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<table>
<thead>
<tr>
<th>MOU SECTION</th>
<th>CITY PROPOSAL</th>
<th>PROPOSAL LANGUAGE, ATTACHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term (2)</td>
<td>7/1/12 - 12/31/13</td>
<td></td>
</tr>
</tbody>
</table>
| Compensation (3) | • No increase to compensation.  
|                | • Eliminate survey language.                                                  |                            |
|                | • Revised Attachment A – Annual Salary                                       |                            |
|                | • Attachment B – Historical Benchmark data                                   |                            |
| Medical & Dental (4) | Dental: City contribution fixed at 11/12 rate.  
|                | Health-in-lieu: City contribution fixed at $500 per month.                    |                            |
|                | FY 12/13 medical: City contribution fixed at 11/12 Kaiser HMO rate.           |                            |
|                | Employee $533.38                                                              |                            |
|                | Employee + 1 $1,066.77                                                       |                            |
|                | Family $1,418.80                                                              |                            |
|                | FY 13/14 medical: City contribution fixed at either the rates described below or 85% of Kaiser HMO rate, whichever is higher. |                            |
|                | Employee $578                                                                 |                            |
|                | Employee + 1 $1,157                                                           |                            |
|                | Family $1,539                                                                 |                            |
|                | Participate in Labor-Management Committee to review plan design and plan options. |                            |
| One-Time Money | In the context of a package agreement, $493 per employee ($41.08 per month) for FY 12/13 to be applied evenly to all AMP members either to their contribution to health care or to their in lieu payments. |                            |
| Life Insurance (4.4) | Increase to City paid life insurance benefit to $100,000                      |                            |
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<table>
<thead>
<tr>
<th>MOU SECTION</th>
<th>CITY PROPOSAL</th>
<th>PROPOSAL LANGUAGE, ATTACHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concessions (PERS Cost-Share, sec 5)</td>
<td>In order to meet long-term structural savings for the City of 3% ongoing savings, effective July 1, 2012, delete section 5.10 (employer pick-up of 1% of employee share), and additional 2% as PERS cost-share of employer's contribution.</td>
<td></td>
</tr>
<tr>
<td>2nd Tier Retirement (5)</td>
<td>Members hired on or after 7/1/12, or as soon after as practicable, 2% at 60 with 3 year final average.</td>
<td></td>
</tr>
<tr>
<td>PERS Asset Transfer (5.8, 6.4)</td>
<td>Delete obsolete language</td>
<td></td>
</tr>
<tr>
<td>Compaction (6.2)</td>
<td>Modify section 6.2 and delete sections 6.3 and 6.4</td>
<td></td>
</tr>
<tr>
<td>Programmer Analyst (6.3)</td>
<td>Delete obsolete language</td>
<td></td>
</tr>
<tr>
<td>Vacation (8)</td>
<td>Remove requirement of Department Head approval.</td>
<td></td>
</tr>
<tr>
<td>Holidays (15)</td>
<td>Holiday defined as 8 hours; employees on alternate work schedule must take accrued paid leave to cover work day.</td>
<td></td>
</tr>
<tr>
<td>Residency (17)</td>
<td>As part of package, will eliminate residency requirement.</td>
<td></td>
</tr>
<tr>
<td>Tuition Reimbursement (NEW)</td>
<td>Increase to $1,200 annually</td>
<td></td>
</tr>
<tr>
<td>Bilingual Pay (NEW)</td>
<td>Additional compensation of 3.5% of employees base salary for oral skills only or 4.0% of employees base salary for written and oral skills</td>
<td></td>
</tr>
<tr>
<td>Boot Allowance (NEW)</td>
<td>Provide safety boot allowance in the amount of $190 annually, to be paid in the pay period containing March 1st.</td>
<td></td>
</tr>
</tbody>
</table>
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### MOU SECTION | CITY PROPOSAL | PROPOSAL LANGUAGE, ATTACHED
--- | --- | ---
City Closure Days | The City will be closed for business on 4 days in calendar year 2012 and 4 days in calendar year 2013. These 4 days each year will be paid time off, and AMP members who are required to work on any of the closure days would receive equivalent paid leave hours to be used within twelve months (and which may be scheduled prior to the closure days).  
2012: December 26, 27, 28 and 31  
2013: December 26, 27, 30 and 31 |  
Reopener | Reopener to discuss the Engineering series compaction issue, which will be a side letter to the current AMP Agreement No. 6710A |  
Acting Pay/ Out of Class Pay | Clarification of eligibility and duration of acting pay, and add out of class pay. |  
Without Pay Practices | City seeks to document without pay scenarios to be consistent with ordinance. |  
Retiree Medical | Cleanup- incorporate side letter re supplemental payment. |  
Layoff Bumping (Civil Service) | City will jointly request CSC review and approval of language changes to CSC Rule 14 | Not an MOU provision

Tentative Agreements

As part of package, incorporate all prior signed tentative agreements listed below.

