

City of Napa *C2012*
Agreement No. *115*

MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA
And
Management Unit of the Napa Police Department
For
JANUARY 1, 2012 THROUGH DECEMBER 31, 2013



TABLE OF CONTENTS

SECTION 1. CLASSIFICATION	1
SECTION 2. TERM	1
SECTION 3. SALARY	1
SECTION 4. UNIFORM ALLOWANCE	2
SECTION 5. HOLIDAYS/HOLIDAY PAY	2
SECTION 6. VACATION	3
SECTION 7. ACTING PAY	3
SECTION 8. PROMOTIONS.....	3
SECTION 9. INSURANCE	3
SECTION 10. COMBINED INSURANCE (ACCIDENTAL DISABILITY).....	5
SECTION 11. DEFERRED COMPENSATION	5
SECTION 12. WORKING HOURS/WORK SCHEDULES	5
SECTION 13. MANAGEMENT LEAVE	5
SECTION 14. RETIREMENT.....	6
SECTION 15. SICK LEAVE/SICK LEAVE CONVERSION.....	7
SECTION 16. RESIDENCY	9
SECTION 17. BEREAVEMENT LEAVE.....	9
SECTION 18. BODY ARMOR.....	9
SECTION 19. TIME OFF FOR MANAGEMENT UNIT BUSINESS.....	9
SECTION 20. AMERICANS WITH DISABILITIES ACT	9
SECTION 21. FISCAL EMERGENCY	9
SECTION 22. FULL UNDERSTANDING	10
SECTION 23. NO STRIKE, NO LOCKOUT	10
SECTION 24. SEPARABILITY	10
SECTION 25. EFFECTIVE DATE.....	10
SECTION 26. FUTURE NEGOTIATIONS	10

SECTION 27. AUTOMOBILE ALLOWANCE..... 10
SECTION 28. PERFORMANCE BONUS..... 11
EXHIBIT A 13

MEMORANDUM OF UNDERSTANDING

Between and For
THE CITY OF NAPA
And
MANAGEMENT UNIT OF THE NAPA POLICE DEPARTMENT
For
JANUARY 1, 2012 THROUGH DECEMBER 31, 2013

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 Management Unit of the Napa Police Department Management Unit (hereinafter Management Unit). As a result of meet and confer sessions, the City and Management Unit have agreed to the following:

Section 1. Classification

- 1.1 The City recognizes Management Unit as the certified employee organization representing the following classes of employees: Police Captain and Police Lieutenant.
- 1.2 As used in this MOU, the term "member" shall mean an employee in a classification of Police Captain or Police Lieutenant, who is a member of the Management Unit of the Napa Police Department.
- 1.3 The City agrees that the classifications represented by the Management Unit are management classifications. Management Unit agrees that, upon adoption of policies by the City Council and City Management, they will represent and support such adopted policies.

Section 2. Term

The term of this MOU shall be from January 1, 2012 through December 31, 2013.

Section 3. Salary

- 3.1 There shall be no changes to base salary during the term of the MOU.

Each member actively employed by the City on July 1, 2012, shall receive a lump sum payment of \$562. This lump sum payment is not PERSable.
- 3.2 Through prior negotiations, Lieutenant top step salary was set at 17% above top step Sergeant, and Captain top step salary was set at 31.5% above top step Sergeant, and the differential was calculated as set forth in Exhibit A. Although there are no increases to base salary during the term of this MOU, the parties shall retain Exhibit A as the method to calculate the differential.
- 3.3 In recognition of the management structure of the Police Department, members will be compensated for Peace Officers Standards & Training (POST) Certificate Pay as follows:

For possession of a POST Supervisory Certificate, Lieutenants shall be compensated an additional one hundred sixty one dollars and ninety-six cents (\$161.96) per pay period and Captains shall be compensated an additional one hundred eighty two dollars and nine cents (\$182.09) per pay period.

For possession of a POST Management Certificate, Lieutenants shall be compensated an additional two hundred forty two dollars and ninety four cents

(\$242.94) per pay period and Captains shall be compensated an additional two hundred seventy three dollars and fourteen cents (\$273.14) per pay period.

Such POST supervisory certificate and POST Management certificate pay will be solely during the term of this Memorandum of Understanding or until a successor Memorandum of Understanding is negotiated.

