

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

AND

**NAPA CITY EMPLOYEES' ASSOCIATION/
Service Employees International Union LOCAL1021,
CTW,CLC for
January 1, 2014 through December 31, 2015**

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MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA
And
NAPA CITY EMPLOYEES' ASSOCIATION
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, CTW, CLC (hereinafter NCEA/SEIU Local 1021). As a result of meet and confer sessions, the City and NCEA/SEIU Local 1021 have agreed to the following:

Section 1. Recognition

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

Section 2. Term

The term of this Memorandum of Understanding shall be January 1, 2014 through December 31, 2015.

This Memorandum Of Understanding is intended to and shall supercede the parties' previous Memorandum of Understanding (City Agreement No. 2013-171) dated December 19, 2012.

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. Salary increases will be effective with the pay periods beginning on the following dates:

3/29/14 = 1.25%

7/05/14 = 1.25%

7/04/15 = 1.25%

9/26/15 = 1.25%

3.2 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.

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

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

- 3.4 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.
- 3.5 Emergency Medical Dispatch (EMD) Differential. Effective the pay period containing March 29, 2014, the 5% EMD differential will be rolled into base pay for members in the Call Taker, Dispatcher I & II, and Dispatch Supervisor classifications.
- 3.6 The City shall continue the pay plan for NCEA classifications, which contains a twenty percent (20%) salary spread for each class, in one percent (1%) increments.
- 3.7 Upon recommendation of the Department Manager and the approval of the City Manager, a member may be granted a performance bonus of two percent (2%), three percent (3%) or five percent (5%) of 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.
- 3.8 Members hired prior to October 1, 1990 will continue to receive their performance evaluations and eligibility for consideration of a merit salary increase of up to seven percent (7%) on October 1 of each year, until they reach the top of their salary range, after which time such members will receive their performance evaluations on their anniversary date of employment with the City. Members hired on or after October 1, 1990, shall normally enter the salary plan at "A" Step. However, in special circumstances, with the recommendation of the Department Manager, the City Manager may assign a new member at any point within their respective salary range. Such members hired on or after October 1, 1990, as well as members who change positions for whatever reason, shall be reviewed for consideration of a merit pay increase within the salary range of up to seven percent (7%) after completion of probation (members 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 members will receive their performance evaluations on their anniversary date of employment with the City. All merit salary adjustments shall be recommended by the member's supervisor and reviewed and approved by the Department Manager. Satisfactory performance should result in an increase within the specified range of four percent (4%). Such increases shall not exceed the amount necessary to bring the salary to the top of the range except as allowed herein.
- 3.9 Performance deficiencies should be brought to a member's attention at the earliest possible time. In the event an member's performance is evaluated at less than "satisfactory," and the member's merit salary adjustment is less than four percent (4%), the member's performance will be re-evaluated within four (4) months thereafter. If at that time the member's performance is evaluated at "satisfactory" or better, the member will receive a merit salary adjustment in an amount which when added to the earlier merit salary adjustment totals at least four percent (4%). Members at the top step in their range, although not eligible for a merit salary increase, may request a similar re-evaluation.
- 3.10 Salary upon promotion. Upon promotion to another NCEA classification the City agrees to concurrently adjust the member's base salary by at least 5%; provided however, that in no event shall a member's base salary exceed the top step of the new classification.
- 3.11 Salary upon advancement. Classes in a flexibly staffed series are those so defined by adopted class specifications. Advancement from one level of a flexibly-staffed series to the next level of a series (i.e. from OAI to OAI1) will be enacted in conjunction with a performance evaluation which documents attainment of the requisite experience, knowledge, skills, and abilities. The requirements for advancement within a flexibly-staffed series are those established by the adopted class specification. Upon such advancement, the City agrees to concurrently adjust the

member's base salary by at least 5%; provided, however, that in no event shall a member's base salary exceed the top step of the new classification.

- 3.12 Effective Dates of Personnel Transactions. Effective with implementation of the IFAS Human Resources/Payroll system, employment transactions which affect a member's pay or retirement contributions (such as merit increases, promotions, transfers, reclassifications, starting and ending specialty pays, and non-hourly acting assignments) shall be effective the beginning of the pay period in which the transaction occurs.
- 3.13 California Class A or B Driver's License. An employee who possesses a valid Class A or Class B driver's license and who is in a classification which is periodically assigned to drive vehicles requiring a Class A or Class B license but which does not require a Class A or B license as part of its minimum qualifications will be paid a premium of \$15 per pay period (\$360/year) for the possession and use of the license. Members shall be enrolled in the City's DOT Drug and Alcohol Testing Program to be eligible to drive commercial vehicles requiring a California Class A license or Class B license.
- 3.14 Fire Investigation Team Pay. Fire Prevention Inspectors who are assigned by the Fire Chief to serve on the Fire Investigations Team will receive \$65 per pay period (24 times per year) for said assignment.

Section 4. 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 member's normal work day or normal work week, provided that in order to receive overtime compensation, the work must be required, authorized or approved by the unit member's immediate supervisor. Overtime hours shall accrue in one-half hour increments, provided that sixteen (16) minutes or more equals one-half hour for these purposes. For purposes of overtime computation, paid leave (i.e., vacation, sick leave, etc.) shall be considered hours worked. However, anyone receiving workers' compensation or SDI and is not able to work a full shift, is eligible to receive overtime based solely on "hours actually worked" (i.e., not for vacation or sick leave).
- 5.3 FLSA: If any overtime worked qualifies as overtime under the Fair Labor Standards Act, it is understood that the provisions of the Act shall control.
- 5.4 Overtime Computation: Each member entitled to overtime pay shall only receive an amount equal to one and one-half (1 1/2) times their regular rate of pay as defined by the Fair Labor Standards Act.
- 5.5 Compensatory Time Off (CTO): In lieu of overtime payment, members shall have the option of accruing compensatory time off at the rate of one and one-half (1 1/2) hours of compensatory time off for each one (1) hour of overtime worked, unless the overtime hours are accrued as a result of an emergency situation. The City may offer voluntary scheduled overtime assignments on a payment-only basis before allowing members the option of accruing CTO. Members shall not accrue more than one hundred (100) hours of CTO. Members who exceed the maximum hourly amount of Compensatory Time Off shall receive pay in the pay period in which the overage occurs for all hours that exceed the maximum. Members 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 members with a form to exercise this option. Members who are interested in exercising this option under this section must return the completed form to the Finance Department on or before 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 member and the member's Department consistent with operational needs and FLSA requirements, recognizing that CTO shall not be approved if the result will interfere with minimum staffing levels, provided that requests to use CTO shall not be unreasonably denied.

