

C2022-532

MEMORANDUM OF UNDERSTANDING

**BETWEEN AND FOR
THE CITY OF NAPA**

AND

**NAPA POLICE OFFICERS' ASSOCIATION
FOR**

SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2024

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EXHIBIT A: SALARY TABLE

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 September 1, 2022 through August 31, 2024.

Section 3. Salary

3.1 COLA's. The City hereby approves the salary increase for each job classification identified in Exhibit "A" in the percentage amounts of:

5.0% (effective the pay period beginning September 3, 2022), and

Addition of Sixth Step

Addition of a sixth step (Step 6) to the salary schedule for Police Officer and Police Sergeant, which is 5% above Step 5, effective the payroll period containing July 1, 2023. Members at Step 5 with anniversary dates (original City hire date) from July 1 to December 31 will move into the Step 6 effective the payroll period containing July 1, 2023. Members at Step 5 with an anniversary date (original City hire date) between January 1 and June 30 will move into Step 6 effective the payroll period containing January 1, 2024. Members who are at Step 4 or lower, effective the payroll period containing July 1, 2023, will continue to advance into the next salary step in accordance with Section 3.4. In order to move into Step 6, a Member must have been at Step 5 for at least one year.

After the above changes are implemented on their respective effective dates, the salary range for each job classification 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.

- 3.3 The salary table, which identifies the base salary for each job classification (Police Officer and Police Sergeant) is attached in Exhibit A. The term of the Step 1 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

Employees who are regularly assigned to work day shift hours or swing shift hours and work overtime during hours outside of their regularly scheduled shift shall receive shift differential pay on an hour-by-hour basis for any hours that qualify under the differential hours identified above. Such shift differential pay shall only be for hours worked outside of the employee's regularly assigned hours.

- 4.3 Base salary is defined as an employee's hourly pay as listed on the salary schedule for the employee's classification (excluding ancillary assignment pay, etc.). This definition of base salary will apply throughout this entire MOU.
- 4.4 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). Only shift differential hours that qualify as special compensation under CalPERS regulations shall be reportable to CalPERS.

Section 5. Shift Changes

City agrees to post changes in shift assignments 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 shall designate languages which qualify for bilingual pay, including Spanish. The Human Resources Director will schedule bilingual proficiency examinations as needed but no more than once per quarter. Upon successful completion of a bilingual proficiency examination an employee shall be certified as having bilingual skills and will receive Bilingual Pay effective the beginning of the pay period following certification. There shall be no limit to the number of job classifications designated to receive Bilingual Pay. The Police Chief may require that an officer be recertified once every three (3) years, however, the Police Chief will not require recertification of any employee currently receiving bilingual pay for three (3) years from the effective date of this MOU.

Certified bilingual members who can read and speak in the designated language will receive a bilingual pay differential of three-and-one-half percent (3.5%) of base salary for both reading and verbal translation.

Certified bilingual members who can speak in the designated language will receive a bilingual pay differential for one-and-three quarters percent (1.75%) of base salary for verbal translation only.

6.2 Lead Officer. The Police Chief may designate Lead Officers in accordance with department policy. Lead Officers will be designated for a special term. Once assigned, Lead Officers will not be removed during the term of their assignments except for cause or as prescribed by department policy. The selection process and tenure for Lead Officers' assignments shall be in accordance with the department's Specialty and Ancillary Assignment Policy (General Order 1002).

6.2.1 Members designated as Lead Officers will perform the duties of Sergeant when directed to do so by the Police Chief or his/her designee, in accordance with department policy.

6.2.2 Members assigned as Lead Officers shall receive additional compensation in the amount of four percent (4%) of their base salary for the duration of the assignment.

6.3 Acting Pay. A member temporarily assigned for two (2) weeks or longer to perform the full range of duties of a higher classification due to a vacancy or the temporary absence of the employee regularly

employed in the higher classification shall receive Acting Pay. A member will be assigned in writing by his or her supervisor.

6.3.1 Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and is computed at a rate at least five percent (5%) above the Member's base salary or Step 1 of the higher classification, whichever is higher, except that in no circumstance shall the salary exceed the top step of the higher classification. For Members at Salary Step 4, 5, or 6 who are receiving Lead Officer Pay at the time of their Acting Assignment, Acting Pay will be seven percent (7%) above the Member's base salary.