- 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. 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.
- 3.5 If during the term of the MOU the State of California amends the California Public Employment Retirement Law to change the definition of PERSable compensation, upon request of the Police Management Unit the parties shall reopen the MOU to meet and confer over potential impacts identified by the Management Unit.

Section 4. Uniform Allowance

- 4.1 The City agrees to pay Five Hundred Fifty-five Dollars and ninety cents (\$555.90) per year for uniform allowance.
- 4.2 Uniform allowance for all represented members shall be paid over 26 pay periods. During the term of the MOU, the City may change the method and timing of payment as part of a new payroll system implementation.
- 4.3 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.

Section 5. Holidays/Holiday Pay

- 5.1 The following listed holidays shall be recognized, entitling bargaining unit 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

Columbus Day
Admissions Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Twelve o'clock noon to closing hour the last working day before Christmas, except when Christmas falls on a Saturday, Sunday, or Monday, provided that Friday or Saturday is observed.
Christmas Day

Labor Day

The parties acknowledge that the City will remain open for business on Lincoln's Birthday, Washington's Birthday, and Admissions day. 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 5.

Section 6. Vacation

6.1 Vacation shall be accrued as follows:

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

Effective for members hired after January 1, 2011, 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.

- 6.2 The daily accrual rates specified above are subject to revision based on the City's conversion to an annual work schedule of 2080 hours.
- 6.3 The maximum annual carry-over of accrued vacation will be two hundred eighty (280) hours with an additional forty (40) hours for special purposes upon the approval of the City Manager. Members with maximum accrued vacation hours and who receive City Manager approval, may cash out annually up to 80 hours of vacation.
- 6.4 All other aspects and practices regarding vacation benefits shall continue in effect.

Section 7. Acting Pay

The positions covered by this Memorandum of Understanding accept the fact that they may be required to perform at a higher classification from time to time and shall receive no additional salary therefore; provided, however, that a Captain who is assigned to the position of Chief, or a Lieutenant who is assigned to the position of Captain, and acts in that position for more than thirty (30) consecutive calendar days shall be entitled to receive acting pay from and after expiration of the thirty (30) days until completion of the assignment. Acting Pay shall be at least 7% above top step Captain or Lieutenant, as applicable.

Section 8. Promotions

Upon promotion in rank to the position of Lieutenant or Captain, the City will adjust the salary of the promoted unit member to Step M.

Section 9. Insurance

- 9.1 The City agrees to offer the PERS health benefits program. The City's required contribution for retirees shall be determined each year based on the "unequal contribution" method as prescribed by the Public Employees' Medical and Hospital Care Act (PEMHCA).
- 9.2 Effective July 1, 2012 through June 30, 2013, the City will contribute either the rates described below or ninety percent (90%) of the City Kaiser rate, whichever is higher.

July 1, 2012 minimum City contribution:
Employee-only \$ 533.38

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

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

July 1, 2013 minimum City contribution:

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

The City's contribution includes the statutory PEMHCA minimum for active members. Members will contribute on a payroll deduction basis the amount of premium, if any, that exceeds the City's contribution.

Management Unit retirees who opt for coverage under the CalPERS Plan will enter at the minimum required CalPERS rate. It is the intent of the City not to cover retirees beyond the minimum required PERS contribution.

- 9.3 The City will continue to pay the premium for continuation of existing dental insurances through June 30, 2012. Effective July 1, 2012, the City's contribution to dental insurance will be fixed at the FY11/12 rate, as follows:

July 1, 2012 City contribution to Dental:

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

The City will 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 the premium, if any, that exceeds the City's contribution.

- 9.4 As part of its shared interest in exploring options to reduce the cost of City-provided Health Benefits and Welfare Benefits, the Management Unit agrees to participate in a multi-unit Labor-Management 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.
- 9.5 The City shall pool separately from current employee premiums, all retiree life insurance premiums, regardless of who is paying the premium.
- 9.6 The City shall continue to contribute premiums for life insurance coverage of \$50,000 during the period of employment of each member represented by the Management Unit. After July 1, 1984, future retirees shall not be entitled to payment of the premium for said insurance policy by the City after retirement from City employment. However, future retirees shall be entitled to convert all or any portion of said insurance policy at the then existing individual premium rate. Members shall be entitled to purchase an additional amount of life insurance if available.
- 9.7 **Life Insurance:**
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 amount of \$250,000.
- 9.8 Effective July 1, 1984, bargaining unit members shall not be entitled to City-paid life insurance premiums on retirement. (Conversion to retiree-paid premiums on retirement is optional).

