City of Napa C2016
Agreement No. 136

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR
THE CITY OF NAPA

AND

NAPA POLICE OFFICERS' ASSOCIATION
FOR

JULY 1, 2016 THROUGH JUNE 30, 2019

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This Memorandum of Understanding (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 (City) and the Napa Police Officers' Association (NPOA). As a result of meet and confer sessions, the City and NPOA have agreed to the following:

Section 1. Recognition

The City recognizes NPOA as the certified employee organization representing the following classes of employees: Police Officer and Police Sergeant.

Section 2. Term

The term of this MOU shall be July 1, 2016 through June 30, 2019.

Section 3. Salary

3.1 During the term of the MOU no cost-of-living adjustments shall be made. The City hereby approves the salary increase for each position identified in Exhibit "A" in the percentage amounts of 3.0% (effective July 2, 2016), 3.0% (effective July 1, 2017) and 3.5% (effective June 30, 2018). After these salary increases are implemented on their respective effective date (July 2, 2016, July 1, 2017 and June 30, 2018), the salary range for each position is as identified in Exhibit "A," attached hereto and incorporated herein by reference.

3.2 It is City's intent to maintain salaries and benefits at a level that attracts and retains quality employees, and the parties agree that surveys of the salaries and benefits of police officers and sergeants performing comparable work for comparable agencies provide information useful in ensuring that the City continues to meet this goal. Any surveys performed by the parties will be informational only and will be used to inform future salary negotiations to keep salaries and benefits competitive. Historically, the survey universe included the following cities: Fairfield, Hayward, Livermore-Pleasanton, Newark, Petaluma, Richmond, Santa Rosa, Vacaville, and Vallejo. By no later than December 31, 2015, the parties will meet and discuss survey agencies and parameters, to ensure that changes in demographics and financial conditions are recognized in the selection of rational survey universe.

3.3 The salary table, which identifies the base salary for each employee classification (Police Officer and Police Sergeant) is attached in Exhibit A. The term of the "A" step shall be six (6) months. The term of the remaining steps shall be one (1) year.

3.4 Employment transactions which effect a member's pay or retirement contributions shall be effective the first day of a 2-week pay cycle. This includes merit increases, promotions, transfers, reclassifications, starting and ending specialty pays and acting assignments, POST Certificate pay,

and education incentive pay. Merit increases, which are due on a member's anniversary date, shall be made effective the beginning of the pay period in which the effective date occurs.

Section 4. Shift Differential

4.1 Shift differential shall be paid for hours worked on swing shift and grave shift, as set forth below in Section 4.2. For the purpose of receiving shift differential, the definition of shifts shall be:

Swing shift: Any shift that starts between 1100 and 1759 hours
Grave shift: Any shift that starts between 1800 and 0359 hours

If a FTO's regularly assigned hours are adjusted for training of new officers, they shall maintain their current shift differential (if any).

4.2 Shift differential pay shall be paid as follows:

Swing shift: Three percent (3.0%) of base salary
Grave shift: Six percent (6.0%) of base salary

4.3 Shift Differential Pay is considered special compensation earnable under Government Code Section 20636 and California Code of Regulations Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, Section 571(a)(4).

Section 5. Shift Changes

City agrees to post changes in shift at least thirty (30) days in advance, except in emergencies. This Section shall not be utilized to avoid the payment of overtime or call back premiums or to prohibit schedule changes necessary for training purposes.

Any changes to overall shift configuration (as identified in Section 14.1) shall be identified at least four months prior to implementation date. This section does not prohibit the City from making shift configuration changes when good cause exists or in emergency situations.

Section 6. Specialty Pay

6.1 Bilingual Pay: The City agrees to administer a bilingual (Spanish) proficiency examination and to certify members who pass the proficiency examination. There shall be no limit to the number of positions designated to receive Bilingual Pay. The Police Chief may require that an officer be recertified once every three (3) years.

Certified bilingual members will receive a bilingual pay differential of three-and-one-half percent (3.5%) of Top Step Police Officer base salary.

6.2 Acting Sergeant Assignments: Members formerly designated as FTO/Acting Sergeants shall remain as Acting Sergeants for the duration of the assignment. The Police Chief may designate Acting

Sergeants in accordance with department policy. Once assigned, members will not be removed from such assignments except for cause or as prescribed by department policy. The selection process and tenure for Acting Sergeant assignments shall be in accordance with the department's Specialty and Ancillary Assignment Policy (General Order 1004).

6.2.1 Members assigned will perform the duties of Sergeant when directed to do so by the Police Chief or his/her designee, in accordance with department policy. Members assigned as Acting Sergeant shall receive additional compensation in the amount of four percent (4%) of their base salary for the duration of the assignment.

6.2.2 In the event an Acting Sergeant is not available to act in the Sergeant's place, the Police Chief may make a temporary appointment to a Provisional Acting Sergeant assignment, only until the Acting Sergeant is again available. Notwithstanding the provisions for effective dates of pay set forth in Section 3.4, members appointed to a Provisional Acting Sergeant assignment shall receive additional compensation in the amount of four percent (4%) of their base salary for actual hours worked in the assignment.

6.3 Field Training Officer (FTO) Assignments. Members assigned will perform the duties of a FTO when directed to do so by the Police Chief or his/her designee, in accordance with department policy. The selection process and tenure for FTO assignments shall be in accordance with General Order 1004.

6.3.1 Notwithstanding the provisions for effective dates of pay set forth in Section 3.5, members assigned as a FTO shall receive additional compensation in the amount of four percent (4%) of their base salary for the hours a trainee is assigned to the FTO.

6.3.2 An Acting Sergeant who is qualified to serve as a FTO may be assigned FTO duties at the Police Chief's discretion. An Acting Sergeant who is assigned FTO duties shall not receive both Acting Sergeant pay and FTO pay at the same time. When an Acting Sergeant is assigned to FTO duties, a Provisional Acting Sergeant shall be assigned.