6.3.2 An acting assignment shall be limited to a term of six months unless an extension is approved by the City Manager or designee. Acting assignments to a vacant position are limited to 960 hours per fiscal year.

6.4 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 1002.

6.4.1 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.

6.4.2 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.

6.5 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 1002. 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

6.5.1 Canine Handler – This new sub-section will replace and supersede any existing canine agreement.

6.5.1.1 Compensation. City and NPOA agree that the estimated amount of working time attributable to all ordinary aspects of canine care (including without limitation handling, caring, feeding, exercising, grooming, kennel cleaning, cleaning of City vehicles and ordinary transport to the veterinarian) by employees assigned to canine duty amounts to sixty-six (66) minutes per day, and compensation under this paragraph shall be based on, and shall not exceed, that estimate. This amount is a good faith estimate, intended to be comprehensive, accurate and inclusive of all pertinent facts. Further, it has been determined that said time is substantially similar to the care given to a household pet or other dog. This agreed time amount of sixty-six (66) minutes per day shall be compensated at the overtime rate (time and a half) of the minimum hourly wage established pursuant to state law, as that wage may be amended from time to time.

6.5.1.2 Canine – Extraordinary Work. All extraordinary work involving the canine handler shall be compensated at time and one-half. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinary care, special training not normally conducted on a daily or scheduled basis, and any work which causes a substantial increase in work time beyond what is compensated Section 6.5.1.1 described above. Overtime for such work must be approved in advance.

6.5.1.3 Canine – Canine Food and Care. The City shall provide canine food, reasonable veterinary care, ordinary equipment, and any other essential items associated with the care and maintenance of any police canine which has not been permanently retired.

6.5.1.4 Canine – Retirement. The Police Chief shall have the sole authority to deem a canine permanently retired and may factor in past, present and future veterinary costs in making the decision on whether to permanently retire the canine.

6.5.1.5 Canine – Canine Purchase. Upon termination from employment with the City or participation in the canine program, the handler may, subject to the City's sole and exclusive discretion, purchase the police dog from the City. The purchase price shall be the sum of \$10,000, multiplied by a fraction, the numerator of which is the remaining years, or fractions thereof, of expected service of the police dog and the denominator four (4) years; that is, the expected years of service of a police dog.

6.6 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 1002. 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 six percent (6%), 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
Emergency Vehicle Operation Course (EVOC) Coordinator	2.0% of current base salary
Emergency Vehicle Operation Course (EVOC) Instructor	1.75% of current base salary
Napa Forensics Electronic Crime Team (NFECT) Investigator	1.75% of current base salary
Napa Forensics Electronic Crime Team (NFECT) Coordinator	2.0% of current base salary
Defensive Tactics Instructor	1.75% of current base salary
Defensive Tactics Coordinator	2.0% of current base salary

6.7 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).

6.8 Court Pay

6.8.1 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.

6.8.2 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.

6.8.3 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.

6.8.4 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.

6.9 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.

6.10 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 shall be compensated as follows effective upon adoption of this MOU:

7.1.1 As of August 10, 2019:

7.1.1.1 Officers and Sergeants who possess a POST Intermediate Certificate shall be compensated an additional 2% of base salary from date of qualification.

7.1.1.2 Officers and Sergeants who possess a POST Advanced Certificate shall be compensated an additional 2% of base salary from date of qualification.

7.1.1.3 Sergeants who possess a POST Supervisory Certificate shall be compensated an additional 1% of base salary from date of qualification.

7.1.2 POST Certificate Pay set forth under Sections 7.1.1.1 – 7.1.1.3 above is cumulative, such that a member may receive POST Certificate Pay under all three sections. For example, effective with the pay period beginning June 27, 2020, an Officer or Sergeant possessing a POST Advanced Certificate will be compensated an additional 4% (2% for Intermediate and 2% for Advanced).

7.2 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:

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

Education Pay 2 Eligibility Requirements:

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

Grandfathered employees may receive pay under either this or Section 8.2, but not both.

Upon written request, a grandfathered employee may elect to receive Education Incentive Pay under section 8.2 rather than this section. Requests will be effective the first full pay period after receipt. However, employees who submit their request prior to October 15, 2019 will be deemed to have made their request as of the date of City Council adoption of this agreement.

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

	<u>Police Officer</u>	<u>Sergeant</u>
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 job classification, 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 required to wear their body armor. This requirement does not apply while wearing Class A uniforms.