- 9.9 Upon expiration of this Agreement, the dollar amounts then being paid for these insurance premiums by the City shall remain fixed until the execution of a subsequent Agreement.
- 9.10 In lieu of coverage under a health plan provided by the City or under CalPERS, a member who provides proof of coverage comparable to that provided by the City or CalPERS through a spouse or other source will be paid by the City an in-lieu payment of five hundred dollars (\$500) per month. 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. Reenrollment in a plan provided by the City or 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 the health plan provider or CalPERS.
- 9.11 Proration of Benefits. There shall be no proration of member benefits (i.e., the City cost of providing health and welfare insurance, vacation, sick leave, holidays, etc.) for members working less than twenty-four hours per week. Any deduction shall be made pursuant to the FLSA.
- 9.12 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.

Section 10. Combined Insurance (Accidental Disability)

Those members who elect to take the combined insurance coverage for accidental disability shall be billed for said premium through payroll deduction as currently being administered.

Section 11. Deferred Compensation

- 11.1 A Deferred Compensation Plan is available to all members of Management Unit. 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 this bargaining unit.

Section 12. Working Hours/Work Schedules

- 12.1 Daily working hours for bargaining unit members shall be flexible, provided the amount of hours in the normally scheduled work day is performed. The Police Chief shall have the sole discretion of assigning working hours and work schedules.
- 12.2 It is agreed that all bargaining unit members shall be on an official forty (40) hour work week.
- 12.3 Members may be paid the equivalent of one-and-one-half times their hourly rate when they are detailed to work for an emergency event which qualifies for Federal Emergency Management Agency (FEMA) reimbursement and FEMA reimburses the City at the higher hourly rate.

Section 13. Management Leave

- 13.1 Members of this bargaining unit are exempt from the Fair Labor Standards Act and shall be entitled to one hundred four (104) hours of management leave with pay during each fiscal year: Members of this bargaining unit may elect to receive cash payment in lieu of leave with pay for not more than fifty-two (52) hours of management leave during each fiscal year.
- 13.2 Effective upon ratification, members shall be granted 24 hours of management leave, which must be used by December 31, 2012.

Section 14. Retirement

- 14.1 The City shall provide retirement benefits to all members subject to this Memorandum as outlined in Section 14. The single highest year retirement benefit will be provided for as stated in Section 20042 of the Government Code and with 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. For members hired by the City into a position in this bargaining unit or the NPOA bargaining unit on or after January 1, 2012 three-year average on final compensation will be provided for as stated in Government Code Section 20037.
- 14.2 The City of Napa agrees to participate in the IRC provision (414)(h)(2) (known as Employee Paid Member Contribution (EPMC) allowing employee contributions to CalPERS to be tax-deferred. For the term of this MOU, salary increases will be calculated on base salary including EPMC. Recognizing the potential indirect costs associated with the administration of PERS Conversion (EPMC) in this manner, i.e., ripple effects for future pay adjustments, specialty pays, etc., such costs will be analyzed over the term of this contract. Upon expiration of this MOU, the method of administering PERS Conversion and the resulting basis upon which future salary increases, specialty pays, etc. will be calculated will be a meet-and-confer item.
- 14.3 The City shall provide the benefit known as Fourth Level 1959 Survivor Benefit pursuant to Government Code Section 21574 effective July 1, 1997. The bargaining unit members agree to pay two dollars (\$2.00) per month for this benefit.
- 14.4 The City will contract with PERS for the Military Service Credit as provided for under Government Code Section 20996. Members are entitled to convert unused accumulated sick leave to service credit as provided for under Government Code Section 20965.
- 14.5 The City will contract with PERS for the "three percent (3%) at age 55" retirement plan as provided for under Government Code Section 21363.1.

Effective December 1, 2004, the City will contract with PERS for the "three percent (3%) at age 50" retirement plan as provided for under Government Code Section 21362.2.