- 5.6 Standby Pay: The City shall pay three hundred fifty dollars (\$350.00) per week stand-by pay to any member who is assigned to stand-by duty during the week. The City 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 member's assigned work week, members shall be guaranteed a minimum of two (2) hours for work performed if the actual hours worked are not contiguous to any other period in which the member actually worked.
 - (b) During the member's normal days off, or on any day when the member is on paid leave status, members shall be guaranteed a minimum of three (3) hours for work performed if the actual hours worked are not contiguous to any other period in which the member actually worked.
 - (c) Members who are called back to work on a holiday beginning eight (8) hours following the member's last scheduled work hours and ending eight (8) hours prior to the member's first scheduled work hours, shall be guaranteed a minimum of three (3) hours.
 - (d) If the member is called back again during the two (2) or three (3) hour minimum guarantee period, credit will be given for the time elapsed between calls and a new minimum credit period will begin, provided that in no case shall call-back credit exceed the number of hours existent in any one off-duty or stand-by period.
- 5.8 Call-Back and Minimum Overtime Pay - Dispatch Personnel. For Dispatch personnel, minimum overtime guarantees of three (3) hours on a day off or leave day and two (2) hours on a work day, for non-contiguous hours worked, applies to all overtime hired with less than seventy-two (72) hours notice by posting or by hiring. Overtime which is hired more than seventy-two (72) hours in advance of the work start time or posted more than seventy-two (72) hours in advance of the work start time will be compensated on an hour-for-hour basis.
- The minimum overtime guarantee of three (3) hours or two (2) hours, whichever is appropriate according to the NCEA 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. A member subpoenaed to testify in court regarding City business during the member's regularly scheduled off-duty hours, shall be compensated at the overtime rate from the time of the subpoena or the time otherwise directed to appear until the time released by the Court, provided that the minimum compensation shall be for three (3) hours at the overtime rate if the subpoenaed time is three (3) or more hours prior to the beginning of a regular scheduled shift

or if the member is released by the Court (3) or more hours following completion of the member's regular scheduled shift. If the subpoenaed time is less than three (3) hours prior to the beginning of a regular scheduled shift, or if the member is released by the Court less than three (3) hours following completion of the member's regular scheduled shift, the minimum compensation shall be for such actual amount of time less than three (3) hours. The City shall not be obligated to pay more than one (1) three (3) hours minimum to any one (1) member during any eight (8) hour period.

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

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

- 5.10 Jury Duty. Members who are required 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 members who volunteer to serve on a civil Grand Jury.

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

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

The City may require written verification of jury duty service.

Members who are either released from jury duty or not required to serve, shall return to their work site to complete any remaining portion of their work day. (Total hours spent on jury duty and work not to exceed member's normally scheduled work hours.)

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

5.12 Maximum Working Hours and Time Off Between Shifts

- a. No member shall be required to work in excess of sixteen (16) consecutive hours. In emergency circumstances, this limit may be exceeded on a short-term basis.
- b. Members having worked twelve (12) consecutive hours or more must be allowed a minimum of eight (8) hours off, with no deduction from the member'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.

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

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

6.4 Shift Changes: The City shall not alter nor establish different shifts and 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 member 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 member(s) or at the initiative of the City. Requests made by members shall not be binding upon other members. Initiatives of the City shall not be used to alter a Monday-Friday work week for those members who normally have that work week, provided however, that the foregoing does not affect those member classifications for which a work week other than Monday-Friday previously has been utilized or for which such a work week may be appropriate in the future due to the needs of the City. Modified work schedules are subject to the approval of the Department Manager and the City Manager, with the needs of the City, service to the public and the needs of the member(s) being considered.

Section 7. Acting Pay

7.1 Acting Pay. A member temporarily assigned for two (2) weeks or longer to perform the full range of duties of a higher classification due to a vacancy or the temporary absence of the employee regularly employed in the higher classification shall receive Acting Pay. A member must meet the minimum qualifications of the higher classification, and will be assigned in writing by his or her supervisor.

(a) Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and is computed at a rate within the salary range of the higher classification. Acting Pay shall be paid from the first hour of the acting assignment at a rate at least five percent (5%) above the member'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 unless an extension is approved by the City Manager or designee.

- 7.2 Out-of-Class Pay. A member who either (1) is temporarily assigned to perform additional duties outside the scope of the job specification of the member's regular classification, in addition to the member's regular job duties, or (2) is temporarily assigned to perform the full range of duties of a higher classification for at least two weeks or longer due to the vacancy or temporary absence of the member regularly employed in the higher classification but who does not meet the minimum qualifications of the higher classification will receive Out-of-Class pay at a rate at least five percent (5%) above the member's regular base salary. An Out-of-Class assignment for two weeks or longer must be approved in writing in advance by the City Manager or designee.
- 7.3 A member not so assigned but contending that they were assigned in a manner other than that described above or are performing a major portion of duties of a higher classification within the classified service may file a request with the Human Resources Director for Acting Pay or Out-of-Class Pay.
- 7.4 Acting Pay and Out-of-Class Pay is defined as Temporary Upgrade Pay, which is compensation earnable to members who are required by the City to work in an upgraded position/classification of limited duration to the extent permitted by law.

Section 8. "Without Pay" Practices

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

- 8.1 A leave of absence without pay may be granted by the City Manager upon thirty (30) days' advance written request of an employee and recommendation by the Department Manager. The requirement for thirty (30) days' advance written request may be waived in emergency situations at the discretion of the City Manager. Denial of such request is a management prerogative, and is non-grievable.
- 8.2 No employee benefits are accrued while on "without pay" status; but, when a member resumes work, their employee benefits (i.e. the City cost of providing health and welfare, insurances, vacation, sick leave, holidays, etc.) shall accrue, and, if resuming work on a part time basis, shall be prorated on an hour-for-hour basis.
- 8.3 No benefits shall be paid by the employer for the period of time while a person is on "without pay" status (health insurance, life insurance, dental insurance, holiday, etc.)
- 8.4 While a member is on Family and Medical Care Leave, CFRA Leave, Pregnancy Disability Leave or any other laws that may apply and is on paid status with the City, all benefits will continue to be paid to the same extent they would be if the member were working. When a member is on Family and Medical Care Leave and is on without pay status, the City contribution to group health insurance (Kaiser or any subsequent health care provider) and to dental insurance will continue as if the member were working. The accrual of City seniority will not be interrupted when a member is on without pay status during a Family and Medical Care Leave. However, all other provisions applicable to leaves of absence without pay as delineated in this MOU and/or Civil Service rules apply.
- 8.5 A member on "without pay" status shall compensate the City of Napa on a pro rata basis for any prepaid benefits (health insurance, life insurance, dental insurance, etc.).
- 8.6 No "without pay" shall be authorized to persons with probationary status unless recommended by the Department Manager and approved by the City Manager, it being understood that the probationary period shall be automatically extended by the number of days of absence.
- 8.7 "Without pay" shall be charged on an hour-for-hour basis.

- 8.8 If the "without pay" status includes or precedes a holiday, the member will not receive pay for the holiday, recognizing that Section 8.2 allows for the pro-ration of employee benefits, including holidays, for those members who are resuming to work on a part-time basis.

Section 9. 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 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 member. 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 member 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 a member who certifies that he/she is a member of a recognized religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, pay a sum equal to agency fees to one of the following organizations; (1) Napa-Solano United Way, (2) NEWS (Napa Emergency Women's Shelter), (3) or the Napa Food Bank.
 2. Newly hired members shall comply with one of these requirements within 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 member's classification and department, along with the transmittal of the monthly union dues.
 3. The deductions in this Section 9 shall not apply during any period where a member is in an unpaid status, or does not have enough earnings to pay the dues or fees.
 4. This Agency Shop provision shall not apply to management, supervisory or confidential employees.
- 9.3. Involuntary Agency Fee Deductions: Pursuant to Section 9.2 hereof, the City shall deduct an agency fee from the salary of each 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 the Kaiser HMO and Kaiser POS medical plans.

Effective July 1, 2013 through June 30, 2014, the City will contribute either the rates described below or eighty-five percent (85%) of the Kaiser HMO monthly premium, whichever is higher.