6.4 Specialty Assignments Pay. Members assigned to the specialty assignments listed below will perform the duties assigned by the Police Chief or his/her designee, in accordance with General Order 1004. Members assigned to the specialty assignments on a full time basis shall receive additional compensation in the amount of three-and-one-half percent (3.5%) of their base salary for the duration of the assignment. Specialty Pay for these assignments is not cumulative.

Investigator
Investigations Sergeant
Motor Officer
Traffic Sergeant
School Resource Officer
Youth Service Bureau Sergeant

Special Enforcement Unit Officer (SEU)
Special Enforcement Unit Sergeant
NSIB Agent
NSIB Sergeant

6.5 Ancillary Assignment Pay. Members assigned to the ancillary assignments below will perform the duties assigned by the Police Chief or his/her designee, in accordance with General Order 1004. Members assigned to ancillary assignments on a full time basis shall receive additional compensation in the amounts listed below, for the duration of the assignment. A member may work more than one ancillary assignment at a time. In no case shall ancillary assignment pay exceed three-and-three-quarters' percent (3.75%), irrespective of the number of assignments worked by any member.

SWAT	3.5% of current base salary
Hostage Negotiations	3.5% of current base salary
Hostage Negotiations Coordinator	2.0% of current base salary
Crime Scene Specialist	1.75% of current base salary
Crime Scene Specialist Coordinator	2.0% of current base salary
Police Training Officer Coordinator	2.0% of current base salary
Traffic Accident Reconstruction Specialist	1.75% of current base salary
Traffic Accident Reconstruction Specialist Coordinator	2.0% of current base salary
Range Master	1.75% of current base salary
Range Coordinator	2.0% of current base salary

6.6 Transfers to and from specialty assignments shall be posted at least thirty (30) days in advance of the effective date, unless waived by the affected member(s).

6.7 Court Pay

6.7.1 A member subpoenaed to testify in court regarding City business during the member's regularly scheduled off duty hours, shall be paid "court pay" at the overtime rate, from the time directed to appear until the time released by the Court.

6.7.2 A member entitled to court pay shall be paid for a minimum of three (3) hours at the overtime rate if (a) the member is directed to appear three (3) or more hours prior to the beginning of a regular scheduled shift, or (b) the member is released by the Court (3) or more hours following completion of the member's regular scheduled shift.

6.7.3 Notwithstanding Section 6.7.2, a member shall be entitled to no more than one - three (3) hours minimum of court pay - during any eight (8) hour period. In the event the member is directed to appear for a second appearance during such eight (8) hour period, a one (1) hour minimum shall apply to the second appearance, and the member shall have the option of

returning from the court to the department at the conclusion of the first appearance to perform regular available work until the time of the second appearance.

6.7.4 If, after a member is subpoenaed to testify in court regarding City business, the member's appearance is canceled before the member testifies,

(a) the member shall receive minimum compensation of one (1) hour at the overtime rate if either: (i) the notice of cancellation is provided less than forty-eight (48) hours prior to the appearance time, or (ii) the notice of cancellation is provided less than seventy-two (72) hours prior to the appearance time and there are no regularly scheduled work days falling within that seventy-two (72) hour period; or

(b) the member shall receive minimum compensation of two (2) hours at the overtime rate if the notice of cancellation is provided less than twenty-four (24) hours prior to the appearance time; or

(c) the member shall receive no compensation if either: (i) the notice of cancellation is provided at least seventy-two (72) hours prior to the appearance time, or (ii) the notice of cancellation is provided less than seventy-two (72) hours, and at least forty-eight (48) hours, before the appearance time, and there is a regularly scheduled work day falling within the seventy-two (72) hour period.

(d) Notwithstanding the other provisions of this Section 6.7.4, at no time will the minimum compensation rate overlap with a regularly scheduled work assignment.

(e) "Cancellation" means the time the information is made available to the member; it is not the time the member elects to avail himself or herself to the information.

6.8 Call Back Pay. A member called back to work during the three (3) hour period prior to commencement of a regular scheduled shift or during the three (3) hour period following completion of a regular scheduled shift, after having physically left the Police Department premises, shall receive minimum compensation of one (1) hour at the overtime rate. A member called back to work during a period not covered by the foregoing sentence shall receive minimum compensation of three (3) hours at the overtime rate. In the event the member returns to duty for a voluntary overtime assignment, the member shall receive minimum compensation of one (1) hour at the overtime rate. A "call back" is an unscheduled summons or request to return to work. It does not include prescheduled requests or prescheduled directions to return to work. At no time will the minimum compensation overlap with a regularly scheduled work assignment.

6.9 Bilingual Pay, Police Training Officer Pay, Field Training Officer Pay, Specialty Assignment Pay and Ancillary Assignment Pay are considered special compensation earnable for special assignments under Government Code Section 20636 and California Code of Regulations, Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, Section 571(a)(4). Acting Sergeant Pay is considered special compensation earnable for temporary upgrades under Government Code Section 20636 and California Code of Regulations Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, 571(a)(3).

Section 7. POST Certificate Pay

7.1 Upon successful completion of probationary period, Peace Officers Standards & Training (POST) Certificate Pay for members hired on or before August 31, 2012 shall be compensated as follows:

7.1.1 Officers and Sergeants who possess a POST Intermediate Certificate shall be compensated one hundred twenty one dollars and two cents ($121.02) per month from date of qualification.

7.1.2 Officers and Sergeants who possess a POST Advanced Certificate shall be compensated an additional one hundred twenty one dollars and two cent ($121.02) per month from date of qualification.

7.1.3 Sergeants who possess a POST Supervisory Certificate shall be compensated an additional eighty dollars and twenty cents ($80.20) per month from date of qualification.

7.1.4 POST Certificate Pay set forth under Sections 7.1.1, 7.1.2 and 7.1.3, above is cumulative, such that a member may receive POST Certificate Pay under all of the sections above.