For members hired by the City into a position in this bargaining unit or the NPOA bargaining unit on or after January 1, 2012, the City will contract with PERS to provide the "three percent (3%) at age 55" retirement plan as specified in in Government Code Section 21363.1. If members of NPOA, hired before January 1, 2012, are promoted to a position within this bargaining unit, they shall be provided retirement benefits as indicated in section 14.5, paragraph 2.

- 14.6 Effective April 1, 2012 and through the term of this MOU, if the City's PERS contribution rate exceeds twenty-one percent (21.00%), the member and City shall share equally such excess rate, up to thirty-two percent (32.00%). The member will pay fifty percent (50%) of such excess cost (the Cost Share Percentage); provided, however, that the member maximum contribution under this formula shall not exceed five and one-half percent (5.5%) in any given year. The City will pay the full cost of the Employer rate up to twenty-one percent (21.00%) and over thirty-two percent (32.00%).

For the period April 1, 2012 through June 30, 2012, each member shall pay an additional PERS cost share of 1.4%.

The member payment under this provision may be made each year using the IRC 414 (h) (2) provision.

- 14.7 The City's contribution to health insurance under MOU Section 9.1 or the "in lieu" payment under MOU Section 9.10 shall be reduced by an amount equal to the Cost Share Percentage multiplied by the member's PERSable compensation. The member's contribution to health insurance shall increase by the same amount ("Cost Share Contribution"). For example, if the Cost Share Percentage were 2.5% and a member's monthly PERSable compensation were \$10,000.00, the City's contribution to health insurance would be reduced by \$250.00, and the member contribution would be increased by \$250.00.
- 14.8 In the event that the Cost Share Contribution for an individual member exceeds the amount of the City's contribution to health insurance or "in lieu" payment for the member, the balance of the reduction shall be taken from the City contribution to other health and welfare insurances in the following order: Dental and Life Insurance. The member contribution shall be a payroll deduction made on a pre-tax basis through the City's §125 plan.
- 14.9 In the event that the Cost Share Contribution exceeds the amount of the member's contribution to all insurances, the balance of the Cost Share Contribution shall be made through a separate payroll deduction.
- 14.10 The Cost Share Percentage shall be adjusted up or down based on the City's CalPERS contribution rate as determined by CalPERS. The City shall provide the Management Unit with a copy of the annual actuarial valuation provider by CalPERS within five (5) business days of receipt.

Section 15. Sick Leave/Sick Leave Conversion

- 15.1 Bargaining unit members shall receive sick leave as follows:

	<u>Hours/Year</u>	<u>Daily Accrual Rate</u>	<u>Hours Accrued in 15 Days</u>	<u>In 16 Days</u>
Sick Leave	96	.26284	3.94	4.21

Daily accrual rate subject to change based on payroll calculations converting to a 2080 hour annual work schedule.

- 15.2 For all bargaining unit members who were employed as of June 30, 1984, the City agrees to allow bargaining unit members to convert unused sick leave into single-party health insurance at the rate of one day 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 the second sentence of Section 14.4 above. Bargaining unit members hired on or after July 1, 1984 shall be permitted to convert no more than the equivalent of one hundred eighty (180) days of unused sick leave to paid-up insurance upon retirement, as described hereinafter.
- 15.3 For those members hired between July 1, 1984 and July 1, 1987 inclusive and who were members of the Management Unit on July 1, 2007, who do not avail themselves of the above provision in Section 15.2, the City will contribute the single party retiree monthly premium Kaiser health insurance rate. This payment shall remain in effect for the life of the retiree only.
- 15.4 Bargaining unit members upon retirement may receive health premium reimbursement as described herein, provided that the member meets and abides by all of the following qualifications (the following qualifications set forth in sections 15.4.1 through 15.4.6 do not apply to eligible bargaining unit members utilizing Section 15.3):