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. For sworn members who are not in uniform, such as officers involved in undercover or plainclothes work, an officer may be excused from wearing body armor if his/her supervisor determines the officer could be compromised by wearing body armor, or when a supervisor determines that other circumstances make it inappropriate to mandate wearing body armor. 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 and reported in accordance with PERS rules:

New Year's Day
Martin Luther King Jr.'s Birthday

President's Day
Cesar Chavez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Admissions Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas 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:

<u>Years of Service</u>	<u>Accrual Hours/Year</u>
0-4	104
5-9	138
10-12	155
13-16	172
17-19	189
20+	206

- 12.1.1 The City may utilize the Recruitment and Hiring Incentives Program for vacation accrual credit, at the sole discretion of the City, as implemented by the City Manager, as a hiring incentive when needed to attract lateral peace officers. This incentive will be offered in accordance with the approved Program, at the time of hire, but the advanced vacation accrual rate will not apply until the member successfully completes probation. A vacation accrual credit of 80 hours may be granted at time of hire, then once the member successfully completes their probationary period, they will be moved to the appropriate vacation accrual tier in accordance with Section 12.1.2. This vacation accrual rate will not be offered retroactively to date of hire but will be granted on a go forward basis upon successful completion of probation.
- 12.1.2 Effective the payroll period containing January 1, 2023, and on a go forward basis, full-time service as a sworn peace officer will be counted for purposes of determining years of service for vacation accrual tiers under Section 12.1 for all employees. For purposes of this section, a sworn peace officer is defined under California Penal Code Sections 830.1 and 830.2 that has successfully completed a POST certified Regular Basic Course (commonly referred to as the "basic academy") or equivalent. Any work as a sworn peace officer pursuant to Penal Code Section 830.2 (d)(1) or (2), (f), (g), (h), (i), or (j), is excluded from this benefit and is not considered peace officer service for the purpose of vacation accrual. Out of State lateral police officers coming from employment equivalent to the qualifying peace officer service outlined above that have successfully completed their required academy and passed the California POST waiver, also qualify for vacation accrual as defined in this section.
- 12.2 The maximum annual carryover of accrued vacation will be three hundred (300) 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 300 ("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 300 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 three hundred fifty-one (351) 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 Step 4 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) ten (10) hour shifts scheduled on consecutive days followed by three (3) consecutive days off.

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

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

14.1.4 Members assigned to the "12½" hour shift shall work three (3) consecutive twelve and one-half (12½) hour shifts scheduled on consecutive days followed by four (4) consecutive days off.

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.

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.

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.

14.1.7 Breaks

(a) Members assigned to work straight shifts with no breaks will continue to be permitted paid on-duty breaks (including a lunch break) pursuant to Departmental policy, provided the member's duties permit such breaks.

(b) The Department is evaluating whether to adopt a policy under which, with departmental approval, members may be permitted to aggregate their breaks to engage in Departmentally-approved fitness activities at times and locations permitted by Departmental policy.

During the evaluation period, the Department may permit members to engage in Departmentally-approved fitness activities at approved times and locations. Use of break time to engage in fitness activities must be approved by the employee's supervisor, who shall consider workload, staffing and calls for service in determining whether employees will be permitted to participate in fitness activities.

(c) Members on paid breaks remain on duty and remain subject to immediate callout.

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 15 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.

- 14.4 Daylight Saving Time. Employees scheduled to work a shift in which Daylight Savings Time either takes effect (Spring) or reverts to Standard Time (Fall) shall be paid for hours worked. When Daylight Savings Time takes effect, these employees shall use one hour of paid or unpaid leave time. However, an alternative option may be offered at the discretion of the Department Head or designee and based on City business needs, for employees to work an additional hour at straight time rate that day or another day during the same work week.

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 Except when an assignment is offered as “overtime pay only”, the member may elect whether to receive pay or CTO for overtime worked. 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 issued in the calendar year.
- 15.2 The member will also be allowed to cash out accumulated compensatory time, in the pay period containing June 1 of each year. However, 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 Use of 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.
- 15.6 In the event a court renders a binding decision or the Department of Treasury promulgates regulations concluding that the election of compensatory time off does not result in constructive receipt, the parties will meet and confer over (a) the mandatory payout and maximum CTO accrual in paragraph 15.1 and (b) to address any constructive receipt issue created by the payout in paragraph 15.2

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 retiree. 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 The City will make a non-elective employer contribution to the IRC section 125 cafeteria plan in an amount which, combined with the amount stated in 17.1, equals the greater of eighty-five percent (85%) of the City Kaiser HMO rate, or the following amounts:

Minimum City contribution to section 125 cafeteria plan:

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

For example, if the 2019 City Kaiser Family premium is \$2,000 per month, and the 2019 PEMHCA minimum is \$136 per month the City will contribute \$1659 to the IRC Section 125 Plan [\$1659 + \$136 = \$1795].