### TENTATIVE AGREEMENTS

<table>
<thead>
<tr>
<th>ISSUE (MOU SECTION)</th>
<th>TENTATIVE AGREEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bereavement Leave (10)</td>
<td>Add in laws and registered domestic partners to list of immediate family (same as NCEA language).</td>
</tr>
<tr>
<td>Fiscal Emergency (28)</td>
<td>Update language to be consistent with adopted budget.</td>
</tr>
<tr>
<td>Advancement Within Flexibly-Staffed Classifications (New)</td>
<td>Employee can be moved to higher class in flex staffed position based on stated criteria</td>
</tr>
</tbody>
</table>
June 14, 2012

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FOR THE CITY:          Date:          FOR AMP:          Date:

[signature]  6-14-12  [signature]  6-15-12
The term of this Memorandum of Understanding shall be January 1, 2003 through February 28, 2011. July 1, 2012 through December 31, 2013. However, because some terms, provisions and benefits under this Agreement do not become effective until dates subsequent to the January 1, 2003 initial effective date of this Agreement (July 1, 2012), no employee shall be entitled to any term, provision or benefit under this Agreement unless he or she is actively and regularly employed by the City on the date such term, provision or benefit becomes effective; any employee who retires, is terminated or otherwise discontinues regular and active employment with the City shall not be entitled to any term, provision or benefit that first becomes effective after that employee’s last date of active and regular employment with the City, irrespective of the fact that such employee’s active and regular employment ended subsequent to the initial January 1, 2003 effective date of this Agreement.

This Memorandum of Understanding is intended to and shall supercede the parties previous Memorandum of Understanding (City Agreement No. 6710-A) dated May 1, 2001 (excluding provisions or benefits already provided as of December 31, 2002).
City of Napa Proposal

Distributed at the Bargaining Table on March 26, 2012

Section 3. Compensation

(new) There shall be no increases to base salaries for the term of this MOU.

City: [Signature] 6-14-12

Amp: [Signature] 6-11-12
The City proposes to replace existing Attachment A with an updated list, and revise sections 3.1 to 3.3 as follows:

Section 3. Compensation

3.1 Survey Cities. It is the desire of the City to have a competitive compensation plan to maintain salaries and benefits at a level that attracts and retains quality employees. The parties agree that surveys of the salaries and benefits of employees performing comparable work for comparable agencies provide information useful in ensuring that the City continues to meet this goal.

Historically, the survey universe included the following cities: Fairfield, Hayward, Livermore-Pleasanton, Newark, Petaluma, Richmond, Santa Rosa, Vacaville, and Vallejo, and in

For purposes of determining market competitiveness, the City and AMP have agreed to the following nine (9) survey cities:
Fairfield
Hayward
Average of the City of Livermore and City of Pleasanton
Newark
Petaluma
Richmond
Santa Rosa
Vacaville
Vallejo
In the event both Livermore and Pleasanton do not have the classification to be surveyed, the jurisdiction that has had the comparable classification will be the classification surveyed. The listed survey cities may also be used for preparing recommendations on setting salaries for AMP reclassifications or the creation of new AMP classifications. Benchmark classifications and internal relationships are noted in Attachment B. Any surveys performed by the parties will be informational only.

3.2 Average Market Movement

Average Market Movement Methodology: The City will determine the average percentage salary increases given to each survey agency’s corresponding bargaining unit. The survey will be initiated on January 2nd of each applicable year and will include known salary adjustments from January 2nd of the prior year through January 1st of the current year. To calculate the salary increase, the total percentage salary increase given to each survey agency’s corresponding bargaining unit—since the prior survey—will be determined
and shown as a percentage. The percentages for each agency will be added together and divided by nine (the number of survey agencies in the survey). The resulting average is the percentage increase that will be given to bargaining unit members. If a survey city does not have an increase or the increase is unknown at the time the survey is performed, "0" will be used in the calculations. If the next survey undertaken involves the "average market movement" methodology, that figure will be updated at the next survey and added to the survey figure for the known salary increases when tabulating the average on the next "market movement" survey. If the next survey involves the "market benchmark" methodology, the actual top step monthly salaries are used in the "market benchmark" formula and, by definition, will ensure that any previously unknown adjustments are reflected in the survey data.

The percentage salary increase as determined by the Market Movement Survey shall not be reduced by the .32% PERS Conversion factor.

March 1, 2003 Average Market Movement Salary Adjustment. On January 2, 2003, the City shall conduct initiate an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2003, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2002 through January 1, 2003.

March 1, 2004 Average Market Movement Salary Adjustment. On January 2, 2004, the City shall conduct initiate an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2004, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2003 through January 1, 2004.

March 1, 2006 Average Market Movement Salary Adjustment. On January 2, 2006, the City shall conduct initiate an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2006, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2005 through January 1, 2006.

March 1, 2007 Average Market Movement Salary Adjustment. On January 2, 2007, the City shall initiate an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2007, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the
AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2006 through January 1, 2007.