July 1, 2013 minimum City contribution:

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

Effective July 1, 2014 through June 30, 2015, for members enrolled in a City medical plan, the City will contribute either eighty-five percent (85%) of the Kaiser HMO monthly premium, or the following amounts, whichever is greater, based on the member's enrollment status:

July 1, 2014 minimum City contribution:

Employee only	\$ 625
Employee plus one	\$1,250
Family	\$1,662

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

July 1, 2015 minimum City contribution:

Employee only	\$ 675
Employee plus one	\$1,350
Family	\$1,795

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

- 10.2 Effective July 1, 2012 through June 30, 2014, the City's monthly contribution to dental insurance premiums 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

Effective July 1, 2014, the City's monthly contribution to dental insurance premiums will be fixed at the 13/14 rate, as follows:

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

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

- 10.3 The City reserves the right at any time during the term of this Memorandum of Understanding to change its insurance carriers, provided however, that the benefits of any new insurance plan shall be substantially equivalent to the benefits of the plan being replaced. If substantially equivalent benefits are not possible, the City agrees to meet and confer in advance with NCEA regarding a replacement insurance plan.

- 10.4 The City will pay the premium for a life insurance benefit of \$50,000 during employment of each member up to age seventy-five (75). On and after a person's seventy-fifth birthday, during employment the amount of life insurance benefit for which the City will pay the premium will be \$25,000. Upon separation from employment, former members shall be entitled to convert, at their expense, all or any portion of said insurance policy at the then existing individual premium rate, and shall not be entitled to payment of the premium by the City.
- 10.5 Members hired on or before June 30, 1984 shall be eligible for a City-paid life insurance benefit in the amount of Two Thousand Five Hundred Dollars (\$2,500) upon retirement, to age seventy (70). Members hired on or after July 1, 1984 shall not be entitled to this benefit.
- The City reserves the right to obtain an insurance policy for this purpose from an insurance carrier of its choice, or to self-fund this benefit.
- 10.6 Members shall have the option to purchase, solely at the member's expense, additional life insurance through the City's insurance broker, up to a maximum of two hundred fifty thousand dollars (\$250,000).
- 10.7 The City will place in a separate actuarial pool, all retiree life insurance premiums, regardless of who is paying the premium. (Reference MOU #4235, Section 14(e) dated 8-3-82).
- 10.8 The City will continue to provide, in lieu of coverage under a health plan provided by the City, a member who provides proof of coverage comparable to that provided by the City through a spouse or other source an in-lieu payment of five hundred dollars (\$500.00). Such payment will be either in cash or into the member's deferred compensation plan, at the member's option. The member must complete a form provided by the City's Finance Department. Re-enrollment in a plan provided by the City other than during the annual open enrollment period will be permitted only in the event of a significant personal event (i.e., death of a spouse, divorce, loss of spousal coverage, etc.), and will be subject to the requirements of the health plan provider.
- 10.9 The City will implement the provisions of Internal Revenue Service Code Sections 125 and 129, allowing payment of certain dependent and health care expenses on a pre-tax basis. The City will pay the administrative fees for the Flexible Spending Account.
- 10.10 The City and NCEA 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 member shall receive up to sixty (60) calendar days at full salary and benefits from a job-related injury.

Section 12. Retirement

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

- 12.1 Members shall be entitled to convert unused accumulated sick leave to service credit under PERS Section 20965.
- 12.2 Non-job related disability benefits providing for thirty percent (30%) of final compensation upon five (5) years of service with an improvement of one percent (1%) for each additional year to a maximum of fifty percent (50%), as provided for under Government Code Section 21298.

- 12.3 Military Service Credit: Military Service Credit refers to a maximum of four (4) years of service granted under this section. Entire cost (both employer and employee contributions) is the member's responsibility because the member's buy-back contribution is credited in its entirety to the member's account. This may be paid back on either a pre-tax or post-tax basis, at the member's discretion, per the City's current contract with PERS (amended 1996).
- 12.4 The City replaces the Basic Level of the 1959 Survivor Benefit to the 1959 Indexed level Survivor Benefit pursuant to Government Code Section 21574.5 (effective 9/25/01).

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

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

A "classic member" is defined as a member who was: a) a member of a public retirement system with less than a six-month break in service; or b) a member of a public retirement system with reciprocity; or c) a member of a public retirement system with a break in service of six-months or more, and returns to active membership in the same retirement system with the same employer.

- 12.8 Eligible Members hired on or after January 1, 2013, and who meet the definition of "new member" under Government Code Section 7522.04(f), shall be covered by the PERS retirement plan two percent (2%) at sixty-two (62) formula for local miscellaneous employees. The member's normal contribution rate towards this benefit shall be 50% of the normal cost. Final compensation shall be based on a three-year average.

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

- 12.9 The City shall deduct the member's entire normal contribution required by PERS ("Normal Contribution") on a pre-tax basis pursuant to IRC section 414 (h)(2).
- 12.10 The following provisions define the agreement between the parties under which members will pay a portion of the City's contribution towards PERS retirement benefits ("Employer Contribution"). The Employer Contribution is established annually by PERS and communicated to the City in October or November of the fiscal year prior to the effective date.
- a) Through the term of this MOU, if the Employer Contribution as determined by PERS exceeds fourteen percent (14%), the member shall pay additional contributions of half of such excess rate, up to nineteen percent (19%) ("Employee Paid City Contribution"). For example, if the Employer Contribution for 2014 is 24%, the member will pay 2.5% of the Employer Contribution through payroll deduction ($2.5\% = (19\% - 14\%) / 2$). If the Employer Contribution is 16% the member will pay 1.0% of the Employer Contribution through payroll deduction ($1\% = (16\% - 14\%) / 2$).

- b) In addition to the Employee Paid City Contribution described in paragraph (a), members shall pay an additional 2% of the Employer Contribution regardless of the City's rate, making the maximum Employee Paid City Contribution 4.5%.
- c) The Employee Paid City Contribution described in this section shall be a payroll deduction made on a pre-tax basis to the extent provided by law. In the event that the City is precluded from collecting the additional contribution or is unable to make the deduction on a pre-tax basis, the parties will immediately meet and confer to cure the defect. During that meet and confer process, the City shall instead reduce its contribution to health insurance under MOU sections 10.1 and 10.2 by an amount equal to the percentages identified in sections 12.10 (a) and (b) as the member's payment of the Employer Contribution, multiplied by the member's PERSable compensation, with any excess deducted from the member's paycheck.
- d) 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 members within five (5) business days of receipt.
- e) The City may modify its contract with CalPERS to convert the payment of the Employee Paid City Contribution described in paragraphs (a) and (b) to a Member Contribution over and above Normal Contributions.
- f) Effective January 3, 2015, the 2.0% Employee Paid City Contribution in Section 12.10(b) shall be reduced to 0.5%, making the maximum Employee Paid City Contribution 3.0%. In the event the parties have not reached agreement on a successor MOU by December 31, 2015, this section shall expire and the 2.0% Employee Paid City Contribution in 12.10(b) shall be reinstated, making the maximum Employee Paid City Contribution 4.5%.

