPMENT SERVICE WORKER	45,084.00	54,480.00
FIRE PREVENTION INSPECTOR I	60,240.00	72,768.00
FIRE PREVENTION INSPECTOR II	66,264.00	80,040.00
FIRE PREVENTION INSPECTOR III	72,876.00	88,044.00
FLEET SHOP SUPERVISOR	63,696.00	76,944.00
GRAFFITI REMOVAL WORKER	47,784.00	57,732.00
HEAVY EQUIPMENT OPERATOR	55,056.00	66,516.00
HOMELESS OUTREACH SPECIALIST	46,368.00	56,016.00
HOUSING SPECIALIST	49,884.00	60,264.00
HSNG REHABILITATION SPECIALIST	63,144.00	76,284.00
IMAGING CLERK	43,644.00	52,728.00
LABORATORY TECHNICIAN	57,372.00	69,300.00
MAINTENANCE CRAFTSWORKER	56,460.00	68,196.00
MAINTENANCE LABORER	30,983.00	37,432.00
MIS TECHNICIAN	58,764.00	70,980.00
OFFICE ASSISTANT I	37,776.00	45,624.00
OFFICE ASSISTANT II	41,592.00	50,244.00
OFFICE ASSISTANT II 37.5	39,000.00	47,100.00
PARK MAINTENANCE WORKER I	41,820.00	50,520.00
PARK MAINTENANCE WORKER II	47,784.00	57,732.00
PARK MAINTENANCE WORKER III	53,076.00	64,104.00

EXHIBIT A

	Annual Minimum	Annual Maximum
PARKS, TREES & FAC SUPERVISOR	63,972.00	77,280.00
PERMIT TECHNICIAN	51,696.00	62,484.00
PERSONNEL AIDE	45,564.00	55,056.00
PERSONNEL ASSISTANT	51,912.00	62,712.00
PLAN EXAMINER	74,952.00	90,552.00
PLANNING AIDE	50,448.00	60,936.00
PLANT MAINTENANCE MECHANIC I	56,808.00	68,616.00
PLANT MAINTENANCE MECHANIC II	60,684.00	73,320.00
PLANT MAINTENANCE MECHANIC III	63,720.00	76,980.00
PLANT MAINTENANCE SUPERVISOR	75,528.00	91,248.00
POLICE FORENSIC SPECIALIST	57,600.00	69,564.00
POLICE OFFICER TRAINEE	47,484.00	57,360.00
POLICE RECORDS ASSISTANT I	37,776.00	45,624.00
POLICE RECORDS ASSISTANT II	41,592.00	50,244.00
POLICE RECORDS SUPERVISOR	59,688.00	72,096.00
PS DISPATCH CALL TAKER	47,736.00	57,684.00
PUB SAFETY DISPATCH SUPERVISOR	62,976.00	76,092.00
PUBLIC SAFETY DISPATCHER I	52,536.00	63,456.00
PUBLIC SAFETY DISPATCHER II	57,300.00	69,228.00
PURCHASING ASSISTANT	53,328.00	64,440.00
PURCHASING/INVENTORY SPECIALST	53,328.00	64,440.00
RECEPTIONIST	37,260.00	45,012.00
RECREATION COORDINATOR	49,560.00	59,868.00
SCALEHOUSE ATTENDANT	39,636.00	47,880.00
SECRETARY	50,484.00	60,972.00
SENIOR BUILDING INSPECTOR	74,952.00	90,552.00
SENIOR ENGINEERING AIDE	58,752.00	70,968.00
SENIOR HOUSING SERVICES TECH	54,936.00	66,396.00
SENIOR OFFICE ASSISTANT	50,484.00	60,972.00
SR POLICE RECORDS ASSISTANT	50,484.00	60,972.00
STORESKEEPER	53,124.00	64,164.00
STREET FIELD SUPERVISOR	61,704.00	74,544.00
STREET MAINTENANCE WORKER I	43,080.00	52,044.00
STREET MAINTENANCE WORKER II	48,120.00	58,128.00
STREET MAINTENANCE WORKER III	53,076.00	64,104.00
SUPERVISING WATER SERVICE WRKR	59,508.00	71,904.00
TELECOMMUNICATIONS SPECIALIST	66,888.00	80,808.00
TELECOMMUNICATIONS TECHNICIAN	62,232.00	75,180.00
TELEPHONY SYSTEMS TECHNICIAN	62,232.00	75,180.00
WATER CONSERVATION REPRESENTVE	52,452.00	63,360.00
WATER FACILITIES SUPERVISOR	65,064.00	78,600.00
WATER FACILITY WORKER I	43,872.00	53,004.00
WATER FACILITY WORKER II	49,860.00	60,240.00
WATER FACILITY WORKER III	55,944.00	67,608.00
WATER METER SPECIALIST	58,056.00	70,128.00
WATER RESOURCES SPECIALIST	58,752.00	70,968.00