7.1.5 Upon meeting the eligibility requirements for Education Incentive Pay for a Bachelor's degree or Master's Degree in section 8.2 below, members hired on or before August 31, 2012: (a) shall not be entitled to payment provided in this Section 7.1, but (b) shall only be eligible for POST Certificate Pay provided for in 7.2 below.

7.2 Upon successful completion of probationary period, Peace Officers Standards & Training (POST) Certificate Pay for members hired on or after September 1, 2012, or members who fall within 7.1.5 above, shall be compensated as follows:

7.2.1 Officers and Sergeants who possess a POST Intermediate Certificate shall be compensated one hundred dollars ($100.00) per month from date of qualification.

7.2.2 Officers and Sergeants who possess a POST Advanced Certificate shall be compensated an additional one hundred dollars ($100.00) per month from date of qualification.

7.2.3 Sergeants who possess a POST Supervisory Certificate shall be compensated an additional seventy-five dollars ($75.00) per month from date of qualification.

7.2.4 POST Certificate Pay set forth under Sections 7.2.1, 7.2.2 and 7.2.3, above is cumulative, such that a member may receive POST Certificate Pay under all of the sections above.

7.3 Effective Date. Following the Police Chief's approval, a member will be eligible to receive Certificate Pay once POST has confirmed eligibility for the applicable certificate based upon the review and approval of the member's application to POST for certification. Certificate Pay will be retroactive to

the first day of the pay period following eligibility for the certificate and submission of the paperwork to Police Administration. Authorization for Finance to pay such Certificate Pay shall follow written confirmation by the person designated to administer this program that POST has approved the application for Certificate, as well as a submittal in writing as to the date that such paperwork for the certificate was initially submitted to Police Administration for processing. The member shall submit the application for Certificate Pay within a timely manner upon receipt of the POST Certificate.

Section 8. Education Incentive Pay

8.1 Effective September 1, 2012, Education Pay 1 and Education Pay 2 are eliminated. Those members who as of September 1, 2012 were receiving Education Pay 1 or Education Pay 2 shall be grandfathered and shall remain frozen at the level attained by an eligible member as of September 1, 2012 as follows:

Education Pay 1 Eligibility Requirements: POST Basic Certificate, AA degree, and five (5) years of approved experience. Members who qualified for Education Pay 1 as of October 1, 2010 without possession of an AA degree will continue to be eligible for Education Pay 1.

Police Officer	$121.02/mo.
Sergeant	$148.73/mo.

Education Pay 2 Eligibility Requirements: AA degree in an approved field and ten (10) years of approved experience; or BA degree in an approved field and five (5) years of approved experience.

Police Officer	$242.04/mo.
Sergeant	$297.45/mo.

Members who are grandfathered into this provision will be eligible for Education Incentive Pay under section 8.2 upon meeting the eligibility requirements described therein, in lieu of Education Pay 1 or Education Pay 2.

8.2 Upon successful completion of a probationary period, members are entitled to the following Educational Incentive Pay:

	Police Officer	**Sergeant**
Associate's Degree	$100 per month	$100 per month
Bachelor's Degree	$285 per month	$345 per month
Master's Degree (or higher)	$324 per month	$395 per month

In order to be a qualifying educational degree, an Associate's, Bachelor's or Master's degree must be related to the work of the employee's position, career development or occupation in such fashion as will offer substantial benefit to the City, and must have been conferred by a college or university

accredited by the Western Association of Schools and Colleges, or by a national accreditation agency.

Education Incentive Pay above is not cumulative, and a member may receive additional pay only for one degree for the highest degree the member has been awarded.

8.3 The City's payment of Education Incentive Pay shall be effective the first day of the 2-week pay cycle, after the member submits the fully completed and approved application that establishes entitlement.

8.4 Members who have qualified to receive education incentive pay will not be required to re-qualify annually in order to retain said pay.

Section 9. Tuition Reimbursement

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

Section 10. Uniform Allowance

10.1 The City will pay one thousand two hundred ($1,200) per year for uniform allowance, to be paid equally over 26 pay periods.

10.2 It is understood 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.

10.3 The City will provide a newly hired member with two (2) long sleeve shirts, two (2) short sleeve shirts, two (2) pants, one (1) jacket, and one (1) pair of boots in lieu of any allowance for the first year (26 pay periods) of employment. The Department will also provide one set each of the training and special events uniform, upon hire. The Police Chief will designate uniform specifications and vendor.

10.4 The City shall provide the following issued equipment to all members, to be used in the course of their employment with the City of Napa Police Department:

10.4.1 Shoulder patches.

10.4.2 Recording Devices

10.4.3 Safety Equipment

10.4.4 Holsters and Cuff Cases

10.4.5 Body Armor, which shall be issued and replaced as follows:

10.4.5.1 The City agrees to issue body armor to all members and shall repair or replace issued body armor in conformance with industry standards and manufacturer's recommendations, provided that armor in regular use over five (5) years old shall be replaced upon request of the member. Armor not in regular use by the member shall be replaced at the request of the member after it has received the equivalent of five (5) years use.

10.4.5.2 The City shall issue body armor that is in conformance with National Institute of Justice (NIJ) rating as adequate for normal duty use (no less than level 2A).

10.4.5.3 Those sworn members who are assigned to the "Uniformed Bureau" of the department are highly encouraged to wear their body armor. Wearing of body armor is mandatory when ordered by a member in a supervising capacity. Depending upon a situational occurrence or assignment, a supervising member will have the authority to decide when the wearing of body armor is mandatory. Whenever a member is not wearing body armor, the member will have the body armor immediately available in the event the member is assigned and ordered to wear it.

10.4.5.4 Issued body armor which is damaged through improper care or use shall be subject to repair or replacement at the member's expense.