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

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

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

2. The full cost of a retired member's participation in one of the medical plans will be deducted from the member's retirement check subject to item (4) below.
3. A retired member will no longer be eligible to participate in the City's medical plan should the member elect to be covered by another medical plan. Furthermore, it is agreed that a member who once waives his or her participation in the City's medical plan coverage that such waiver shall be irrevocable. Retired members who elect to be covered by a Kaiser individual medical plan or through an AARP-sponsored plan shall not be considered to have waived participation in the City's medical plan coverage.
4. The member will make a one-time irrevocable choice as to the supplemental payment by the City toward the retired member's medical coverage. A member hired on or prior to July 1, 1983 may choose to have the current plan described in Section 17, paragraph 17.1 (sick leave conversion to retiree medical coverage) or the member may choose the plan described below. This payment shall remain in effect for the life of the retiree only. The payment shall cease upon death of the retiree, re-employment of the retiree in a capacity where they again are earning a PERS retirement benefit, or the retiree fails to meet the other applicable conditions specified in this section. However, the retiree may elect to use this supplemental payment for another health plan provided they submit documentation that provides proof of paid health insurance coverage to the City of Napa Finance Department (annually) to verify that payments are being used to supplement the retiree's health care premiums. It will be the

retiree's responsibility to maintain current addresses on record with the City of Napa. If checks are returned from the last designated address without correction from the retiree for more than two months, this shall result in cancellation of the supplemental payment. Appeals for reinstatement and/or back payments shall be made to the Finance Department with a final appeal to the City Manager.

5. Members who retire on or after July 1, 2010, will receive the sum of two hundred forty four dollars (\$244) per month.
6. The retired member must enroll in a Medicare supplemental insurance program when they become eligible for Medicare. The Medicare supplemental insurance premium, along with the cost of the retiree's private health plan, will become the new maximum that the City will pay up to in accordance with 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 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 members, vacation leave balances which have the potential for exceeding the maximum annual carry over at the end of the year. Failure by supervisors to discuss the annual vacation cap with members shall not nullify the annual carry-over provisions of 280 hours.

Section 15. Holidays

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

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

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 a member'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 member 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 member and the Department Manager. The Floating Holidays must be used as days 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.
- 15.2 Dispatch members shall be paid for all holidays at the rate of time and one-half. Dispatch members 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 members in the Scale House Attendant classification shall be:

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

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

1. Holidays will be recognized on the official holiday. It is understood that this will not necessarily correspond with the day that other City employees are recognizing the holiday.
2. 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:	Member has option of receiving eight (8) hours of straight holiday pay or eight (8) hours of CTO.
Holiday falls on scheduled work day when facility is open:	In addition to the member's regular rate of pay for the scheduled work day, member will be paid for eight (8) hours at the rate of time and one-half. For the eight (8) hours at the rate of time and one-half, member shall have the option of being compensated in either pay or compensatory time off.
Holiday falls on scheduled work day when facility is closed:	Member will receive eight (8) hours of straight holiday pay and will use two (2) hours of vacation or two (2) hours of CTO.

Section 16. Sick Leave

- 16.1 For members hired on or before July 1, 1983, that choose the sick leave conversion for retiree medical coverage benefit (refer to Section 12.12(4), the City shall compensate for unused sick leave upon retirement at the rate of one month's current single-party health insurance premium for each day of unused sick leave, so long as the amount contributed does not exceed actual premiums; provided however, that this benefit shall not be given for sick leave days used for the retirement credit provided for under Section 12.1 . Retiree sick leave conversion benefits provided herein shall not require the City to pay premiums exceeding the single-party health insurance premiums for existing members as modified from time to time.
- 16.2 The parties agree that sick leave is provided as a form of insurance to protect the member during times of illness, injury, or family emergency as described in the City of Napa Civil Service Rules. It is not intended as a form of leave with pay to be used for personal or recreational purposes. Misuse of sick leave is understood to be a serious violation of City policy.
- 16.3 Once a year, during the month of December, members may convert from the twelve (12) days sick leave accrual to an eight (8) day sick leave and one (1) day vacation leave accrual.
- 16.4 Existing sick leave may be converted to vacation leave on a ratio of three (3) days sick leave to one (1) day vacation leave, with a maximum conversion of five (5) new vacation days per calendar year. Members wishing to exercise this option must so notify the Finance Department during the month of December. Conversion shall then become effective at the end of the pay period which contains January 1.
- 16.5 Members shall accrue twelve (12) days sick leave benefit each calendar year based upon a daily accrual rate (.26301 hours per day for those members on a 40-hour per week schedule). There shall be no limit to the number of hours a member may accrue during their employment with the City. Daily accrual rates are based on payroll calculation conversion to a 2080-hour annual work schedule.
- 16.6 Members hired after July 1, 1983 shall not be allowed to convert unused sick leave to paid-up health insurance upon retirement. Refer to Section 12.12.5 for applicable retiree medical coverage benefit.

16.7 State Disability Insurance (SDI) Integration:

1. State Disability Insurance (SDI) integration will be made only when the member 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 member'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 member's normal work day (i.e. 8 or other, as may be the case).
5. The City will project the amount of SDI benefit to be received by an eligible member for the purpose of integration in accordance with the foregoing, and the member will provide the City with evidence of the SDI benefit received. The member should cash/deposit the SDI check(s) received.
6. A member who does not wish to file for SDI, however, shall notify payroll and no such integration shall be made.

- 16.8 In the event a member becomes incapacitated by injury or illness for a period of two (2) or more days during the member's vacation period, such days of incapacitation may be converted to sick leave; provided however, that the City may require the member to provide medical substantiation of such incapacitating illness or injury.

Section 17. Bereavement Leave

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

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

Section 18. Lay-Offs and Reduction in Force

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

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

Section 20. Residency

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

<u>Division/Classification</u>	<u>Requirement</u>
Street Division - all personnel	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
Community Service Officers – 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 members shall be required to maintain a current statement of residence in the Human Resources 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

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

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

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

21.2 Tool Allowance:

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

Mechanic \$600/year

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

21.3 Boot Allowance:

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

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

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

21.4 Meal Allowance

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

21.5 Tuition Reimbursement

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

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

21.6 Pants Allowance

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

Building Inspector	Senior Building Inspector
Construction Inspector	Senior Water Treatment Facility Operator
Custodian	Street Field Supervisor
Electrical Supervisor	Street Maintenance Worker I
Electrician I	Street Maintenance Worker II
Electrician II	Street Maintenance Worker III
Electrician III	Supervising Water Service Worker
Heavy Equipment Operator	Telecommunications Specialist
Maintenance Craftworker	Telecommunications Technician
Maintenance Laborer	Water Facilities Supervisor

Park Maintenance Worker I	Water Facility Worker I
Park Maintenance Worker II	Water Facility Worker II
Park Maintenance Worker III	Water Facility Worker III
Parks, Trees and Facility Supervisor	Water Meter Specialist
Plant Maintenance Mechanic I	Water Services Worker
Plant Maintenance Mechanic II	Water Treatment Chief Operator
Plant Maintenance Mechanic III	Water Treatment Facility Operator
Plant Maintenance Supervisor	Water Treatment Facility Operator Trainee

Section 22. NCEA 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 members in resolving grievances at the lowest possible administrative level. These member representatives shall be afforded reasonable time for the investigation, and processing of grievances, for investigation of disciplinary actions, and to meet with management regarding such actions without loss of pay or benefits.
- 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 member who cannot attend.
- d. For the purpose of meeting and conferring with the City concerning contract reopeners or a successor Memorandum of Understanding, the City will provide paid release time for all seven (7) members of the NCEA Board of Directors.

