

SIDE LETTER AGREEMENT NO. 4

TO AGREEMENT NO. 6710A

BETWEEN

ADMINISTRATIVE, MANAGERIAL AND PROFESSIONAL EMPLOYEES

AND

CITY OF NAPA

**2004-05 Benchmark Survey**

1. The City of Napa ("City") and the Administrative, Managerial and Professional Employees ("AMP") are parties to a Memorandum of Understanding ("MOU") with a term of January 1, 2003 through February 28, 2011. The parties are committed to maintaining cooperative labor relations, including discussions over matters outside of the MOU, now and in the future.
2. Section 3.1 and 3.3 of the AMP MOU establishes the methodology for the Benchmark Survey (Attached). The parties have developed additional understandings with regard to the implementation of and conduct of the Benchmark Survey for 2004-05.
3. The parties have produced a revised "Attachment A," which identifies the appropriate benchmark classifications and corresponding linkages between other classifications and the "benchmarks." The revised Attachment A shall replace the existing Attachment A to the MOU and shall be the basis for the 2008 Benchmark survey unless the parties mutually agree to changes.
4. For the 2004-05 survey, the parties have agreed to cap increases for all classifications up to 8% below the market median at 5%, with increases effective March 1, 2005. However, those classifications more than eight percent (8%) below the survey median shall receive an additional increase to address their distance more than eight percent (8%) below median effective January 1, 2006. Survey results are reflected in Table 1. The following summarizes the increases:
  - a. Classifications at or above the market median will receive no increase;
  - b. Classifications less than 5% below median will receive whatever increase is necessary to bring them to market median, effective March 1, 2005;
  - c. Classifications more than 5% below median but less than 8% below median will receive a 5% increase effective March 1, 2005, with any overage available for rollover pursuant to Sideletter No. 2;
  - d. Classifications more than 8% below median will receive the full increase up to the 5% cap effective March 1, 2005 and any additional increase above 8% effective January 1, 2006. The remaining three percent (3%) of the increase (i.e., the difference between 5% and 8%) will be available for rollover pursuant to Sideletter No. 2. [**For example**, the Assistant Public Works Director is 11.1% below the Market Median. That classification will receive a total increase of 8.1% (11.1%-3%). The first 5% of the increase will be effective March 1, 2005. The remaining 3.1% of that increase will be effective January 1, 2006.]

5. Notwithstanding Paragraph 4, to address the classification's significant distance from Market, the parties agree that the Water Distribution Maintenance Supervisor shall receive a 15.8% increase effective March 1, 2005 and a 4.5% increase effective January 1, 2006. The remaining three percent (3%) of the increase will be available for rollover pursuant to Sideletter No. 2.
6. All retroactive increases shall be applied to salary earned between March 1, 2005 and the date retroactive payment is made. For employees who separated from service, all retroactive increases shall be applied to salary earned between March 1, 2005 and the date of separation. In addition, any increase retroactive to March 1, 2005 shall apply to vacation and management leave cashed out during the period between March 1, 2005 and either the date the retroactive payment is made or the date the employee separated from service.
7. The parties agree that, for the 2004-05 survey, the parties reduced the surveyed salaries for all classifications in the City of Newark by \$962.62. The \$962.62 figure was intended to take into account the fact that the City of Newark quoted salary amounts include a component for employee health and welfare benefits. This amount reflects the following components of the City of Napa's Health and Welfare contribution based on the City of Napa cost for the Kaiser Family plan:
 

a. Health	\$ 863.49
b. Dental	\$ 87.13
c. Life Ins.	<u>\$ 12.00</u>
d. Total	\$ 962.62
8. The Parties also agreed to replace the Associate Planner classification with the Senior Planner classification as a benchmark classification. The internal differential between Associate Planner and Senior Planner was maintained, with Associate Planner set to 11.86% below Senior Planner.
9. Per the MOU, the parties have discussed the data to be used for salary adjustments for those positions with fewer than five (5) comparables in the market. For purposes of implementing the 2005 Benchmark Survey, the parties have agreed to survey results for specific classifications with less than five (5) matches as follows.
  - a. Although the Communications Manager Classification had only three (3) matches, those matches were very strong and the resulting survey median was appropriate.
  - b. Although the Recreation Superintendent Classification had only four (4) matches, those matches were deemed sufficient to support the market median.
  - c. Although the Water Operations Supervisor Classification had only three (3) matches, those matches were very strong and the resulting survey median was appropriate. In addition, the parties relied on an internal tie between this class and the Water Distribution Systems Supervisor Classification to support the determination of median. That internal tie was consistent with the differential in the market.
  - d. Although the Water Distribution Systems Supervisor Classification had only four (4) matches, those matches were very strong and were consistent with changes in the classification's training and responsibility. Therefore, the resulting survey median was appropriate.
10. Because the Waste Reduction Recycling Coordinator had only three (3) matches and because the classification is being eliminated, the parties have agreed to tie that classification to the Management Analyst Classification.

11. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein; no party has made any promises, representations, understandings or warranties. The terms of this Agreement are contractual and not a mere recital.