- 15.4.1 The member must have worked for the City a minimum of ten (10) years and taken a service or disability retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City provided the member remains enrolled in CalPERS health or with the City's health plan through COBRA. The member must be enrolled in CalPERS health or one of the City's available plans prior to retirement. If a member receives in lieu health coverage they must enroll in the City's available health plan during the open enrollment period prior to retirement in order to qualify for the benefit.
- 15.4.2 The full cost of the retired member's participation in one of the medical plans shall be deducted from the member's retirement check subject to 15.4.3 (less any PERS-required City contribution, if applicable).
- 15.4.3 The 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. Once a retired member waives his or her participation in the City's medical plan coverage such waiver shall be irrevocable.
- 15.4.4 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 before July 1, 1987 may choose to have the current plan (sick leave conversion to retiree medical coverage as described in section 15.2) or the member may choose the plan described below.
- 15.4.5 Supplemental Payments
- a) A member retiring and who meets the conditions described above will receive a supplemental payment by the City toward the member's retiree medical coverage of \$237 per month. 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.
 - b) The dollar amount of the supplemental payment for retiree health insurance shall be fixed and remain at the rate in effect upon the date of retirement.
- 15.4.6 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 15.4.5 above.
- 15.5 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 the beginning of the pay period containing January 1.
- 15.6 Upon completion of negotiations over retiree medical with NPOA, the parties shall reopen the MOU to negotiate over retiree medical, with the intent of reducing or eliminating post-employment retiree

medical liability to the City for current and new members. Current members will not be obligated to move forward with any negotiated benefit related to this issue.

Section 16. Residency

Bargaining unit members may reside up to forty-five (45) minutes driving time from the Police Department, observing existing traffic laws.

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

Section 18. Body Armor

The City agrees to provide all body armor for all unit members. City issued body armor which is regularly used by the unit member to whom it is issued shall be replaced every five (5) years, if requested by the unit member.

The City shall issue body armor that is in conformance with NIJ rating as adequate for normal duty use. If an officer chooses to purchase a vest that exceeds the above requirements, the City will reimburse that officer for the cost of said vest, not to exceed three hundred fifty dollars (\$350.00).

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

Section 19. Time Off for Management Unit Business

The City agrees to allow a maximum total time off without pay up to forty (40) hours to conduct Management Unit business. Such time off shall be governed by existing vacation notification rules.

Section 20. Americans with Disabilities Act

The City and the Management Unit 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 Management Unit will be advised of any proposed accommodation prior to implementation which is in potential conflict with this Memorandum of Understanding or past practice or any way, hour or working condition. The Management Unit will be afforded the opportunity to consult with the City about the impact of such accommodation(s).

Section 21. Fiscal Emergency

In the event it becomes necessary for the City to use funds from its Emergency Reserves (as defined by City fiscal policy adopted in Fiscal Year budget 2011-2013, which is 12% of the General Fund budgeted operating expenditures) for operational purposes, or in the event of an unanticipated event causing a fiscal crisis, the City shall have the right to reopen the Memorandum of

Understanding for the purpose of negotiating a furlough affecting members covered by this Memorandum of Understanding, after first conducting a public hearing and declaring thereafter that a Fiscal Emergency exists in the City of Napa.

Section 22. Full Understanding

The parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. There shall be no changes in any matter covered by the express provisions of this contract without the mutual consent of the parties. If the City proposes a change in any matter within the scope of representation (as defined by the Meyers-Milias-Brown Act) which is not covered by this Memorandum of Understanding, then the parties agree to meet and confer in good faith prior to the implementation of such change. Except as expressly provided herein, the parties knowingly waive any right they might otherwise have to meet and confer during the term of this Agreement.

Section 23. No Strike, No Lockout

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

Section 24. Separability

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 25. Effective Date

- 25.1 This Agreement shall become effective upon approval by the City Council of the City of Napa, and upon being signed by the City Manager (or his designee) and the representatives of the Management Unit; provided, however, that unless otherwise specified herein, upon being signed, the effective date of this Memorandum of Understanding shall be January 1, 2012.
- 25.2 Upon expiration of this Agreement, the terms and provisions herein shall continue in effect from year-to-year unless any party submits to the other at least thirty (30) days prior to the expiration, its initial proposal for alterations or amendments to the Agreement. In event of such notification, the terms and provisions herein shall continue in effect until a successor Agreement is reached in the manner described hereinabove, provided that nothing contained herein prohibits the parties from mutually agreeing to retroactivity of any benefit once a successor agreement is reached.

Section 26. Future Negotiations

Both Parties shall commence the meet and confer process during the first week of September 2013 with respect to an MOU to take effect January 1, 2014.