March 1, 2008 Average Market Movement Salary Adjustment. On January 2, 2008, the City shall conduct an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2008, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2007 through January 1, 2008.

March 1, 2010 Average Market Movement Salary Adjustment. On January 2, 2010, the City shall conduct an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2010, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2009 through January 1, 2010.

3.3 MARKET BENCHMARK SURVEY

Market Benchmark Survey Methodology: The City will survey all Benchmark classifications identified in Attachment A. For those classifications not surveyed, internal relationships identified in Attachment A will be maintained. Top step salary information for each of these classifications will be collected from the nine (9) agencies identified in Section 3.1. The survey will be initiated on January 1st of each applicable year and will include base salaries for each bargaining unit position and will include known salary adjustments through the effective date of the salary adjustment (i.e., March 1, 2005 and March 1, 2009). To determine base salaries, the survey will deduct employee PERS contributions paid by the employee. The City and AMP will meet to discuss the implementation of salary adjustments for 2005 and/or 2009, as well as the data to be used for salary adjustments for any positions with fewer than five (5) comparables in the market.

The percentage salary increase as determined by the Market Benchmark Movement Survey shall not be reduced by the .32% PERS Conversion factor.

March 1, 2005 Market Benchmark Salary Survey Adjustment. On January 1, 2005, the City shall initiate a "market benchmark salary survey" for all Benchmark classifications identified in Attachment A. Top step salary information for each of these classifications will be collected from the nine (9) agencies identified in Section 3.1. Effective March 1, 2005, the salary of all bargaining unit members shall be adjusted by the amount resulting from the survey, as specified in Attachment A.

March 1, 2009 Market Benchmark Salary Survey Adjustment. On January 1, 2009, the City shall initiate a "market benchmark salary survey" for all Benchmark classifications identified in Attachment A. Top step salary information for each of these classifications will be collected from the nine (9) agencies identified in Section 3.1. Effective March 1,
2009, the salary of bargaining unit members shall be adjusted by the amount resulting from the survey, as specified in Attachment A.

City:

Mary Havis

Date: 6-14-12

AMP:

Cindy Brown

6-15-12
On 3/26/2012, the City provided a proposal modifying the language in Section 3 regarding the use of Survey Cities to set compensation.

AMP has the following comments/counter proposal:

Attachment A – should be updated with current information and provide historical information on “benchmark” positions and their relationship to non-benchmark positions, for all current classifications in AMP.

3.1

It should be noted that the listed survey cities may be used for preparing recommendations on setting salaries for AMP reclassifications or the creation of new AMP classifications.

Agreement

With the above clarification and changes, AMP is agreeable to this proposal as part of a negotiated package.
<table>
<thead>
<tr>
<th>Position</th>
<th>Annual Minimum</th>
<th>Annual Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCOUNTANT</td>
<td>65,784.00</td>
<td>79,476.00</td>
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<tr>
<td>ACCOUNTING AND AUDIT SUPERVISOR</td>
<td>85,716.00</td>
<td>103,548.00</td>
</tr>
<tr>
<td>ADMINISTRATIVE ASSISTANT</td>
<td>62,928.00</td>
<td>76,008.00</td>
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<tr>
<td>AFFORDABLE HOUSING REP</td>
<td>64,164.00</td>
<td>77,508.00</td>
</tr>
<tr>
<td>AFFORDABLE HSNG PROGRAM SUPV</td>
<td>73,776.00</td>
<td>89,136.00</td>
</tr>
<tr>
<td>ASSISTANT ENGINEER</td>
<td>74,196.00</td>
<td>89,640.00</td>
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<tr>
<td>ASSOCIATE CIVIL ENGINEER</td>
<td>82,548.00</td>
<td>99,720.00</td>
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<tr>
<td>ASSOCIATE PLANNER</td>
<td>72,204.00</td>
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<tr>
<td>ASSOCIATE TRAFFIC ENGINEER</td>
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<tr>
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<td>145,308.00</td>
</tr>
<tr>
<td>DEPUTY PUB WKS DIRECTOR - OPS</td>
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<td>145,308.00</td>
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<tr>
<td>EMERG MED SERVICES SPECIALIST</td>
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<td>115,512.00</td>
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<tr>
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<tr>
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<tr>
<td>FLEET MANAGER</td>
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<td>GIS COORDINATOR</td>
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<tr>
<td>HOUSING MANAGER</td>
<td>96,876.00</td>
<td>117,060.00</td>
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<tr>
<td>HOUSING REHAB PROGRAM SUPV</td>
<td>73,776.00</td>
<td>89,136.00</td>
</tr>
<tr>
<td>INFORMATION TECHNOLOGY MANAGER</td>
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<td>JUNIOR ENGINEER</td>
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<td>PARKS SUPERINTENDENT</td>
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<td>PLAN CHECK ENGINEER</td>
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<td>PLANNING MANAGER</td>
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<tr>
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<td>PURCHASING SERVICES MANAGER</td>
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<tr>
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</tr>
<tr>
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<td>Salary</td>
<td>Salary</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>----------</td>
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</tr>
<tr>
<td>REVENUE OPERATIONS SUPERVISOR</td>
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<tr>
<td>SENIOR PLANNER</td>
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<td>110,580.00</td>
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<td>SYSTEMS ANALYST</td>
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<td>WATER DISTRIBUTION SUPERINTENDENT</td>
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<td>WATER GENERAL MANAGER</td>
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</tr>
<tr>
<td>WC/SAFETY COORDINATOR</td>
<td>73,080.00</td>
<td>88,296.00</td>
</tr>
</tbody>
</table>
Section 4. Health and Welfare