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

CITY OF NAPA

By *Wendy J. Weiss*

Date: *Nov 4 2005*

AMP

By: *Charann L. Neu*

Charann L. Neu

AMP

Date: \_\_\_\_\_

ATTEST:

*Danae Weas*

City Clerk

COUNTERSIGNED:

*Jed Christensen*  
Finance Director

APPROVED AS TO FORM:

By *Cherie J. Bennett*  
City Attorney

**Table 1: March 2005 Survey Results**

Class Title	BENCHMARK SURVEY			
	(Amount behind market)	3/1/2005 Adjustment	1/1/2006 Adjustment	Carryover
Deputy City Clerk	6.3%	5.0%	0.0%	1.3%
Administrative Assistant	6.3%	5.0%	0.0%	1.3%
Management Analyst	6.3%	5.0%	0.0%	1.3%
Administrative Services Officer	6.3%	5.0%	0.0%	1.3%
Community Resources Administrator	6.3%	5.0%	0.0%	1.3%
Materials Diversion Administrator	6.3%	5.0%	0.0%	1.3%
Property Manager	6.3%	5.0%	0.0%	1.3%
Housing Programs Coordinator	11.8%	5.0%	3.8%	3.0%
Waste Reduction/Recycling Coordinator	6.3%	5.0%	0.0%	1.3%
Accountant	1.2%	1.2%	0.0%	0.0%
Revenue Supervisor	1.2%	1.2%	0.0%	0.0%
Accounting & Audit Supervisor	6.3%	5.0%	0.0%	1.3%
Finance Manager	2.1%	2.1%	0.0%	0.0%
GIS Coordinator	11.7%	5.0%	3.7%	3.0%
Systems Administrator	11.7%	5.0%	3.7%	3.0%
Information Technology Manager	6.4%	5.0%	0.0%	1.4%
Recreation Supervisor	6.2%	5.0%	0.0%	1.2%
Senior Center Supervisor	6.2%	5.0%	0.0%	1.2%
Recreation Superintendent	6.2%	5.0%	0.0%	1.2%
Junior Engineer	2.6%	2.6%	0.0%	0.0%
Assistant Engineer	2.6%	2.6%	0.0%	0.0%
Plan Check Engineer	2.6%	2.6%	0.0%	0.0%
Associate Civil Engineer	2.6%	2.6%	0.0%	0.0%
Senior Civil Engineer	1.8%	1.8%	0.0%	0.0%
Senior Traffic Engineer	1.8%	1.8%	0.0%	0.0%
Development Engineering Manager	1.8%	1.8%	0.0%	0.0%
Water Quality Analyst	4.1%	4.1%	0.0%	0.0%
Water Distribution System Supervisor	23.3%	15.8%	4.5%	3.0%
Water Operations Supervisor	12.5%	5.0%	4.5%	3.0%
General Manager - Water Division	11.1%	5.0%	3.1%	3.0%
Fleet Manager	5.5%	5.0%	0.0%	0.5%
Parks Superintendent	4.5%	4.5%	0.0%	0.0%
Street & Electrical Manager	5.5%	5.0%	0.0%	0.5%
Chief Building Official	0.9%	0.9%	0.0%	0.0%
Assistant Public Works Director	11.1%	5.0%	3.1%	3.0%
Associate Planner	2.1%	2.1%	0.0%	0.0%
Senior Planner	2.1%	2.1%	0.0%	0.0%
Planning Manager	2.1%	2.1%	0.0%	0.0%
Communications Manager	0.0%	0.0%	0.0%	0.0%
<u>Exempt Employees Tied to AMP Agreement</u>				
Deputy City Attorney	15.0%	5.0%	7.0%	3.0%
Redevelopment Project Coordinator	2.1%	2.1%	0.0%	0.0%
Redevelopment Analyst	6.3%	5.0%	0.0%	1.3%
Assistant to the City Manager	6.3%	5.0%	0.0%	1.3%

## Attachment A – Revised 2005

Class Title	Rationale
Deputy City Clerk	Same as Administrative Assistant
Administrative Assistant	10.61% below Mgmt. Analyst
Management Analyst	Market benchmark
Administrative Services Officer	17.57% above Mgmt. Analyst
Community Resources Administrator	Same as Administrative Services Officer
Materials Diversion Administrator	Same as Administrative Services Officer
Materials Diversion Analyst	Same as Management Analyst
Property Manager	10.67% above Management Analyst
Housing Programs Coordinator	Market benchmark
Accountant	Market benchmark
Revenue Supervisor	6.00% above Accountant
Accounting & Audit Supervisor	Same as Admin. Services Officer
Finance Manager	Market benchmark
GIS Coordinator	9.15% below Systems Administrator
Systems Administrator	Market benchmark
Information Technology Manager	Market benchmark
Recreation Supervisor	14.58% below Recreation Superintendent
Senior Center Supervisor	Same as Recreation Supervisor
Recreation Superintendent	Market benchmark
Junior Engineer	10% below Assistant Engineer
Assistant Engineer	11.24% below Associate Engineer
Plan Check Engineer	Same as Associate Engineer
Associate Civil Engineer	Market benchmark
Senior Civil Engineer	Market benchmark
Senior Traffic Engineer	Same as Senior Civil Engineer
Development Engineering Manager	10% above Senior Civil Engineer
Water Quality Analyst	Market benchmark
Water Distribution System Supervisor	Market benchmark
Water Operations Supervisor	Market benchmark
General Manager - Water Division	4.38% below Assistant Public Works Director
Fleet Manager	Market benchmark
Parks Superintendent	Market plus 5%
Street & Electrical Manager	15.06% above Fleet Manager
Chief Building Official	Market benchmark
Assistant Public Works Director	Market benchmark
Associate Planner	13.43% Below Senior Planner
Senior Planner	Market benchmark
Planning Manager	18.7% above Senior Planner
Communications Manager	Market Benchmark
<u>Exempt Employees Tied to AMP Agreement</u>	
Deputy City Attorney	Market Benchmark
Redevelopment Project Coordinator	10% below Sr. Planner
Redevelopment Analyst	Same as Management Analyst
Assistant to the City Manager	17.57% above Management Analyst