EXHIBIT A

	Annual Minimum	Annual Maximum
WATER SERVICES WORKER	53,388.00	64,500.00
WATER SYSTEMS SPECIALIST	58,056.00	70,128.00
WATER TREATMENT CHIEF OPERATOR	77,472.00	93,600.00
WATER TREATMENT FAC OPER TRAIN	57,372.00	69,300.00
WATER TREATMENT FAC OPERATOR	60,960.00	73,644.00

EXHIBIT B

INCENTIVE PROGRAM

The purpose of the Incentive Program is to encourage employees to attain the highest level of performance in their work. The program is designed to provide a financial incentive to employees who demonstrate exceptional performance.

The program is designed to provide a financial incentive to employees who demonstrate exceptional performance. The program is designed to provide a financial incentive to employees who demonstrate exceptional performance.

PROGRAM OBJECTIVES

The program is designed to provide a financial incentive to employees who demonstrate exceptional performance. The program is designed to provide a financial incentive to employees who demonstrate exceptional performance.

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EXHIBIT B

NAPA CITY EMPLOYEES' ASSOCIATION (NCEA)
INCENTIVE PROGRAM

- 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 bargaining unit 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: Bargaining unit 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 employee, 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.

October 16, 2000

SIDE LETTER FOR NAPA CITY EMPLOYEES' ASSOCIATION

Re: Side Letter Agreement re: Application of Resolution No. 4786 Establishing Policy and Procedure of Employer – Employee Relations (EERR) to NCEA

The Parties agree that the EERR, as modified to allow for petitions for unit modifications to be submitted annually during the month of December, will be applied to NCEA as follows:

1. Opportunities for submitting petitions for unit modification will be every other year beginning December 1, 2001.
2. Each request for unit modification shall be limited to a maximum of two (2) individual classes.

Following adoption of the NCEA MOU, including this side letter agreement, the City agrees to re-submit the EERR, as recently modified, to the other employee associations to determine their interest in further modifying the EERR to reflect the application of the EERR to NCEA as outlined in this side letter agreement.

CITY OF NAPA LABOR NEGOTIATORS

NAPA CITY EMPLOYEES' ASSOCIATION

CITY OF NAPA
A municipal corporation

BY: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

I, the undersigned, Auditor of the City of Napa, countersign this Contract, and hereby certify that there remains unexpended and unapplied, a balance of the General, Water, Garage and Stores Funds sufficient to pay the estimated expense of execution of this Contract.

CITY AUDITOR-

g:\citymgr\acm\labor\ncea\SideLetter

EERR.rtf

**EMPLOYEE AUTHORIZATION FOR PAYROLL DEDUCTION OF NCEA/SEIU MEMBERSHIP
OR SERVICE FEES:
For NCEA/SEIU-Represented Employees of the City of Napa**

Name of Employee	Employee's Classification	
Home Address	Employee's Social Security Number	
City and Zip Code	Department to which Assigned	
Home Phone	Work Location	Work Phone

PLEASE READ THIS IMPORTANT NOTICE!

