

SIDE LETTER AGREEMENT NO. 10

TO AGREEMENT NO. 6710-A

BETWEEN

THE CITY OF NAPA

AND

ADMINISTRATIVE, MANAGERIAL AND PROFESSIONAL EMPLOYEES

2011 BUDGET SAVINGS SIDE LETTER

1. The City of Napa (City) and the Administrative, Managerial and Professional Employees (AMP) are parties to an MOU with a term of January 1, 2003 through December 31, 2011. The parties are committed to maintaining cooperative labor relations, including discussions over matters outside of the MOU, now and in the future.
2. The parties agree to modify the MOU as described below. All terms and conditions set forth in the MOU which are not specifically modified by this Side Letter shall remain in full force and effect.

Contract Term

3. Section 2 of the MOU shall be modified as follows:

The term of this Memorandum of Understanding shall be January 1, 2003 through ~~December 31, 2011~~ June 30, 2012 and the parties commit to a shared goal to conclude successor MOU negotiations by March 31, 2012. 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, 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 supersede 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).

Retirement

4. Section 5 of the MOU shall be modified as follows:
 - 5.11 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%).

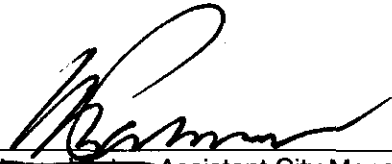
Effective the pay period that begins on July 9, 2011 through the pay period that ends July 6, 2012, AMP members will contribute an additional 1.92% of PERSable compensation to the City for FY 2011-12.

The employee payment under the provisions of Subsection 5.11 may be made each year using the IRC 414(h)(2).


Management Leave

5. Section 7 of the MOU shall be modified as follows:
- 7.1 Employees hired or promoted into AMP-represented positions will be granted management leave of eight (8), ten (10) or thirteen (13) days annually, as determined by the City. Cash out of this benefit is limited to fifty percent (50%) and the balance used during the fiscal year granted or forfeited.
- 7.2 Granted management leave of eight (8), ten (10) or thirteen (13) days will be re-examined when position is vacated or when an employee is promoted, demoted or transfers to a new position, at which time, the management leave could be reduced or increased depending upon assigned duties and responsibilities.
- 7.3 The City Manager is authorized to allocate up to two (2) days additional management leave to employees authorized to receive management leave, if they have worked above and beyond what would be considered normal work requirements during an emergency event. The employee has the option of taking the additional management leave in time off or in the form of pay.
- 7.4 Effective July 1, 2011, in exchange for the 1.92% contribution, the City will grant an equivalent of 40 hours (5 days) of management leave to be taken during FY 2011-12. Employees would be required to schedule their management leave days throughout the fiscal year, in days agreed-to between the employees and their supervisors and which may be in conjunction with holiday weekends. Further, supervisors will work with employees and will not unreasonably deny requests for these additional leave days. These additional management leave days may not be cashed out and if not taken by June 30, 2012 would be forfeited.

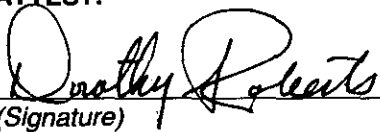
Dated: June 19, 2011

By: 
Nancy Weiss, Assistant City Manager
City of Napa

Dated: June 20, 2011

By: 
Cindy Bannister, President
Administrative, Managerial and Professional
Employees

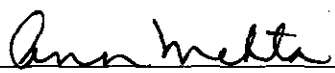
ATTEST:



(Signature)

DOROTHY ROBERTS, City Clerk


COUNTERSIGNED:



(Signature)

ANN MEHTA, City Auditor

APPROVED AS TO FORM:



(Signature)

MICHAEL W. BARRETT, City Attorney