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

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 Liebert & Cassidy training
4. SEIU sponsored training

5. Steward's duties, including Steward's Council.

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

22.4 In accordance with City Council Resolution 2000-222, Council has provided for the use of space on the bulletin boards throughout City facilities for 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 Council Resolution No. 2000-222, Section A.2. - Employee's Rights - Non Interference, it is recognized and supported that employees shall not be interfered with, intimidated, restrained, coerced or discriminated against because of their decision to participate in those Union activities that do not violate City policies. Although this section is not grievable under Section 23 of the MOU, the City encourages and expects open communication of all involved parties to support resolution of any matters or concerns raised under this section.

The City and NCEA 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

Section 23. Grievance Procedure

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

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

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

23.3 Steps of the Grievance Procedure

STEP 1

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

1. A statement of the alleged grievance
2. The specific section (s) of 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 member, NCEA, Human Resources Director within ten (10) business days of the receipt of the member's grievance.

Following the fact-finding by the Department Manager, the grievant will meet within ten (10) business days with the Department Manager or designee, in an attempt to resolve the grievance. The Department Manager or designee will indicate in writing their action and comments, and return a copy to the grievant within ten (10) business days of the Step 2 meeting.

STEP 3

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

STEP 4 - ARBITRATION

If the matter is not resolved at Step 3, NCEA 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 23.1, 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 23.5 below, including an appeal and/or hearing before the Civil Service Commission.

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

23.6 General Provisions

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

While it is permissible for either the affected member or the NCEA 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 calendar years 2014 and 2015 with respect to any subject matter within the scope of representation for a proposed Memorandum of Understanding between the parties to be effective on or after January 1, 2014. 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 January 1, 2014, 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 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, 2014.
- 32.2 The parties agree to initiate negotiations for a successor Agreement no later than July 1, 2014 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 2014-2015 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

The City will close for business and employees will receive paid time off for the City Closure Days as follows:

2014: December 26 and 29
2015: December 28 and 29

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, 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) where the nature of the work necessitates an employee work one (1) or more Closure Days (except in cases of emergency or other unforeseen situation, whether work is necessary will be determined in advance with notice to NCEA/SEIU and the City will seek volunteers first) 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 16 hours of paid time off during the Closure Days, will be provided paid leave hours (up to a total of 16 hours of paid time off) during each calendar year of the MOU.

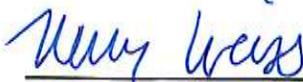
Employees who must schedule paid time off for times other than the Closure Days will do so under the provisions used for scheduling earned vacation. It is the responsibility of the employee and his or her supervisor to schedule the time off, with the intent to minimize disruption of operations and City 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.

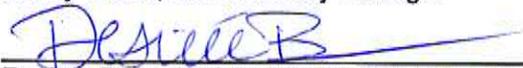
The Closure Days and additional paid time off identified herein are for the 2014-15 and 2015-16 fiscal years only.

This Memorandum of Understanding is executed at Napa, California on this 18th day of July, 2014.

CITY OF NAPA LABOR NEGOTIATORS



Nancy Weiss, Assistant City Manager



Desiree Brun, Assistant to the City Manager

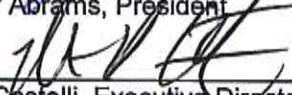
NAPA CITY EMPLOYEES'
ASSOCIATION/SEIU Local 1021



Tim Gonzales, SEIU Area Director

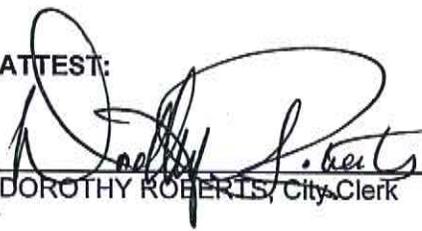


Becky Abrams, President



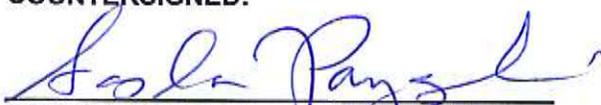
Pete Castelli, Executive Director SEIU Local 1021

ATTEST:



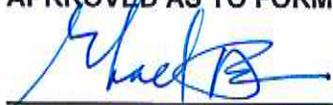
DOROTHY ROBERTS, City Clerk

COUNTERSIGNED:



SASHA PAYASLIAN, Deputy City Auditor

APPROVED AS TO FORM:



MICHAEL W. BARRETT, City Attorney

EXHIBIT "A"

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 3/29/14)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
ACCOUNT CLERK I	42,124	50,884
ACCOUNT CLERK II	45,502	54,967
ACCOUNTING TECHNICIAN	53,995	65,246
ACCOUNTING TECHNICIAN-(ENTRY)	49,098	59,304
ACTING SYSTEMS ADMIN (NCEA)	81,478	98,427
ADMINISTRATIVE SECRETARY	57,627	69,595
ASSISTANT PLANNER	64,674	78,137
ASSOCIATE PLANNER - ACTING	73,107	88,318
BUILDING INSPECTION SUPERVISOR	83,580	100,966
BUILDING INSPECTOR	68,988	83,349
BUILDING INSPECTOR TRAINEE	59,122	71,442
CODE ENFORCEMENT ASSISTANT	48,102	58,113
CODE ENFORCEMENT OFFICER	62,427	75,403
COMMUNITY SERVICES OFFICER I	44,578	53,861
COMMUNITY SERVICES OFFICER II	48,078	58,077
CONSTRUCTION INSPECTOR	67,360	81,369
CONSTRUCTION INSPECTOR ASST	60,628	73,228
CRIME ANALYSIS TECHNICIAN	55,574	67,177
CUSTODIAN	42,185	50,969
ELECTRICAL SUPERVISOR	72,560	87,662
ELECTRICIAN I	58,599	70,798
ELECTRICIAN II	63,010	76,120
ELECTRICIAN III	65,938	79,655
ENGINEERING AIDE	54,310	65,598
ENGINEERING ASSISTANT	71,539	86,423
EQUIPMENT MECHANIC	58,527	70,713
EQUIPMENT SERVICE WORKER	45,648	55,161
FIRE PREVENTION INSPECTOR I	60,993	73,678
FIRE PREVENTION INSPECTOR II	67,092	81,040
FIRE PREVENTION INSPECTOR III	73,787	89,145
FLEET SHOP SUPERVISOR	64,492	77,906
GRAFFITI REMOVAL WORKER	48,381	58,454
HEAVY EQUIPMENT OPERATOR	55,744	67,347
HOMELESS OUTREACH SPECIALIST	46,948	56,716
HOUSING SPECIALIST	50,508	61,017
HSNG REHABILITATION SPECIALIST	63,933	77,238
IMAGING CLERK	44,190	53,387
LABORATORY TECHNICIAN	58,089	70,166
MAINTENANCE CRAFTSWORKER	57,166	69,048
MAINTENANCE LABORER	31,370	37,900
MIS TECHNICIAN	59,499	71,867
OFFICE ASSISTANT I	38,248	46,194
OFFICE ASSISTANT II	42,112	50,872