4.1 During the term of this agreement, the City will continue to offer current medical insurance plans, which offer benefits substantially equivalent to those available under the parties' previous MOU. Employees will contribute on a payroll-deduction basis four dollars ($4.00) per month for employee-only coverage; seven dollars ($7.00) per month for employee-plus-one (1) dependent coverage; or ten dollars ($10.00) per month for full-family coverage. The City will assume all increases in premium rates during the term of the agreement. Effective March 1, 2004, each bargaining unit member will contribute on a payroll-deduction basis, ten dollars ($10.00) per month for employee-only coverage; fifteen dollars ($15.00) per month for employee-plus-one (1) dependent coverage; or twenty dollars ($20.00) per month for full-family coverage.

a) Effective July 1, 2012, through June 30, 2013, for employees enrolled in a City medical plan, the City will contribute either ninety percent (90%) of the Kaiser monthly premium, or the following amounts, whichever is greater, based on the employee's enrollment status:

<table>
<thead>
<tr>
<th>Enrollment Status</th>
<th>Contribution Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$533.38</td>
</tr>
<tr>
<td>Employee plus one</td>
<td>$1,066.77</td>
</tr>
<tr>
<td>Family</td>
<td>$1,418.80</td>
</tr>
</tbody>
</table>

b) In addition to the above, for the period of July 1, 2012, through June 30, 2013, the City will provide an additional, one-time contribution to medical benefits of $41.08 per employee per month.

c) Effective July 1, 2013, for employees enrolled in a City medical plan, the City will contribute either eighty-five percent (85%) of the Kaiser monthly premium, or the following amounts, whichever is greater, based on the employee's enrollment status:

<table>
<thead>
<tr>
<th>Enrollment Status</th>
<th>Contribution Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$578</td>
</tr>
<tr>
<td>Employee plus one</td>
<td>$1,157</td>
</tr>
<tr>
<td>Family</td>
<td>$1,539</td>
</tr>
</tbody>
</table>

4.2 Effective July 1, 2012, the City will contribute the following amounts for dental benefits:
The City will continue to pay the premium for continuation of existing dental insurance. The City will continue to provide the plan known as “Delta Care” as an alternative dental plan. In the event that there are rate increases during the term of this MOU, employees will contribute through payroll deduction the amount of the premium, if any, which exceeds the City’s contributions, will be adjusted in accordance therewith.

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

[Sections 4.4 through 4.8 are part of a separate proposal]

4.9 a) The City will continue to provide, in lieu of coverage under a health plan provided by the City, an employee who provides proof of coverage comparable to that provided by the City through a spouse or other source will be paid by the City an in-lieu payment of five hundred dollars ($500), the equivalent of fifty percent (50%) of the highest monthly premium for which the employee is eligible. Such payment will be either in cash or into the employee’s deferred compensation plan, at the employee’s option. The employee must complete a form provided by the City’s Finance Department. Re-enrollment in a plan provided by the City other than during the annual open enrollment period will be permitted only in the event of a significant personal event (i.e., death of a spouse, divorce, loss of spousal coverage, etc.), and will be subject to the requirements of the health plan provider.

b) In addition to the above, for the period of July 1, 2012 through June 30, 2013, the City will provide an additional, one-time in-lieu payment of $41.08 per employee, per month.

c) The City agrees to provide a one-time open enrollment period for thirty (30) calendar days after ratification of this MOU, during which employees currently enrolled in City benefits may elect instead to prospectively elect the in lieu benefit, and those currently receiving the in lieu benefit may elect to enroll prospectively in a City benefit plan. This one-time additional open enrollment period will not provide any opportunity for employees currently enrolled in City benefits to change plans or make any other traditional open enrollment changes.

4.10 The City will continue allowing payment of certain dependent and health care expenses on a pre-tax basis under the provisions of IRS Code Sec. 125 and 129.
The City and AMP have a shared interest in exploring options to reduce the cost of City-provided medical and dental benefits. AMP will participate in a Labor-Management Committee, which shall be established no later than August 1, 2012, for the purpose of soliciting input for plan design and other plan options for the City's medical and dental plans. The committee shall be comprised of representatives from bargaining groups and management; committee meetings shall be held at a minimum on a quarterly basis; and the committee shall make recommendations to management for consideration and implementation. Committee operating guidelines will ensure that AMP (and other employee groups) will have adequate time to undertake its internal review processes prior to the committee making recommendations to management.