10.4.5.5 The City will not permanently issue used body armor without the consent of NPOA.

Section 11. Holidays/Holiday Pay

11.1 The following listed holidays shall be recognized, entitling members to holiday pay, which will be paid in accordance with PERS rules:

New Year's Day
Martin Luther King Jr.'s Birthday
Washington's Birthday
Lincoln's Birthday
Memorial Day
Independence Day
Labor Day
Admissions Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

The parties acknowledge that the City will remain open for business on Lincoln's Birthday, Washington's Birthday, and Admissions day.

11.2 Holiday pay shall be paid on the pay check covering the period in which the holiday occurs.

Section 12. Vacation

12.1 Vacation accrual is as follows:

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

12.1.1 Effective for members hired after October 1, 2010, lateral hires with at least five years' experience as a peace officer with another California public safety agency, upon completion of probation shall accrue 120 hours per year for 0-4 years of service.

12.1.2 Continuous full-time service with the City will be counted for vacation accrual.

12.2 The maximum annual carryover of accrued vacation will be two hundred eighty (280) hours.

12.2.1 Members may accrue vacation hours in excess of the maximum vacation carryover during a calendar year, but vacation hours in excess of 280 ("excess hours") are not vested and may not be carried over into subsequent years. Except as provided in 12.2.2 and 12.2.3 all members with excess hours as of the last day of the pay period containing December 31 will have their accruals adjusted to 280 hours.

12.2.1.1 Catastrophic Leave Bank. Excess hours not taken as vacation in the year they are accrued may be assigned to the Catastrophic Leave Bank as outlined in the City's "Leave Accrual Policy for Catastrophic Illness or Injury." Such assignment must occur annually and a standing request to assign such hours will not be honored.

12.2.1.2 NPOA Leave Bank Hours. Effective each January 1, the first five (5) hours of end-of-the-year excess shall be placed in the NPOA Leave Bank. Any excess hours remaining after assignment to the NPOA Leave Bank will be subject to the provisions in Sections 12.2.1 and 12.2.1.1.

12.2.2 The City Manager may approve an additional forty (40) hours of accrual for special purposes.

12.2.3 4850 Leave. Members who are on 4850 leave for at least twelve (12) consecutive weeks can carryover up to fifty-one (51) hours of vacation above the maximum annual carryover accrual, for total carryover of two hundred ninety-nine (299) hours. These excess carryover hours must be used during the next calendar year.

12.3 The City will continue its practice of notifying members regarding vacation accrual. All other aspects and practices regarding vacation benefits shall continue in effect.

Section 13. Promotions

Upon any promotion from Police Officer to Police Sergeant, the City agrees to concurrently adjust the salary of the promoted member to D-step of the Sergeants salary schedule.

Section 14. Hours of Work and Overtime

14.1 The City has elected a twenty-eight (28) day cycle under the Fair Labor Standards Act.

14.1.1 Members assigned to a "4-10" shift shall work four (4) consecutive ten (10) hour shifts scheduled within ten (10) hours followed by three (3) consecutive days of rest.

14.1.2 Members assigned to "5-8" shift shall work five (5) consecutive eight (8) hour shifts scheduled within eight (8) hours followed by two (2) consecutive days of rest.

14.1.3 Members assigned to a "9-80" shift shall work, during two consecutive weeks, five consecutive nine (9) hour shifts scheduled within nine (9) hours followed by two (2) consecutive days of rest followed, in the second week, by three (3) consecutive nine (9) hours shifts and one (1) eight (8) hour shift scheduled with nine (9) and eight (8) hours respectively followed by three (3) consecutive days of rest.

14.1.4 Members assigned to the “12½” hour shift shall work three (3) consecutive twelve and one-half (12½) hour shifts scheduled within twelve and one-half (12½) hours followed by four (4) consecutive days of rest.

Members assigned to this work schedule are required to work ten (10) additional hours during each twenty-eight (28) day work cycle in the form of an additional day of work. Such additional day of work may include training, special duty, patrol relief or as otherwise assigned, or the member may, with a supervisor’s approval, utilize ten (10) hours of compensatory time off (CTO) and/or vacation. The additional day of work will be scheduled either at the beginning or end of the member’s four (4) days off, whenever possible.

During each daily twelve and one-half (12½) hour shift, each member shall be permitted two (2) paid rest periods of up to twenty (20) minutes and one (1) paid meal period of up to forty-five (45) minutes, provided the member's duties permit such breaks.

14.1.5 Members assigned the "12" hour shift shall work three (3) consecutive days followed by four (4) consecutive days of rest, and then work four (4) consecutive days followed by three (3) consecutive days of rest. One of the scheduled work days during each two week cycle shall be prescheduled as an eight (8) hour work day; all other work days will be twelve (12) hours. The eight (8) hour work day shall be designated for each employee working the 12 hour shift at the beginning of each shift bid session.

During each daily twelve (12) hour shift, each member shall be permitted two (2) paid rest periods of up to twenty (20) minutes and one (1) paid meal break of up to forty-five minutes, provided the member's duties permit such breaks.

14.1.6 To ensure that members of the patrol bureau are not fatigued when beginning work, a total of six (6) hours of off-duty time must have occurred before their scheduled return to work, except during times of emergency. This off-duty time does not have to be continuous. Previous duty means any overtime assignment, recall assignment, court time and any other assignment when the member is performing work for the City.

14.2 Except as provided herein, all hours worked in excess of one-hundred-sixty (160) hours in the 28-day cycle shall be compensated in cash at one and one-half (1 1/2) times the member's regular hourly rate or in compensatory time off at the rate of one and one-half (1 1/2) hours of CTO for each hour worked as provided in Section 16 below. The City shall not be required to pay overtime or CTO when such excess time worked is due to schedule changes to accommodate training activities or due to shift changes unless the City would be required to pay overtime in accordance with its twenty-eight (28) day cycle as required by the Fair Labor Standards Act.