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 3/29/14)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
OFFICE ASSISTANT II 37.5	39,488	47,689
PARK MAINTENANCE WORKER I	42,343	51,152
PARK MAINTENANCE WORKER II	48,381	58,454
PARK MAINTENANCE WORKER III	53,739	64,905
PARKS, TREES & FAC SUPERVISOR	64,772	78,246
PERMIT TECHNICIAN	52,342	63,265
PERSONNEL AIDE	46,134	55,744
PERSONNEL ASSISTANT	52,561	63,496
PLAN EXAMINER	75,889	91,684
PLANNING AIDE	51,079	61,698
PLANT MAINTENANCE MECHANIC I	57,518	69,474
PLANT MAINTENANCE MECHANIC II	61,443	74,236
PLANT MAINTENANCE MECHANIC III	64,516	77,942
PLANT MAINTENANCE SUPERVISOR	76,472	92,389
POLICE FORENSIC SPECIALIST	58,320	70,434
POLICE OFFICER TRAINEE	48,078	58,077
POLICE RECORDS ASSISTANT I	38,248	46,194
POLICE RECORDS ASSISTANT II	42,112	50,872
POLICE RECORDS SUPERVISOR	60,434	72,997
PS DISPATCH CALL TAKER	50,750	61,326
PUB SAFETY DISPATCH SUPERVISOR	66,952	80,896
PUBLIC SAFETY DISPATCHER I	55,853	67,462
PUBLIC SAFETY DISPATCHER II	60,917	73,598
PURCHASING ASSISTANT	53,995	65,246
PURCHASING/INVENTORY SPECIALST	53,995	65,246
RECEPTIONIST	37,726	45,575
RECREATION COORDINATOR	50,180	60,616
SCALEHOUSE ATTENDANT	40,131	48,478
SECRETARY	51,115	61,734
SENIOR BUILDING INSPECTOR	75,889	91,684
SENIOR ENGINEERING AIDE	59,486	71,855
SENIOR HOUSING SERVICES TECH	55,623	67,226
SENIOR OFFICE ASSISTANT	51,115	61,734
SR POLICE RECORDS ASSISTANT	51,115	61,734
SR WATER TREAT FACIL OPERATOR	65,877	79,582
STORESKEEPER	53,788	64,966
STREET FIELD SUPERVISOR	62,475	75,476
STREET MAINTENANCE WORKER I	43,618	52,695
STREET MAINTENANCE WORKER II	48,722	58,855
STREET MAINTENANCE WORKER III	53,739	64,905
SUPERVISING WATER SERVICE WRKR	60,252	72,803
TELECOMMUNICATIONS SPECIALIST	67,724	81,818
TELECOMMUNICATIONS TECHNICIAN	63,010	76,120
TELEPHONY SYSTEMS TECHNICIAN	63,010	76,120

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 3/29/14)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
WASTE PREVENTION REPRESENTATIVE	53,108	64,152
WATER CONSERVATION REPRESENTATIVE	53,108	64,152
WATER FACILITIES SUPERVISOR	65,877	79,582
WATER FACILITY WORKER I	44,420	53,667
WATER FACILITY WORKER II	50,483	60,993
WATER FACILITY WORKER III	56,643	68,453
WATER METER SPECIALIST	58,782	71,005
WATER RESOURCES SPECIALIST	59,486	71,855
WATER SERVICES WORKER	54,055	65,306
WATER SYSTEMS SPECIALIST	58,782	71,005
WATER TREATMENT FAC OPER TRAIN	58,089	70,166
WATER TREATMENT FAC OPERATOR	61,722	74,565

NOTE: All dollar amounts are approximate.

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 7/05/14)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
ACCOUNT CLERK I	42,651	51,520
ACCOUNT CLERK II	46,071	55,654
ACCOUNTING TECHNICIAN	54,670	66,062
ACCOUNTING TECHNICIAN-(ENTRY)	49,712	60,045
ACTING SYSTEMS ADMIN (NCEA)	82,496	99,657
ADMINISTRATIVE SECRETARY	58,347	70,465
ASSISTANT PLANNER	65,482	79,114
ASSOCIATE PLANNER - ACTING	74,021	89,422
BUILDING INSPECTION SUPERVISOR	84,625	102,228
BUILDING INSPECTOR	69,850	84,391
BUILDING INSPECTOR TRAINEE	59,861	72,335
CODE ENFORCEMENT ASSISTANT	48,703	58,839
CODE ENFORCEMENT OFFICER	63,207	76,346
COMMUNITY SERVICES OFFICER I	45,135	54,534
COMMUNITY SERVICES OFFICER II	48,679	58,803
CONSTRUCTION INSPECTOR	68,202	82,386
CONSTRUCTION INSPECTOR ASST	61,386	74,143
CRIME ANALYSIS TECHNICIAN	56,269	68,017
CUSTODIAN	42,712	51,606
ELECTRICAL SUPERVISOR	73,467	88,758
ELECTRICIAN I	59,331	71,683
ELECTRICIAN II	63,798	77,072
ELECTRICIAN III	66,762	80,651
ENGINEERING AIDE	54,989	66,418
ENGINEERING ASSISTANT	72,433	87,503
EQUIPMENT MECHANIC	59,259	71,597
EQUIPMENT SERVICE WORKER	46,219	55,851
FIRE PREVENTION INSPECTOR I	61,755	74,599
FIRE PREVENTION INSPECTOR II	67,931	82,053
FIRE PREVENTION INSPECTOR III	74,709	90,259
FLEET SHOP SUPERVISOR	65,298	78,880
GRAFFITI REMOVAL WORKER	48,986	59,185
HEAVY EQUIPMENT OPERATOR	56,441	68,189
HOMELESS OUTREACH SPECIALIST	47,535	57,425
HOUSING SPECIALIST	51,139	61,780
HSNG REHABILITATION SPECIALIST	64,732	78,203
IMAGING CLERK	44,742	54,054
LABORATORY TECHNICIAN	58,815	71,043
MAINTENANCE CRAFTSWORKER	57,881	69,911
MAINTENANCE LABORER	31,762	38,374
MIS TECHNICIAN	60,243	72,765
OFFICE ASSISTANT I	38,726	46,771
OFFICE ASSISTANT II	42,638	51,508

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 7/05/14)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
OFFICE ASSISTANT II 37.5	39,982	48,285
PARK MAINTENANCE WORKER I	42,872	51,791
PARK MAINTENANCE WORKER II	48,986	59,185
PARK MAINTENANCE WORKER III	54,411	65,716
PARKS, TREES & FAC SUPERVISOR	65,582	79,224
PERMIT TECHNICIAN	52,996	64,056
PERSONNEL AIDE	46,711	56,441
PERSONNEL ASSISTANT	53,218	64,290
PLAN EXAMINER	76,838	92,830
PLANNING AIDE	51,717	62,469
PLANT MAINTENANCE MECHANIC I	58,237	70,342
PLANT MAINTENANCE MECHANIC II	62,211	75,164
PLANT MAINTENANCE MECHANIC III	65,322	78,916
PLANT MAINTENANCE SUPERVISOR	77,428	93,544
POLICE FORENSIC SPECIALIST	59,049	71,314
POLICE OFFICER TRAINEE	48,679	58,803
POLICE RECORDS ASSISTANT I	38,726	46,771
POLICE RECORDS ASSISTANT II	42,638	51,508
POLICE RECORDS SUPERVISOR	61,189	73,909
PS DISPATCH CALL TAKER	51,384	62,093
PUB SAFETY DISPATCH SUPERVISOR	67,789	81,907
PUBLIC SAFETY DISPATCHER I	56,551	68,305
PUBLIC SAFETY DISPATCHER II	61,678	74,518
PURCHASING ASSISTANT	54,670	66,062
PURCHASING/INVENTORY SPECIALST	54,670	66,062
RECEPTIONIST	38,198	46,145
RECREATION COORDINATOR	50,807	61,374
SCALEHOUSE ATTENDANT	40,633	49,084
SECRETARY	51,754	62,506
SENIOR BUILDING INSPECTOR	76,838	92,830
SENIOR ENGINEERING AIDE	60,230	72,753
SENIOR HOUSING SERVICES TECH	56,318	68,066
SENIOR OFFICE ASSISTANT	51,754	62,506
SR POLICE RECORDS ASSISTANT	51,754	62,506
SR WATER TREAT FACIL OPERATOR	66,700	80,577
STORESKEEPER	54,460	65,778
STREET FIELD SUPERVISOR	63,256	76,419
STREET MAINTENANCE WORKER I	44,163	53,354
STREET MAINTENANCE WORKER II	49,331	59,591
STREET MAINTENANCE WORKER III	54,411	65,716
SUPERVISING WATER SERVICE WRKR	61,005	73,713
TELECOMMUNICATIONS SPECIALIST	68,571	82,841
TELECOMMUNICATIONS TECHNICIAN	63,798	77,072
TELEPHONY SYSTEMS TECHNICIAN	63,798	77,072