City: [Signature]

AMP: [Signature]

Date 6-14-12

6-15-12
Section 4 Health and Welfare

4.4 The City will pay the premium for life insurance of $100,000 two and one-half (2 1/2) times the annual salary (to a maximum of $50,000) during employment of each bargaining unit member. 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. (Reference MOU #4234, Section 14(d) dated 8-3-82).

4.5 Bargaining unit members shall have the option to purchase, solely at the employee's expense, additional life insurance through the City's insurance broker, up to the a maximum allowed by the carrier of $250,000.
Section 5. Retirement

5.10 Effective December 1, 2003 the City will pay the additional one percent (1.0%) employee PERS contribution directly to PERS as outlined in Government Code Section 21354.4 and 21354.5.

5.104 Effective December 1, 2004 and thereafter, if the City’s PERS contribution rate exceeds fourteen percent (14.00%), the employee and City shall share equally such excess rate, up to nineteen percent (19.00%). The employee will pay fifty percent (50%) of such excess cost; provided, however, that the employee maximum contribution under this formula shall not exceed two and one-half percent (2.5%) in any given year. The City will pay the full cost of the Employer rate up to fourteen percent (14.00%) and over nineteen percent (19.00%).

Effective July 1, 2012 in addition to the above PERS Cost-Sharing, members will contribute an ongoing total additional contribution to the employer’s PERS of 3% as follows:

1% as a result of deleting Section 5.10 of the MOU; 2% made in accord with Side Letter No. 3 PERS Cost-Sharing.

The employee payment under the provisions of subsection 5.104 may be made each year using the IRC 414(h)(2) provision.

City: [Signature]

Date: 6-14-12

AMP: [Signature]

6-15-12
Section 5. Retirement

For members hired on or after July 1, 2012 or as soon thereafter as practicable, the City will contract with PERS to provide the "two percent (2.0%) at age 60" retirement plan as specified in Government Code Section 21353, with a three-year average on final compensation as provided by Government Code Section 20037.
Section 5. Retirement:

5.8 Effective December 1, 2003 the City will contract with PERS for the 2.5% @ 55 retirement benefit under Government Code Section 21354.4. The City of Napa will contact Napa County and PERS and support the possibility of transferring the PERS assets for Dispatch Manager from the PERS Napa County account to the PERS City account for the years that the Dispatch Manager was in County service. This section is subject to legal capabilities. The City will support State legislation if necessary to effect such a change. AMP is to be an active participant in lobbying Napa County, PERS and the State legislature.

City:
Mary Was
Date: 6-14-12

AMP:
Cindy Bannish
6-15-12
City of Napa Proposal

Distributed at the Bargaining Table on
March 19, 2012
March 26, 2012
June 12, 2012

Section 6. Reopener

6.2 During the term of this MOU, in the event that a newly created or reclassification of an existing NCEA position result in a decrease of the existing pay differential between the NCEA position and an AMP position, a review of the internal salary relationship between the NCEA position and the AMP position will be undertaken. The basis of claiming compression or compaction will include an assessment of whether or not differentials of less than 10% resulted from the new or reclassified NCEA position. This analysis will be limited to an assessment of the internal relationship between these classes and will not include or reflect data from an outside external market survey.

6.2 During the term of this MOU (January 1, 2003 through February 28, 2011) and in the event a reclassification of a position in the class of Programmer Analyst results in the creation of a higher level class, a review of the internal salary relationship between this resulting new higher level class and the Systems Administrator class will be undertaken. The analysis of the Systems

For purposes of calculating said differentials, the following formula will be used:

1. Compute the difference between the AMP class top step salary and NCEA class top step salary.
2. Divide by NCEA class top step salary.
3. The resulting figure reflects the percentage relationship between the two classes (i.e., .1524 = 15.24%)

6.3 During the term of this MOU and in the event that a reclassification of a position in the class of Programmer Analyst results in the creation of a higher level class, a review of the internal salary relationship between this resulting new higher level class and the Systems Administrator class will be undertaken. The analysis of the Systems
Administrator salary will be limited to an assessment of the internal relationship between these classes and will not include or reflect data from an outside external market survey.

6.4 The City will contact Napa County and PERS and support the possibility of transferring the PERS assets for Dispatch Manager from the PERS Napa County account to the PERS City account for the years that the Dispatch Manager was in County service. This section is subject to legal capabilities. The City will support State legislation if necessary to effect such a change. AMP shall be an active participant in lobbying Napa County, PERS and the State legislature.

City: Nancy Weiss
Date: 6-14-12

AMP: Cindy Baumhark
Date: 6-15-12
AMP PROPOSAL – DISTRIBUTED 6-14-2012

Distributed at the Bargaining Table on
June 14, 2012, as verbally agreed on June 11, 2012

Section 8. Vacation

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. Bargaining unit members with maximum accrued vacation hours and who receive City Manager Department Head approval, may cash out annually up to 80 hours of vacation.
City of Napa Proposal

Distributed at the Bargaining Table on
✓ March 26, 2012

Section 15. Holidays

15.1 The recognized holidays for all bargaining unit members shall be:

- Martin Luther King's Birthday
- Presidents Day
- New Year's Day
- Memorial Day
- Independence Day
- Floating Holiday
- Columbus Day
- Veterans Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving

Twelve O'clock noon to closing hour the last working day before Christmas Day.