14.3 Overtime will be paid in each pay period, and paid time off shall count towards the accumulation of hours worked for purposes of computing overtime. Training, meetings and other City-ordered time shall be considered as hours worked. The parties acknowledge that instances may occur in which a member receives overtime pay in a pay period and subsequently does not exceed 160 hours in the 28-day cycle. In that event, the overtime payment shall be reconciled within the next two pay periods. An example of this would be when a member receives time-off without pay, by order of the Police Chief.

Section 15. Compensatory Time Off

Compensatory time off (CTO) in lieu of cash overtime payment shall be accrued subject to the following provisions:

15.1 CTO must be elected at the time of accrual. A maximum of one hundred (100) hours of CTO may be accumulated at any given time, and must be used prior to the end of the last full pay period of the calendar year, The balance of accumulated time shall be paid off in the last paycheck of the year.

15.2 The member will also be allowed to cash out accumulated compensatory time, on June 1 of each year. In addition, when the member has a total of less than ten (10) hours' time accrued, no cash-outs shall apply.

15.3 The Police Chief, or his/her designee, may increase the maximum compensatory time for a member on a case-by-case basis.

15.4 Training and meeting time shall be compensable in whatever form designated at the sole discretion of the City, subject to the provisions of the Fair Labor Standards Act.

15.5 CTO shall not be approved if the result will be the interference with minimum staffing levels. CTO requests will be subject to mutual agreement between the City and the member.

Section 16. Time Off to Attend Annual Service Awards and Evening of Honor

Employees who are scheduled to work on the night of the Annual Service Awards Dinner and who will be receiving a Service Award shall be granted four (4) hours paid release time to attend the dinner, and upon request prior to the dinner will be allowed to take off the remainder of their shift using accrued paid leave.

If a voluntary replacement cannot be located, the employee will not be allowed the time off.

Section 17. Health Services Contributions

17.1 Medical Insurance. The City agrees to offer the PERS health benefits program. The City also agrees to pay the statutory Public Employees Medical and Hospital Care Act (PEMHCA) minimum (determined annually by CalPERS) per month towards the cost of health insurance available through PERS for each active member and an amount for each retiree as determined each year based on the "unequal contribution" method as prescribed by PEMHCA. For calendar year 2016, the PEMHCA minimum is $118.75 and for calendar year 2017 the PEMHCA minimum is$128.00. For calendar year 2018 forward the PEMHCA minimum will be at the minimum contribution rate as set annually by CalPERS. The member agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses, and the statutory PEMHCA minimum.

17.2 Effective July 1, 2015, the City will contribute into an IRC section 125 cafeteria plan either the amounts described below or eighty-five percent (85%) of the City Kaiser HMO rate, whichever is higher:

Minimum City contribution to section 125 cafeteria plan:

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

On January 1 of each year, the City's contribution to the section 125 cafeteria plan will be reduced by any required increase to the statutory PEMHCA minimum.

17.3 Members agree to pay the cost of eyewear not covered by the CalPERS plan.

17.4 The City contribution for dental coverage will be fixed at the following rate:

City contribution to Dental:

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

The City will contribute up to the dollar amount for the full cost of dental coverage.

17.5 The City shall continue to contribute premiums for life insurance coverage for current members at a coverage level of $50,000. The member 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 $250,000.

17.6 In lieu of coverage under CalPERS, a member who provides proof of coverage comparable to that provided by the City (through a spouse or other source) will be paid a health-in-lieu payment by the City of five hundred dollars ($500.00) per month. Such payment will be in cash. The member must complete a form provided by the City's Finance Department. Re-enrollment in CalPERS 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 CalPERS.

17.7 As part of its shared interest in exploring options to reduce the cost of City-provided Health Benefits and Welfare Benefits, NPOA agrees to participate in a multi-unit Health Benefits Advisory Committee that will explore options and discuss Health Benefits issues through the term of this Agreement. The Committee may make recommendations to the parties regarding appropriate modifications to the current benefits provided by the City.

Section 18. Deferred Compensation

A Deferred Compensation Plan is available to all members of NPOA. 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 NPOA.

Section 19. Retirement

19.1 For members hired on or before January 7, 2012, the City's contract with PERS provides for the "three percent (3%) at age 50" retirement plan as specified in Government Code section 21362.2. This retirement plan includes the single highest year retirement benefit as provided by section 20042 of the Government Code. This plan also includes increased 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 21427.

19.2 For eligible members hired after January 7, 2012 and who meet the definition of "classic member", the City will contract with PERS to provide the "three percent (3%) at age 55" retirement plan as specified in Government Code section 21363.1, with a three-year average on final compensation as provided by Government Code section 20037.

19.3 For new employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 2.7% at age 57 formula, highest three years. The employees will pay the full employee contribution (50% of the Normal Cost of the benefit).

19.4 In addition to the retirement benefits set forth above, members are entitled to retirement credit for military service pursuant to Government Code section 21024 and to convert unused accumulated sick leave to service credit as provided for under Government Code section 20965.

19.5 The City's contract with PERS provides for the Military Service Credit as provided for under Government Code section 20996.

19.6 The City provides the benefit known as Fourth Level 1959 Survivor Benefit pursuant to Government Code section 21574. The members agree to pay two dollars ($2.00) per month for this benefit.

19.7 The following provisions define the agreement between the parties under which bargaining unit 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.

19.7.1 The Members have agreed to share (50/50) the Employer contribution when the Employer contribution falls between twenty-one percent (21.00%) and thirty-two percent (32.00%) ("Member Paid Employer Contribution"). The maximum Member Paid Employer Contribution is 5.5% (i.e., 32-21 divided by 2).

19.7.2 If the Employer Contribution (including the 5.5% "Member Paid Employer Contribution") drops below 32.0%, the parties will meet to adjust the cost share percentage to comply with subsection 15.6(a).