Pursuant to California Government Code Sections 3500-3510 the City of Napa and NCEA/Service Employees International Union, Local 614 have entered into a Memorandum of Understanding establishing wages, hours, working conditions and other matters within the scope of representation for your classification. As a condition of employment, Section 10 of this Memorandum of Understanding requires that each employee of the City of Napa, working in a classification represented by NCEA/SEIU Local 614, sign this form authorizing the monthly payroll deduction of employee association/union membership fees or service fees payable to NCEA/SEIU Local 614 representing your classification or, for those eligible for a religious exemption, a charitable contribution to an authorized charity.

AS A CONDITION OF EMPLOYMENT DURING THE TERM OF THIS MOU, YOU MUST SELECT ONE OF THE FOLLOWING AND RETURN TO THE FINANCE DEPARTMENT WITHIN THIRTY (30) DAYS OF STARTING EMPLOYMENT WITH THE CITY.

(If this form is not completed properly and returned within thirty (30) days, the Finance Director shall commence and continue a payroll deduction of service fees from your regular monthly pay warrant.)

UNION MEMBERSHIP. \$_____ (amount/month) Entitles the employee association/union representation in his/her employment relationship with the City. Entitles the employee to membership rights including the right to attend all Union meetings, to participate in all Union activities, receive written and oral communications from the Union, participate in all Union insurance programs, hold elective office in the Union, and vote in all union elections and contract ratification votes.

SERVICE FEE. An employee who chooses to be a service fee payer is entitled to none of the rights and privileges available to Union members. Instead, by choosing to be a fee payer, an employee is entitled to employee association/union representation with the City, for those matters specified in Government Code Section 3504, in lieu of union membership. Being a service fee payer does not entitle the employee to the rights and benefits of union membership. (This amount is ___% of cost of membership subject to annual adjustments and this percentage amount is based upon an annual audit conducted by the Union to determine the cost of such representation, and excludes matters which are chargeable only to members.) See Section 10 of the MOU.

RELIGIOUS EXEMPTION. Any employee of the City subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted to make a charitable contribution equal to the service fee. If you check the box to claim a religious exemption, the City will deduct an amount equal to the service fee from your wages and forward the money to your choice of one of the following three organizations: 1) the Napa-Solano United Way; 2) NEWS, Napa Emergency Womens' Services; or 3) the Napa Food Bank.

Dues, fees and assessments to NCEA/SEIU are not deductible as charitable contributions for federal income tax purposes. However, dues paid to NCEA/SEIU may qualify as business expenses, and may

be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

I have read the foregoing and I hereby authorize the City of Napa to deduct monthly from my wages an amount to cover payment of membership or service fees, and to pay over such fees to the NCEA/SEIU Local 614 representing my classification or, if eligible for a religious exemption, to an authorized charity. I consent to the adjustment of such fees to reflect any changes as may hereafter be established by the SEIU Local representing my classification.

Employee's Signature _____
Date

Receipt of this copy shall constitute notice of your rights and responsibilities with respect to membership, agency fees, and initiation fees.

COPE CHECK-OFF AUTHORIZATION FORM

I, the undersigned employee of the City of Napa and member of Local 614, SEIU, do authorize and direct my employer to deduct from my pay the sum of _____ monthly from compensation as your employee and to remit that amount to the SEIU Local 614.

This authorization is voluntarily made based on my specific understanding that:

The signing of this authorization form and the making of these voluntarily contributions are not conditions of membership in the Union or of employment by my Employer;

That I may refuse to contribute without reprisal;

SEIU Local 614 will transfer these funds to NCEA Political Activities Committee which will expend these funds for political purposes, and will use the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance.

This authorization shall remain in full force and effect until revoked in writing by me. ***Changes in this authorized deduction may only be made one time each year during the first full week of January.***

NAME: _____
(Print) _____
(Signature)

Home Address: _____ Social Security No.: _____

_____ Job Title: _____

Home Phone: _____ Department: _____

Work Phone: _____

Contributions or gifts to Local 614, SEIU PAC are not deductible charitable contributions for federal income tax