Christmas Day
Employee's Birthday

and observed with the following provisions:

(1) When a holiday falls on Sunday, the following Monday shall be observed.

(2) When a holiday falls on Saturday, the preceding Friday shall be observed.

(3) When an employee's regular day off falls on the regular day granted as a holiday, another day between the holiday and the end of the year shall be granted on an individual basis. Department Managers shall have the authority to schedule such "floating" days according to the needs of the service and the wishes of the employee in that order.

(4) The holiday of twelve o'clock noon to closing hour the last working day before Christmas shall not be recognized when Christmas falls on Saturday, Sunday or Monday.
(5) The employee Birthday Holiday may be taken at a time mutually agreeable between the employee and the employee's Department Manager at any time during the calendar year consistent with the provisions for a floating holiday noted below in #6.

(6) Effective January 1, 1995, the Admission Day Holiday is omitted, and in its place the bargaining unit members will be entitled to a Floating Holiday, scheduled by mutual agreement between the employee and the Department Manager. The Floating Holiday must be used as a day off with pay, and employees will not be granted a day's pay in lieu of time off. Floating Holidays may not be carried over into a succeeding calendar year.

(7) A holiday is defined as eight hours. Employees on an alternative work schedule whose regular scheduled working hours on the date of a holiday exceed eight hours; will take accrued paid leave for the remainder of their shift.

City: Nancy Hodges 6-14-12

Amp: Cindy Bannister 6-15-12
Delete in its entirety, Section 17

Section 17. Residency

Within a reasonable period of time from the date of appointment, as established by the City at the time of hire, bargaining unit members appointed to the positions listed below shall be required to establish a bona fide residence which is located within forty-five (45) minutes driving time, under normal driving conditions, from City Hall:

- Accounting & Audit Supervisor
- Assistant Public Works Director
- Chief Building Official
- Senior Civil Engineer
- Finance Manager
- Information Technology Manager
- Deputy City Clerk
- Communications Manager
- Fleet Manager
- Parke Superintendent
- Assistant Planning Director
- Recreation Superintendent
- Recreation Supervisor
- Revenue Supervisor
- Streets and Electrical Manager
- Water Division General Manager
- Water Operations Supervisor
- Water Systems Maintenance Supervisor

Positions not listed above shall not be subject to a residency requirement.

As new job classifications or positions are added to the bargaining unit, the residency requirement for each (if any) shall become part of this bargaining unit's Memorandum of Understanding.

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

Any permanent employee who is a member of the bargaining unit as of July 1, 1997, and who is not in compliance with the above requirements as of that date, shall not be required to come into compliance unless the bargaining unit member changes residence, at which time compliance will be required. All bargaining unit members hired on or after July 1, 1997 shall be subject to these requirements.

All bargaining unit members shall be required to maintain a current statement of residence in the Personnel and Finance Departments.

City

Date: 6/14/12

AMP

Cindy Baun

6-15-12
NEW MOU SECTION

Section XX. 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.

City: 

Mary Weber

Date: 6-14-12

AMP

Cindy Bamart

6-15-12
City of Napa Proposal

Distributed at the Bargaining Table on
March 26, 2012

(new) Bilingual Pay

1. The City shall designate assignments within each department or work location eligible to receive Bilingual Pay. AMP may request additional positions be identified within departments or work locations. In addition, certain positions may require bilingual skills as a minimum qualification. Employees in such positions who are certified bilingual shall receive additional compensation as Bilingual Pay.

2. Certification and Eligibility. A request to be certified bilingual must be approved by the Department Director and the City Manager. The Human Resources Director shall schedule employee(s) for a bilingual proficiency examination as needed, but not more than once per quarter. The examination may be written or oral, depending on the need identified by the Department Director, and shall be administered by a trained bilingual professional designated by the Human Resources Director.

Upon successful completion of a bilingual proficiency examination, an employee shall be certified as having bilingual skills, and if he or she occupies a designated assignment, will receive Bilingual Pay effective the beginning of the pay period following certification. If more employees are certified bilingual than the number of designated assignments within a department or work location, employees will be assigned by seniority.

3. Use of Bilingual Skills. An employee certified bilingual and occupying a designated bilingual assignment or position may be required to interpret or translate for departments or work locations he or she is not regularly assigned to, provided the requesting department has obtained approval from the bilingual employee’s manager. An employee certified bilingual and receiving Bilingual Pay may not refuse to interpret or translate. Except in the event of an emergency, a bilingual employee who is not certified bilingual shall not be required to interpret or translate.

4. Bilingual Pay. An employee certified bilingual will receive as additional compensation, 3.5% of the employee’s regular base salary for oral only skills and 4.0% of the employee’s regular base salary for oral and written skills.