19.7.3 The parties agree that City will modify its contract with PERS to reflect the Member Payment of the Employer Contribution, which will result in Member Paid Employer Contribution being deposited into the Member's account.

19.7.4 Pursuant to Government Code section 20516, all members will contribute the Member Paid Employer Contribution of an additional 5.5% towards the employer rate effective the pay period closest to the date CalPERS amends the contract.

19.7.5 The City shall deduct the member's entire contribution (including the Member Paid Employer Contribution) on a pre-tax basis pursuant to IRC section 414 (h)(2).

19.7.6 In the event that the City is precluded from collecting the Member Paid Employer 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 reduce its contribution to health insurance by an amount equal to the Member Paid Employer Contribution, with any excess deducted from the member's paycheck.

19.7.7 The City shall provide NPOA 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.

Section 20. Purchase of Firearm at Retirement

Upon retiring with an "Honorable" or "Medical" retirement from the Napa Police Department, and obtaining a Retirement Police ID from the Chief of Police that allows the retiree to carry a concealed weapon in accordance with all applicable Federal and State Laws, the retired member shall be able to purchase the firearm that was issued to him or her from the City of Napa at the fair market value at the time of their retirement.

The retiree shall be responsible to pay for any and all charges relating to the transfer of the firearm from the City of Napa to the retiree. The transfer of the firearm shall take place through a licensed firearms dealer.

Section 21. Sick Leave

21.1

	Hours/Year	Daily Accrual Rate
Sick Leave	96	.26374

21.2 Sick Leave Conversion Benefit. Members who were employed as of June 30, 2012 and whose combined age-plus-years-of-service with the City of Napa on July 1, 2012 was equal to or greater

than 61 are eligible for the sick leave conversion benefit described below. In order for a member to qualify for the sick leave conversion benefit described below, the member must take a service or disability retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City. If the retired employee ceases drawing a pension or re-enters the work force and is employed by another PERS agency for more than 960 hours per year, the sick leave conversion benefit ceases and the employee waives the right to the benefit. Such waiver shall be irrevocable.

Members who were employed as of June 30, 2012 and whose combined age-plus-years-of-service with the City of Napa on July 1, 2012 was equal to or greater than 61 shall be permitted to convert up to the equivalent of one hundred eighty (180) days of unused sick leave into single-party health insurance at the rate of one (1) day of pay for one (1) month's premium, based upon a forty (40) hour week, 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 20.3.

Members who were employed as of June 30, 2012 and whose combined age-plus-years-of-service with the City of Napa on July 1, 2012 was less than 61; and members employed on or after July 1, 2012 are not eligible for the sick leave conversion benefit.

21.3 Notwithstanding Section 21.2, a member who separates from City service before becoming eligible to draw a PERS pension may receive the sick leave conversion benefit described in Section 21.2 if the member: (a) was employed as of June 30, 2012; (b) had combined age-plus-years-of-service with the City of Napa on July 1, 2012 equal to or greater than 61; (c) separates from City service with at least thirty (30) years of PERS service; (d) does not accept employment with another PERS agency for more than 960 hours per year; and (e) begins to draw a PERS pension within ninety (90) days of becoming eligible. The member will be eligible to receive the sick leave conversion benefit at the time he or she begins to draw a PERS pension. Once a member becomes eligible to receive the sick leave conversion benefit described in Section 21.2, all restrictions in Section 21.2 will apply.

21.4 Eligible members who plan to convert unused sick leave into the single-party Bay Area CalPERS Kaiser premium shall make an election at the time of retirement. For any period of time that a retiree is not enrolled in the PERS health benefit program, for each month not enrolled, the unused day of sick leave shall be converted to a credit which is equal to the current dollar value of the monthly Bay Area CalPERS Kaiser premium at the single party rate. The monthly credit shall be banked and will not be subject to interest accrual. Upon the retiree's enrollment or re-enrollment in the PERS health benefit program, the retiree shall first use any remaining unbanked and unconverted sick leave for health insurance premiums. Once all sick leave has been converted and used, the retiree shall then

exhaust the banked credit for health insurance premiums. The banked credits are not transferable and may only be used for the health insurance premiums of former members/current retirees.

21.5 Existing sick leave may be converted to vacation on a ratio of three (3) sick leave days to one (1) vacation day, with a maximum 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 with the first pay period containing January 1.

21.6 PORAC Retiree Medical Trust. NPOA shall join the PORAC Retiree Medical Trust (Trust), the sole purpose of which is to provide funding for medical expenses and health insurance costs for eligible retirees, or qualified family members of eligible retirees as established by the Trust. Participation in the Trust shall be the complete and sole responsibility of NPOA. The City shall not have any involvement in the Trust's design, its administration or in the benefits paid, nor shall the City have any responsibility for any actions of the Trust or its trustees or of NPOA with respect to the Trust. NPOA will indemnify, defend and hold harmless the City, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust.

Effective July 1, 2013, the City shall contribute $150 per month on behalf of each member toward the Trust.

a. Effective the pay period beginning August 16, 2014, each member of NPOA will contribute $250 per month (24 pay periods) to the Trust (pre-tax).

Section 22. 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 be restricted to 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. At the request of the City, the member will furnish a death certificate or newspaper announcement and proof of 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 23. Residency

Each member shall reside up to sixty (60) minutes driving time, observing existing traffic laws and under normal driving conditions, of the Police Department from his/her residence, as determined by MapQuest or an equivalent mapping program.

Section 24. Unexplained Absence

Unexplained absence for three (3) days or more of any officer or member of the Department shall be deemed, and held to be, a resignation by such officer or member and accepted as such by the Police Chief.

Section 26. Dues Deduction

The City agrees to continue to provide a combined deduction for NPOA regular dues and premiums for NPOA-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 NPOA that NPOA accepts responsibility for maintaining such written, signed authorizations on file at all times, and that the City has the right to review all authorizations on file at any time. Such deductions shall be made on a monthly basis and remitted to NPOA monthly. NPOA 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 NPOA will be kept to a minimum.