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 7/05/14)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
WASTE PREVENTION REPRESENTATIVE	53,772	64,954
WATER CONSERVATION REPRESENTATIVE	53,772	64,954
WATER FACILITIES SUPERVISOR	66,700	80,577
WATER FACILITY WORKER I	44,975	54,338
WATER FACILITY WORKER II	51,114	61,755
WATER FACILITY WORKER III	57,351	69,309
WATER METER SPECIALIST	59,517	71,893
WATER RESOURCES SPECIALIST	60,230	72,753
WATER SERVICES WORKER	54,731	66,122
WATER SYSTEMS SPECIALIST	59,517	71,893
WATER TREATMENT FAC OPER TRAIN	58,815	71,043
WATER TREATMENT FAC OPERATOR	62,494	75,497

NOTE: All dollar amounts are approximate.

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 7/04/15)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
ACCOUNT CLERK I	43,184	52,164
ACCOUNT CLERK II	46,647	56,350
ACCOUNTING TECHNICIAN	55,353	66,887
ACCOUNTING TECHNICIAN-(ENTRY)	50,333	60,796
ACTING SYSTEMS ADMIN (NCEA)	83,528	100,903
ADMINISTRATIVE SECRETARY	59,077	71,346
ASSISTANT PLANNER	66,301	80,103
ASSOCIATE PLANNER - ACTING	74,946	90,540
BUILDING INSPECTION SUPERVISOR	85,683	103,506
BUILDING INSPECTOR	70,723	85,446
BUILDING INSPECTOR TRAINEE	60,609	73,239
CODE ENFORCEMENT ASSISTANT	49,312	59,575
CODE ENFORCEMENT OFFICER	63,997	77,300
COMMUNITY SERVICES OFFICER I	45,699	55,216
COMMUNITY SERVICES OFFICER II	49,287	59,538
CONSTRUCTION INSPECTOR	69,055	83,416
CONSTRUCTION INSPECTOR ASST	62,153	75,070
CRIME ANALYSIS TECHNICIAN	56,972	68,867
CUSTODIAN	43,246	52,251
ELECTRICAL SUPERVISOR	74,385	89,867
ELECTRICIAN I	60,073	72,579
ELECTRICIAN II	64,595	78,035
ELECTRICIAN III	67,597	81,659
ENGINEERING AIDE	55,676	67,248
ENGINEERING ASSISTANT	73,339	88,597
EQUIPMENT MECHANIC	59,999	72,492
EQUIPMENT SERVICE WORKER	46,796	56,549
FIRE PREVENTION INSPECTOR I	62,527	75,531
FIRE PREVENTION INSPECTOR II	68,780	83,079
FIRE PREVENTION INSPECTOR III	75,643	91,388
FLEET SHOP SUPERVISOR	66,114	79,866
GRAFFITI REMOVAL WORKER	49,598	59,924
HEAVY EQUIPMENT OPERATOR	57,146	69,041
HOMELESS OUTREACH SPECIALIST	48,129	58,143
HOUSING SPECIALIST	51,779	62,552
HSNG REHABILITATION SPECIALIST	65,541	79,181
IMAGING CLERK	45,302	54,730
LABORATORY TECHNICIAN	59,550	71,931
MAINTENANCE CRAFTSWORKER	58,604	70,785
MAINTENANCE LABORER	32,159	38,853
MIS TECHNICIAN	60,996	73,675
OFFICE ASSISTANT I	39,210	47,356
OFFICE ASSISTANT II	43,171	52,152

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 7/04/15)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
OFFICE ASSISTANT II 37.5	40,481	48,889
PARK MAINTENANCE WORKER I	43,408	52,439
PARK MAINTENANCE WORKER II	49,598	59,924
PARK MAINTENANCE WORKER III	55,091	66,538
PARKS, TREES & FAC SUPERVISOR	66,401	80,214
PERMIT TECHNICIAN	53,659	64,857
PERSONNEL AIDE	47,295	57,146
PERSONNEL ASSISTANT	53,883	65,093
PLAN EXAMINER	77,798	93,990
PLANNING AIDE	52,364	63,250
PLANT MAINTENANCE MECHANIC I	58,965	71,222
PLANT MAINTENANCE MECHANIC II	62,989	76,103
PLANT MAINTENANCE MECHANIC III	66,139	79,903
PLANT MAINTENANCE SUPERVISOR	78,396	94,713
POLICE FORENSIC SPECIALIST	59,787	72,206
POLICE OFFICER TRAINEE	49,287	59,538
POLICE RECORDS ASSISTANT I	39,210	47,356
POLICE RECORDS ASSISTANT II	43,171	52,152
POLICE RECORDS SUPERVISOR	61,954	74,833
PS DISPATCH CALL TAKER	52,027	62,869
PUB SAFETY DISPATCH SUPERVISOR	68,636	82,931
PUBLIC SAFETY DISPATCHER I	57,258	69,159
PUBLIC SAFETY DISPATCHER II	62,449	75,449
PURCHASING ASSISTANT	55,353	66,887
PURCHASING/INVENTORY SPECIALST	55,353	66,887
RECEPTIONIST	38,675	46,721
RECREATION COORDINATOR	51,442	62,141
SCALEHOUSE ATTENDANT	41,141	49,698
SECRETARY	52,401	63,287
SENIOR BUILDING INSPECTOR	77,798	93,990
SENIOR ENGINEERING AIDE	60,982	73,663
SENIOR HOUSING SERVICES TECH	57,022	68,917
SENIOR OFFICE ASSISTANT	52,401	63,287
SR POLICE RECORDS ASSISTANT	52,401	63,287
SR WATER TREAT FACIL OPERATOR	67,534	81,584
STORESKEEPER	55,141	66,600
STREET FIELD SUPERVISOR	64,047	77,375
STREET MAINTENANCE WORKER I	44,715	54,021
STREET MAINTENANCE WORKER II	49,948	60,336
STREET MAINTENANCE WORKER III	55,091	66,538
SUPERVISING WATER SERVICE WRKR	61,768	74,634
TELECOMMUNICATIONS SPECIALIST	69,428	83,876
TELECOMMUNICATIONS TECHNICIAN	64,595	78,035
TELEPHONY SYSTEMS TECHNICIAN	64,595	78,035

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 7/04/15)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
WASTE PREVENTION REPRESENTATIVE	54,444	65,766
WATER CONSERVATION REPRESENTATIVE	54,444	65,766
WATER FACILITIES SUPERVISOR	67,534	81,584
WATER FACILITY WORKER I	45,537	55,017
WATER FACILITY WORKER II	51,753	62,527
WATER FACILITY WORKER III	58,068	70,175
WATER METER SPECIALIST	60,261	72,791
WATER RESOURCES SPECIALIST	60,982	73,663
WATER SERVICES WORKER	55,415	66,949
WATER SYSTEMS SPECIALIST	60,261	72,791
WATER TREATMENT FAC OPER TRAIN	59,550	71,931
WATER TREATMENT FAC OPERATOR	63,275	76,441

NOTE: All dollar amounts are approximate.