5. Termination of Bilingual Pay. An employee certified bilingual and receiving Bilingual Pay who transfers, promotes, is reassigned or is otherwise moved to an assignment or work location not designated as eligible for Bilingual Pay shall no longer receive Bilingual Pay. The City may also suspend Bilingual Pay when any of the following occurs:
a. The employee is placed on extended leave, other than when required under State or Federal law.
b. The employee voluntarily requests to have the Bilingual Pay discontinued.
c. The employee is unable to meet the needs of the department or work location as determined by the City Manager.

6. Bilingual Pay is defined as compensation earnable to employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English.

   City:       AMP
   Verna Weiss  Cindy Baugh

   Date 6-14-12  6-15-12
NEW MOU SECTION

Section XX. Safety Shoe Allowance

The City will provide an annual allowance of up to one hundred ninety dollars ($190) to eligible employees. Eligibility will be based on job classification and duties, the employee’s normal regular working environment, and will be at the discretion of the Department Head.

New employees will receive an advance initial allowance of one hundred forty dollars ($140.00). The following March 1, the annual allowance will be prorated (reduced by 1/12 for each calendar month less than a full year since the employee’s hire date).

The safety shoe allowance will be paid annually during the pay period that contains March 1st. Since verification that the allowance was used for a work related purpose is not required, the allowance is considered taxable earnings and will be subject to withholding when provided.

City:  

Mary Weiss  

Date 6-14-12  

AMP  

Cindy Baumert  

6-15-12
NEW MOU SECTION

Section xx. City Closure Days

In consideration for concessions agreed to in this MOU, in each calendar year of the MOU the City will close for business for four (4) days (Closure Days), and bargaining unit members will receive 32 hours of paid time off. The Closure Days will be as follows:

2012: December 26, 27, 28 and 31
2013: December 26, 27, 30 and 31

With the exception of employees who work in a 24-hour operation or if there are operational issues which require employees to work on Closure Days, bargaining unit members will be required to take Closure Days as days off. In the event an employee is called in to work on a day he or she is using Closure Days paid time off, the unused closure day hours will be rescheduled to a day that is mutually agreeable to the employee and supervisor.

Employees who (1) work in a 24-hour operation, or (2) are required to work on one or more Closure Days, or (3) are on an alternate work schedule (AWS), such as a 9-80 schedule, whose work schedule conflicts with a Closure Day (i.e., the Closure Day falls on an employee’s regular day off) – to the extent that they are unable to take 32 hours of paid time off during the Closure Days, will be provided paid leave hours (up to a total of 32 hours of paid time off) during each calendar year of the MOU.

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

City

Mary Weiss

Date 6-14-12

AMP

Cindy Baumert

6-15-12
DATE: June 13, 2012

TO: AMP Representatives
    City of Napa Negotiation Team Members

FROM: Nicole Bilich, Personnel Director/ Civil Service Manager

SUBJECT: Engineering Series Review

It has come to my attention that there is some concern with the possible impact of classifications within the Engineering Series. My understanding is that there may be some questions about salaries and position hierarchy within the Engineering series. This memo acknowledges the request to review this series and outlines below the process and timeline that may be anticipated.

- Review of salary and duties of all positions within the Engineering series (to begin in late June)
- Recommended changes, if any, to impacted unions (upon the conclusion of the review)
- Recommended changes, if any, to the Civil Service Commission (after any discussions with impacted unions)
- Recommended changes in salary, if any, to City Council for approval (after any action by the Civil Service Commission)
Section 13. Acting Pay and Out of Class Pay

13.1 Acting Pay. An employee temporarily assigned 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. An employee must meet the minimum qualifications of the higher classification.

a. 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 employee's regular base salary or a step of the higher classification, whichever is higher, not to exceed the top step of the higher classification.

b. An acting assignment shall be limited to a term of six months. An extension of an acting assignment must be approved by the Human Resources Director.

13.2 Out of Class Pay. An employee who either (1) is temporarily assigned to perform additional duties outside the scope of the job specification of the employee’s regular classification, in addition to the employee’s regular job duties, or (2) is temporarily assigned to perform the full range of duties of a higher classification but who does not meet the minimum qualifications of the higher classification, will receive Out of Class Pay at a rate of at least five percent (5%) above the employee’s regular base salary. An Out of Class assignment must be approved by the City Manager.

a. An out of class assignment shall be limited to a term of six months. An extension of an existing out of class assignment must be mutually approved by the employee, the Department Head and the Human Resources Director.

13.3 Acting Pay and Out of Class Pay are defined as Temporary Upgrade Pay, which is compensation earnable to employees who are required by the City to work in an upgraded position or classification of limited duration.
consecutive calendar days of such assignment. If a period of six (6) months has not elapsed since a previous assignment to the same higher classification, the higher compensation shall begin immediately. The provision of compensation just described, except for exempt employees, shall apply only if the position is unoccupied due to an unscheduled emergency absence, during periods a position is vacant, or other approved absence excluding vacation leave, management leave and holidays. Compensation for acting in a higher classification due to an absence not defined in the foregoing shall be determined by a majority vote of a board comprised of the City Manager, Personnel Director, President and Vice-President of the appropriate certified employee organization and the public member of the Civil Service Commission.