Section 27. Time Off for NPOA Business

27.1 General Release Time

NPOA Representatives shall be allowed reasonable release time to engage in meet and confer discussions with representatives from the City. The City will not reimburse NPOA representatives for time spent bargaining outside of normal work hours; however, NPOA representatives may earn Adjusted Time Off (ATO) and utilize it within the 28-day work cycle of when the release occurs, or as early as possible within the next 28-day cycle, so long as the use of ATO does not require backfill overtime.

27.2 NPOA Leave Bank

The City agrees to establish and maintain an NPOA Leave Bank (Leave Bank) for the purposes of allowing the officers and members of the NPOA, as designated by the NPOA President, time off with pay (Union Leave) for the purposes of conducting union business. The Leave Bank shall cover all officers and members and is limited to 350 total hours per year.

Union Business shall mean business related to employer-employee relations involving matters solely pertaining to the representation of the members of NPOA. Examples of covered events include:

1. Personnel/Labor Relations and Practices training such as PORAC;
2. Grievances and disciplinary actions;
3. Conventions and seminars; and
4. Hearings as allowed under Civil Service Rules.

Leave Bank and Union Leave shall be implemented using the following guidelines:

1. As described in Section 12.2.1.2, effective January 1, 2011, the first five (5) hours of any end-of-the-year excess vacation balances over two hundred forty-eight (248) hours shall be donated to the Leave Bank. No other end-of-year excess vacation balance may be donated, but members may contribute other vested leave time (vacation and CTO) in full-hour increments to the Leave Bank.
2. Leave requests must be submitted for approval pursuant to the Department vacation policy.
3. Leave Bank hours shall be withdrawn on an hour-for-hour basis.
4. Any portion of the Leave Bank that is unused in any year shall be carried over to the following year.

Section 28. Management Rights

Subject only to the limitations set forth in this MOU, City's right to direct the work force shall be unimpaired. This right shall include, but is not limited to the following:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, commissions, or boards, building facilities and operations; to create, change, combine or abolish jobs, department's services, and facilities in whole or in part; relieve its employees from duty or to reduce or adjust such duties because of lack of work or for other reasons considered by City to be legitimate; to direct the work force; to set standards of service; to maintain the efficiency of City operations; to increase or decrease the work force and determine the number of employees needed; to hire, train, transfer, and promote employees; to take disciplinary actions; to determine the procedures and standards of selection for employment and promotion; to establish work standards, schedules of operations and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation, thereof; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and the 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 emergencies; and to make reasonable rules and regulations pertaining to members consistent with this MOU.

The exercise of such rights by City shall not preclude NPOA from communicating with City about consequences that the decisions of these matters may have on wages, hours, and other terms and conditions of employment. The exercise of such rights by the City, not subject to other sections of this MOU, shall not be grievable.

Section 29. Grievance Procedure

29.1 Definitions

"Business Day" is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. PST, excluding weekends and City recognized holidays.

"Grievance" is any dispute which involves the interpretation, application, claimed violation, or claimed noncompliance with any provisions of this MOU. Disputes concerning disciplinary action shall be processed in accordance with the rules of the Civil Service Commission.

29.2 Procedure. Grievances shall be processed in the following manner:

Step I – Supervisor Response

29.2.1 The grievance shall be presented either by the member or by an authorized NPOA representative to the designated supervisor of the member within twenty (20) business days of the date the member reasonably should have learned of its occurrence.

The designated supervisor shall have twenty (20) business days from the date of receipt of the grievance in which to investigate and orally respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the member or an authorized NPOA representative to the member's Bureau Lieutenant, or a designated representative. If the Bureau Lieutenant is the member's supervisor, the grievance shall be presented initially to the Bureau Lieutenant.

Step II – Lieutenant Response

29.2.2 The Bureau Lieutenant shall have twenty (20) business days from the date of receipt of the written grievance in which to investigate and make a recommendation to the Captain. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the member or by an authorized NPOA representative to the Captain.

Step III – Captain Response

29.2.3 The Captain shall respond to the written grievance within twenty (20) business days from the date of recommendation of the Bureau Lieutenant. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the member or by an authorized NPOA representative to the Police Chief.

Step IV – Police Chief Response

29.2.4 The Police Chief shall respond to the written grievance within twenty (20) business days from the date of recommendation of the Captain.

Step V – City Manager

29.2.5 If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the member or by an authorized NPOA representative to the City Manager or to such representative as the City Manager may designate.

The grievant will have up to twenty (20) business days to appeal a response to the grievance at each step in the process set forth in Sections 29.2.1, 29.2.2, 29.2.3, 29.2.4 and 29.2.5 above.

Step VI - Arbitration

29.2.6 If the parties are unable, within fourteen (14) calendar days after presentation to the City Manager, to reach a mutually satisfactory accord on any grievance, the NPOA may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the NPOA and the City Manager. In the event the NPOA and the City Manager are unable to agree on an impartial arbitrator, the parties jointly shall immediately request a list of five (5) impartial arbitrators from the State Mediation and Conciliation Service. When such list is received, the parties shall meet within seven (7) calendar days to select the arbitrator as follows: the parties shall alternately strike the name of one arbitrator from the list until the name of one arbitrator remains. That person shall serve as the arbitrator. The party to strike the first name shall be determined by a toss of a coin.

Except as provided below, the fees and expenses of the arbitrator, and a court reporter if mutually agreed upon, shall be shared equally by the NPOA and the City. Each party however shall bear the cost of its own presentation including, but not limited to, preparation and post hearing briefs, if any. The decision of the impartial arbitrator shall be binding on the City, NPOA and the member(s).

29.3 Scope of Procedure. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in the unit represented by NPOA and unless such dispute falls within the definition of a grievance as set forth in Section 29.1 above.