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	\$ 53.00
Employee-plus-one	\$ 90.00
Family	\$138.00

The City contribution will not exceed the dollar amount for the full cost of dental coverage at the applicable tier.

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. The parties shall meet and confer over any applicable Committee recommendations.

Section 18. Deferred Compensation

A Deferred Compensation Plan is available 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 Effective September 1, 2022 through June 30, 2023, the Government Code Section 20516 CalPERS cost share for members, is as follows:
- For members with the 3% at 50 formula (i.e., CalPERS 1st and 2nd level-Police), the Section 20516 cost share is 5.5%.
 - For members with the 3% at 55 formula (i.e., CalPERS 3rd level – Police), the Section 20516 cost share is 5.5%.
 - For 2.7% at 57 (PEPRA), the Section 20516 cost share is 5.5%.
- 19.7.2 Effective the July 1, 2023, the Government Code Section 20516 CalPERS cost share for members, is as follows:
- For members with the 3% at 50 formula (i.e., CalPERS 1st and 2nd level-Police), the Section 20516 cost share is 5.5%.
 - For members with the 3% at 55 formula (i.e., CalPERS 3rd level – Police), the Section 20516 cost share is 5.5%.
 - For 2.7% at 57 (PEPRA), the Section 20516 cost share is being reduced by 2%, for a new total member cost share of 3.5%.
- 19.7.3 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).
- 19.7.4 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.

19.7.5 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		Daily Accrual
	<u>Hours/Year</u>	<u>Rate</u>
	Sick Leave 96	.26374

21.2 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.

21.3 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.

21.4 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

Within a reasonable period of time from the date of appointment, as established by the City at the time of appointment, each member shall reside within one-hundred and twenty (120) miles of the Police Department from his/her residence, "as the crow flies." Once a member has established a residence within the one-hundred and twenty (120) miles boundary, that member will be deemed in compliance with the residency requirement until they change residence.

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

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 25. 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 ("Deduction"). It is understood and agreed by both the City and NPOA that NPOA accepts responsibility for maintaining such written, signed authorizations ("Deduction Authorization") on file at all times. NPOA will provide the City either a copy of the individual Deduction Authorization or a written certification that it has and will maintain a Deduction Authorization, signed by the individual from whose salary or wages the Deduction is to be made.

Deductions may be revoked only pursuant to the terms of the employee's Deduction Authorization. The City shall direct member requests to cancel or change Deductions to NPOA and shall rely on information provided by NPOA regarding whether Deductions were properly canceled or changed.

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.

Consistent with state law, NPOA shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by a member for deductions made in reliance on NPOA certification regarding a Deduction Authorization and (2) any claims made by a member for deductions made in reliance on information provided by NPOA regarding changes or cancellations to the Deduction Authorization.

Section 26. Time Off for NPOA Business

26.1 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.

26.2 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 eighty hours (280) 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 27. 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 28. NPOA/Command Staff Meetings

Except as otherwise agreed by the parties, the Chief of Police/Command Staff and representatives of the Association will meet no less frequently than once a quarter to discuss matters currently of interest to the parties.

Section 29. Grievance Procedure

29.1 Definitions

“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-eight (28) calendar days of the date the member reasonably should have learned of its occurrence.

The designated supervisor shall have twenty-eight (28) calendar 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. Presentation of the grievance to the Lieutenant must occur within twenty-eight (28) calendar days of the Step I response. In the absence of a timely Step I response the grievance must be presented within twenty-eight (28) calendar days of the date the Step I response was due.

Step II – Lieutenant Response

29.2.2 The Bureau Lieutenant shall have twenty-eight (28) calendar days from the date of receipt of the written grievance in which to investigate and respond to the grievance. 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. Presentation of the grievance to the Captain must occur within twenty-eight (28) calendar days of the Step

II response. In the absence of a timely Step II response the grievance must be presented within twenty-eight (28) calendar days of the date the Step II response was due.

