

SIDE LETTER AGREEMENT NO. 9

TO AGREEMENT NO. 6711c

BETWEEN

NAPA CITY EMPLOYEES ASSOCIATION

AND

CITY OF NAPA

WHEREAS,

1. The City of Napa (City) and the Napa City Employees Association (NCEA) are committed to maintaining cooperative labor relations, including discussions over matters outside of the Memorandum of Understanding (MOU) now and in the future.
2. The City and NCEA are parties to an MOU with a term of March 1, 2002 through February 28, 2011.
3. Section 4.3 of the NCEA MOU provides for a reopener in 2008 on one non-economic item proposed by each side.
4. The City and NCEA have reached agreement on one non-economic provision proposed by NCEA. Upon written notice by the City to NCEA prior to the expiration of the MOU, the parties will complete the meet-and-confer process regarding one non-economic provision proposed by the City.

THEREFORE,

5. The parties agree that Section 26, NCEA Business, shall be modified as follows:
 - 26.1 (a) The City will provide paid release time for a maximum of four (4) NCEA members for the purpose of meeting and conferring with the City concerning issues which may arise during the term of this Memorandum of Understanding. NCEA retains the right to determine which of the NCEA board members shall be their representatives for each meet and confer issue.
 - (b) NCEA member representatives employed and recognized by the City shall assist employees in resolving grievances at the lowest possible administrative level. These member representatives shall be afforded reasonable time for the investigation and processing of grievances, for investigation of disciplinary actions, and to meet with management regarding such actions without loss of pay or benefits.
 - (c) NCEA will attempt to give the City enough notice to allow for scheduling and other operational issues to be taken care of in advance of needed release time. Such request for release time shall normally be made 24 hours in advance and shall include the location and area of activity, the approximate time needed, and the general nature of the union business involved. The City will attempt to accommodate NCEA's request for a particular individual, but will have the right to deny a request if it appears that on-going operations

will be unduly hampered or if it appears that excessive overtime will be required to fill in for an individual. In the event the City is unable to accommodate NCEA's requests for release time for a specific representative and NCEA considers this specific representative vital to the issue scheduled for discussion, NCEA and the City will adjust the meet and confer schedule to better accommodate the employee who cannot attend.

(d) For the purpose of meeting and conferring with the City concerning contract reopeners or a successor Memorandum of Understanding, the City will provide paid release time for all seven (7) members of the NCEA Board of Directors.

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

This pool of hours shall be available to NCEA Board members to conduct NCEA business independent of the right and obligation to represent NCEA members as outlined elsewhere in this MOU and as provided for in the Meyers-Milias-Brown Act.

Examples of covered events are:

1. City budget workshops that occur during work time
2. PERS training seminars
3. Personnel/Labor Relations and Practices training such as CMD (Center for Management Development) or Liebert & Cassidy training
4. SEIU sponsored training

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

There shall be an annual usage cap of one hundred twelve (112) hours. Additional usage may be approved by the City Manager upon request. There shall be no cap on the number of hours that can accrue in or be donated to the pool.

Use of this time shall be subject to existing rules and practices for requesting vacation leave and shall not be unreasonably denied.

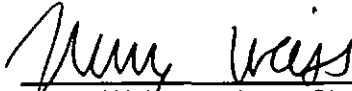
The record of such donations and usage shall be tracked by the Finance Department in accordance with existing practices and procedures for donating time to similar leave banks, and a report of the balance shall be provided to the union on a quarterly basis.

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Between NCEA and the City of Napa
Re: 2008 Reopener
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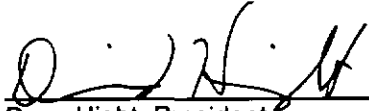
[Note: this sideletter is not intended to affect the language of any other provision of Section 26 of the MOU.]

6. This agreement shall be part of the current MOU and shall expire with the current MOU (February 28, 2011).

Dated: February 11, 2009
~~December~~ 2008

By: 
Nancy Weiss, Assistant City Manager
City of Napa

Dated: February 11, 2009
~~December~~ 2008

By: 
Dave Hight, President
Napa City Employees Association



CITY of NAPA

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April 7, 2009

Dave Hight, President
NCEA
c/o Napa Water Division

Re: Side Letter No. 9 to Agreement 6711c

Dear Dave:

Enclosed please find an original of the above-referenced agreement with the Side Letter Agreement No. 9 added for your records.

Very truly yours,


SANDY C. TELLEZ
Legal Secretary

Enclosure

cc. Nancy Weiss