29.4 Change to Memorandum. Proposals to add or change this MOU or written agreement or addenda supplementary hereto shall not be subject to this grievance procedure, and no proposal to modify, amend or terminate this MOU nor any matter or subject arising out of or in connection with such a proposal, may be referred to this Section. An arbitrator shall not have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms and conditions of employment.

29.5 Compensation Complaints. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. No adjustment shall be retroactive for more than sixty (60) calendar days from the date upon which the complaint was filed.

29.6 Disciplinary Appeals. Notwithstanding the definition of a grievance in 29.1, NPOA may also submit appeals of final Notices of Disciplinary Action for dismissal, demotion, suspension or salary reduction to arbitration. NPOA 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. NPOA'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 29.6.1 below, including an appeal and/or hearing before the Civil Service Commission.

29.6.1 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 utilize the arbitrations procedure set forth in subsection 29.2.6 herein. Neither the member nor NPOA may elect such alternative procedures for non-disciplinary grievances.

29.7 Reason for Appeal. Whenever the member or an authorized NPOA representative shall appeal the grievance to the next level of this Grievance Procedure, the appeal shall contain a clear and concise statement why the answer provided at the previous level was not satisfactory to resolve the grievance. Whenever City management responds to a grievance, the response shall contain a clear and concise statement as to why the grievance is being denied, if that is the case.

29.8 Time Limits. The time limits contained herein may be waived or modified in writing by mutual agreement of the parties. In the event the member or NPOA fails to appeal a grievance within the prescribed time limits, the response by the City at the previous level shall be deemed to have resolved the grievance. In the event the City fails to respond to a grievance within the prescribed time limits, the grievance shall be moved automatically to the next higher level.

Section 30. No Strike, No Lockout

During the term of this MOU, the City will not lock out any member of NPOA and no member of NPOA will engage in, cause, or encourage any strike, slow down, concerted refusal to work, or other interruption of the City's operation.

Section 31. Patrol Safety Staffing

During the term of this MOU, the City agrees to maintain staffing levels at the current level of patrol officer safety staffing. When meeting patrol officer safety staffing levels, it is the intent of the

Department to try to avoid negatively impacting other bureaus. If additional patrol officers are needed, the Department will first attempt to have officers fill the staffing needs on a voluntary basis, followed by mandatory overtime, and finally directing officers assigned to other bureaus to fill in when necessary. Nothing in this section prevents the Department from temporarily assigning any officer to patrol to maintain patrol safety staffing.

Section 32. Napa Reserve Officer Program

The Department intends to establish a Reserve Officer Program to supplement policing services through a group of trained reserve police officers who will have peace officer powers pursuant to Penal Code sections 830.6 and 832.6. Reserve police officers will not be used in place of full-time regular NPOA members to maintain patrol officer safety staffing or any scheduled special event overtime. Reserve police officers may be used to supplement when additional staffing is needed or when any vacant special event overtime assignments exist less than 72 hours prior to the start time of the special event. Special event overtime assignments will be offered to Level I reserve police officers first, and if not filled, to Level II reserve police officers.

Section 33. Full Understanding

The parties agree that no provision of this MOU shall be changed without the mutual consent of the parties. The parties further agree that the City may change any matter not covered in this MOU, but within the scope of representation, so long as the City satisfies its legal requirements to meet and confer with NPOA prior to implementing such a change. The City does not intend to change any matter within the scope of representation unless there is a demonstrated operational or fiscal reason to do so.

Section 34. Separability

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

Section 35. Term of Agreement

35.1 The provisions of this MOU shall become effective upon approval by the City Council of the City of Napa and by execution by the representatives of NPOA. Upon such adoption, the provisions of this MOU shall supersede and control over conflicting or inconsistent City Ordinances, Resolution, Policies or Procedures.

35.2 This MOU shall remain in full force and effect through June 30, 2019. The parties shall use their best efforts to commence the meet and confer process between City and NPOA prior to March 31, 2019, with respect to a MOU contemplated to take effect July 1, 2019.

Section 36. Americans with Disabilities Act

The City and the NPOA recognize that the city has an obligation under the Americans With Disabilities Act (ADA) to meet with individual members who request reasonable accommodation in the work place because of a disability. The NPOA will be advised of any proposed accommodation prior to implementation which is in potential conflict with this MOU or past practice or any way, hour or working condition. The NPOA will be afforded the opportunity to consult with the City about the impact of such accommodation(s).

This Memorandum of Understanding is executed at Napa, California on this 21ST day of June, 2016

By: _____
Nancy Weiss, Assistant City Manager
City of Napa

By: _____
Tim Cantillon, Chief Negotiator
Goyette and Associates

By: _____
Desiree Brun, Assistant to the City Manager
City of Napa

By: _____
Pat Wilson, President
Napa Police Officers' Association

ATTEST:

DOROTHY ROBERTS, City Clerk

COUNTERSIGNED:

SASHA PAYASLIAN, Deputy City Auditor

APPROVED AS TO FORM:

MICHAEL W. BARRETT, City Attorney

Exhibit "A"

NPOA Monthly Salary Schedule
Effective Date: July 2, 2016 through June 30, 2017

Job Classification	A	B	C	D	E
Police Officer	7,178	7,531	7,908	8,312	8,732
Police Sergeant	8,839	9,284	9,736	10,230	10,731

NPOA Monthly Salary Schedule
Effective Date: July 1, 2017 through June 29, 2018

Job Classification	A	B	C	D	E
Police Officer	7,393	7,757	8,146	8,561	8,994
Police Sergeant	9,104	9,563	10,029	10,537	11,053

NPOA Monthly Salary Schedule
Effective Date: June 30, 2018

Job Classification	A	B	C	D	E
Police Officer	7,652	8,028	8,431	8,861	9,309
Police Sergeant	9,423	9,897	10,380	10,906	11,440