Step III – Captain Response

29.2.3 The Captain shall have twenty-eight (28) calendar days from the date of receipt of the grievance in which to investigate and respond to the grievance. 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. Presentation of the grievance to the Police Chief must occur within twenty-eight (28) calendar days of the Step III response. In the absence of a timely Step III response the grievance must be presented within twenty-eight (28) calendar days of the date the Step III response was due.

Step IV – Police Chief Response

29.2.4 The Police Chief shall have twenty-eight (28) calendar days from the date of receipt of the grievance in which to investigate and respond to the grievance. 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. Presentation of the grievance to the City Manager must occur within twenty-eight (28) calendar days of the Step IV response. In the absence of a timely Step IV response the grievance must be presented within twenty-eight (28) calendar days of the date the Step IV response was due.

Step V – City Manager

29.2.5 The City Manager shall have fourteen (14) calendar days from the date of receipt of the grievance in which to investigate and respond to the grievance.

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. Referral of the grievance to an impartial arbitrator must occur within twenty-eight (28) calendar days of the Step V response. In the absence of a timely Step V response, the grievance must be presented within twenty-eight (28) calendar days of the date the Step V response was due.

The 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 job classification 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 fourteen (14) calendar 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.
- 28.6.1 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 August 31, 2024. The parties shall use their best efforts to commence the meet and confer process between City and NPOA prior to March 31, 2024, with respect to a MOU contemplated to take effect September 1, 2024.

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).

Section 37. Master Officer/Master Sergeant Program

This Master Officer/Master Sergeant Program will be implemented by January 1, 2023, or sooner, if practicable.

The Master Officer/Master Sergeant Program is a career officer development program. The program is designed to encourage officers to develop in the profession of Law Enforcement through education, training, and departmental involvement.

The experienced officer involved with the Master Officer/Master Sergeant Program becomes better qualified to meet the challenges of the Law Enforcement profession by improving their skills. By participating in academic training, specialized units or positions, and longevity with the Napa Police

Department, the Master Officer/Master Sergeant becomes an asset to the Napa Police Department and to the City of Napa.

Officers are encouraged to be the very best they can be in whatever capacity they are assigned. It is important that officers be recognized for distinguished service not only for the individual officer but the Law Enforcement profession as a whole. Officers, just as in other professions, must be recognized for their contribution of years and involvement in the department and the community.

The experienced officer that works toward and meets the criteria established in the Master Officer/Master Sergeant Program becomes better qualified to meet the challenges of the Law Enforcement profession by improving their personal skills. Criteria is based upon performance, academic training, departmental involvement, years of service with the Napa Police Department and other law enforcement agencies, or a combination thereof. Once eligible, employees are responsible for applying for Master Officer Pay. Once approved, Master Officer Pay will only be paid retroactively to the date the employee submitted the application.

When the criteria is met and the officer has successfully completed their application, the officer receives visible and monetary recognition and serves as a role model for those that follow in the Law Enforcement profession.

The Master Officer/Master Sergeant Program is not a longevity (years of service) program but should be regarded as a career development program that benefits the officer, the Napa Police Department and the residents of the City of Napa. The amounts described below are based on a Member's base salary.

Master Officer/Master Sergeant status is designated as follows:

2 Tiers – Same Qualifications for Both Sergeant and Officer:

Tier 1 – 2.5%

Tier 2 – 5%

1 Additional Tier – Sergeant Only:

Tier 3 – 6%

Master Officer/Master Sergeant Tier 1, Tier 2, and Tier 3 pay does not stack. The maximum pay under the Master Officer/Master Sergeant Program is 6% differential based on their base salary.

- **Tier 1 Master Officer/Master Sergeant:** After meeting the specified criteria, the employee will receive a 2.5% differential based on their base salary.
- **Tier 2 Master Officer/Master Sergeant:** After meeting the specified criteria, the employee will receive a 5% differential based on their base salary.
- **Tier 3 Master Sergeant:** After meeting the specified criteria, the employee will receive a 6% differential based on their base salary.