Section 27. Automobile Allowance

In lieu of utilizing a pool vehicle provided by the City, a member may choose to opt for an auto allowance of two hundred seventy five dollars (\$275.00) per month. If there is a change to the City's Travel Policy during the term of the MOU resulting in an increase for those members eligible for the \$275 allowance, the same increase will apply to Management Unit members. A

member choosing this option will be responsible for maintenance and insurance of his or her vehicle. The member may submit requests for reimbursement for additional travel expenses in accordance with the City Travel Policy.

Section 28. Performance Bonus

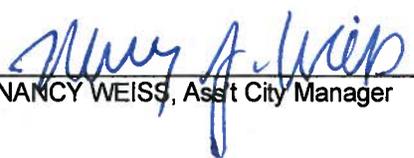
Upon recommendation of the Department Manager and the approval of the City Manager, a member may be granted a performance bonus of two percent (2%), three percent (3%) or five percent (5%) of regular base salary only for special and outstanding performance in accordance with the City's Administrative 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 subject to legal and required tax deductions.

This Memorandum of Understanding is executed at Napa, California, by the City of Napa on this 4th day of May, 2012 and by the Management Unit of the Napa Police Department this 8th day of May, 2012.

CITY OF NAPA:



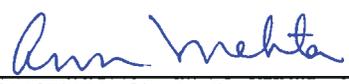
EMILY PRESCOTT, Chief Negotiator



NANCY WEISS, Asst City Manager

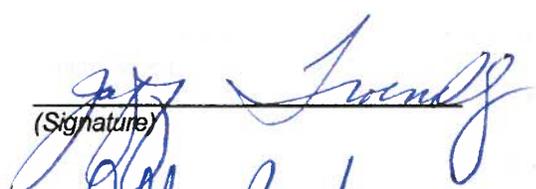
ATTEST:


DOROTHY ROBERTS, City Clerk

COUNTERSIGNED:


ANN MEHTA, City Auditor

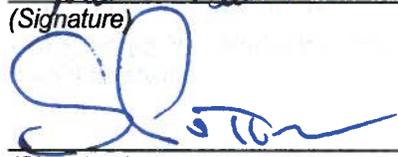
MANAGEMENT UNIT OF THE NAPA POLICE DEPARTMENT:



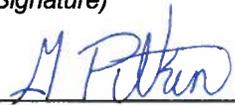
(Signature)



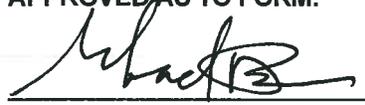
(Signature)



(Signature)



(Signature)

APPROVED AS TO FORM:


MICHAEL W. BARRETT, City Attorney

EXHIBIT A
(Page 1 of 1)

JULY 1, 2007

	<u>Sgt</u>	<u>Commander</u>
Top Step Base Salary	8,780.00	11,702.45
Subtotal (Base Salary)	8,780.00	11,702.45
Bilingual Pay (2% top step officer)	143.47	
Uniform Pay	46.33	46.33
Holiday Pay (based on top step salary)	455.68	607.36
2.5% Cost-share (included in PERSable for differential analysis)	219.50	
<u>Educational Pay</u>		
ED 2	164.60	
Post 3	255.50	
Post Supervisory Cert (based on top step salary)		351.07
Post Management Cert (based on top step salary)		526.61
Subtotal (Other PERSable)	1,285.08	1,531.37
TOTAL	10,065.08	13,233.82

	<u>CMDR vs. SGT</u>
% increase to base	7.50%
PERSable Differential	31.48%

JANUARY 1, 2008

	<u>Sgt</u>	<u>Commander</u>
Top Step Base Salary	9,555.06	12,691.31
Subtotal (Base Salary)	9,555.06	12,691.31
Bilingual Pay (2% top step officer)	154.95	
Uniform Pay	46.33	46.33
Holiday Pay (based on top step salary)	495.91	658.68
2.5% Cost-share (included in PERSable for differential analysis)	238.88	
<u>Educational Pay</u>		
ED 2	164.60	
Post 3	255.50	
Post Supervisory Cert (based on top step salary)		380.74
Post Management Cert (based on top step salary)		571.11
Subtotal (Other PERSable)	1,356.16	1,656.85
TOTAL	10,911.22	14,348.16

	<u>CMDR vs. SGT</u>
% increase to base	8.45%
PERSable Differential	31.50%