City
Nancy Weiss
Date 6-14-12

AMP:      Cindy Barish
          6-15-12
Section 19. "Without Pay" Practices

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

19.1 A leave of absence without pay for between five (5) and up to thirty (30) calendar days may be granted by the Appointing Authority City Manager upon thirty (30) days' advance written request of an employee and recommendation by the Department Manager. The requirement for thirty (30) days' advance written request may be waived in emergency situations at the discretion of the City Manager. Denial of such request is a management prerogative, and is non-grievable. Such leave may be extended up to one (1) year by action of the City Council.

19.2 No benefits are accrued while on "without pay" status; but when an employee resumes work, their employee benefits (i.e. the City cost of providing health and welfare, insurances, vacation, sick leave, holidays, etc.) shall accrue, and, if resuming work on a part time basis, shall be prorated on an hour-for-hour basis.

19.3 No benefits shall be paid by the employer for the period of time while a person is on "without pay" status (health insurance, life insurance, dental insurance, holiday, etc.).

19.4 An employee on "without pay" status shall compensate the City of Napa on a pro rata basis for any prepaid benefits (health insurance, life insurance, dental insurance, etc.).

19.5 No "without pay" shall be authorized to persons with probationary status unless recommended by the Department Manager and approved by the City Manager, it being understood that the probationary period shall be automatically extended by the number of days of absence.

19.6 "Without pay" shall be charged on an hour-for-hour basis.

19.7 If the "without pay" status includes or precedes a holiday, the employee will not receive pay for the holiday.

City: Nancy Weiss
Date 6-14-12

AMP: Cindy Bannick
6-15-12
Section 10. Bereavement Leave

In the event of a death in the immediate family of an employee, the employee 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 per occurrence. Such bereavement leave shall not be deducted from any accrued leaves including vacation, management leave, and/or sick leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, registered domestic partner, child, grandparents, grandchildren, "mother-in-law or father-in-law" and stepchildren where there is a child-rearing relationship. At the request of the City, the employee will furnish a death certificate or newspaper announcement and proof of relationship. This provision is in lieu of Civil Service Rule B, Part A, 3(e) — "Approved Sick Leave".

For the City:

[Signature]
6-11-12

For AMP:

[Signature]
6-11-12
Section 28. Fiscal Emergency

After all other General Fund (non-restricted) and discretionary reserve contingency funds are exhausted and it becomes necessary for the City to use funds from its Emergency Reserves \(\text{as defined by City fiscal policy adopted in Fiscal Year Budget 2011-2013, which is 12\% of the General Fund budgeted operating expenditures)}\) for non-emergency, operational purposes, or in the event of an unanticipated event causing a fiscal crisis, the City shall have the right to re-open the MOU for the purpose of negotiating the effects of a fiscal emergency, after first conducting a public hearing and declaring thereafter that a fiscal emergency exists in the City of Napa.
City of Napa Counter Proposal

Distributed at the Bargaining Table on June 11, 2012

(NeW) Advancement Within Flexibly-Staffed Classifications

Flexibly-staffed classifications are those so defined by adopted class specifications. Advancement from one level of a flexibly-staffed classification to the next level of a flexibly-staffed classification (e.g., from Management Analyst I to Management Analyst II), may occur when a position is authorized at the higher level, but filled at the lower level, and there is a Departmental need. At such time, upon the request of either the Department Head or the employee, incumbents may advance to the higher level upon attainment of the required training, education, and/or experience, and has demonstrated proficiency in the employee’s area of assignment. The requirements for advancement within a flexibly-staffed series are those established by the adopted class specification.

Upon such advancement, the employee’s salary will be adjusted to a salary step that provides at least a 5% increase above the employee’s current salary, not to exceed the top step of the higher classification.

In the event an employee request for advancement to the higher level classification is denied, the Department Head will provide the employee with a written response within thirty calendar days, which shall include the reasons for the denial and a list of the training, education, experience, and/or proficiencies which must be attained in order to advance.
### Active Medical and Dental Rate Summary

<table>
<thead>
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<th>AMP only - FY 12-13</th>
<th>Monthly</th>
<th>Bi-Weekly</th>
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</thead>
<tbody>
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<td><strong>Medical</strong></td>
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<tr>
<td><strong>Kaiser</strong></td>
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<td></td>
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<tr>
<td>Subscriber Only</td>
<td>FY 12/13 rate</td>
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<tr>
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</tr>
<tr>
<td></td>
<td>$ 1,545.85</td>
<td>100%</td>
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<td><strong>Kaiser - POS</strong></td>
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</tr>
<tr>
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**Health in Lieu** - flat amount of $541.08 per month or $270.54 per pay period (24 times per year)