Master Officer/Master Sergeant Criteria

Tier 1 Master Officer/Master Sergeant Requirements:

- At least 10 years of service in law enforcement as a full-time Peace Officer
- At least 3 years with City of Napa
- Possession of an Advanced P.O.S.T Certificate
- Associate's degree from accredited college or university
- At least 3 years spent assigned to a special assignment, as identified in Section 6.5, at least 1 year of which is with the City of Napa
- At least 2 years spent in an ancillary assignment, as identified in Section 6.6, at least 1 year of which is with the City of Napa
- Overall meets standards performance on the last 3 performance reviews

OR

- At least 8 years of service in law enforcement as a full-time Peace Officer
- At least 3 years with the City of Napa
- Possession of an Advanced P.O.S.T Certificate
- Bachelor's degree from accredited college or university
- At least 3 years spent assigned to a special assignment, as identified in Section 6.5, at least 1 year of which is with the City of Napa
- At least 2 years spent in an ancillary assignment, as identified in Section 6.6, at least 1 year of which is with the City of Napa
- Overall meets standards performance on the last 3 performance reviews

Tier 2 Master Officer/Master Sergeant Requirements:

- At least 17 years of service in law enforcement as a full-time Peace Officer
- At least 6 years with City of Napa
- Possession of an Advanced P.O.S.T Certificate
- Associate's degree from accredited college or university
- At least 6 years spent assigned to a special assignment, as identified in Section 6.5, at least 3 years of which is with the City of Napa
- At least 3 years spent in an ancillary assignment, as identified in Section 6.6, at least 1 year of which is with the City of Napa
- Overall meets standards performance on the last 3 performance reviews

OR

- At least 15 years of service in law enforcement as a full-time Peace Officer
- At least 6 years with City of Napa
- Possession of an Advanced P.O.S.T Certificate
- Bachelor's degree from accredited college or university
- At least 6 years spent assigned to a special assignment, as identified in Section 6.5, at least 3 years of which is with the City of Napa

- At least 3 years spent in an ancillary assignment, as identified in Section 6.6, at least 1 year of which is with the City of Napa
- Overall meets standards performance on the last 3 performance reviews

Tier 3 Master Sergeant Only Requirements:

- At least 17 years of service in law enforcement as a full-time Peace Officer
- At least 6 years with City of Napa
- Possession of Supervisory P.O.S.T Certificate
- Bachelor's degree from accredited college or university
- At least 6 years spent assigned to a special assignment with the City of Napa, as identified in Section 6.5 (at least 1 year of which as a Sergeant for the City of Napa)
- At least 1 year spent in an ancillary assignment as a Sergeant, as identified in Section 6.6
- Overall meets standards performance on the last 3 performance reviews

ACCREDITED COLLEGE

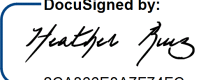
An academic institution recognized as an accredited college or university in the state of origin.

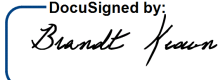
[SIGNATURES ON FOLLOWING PAGE]

This Memorandum of Understanding is executed at Napa, California on November 28, 2022 | 9:58:58 AM PST.

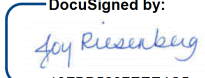
By: 
77109A3B4ADF4F7...
JESSE LAD, Chief Negotiator

By: 
82852E20B38944A...
VANCE PIGGOTT, Chief Negotiator

By: 
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HEATHER RUIZ, Human Resources Director
City of Napa

By: 
EBA71E84C2EC47D...
BRANDT KEOWN, President
Napa Police Officers' Association

COUNTERSIGNED:


19FBB5237EEE4C5...
JOY RIESENBERG, City Auditor

APPROVED AS TO FORM:

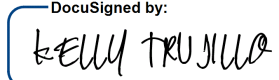

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MICHAEL W. BARRETT, City Attorney

EXHIBIT A

NPOA Base Annual Salary					
Effective Date: September 3, 2022					
5% COLA Increase					
Job Classification	1	2	3	4	5
Police Officer	\$108,549	\$113,883	\$119,592	\$125,700	\$132,050
Police Sergeant	\$133,671	\$140,396	\$147,239	\$154,704	\$162,279

NPOA Base Annual Salary						
Effective Date: Payroll Period Containing July 1, 2023						
Addition of a Sixth Step which is 5% above Step 5						
Job Classification	1	2	3	4	5	6
Police Officer	\$108,549	\$113,883	\$119,592	\$125,700	\$132,050	\$138,652
Police Sergeant	\$133,671	\$140,396	\$147,239	\$154,704	\$162,279	\$170,393

NOTE: *All dollar amounts are approximate, there may be variations due to rounding in Tyler Munis.*