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 9/26/15)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
ACCOUNT CLERK I	43,723	52,816
ACCOUNT CLERK II	47,230	57,054
ACCOUNTING TECHNICIAN	56,045	67,723
ACCOUNTING TECHNICIAN-(ENTRY)	50,962	61,556
ACTING SYSTEMS ADMIN (NCEA)	84,572	102,164
ADMINISTRATIVE SECRETARY	59,815	72,238
ASSISTANT PLANNER	67,130	81,104
ASSOCIATE PLANNER - ACTING	75,883	91,671
BUILDING INSPECTION SUPERVISOR	86,754	104,800
BUILDING INSPECTOR	71,608	86,514
BUILDING INSPECTOR TRAINEE	61,367	74,155
CODE ENFORCEMENT ASSISTANT	49,928	60,320
CODE ENFORCEMENT OFFICER	64,797	78,266
COMMUNITY SERVICES OFFICER I	46,271	55,906
COMMUNITY SERVICES OFFICER II	49,904	60,282
CONSTRUCTION INSPECTOR	69,918	84,459
CONSTRUCTION INSPECTOR ASST	62,930	76,009
CRIME ANALYSIS TECHNICIAN	57,684	69,728
CUSTODIAN	43,787	52,904
ELECTRICAL SUPERVISOR	75,315	90,991
ELECTRICIAN I	60,824	73,486
ELECTRICIAN II	65,403	79,010
ELECTRICIAN III	68,442	82,680
ENGINEERING AIDE	56,372	68,089
ENGINEERING ASSISTANT	74,255	89,705
EQUIPMENT MECHANIC	60,749	73,398
EQUIPMENT SERVICE WORKER	47,381	57,256
FIRE PREVENTION INSPECTOR I	63,309	76,476
FIRE PREVENTION INSPECTOR II	69,640	84,117
FIRE PREVENTION INSPECTOR III	76,589	92,530
FLEET SHOP SUPERVISOR	66,941	80,864
GRAFFITI REMOVAL WORKER	50,218	60,674
HEAVY EQUIPMENT OPERATOR	57,861	69,904
HOMELESS OUTREACH SPECIALIST	48,731	58,870
HOUSING SPECIALIST	52,426	63,334
HSNG REHABILITATION SPECIALIST	66,361	80,171
IMAGING CLERK	45,868	55,414
LABORATORY TECHNICIAN	60,295	72,830
MAINTENANCE CRAFTSWORKER	59,337	71,670
MAINTENANCE LABORER	32,561	39,339
MIS TECHNICIAN	61,758	74,596
OFFICE ASSISTANT I	39,700	47,948
OFFICE ASSISTANT II	43,711	52,804

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 9/26/15)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
OFFICE ASSISTANT II 37.5	40,987	49,500
PARK MAINTENANCE WORKER I	43,951	53,094
PARK MAINTENANCE WORKER II	50,218	60,674
PARK MAINTENANCE WORKER III	55,780	67,369
PARKS, TREES & FAC SUPERVISOR	67,231	81,217
PERMIT TECHNICIAN	54,329	65,667
PERSONNEL AIDE	47,886	57,861
PERSONNEL ASSISTANT	54,557	65,907
PLAN EXAMINER	78,771	95,165
PLANNING AIDE	53,019	64,041
PLANT MAINTENANCE MECHANIC I	59,702	72,112
PLANT MAINTENANCE MECHANIC II	63,776	77,055
PLANT MAINTENANCE MECHANIC III	66,966	80,902
PLANT MAINTENANCE SUPERVISOR	79,376	95,897
POLICE FORENSIC SPECIALIST	60,534	73,108
POLICE OFFICER TRAINEE	49,904	60,282
POLICE RECORDS ASSISTANT I	39,700	47,948
POLICE RECORDS ASSISTANT II	43,711	52,804
POLICE RECORDS SUPERVISOR	62,729	75,769
PS DISPATCH CALL TAKER	52,677	63,655
PUB SAFETY DISPATCH SUPERVISOR	69,494	83,968
PUBLIC SAFETY DISPATCHER I	57,974	70,024
PUBLIC SAFETY DISPATCHER II	63,230	76,393
PURCHASING ASSISTANT	56,045	67,723
PURCHASING/INVENTORY SPECIALST	56,045	67,723
RECEPTIONIST	39,158	47,306
RECREATION COORDINATOR	52,085	62,918
SCALEHOUSE ATTENDANT	41,655	50,319
SECRETARY	53,056	64,078
SENIOR BUILDING INSPECTOR	78,771	95,165
SENIOR ENGINEERING AIDE	61,745	74,583
SENIOR HOUSING SERVICES TECH	57,735	69,779
SENIOR OFFICE ASSISTANT	53,056	64,078
SR POLICE RECORDS ASSISTANT	53,056	64,078
SR WATER TREAT FACIL OPERATOR	68,378	82,604
STORESKEEPER	55,830	67,433
STREET FIELD SUPERVISOR	64,847	78,342
STREET MAINTENANCE WORKER I	45,274	54,696
STREET MAINTENANCE WORKER II	50,572	61,090
STREET MAINTENANCE WORKER III	55,780	67,369
SUPERVISING WATER SERVICE WRKR	62,540	75,567
TELECOMMUNICATIONS SPECIALIST	70,296	84,925
TELECOMMUNICATIONS TECHNICIAN	65,403	79,010
TELEPHONY SYSTEMS TECHNICIAN	65,403	79,010

NCEA MOU - ATTACHMENT A
JOB CLASSIFICATIONS AND ANNUAL SALARY RANGES
(AS OF 9/26/15)

<u>Job Title</u>	<u>Annual Min</u>	<u>Annual Max</u>
WASTE PREVENTION REPRESENTATIVE	55,125	66,588
WATER CONSERVATION REPRESENTATIVE	55,125	66,588
WATER FACILITIES SUPERVISOR	68,378	82,604
WATER FACILITY WORKER I	46,107	55,705
WATER FACILITY WORKER II	52,400	63,309
WATER FACILITY WORKER III	58,794	71,052
WATER METER SPECIALIST	61,014	73,701
WATER RESOURCES SPECIALIST	61,745	74,583
WATER SERVICES WORKER	56,108	67,786
WATER SYSTEMS SPECIALIST	61,014	73,701
WATER TREATMENT FAC OPER TRAIN	60,295	72,830
WATER TREATMENT FAC OPERATOR	64,066	77,396

NOTE: All dollar amounts are approximate.

EXHIBIT B
INCENTIVE PROGRAM

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

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

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