AMENDMENT NO. 1
TO AGREEMENT NO. C2015 276
BETWEEN
THE CITY OF NAPA
AND
THE NAPA CITY FIREFIGHTERS' ASSOCIATION

1. The City of Napa (City) and the Napa City Firefighters' Association (NCFA) are parties to an MOU with a term of July 1, 2015 through June 30, 2017. 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 have met and conferred in good faith over the elimination of the 40-hour Training Officer Captain (TO Captain) position and establishment of the 40-hour Administrative Battalion Chief (Admin BC) position beginning January of 2016. The City has provided all relevant information as part of this meet and confer and there are no outstanding information requests.

3. As a result of meeting and conferring, the parties have reached agreement on the following terms, including modifications to the MOU as described below. All terms and conditions set forth in the MOU which are not specifically modified by this Amendment shall remain in full force and effect.

Administrative Battalion Chief

4. The Napa Fire Department (Department) may fill the 40-Hour Admin BC position effective January, 2016.

5. The parties will utilize the temporary reinstatement of TO Captain Position (set forth below) to re-evaluate the structure of the training assignment, including the involvement of shift Battalion Chiefs in the training process.

Training Officer Captain

6. The Department will temporarily re-instate the TO Captain position as part of an eighteen-month Pilot Program, beginning approximately January, 2016.
   - The TO Captain Position will be a Temporary Assignment filled by a regular Captain.
   - The appointment may be terminated by either party or in the event the Pilot Program expires/terminates as set forth below.

7. The TO Captain Temporary Assignment will create a vacancy in a Shift Captain position which will be filled by a Firefighter or Firefighter/Paramedic (FF or FF/PM) on an Interim Assignment
   - The Interim Assignment will be for a period of six (6) months and the Department will rotate the 3 candidates on the Captains Promotional List (as it existed on December 14, 2015 subject to any promotions from that list) into the Interim Assignment.
   - The Parties understand and agree that the Captain's Promotional List will expire in April 2016. NCFA's agreement on this point does not prevent any individual member from exercising their individual rights (i.e., expressing their individual positions) before the Civil Service Commission. However, NCFA as an organization will not oppose expiration of the list.

8. The TO Captain position will be funded through the underfill of a FF or FF/PM position. The parties estimate that the FF or FF/PM vacancy will be sufficient to fund the TO Captain position for eighteen (18) months. However, the parties agree to continue monitoring the cost of this program to ensure that funding is sufficient.
9. The parties understand that 40-hour Assignments (Training Officer) will be required to perform additional backfill during their regular workday at the sole discretion of the department (e.g., backfill behind shift captain and BC absences during the day). This may include breaking up a 24 OT and assigning a portion of it to the Training Officer. However, once overtime is assigned, it will not be broken up.

10. The parties agree that forty-hour assignments, including the TO Captain position will continue to receive the premium 40 hour assignment pay set forth in MOU Section 3.7. However, all bargaining unit members will be required to work holidays that fall on their regularly scheduled work day. Sections 14 and 15 of the MOU are hereby amended by deleting the entirety of the former Section and replacing it with the text as set forth below:

Section 14. Holidays
The following listed holidays shall be recognized, entitling members to “Holiday Pay” as provided in Section 15 hereafter:

- New Year’s Day
- Martin Luther King Jr’s Birthday
- Veterans’ Day
- Thanksgiving Day
- Washington’s Birthday
- Day After Thanksgiving
- Lincoln’s Birthday
- Christmas Eve Day
- Memorial Day
- Christmas Day
- Independence Day
- Labor Day
- Columbus Day
- Admissions Day

The Department will remain open for business on all holidays, and members assigned to a fifty-six (56) or a forty (40) hour work week are required to work on those days.

Section 15. Holiday Pay
All bargaining unit members are expected to work on holidays which fall on their regularly scheduled work days. Members assigned to a fifty-six (56) hour work week will continue to receive holiday pay at the rate of eight (8) hours pay for each of the above designated holidays. Said eight (8) hours shall be paid on the pay check covering the period in which the holiday occurs and at a rate adjusted to reflect the rate for members assigned to a forty (40) hour work week.

Members assigned to a forty (40) hour work week do not receive holiday pay but will continue to receive special assignment pay per Section 3.7.

11. Based on the Agreement with NCFO, the parties agree to modify Section 3.7 of the MOU to provide that if holidays are not worked then the 40-Hour assignment pay will be 2 percent (2.0%) of the members’ base monthly salary. Prior to December 1st of each calendar year, members receiving 40 hour assignment pay must indicate in writing if they elect to work holidays. Such election shall remain in effect for the entire calendar year. Section 3.7 of the MOU is hereby amended by deleting the entirety of the former section and replacing it with the text as set forth below:

Section 3.7 40 Hour Assignments

The City agrees to continue to provide 40-hour assignment pay to members assigned to a 40-hour work week to perform their duties. This pay also applies to long-term assignments of at least
ninety (90) days; however, the pay is limited to the term of such assignment. This pay does not apply to members who are placed on light duty.

Members qualifying for 40-hour assignment pay who are scheduled to work on the Holidays listed in Section 14 will receive seven percent (7.0%) of the member's base monthly salary as 40-hour assignment pay. Members qualifying for 40-hour assignment pay who are NOT scheduled to work on the Holidays listed in Section 14 will receive two percent (2.0%) of the member's base monthly salary as 40-hour assignment pay.

Members qualifying for 40-hour assignment will be scheduled to work holidays unless they elect, in writing, to have holidays off. Such election must be made prior to December 1st of the calendar year preceding the effective date (i.e., elections will be effective the following January 1). Such election shall remain in effect for the entire calendar year.

Pilot Program

12. The Parties understand and agree that the temporary reinstatement of the TO Captain position is a Pilot Program intended to explore the benefits of maintaining both TO Captain and Admin BC and to streamline transition of training to the Shift Battalion Chiefs and maintain continuity/standardization of training during that transition.

   
   o The Pilot Program will expire eighteen (18) months after establishment (no later than the pay period including June 30, 2017), unless extended by mutual agreement. If the Parties desire to extend program, the Parties will work cooperatively to establish permanent funding for the TO Captain position.
   
   o The Pilot Program may be terminated prior to June 30, 2017 by either party with thirty (30) days' written notice to the other:
     ▪ If the City terminates the Pilot Program prior to June 30, 2017 based on the lack of sufficient funding, the parties agree to meet and confer over impacts identified by NCFA in the current negotiations (Attachment A), only.
     ▪ If either party terminates the Pilot Program prior to June 30, 2017 based on reasons other than lack of sufficient funding, the parties agree to meet and confer over impacts identified by NCFA in the current negotiations (Attachment A) and other impacts which the parties may identify.
     ▪ Unless extended by mutual agreement, the Pilot Program will terminate thirty calendar days after either party provides written notice of termination, even if parties have not completed the meet and confer process.
   
   o The Parties will discuss the Pilot Program monthly at Labor Management Committee.

Other Items:

14. NCFA agrees that the meet and confer process and this agreement resolve the issues identified in PERB Unfair Practice Charge No. SF-CE-1332-M and agrees to withdraw that charge with prejudice within five (5) days after adoption of this Amendment by the City Council.

15. The parties understand that shift bidding during the transition period may be delayed by a few weeks to allow for additional bidding due to the impact of promotions.
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Between the City of Napa and NCFA
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Dated: April 15, 2016

By: Nancy Weiss, Assistant City Manager
    City of Napa

By: [Signature]
    Napa City Firefighters' Association

DOROTHY ROBERTS, City Clerk

(Signature)

(Signature)

(Signature)

(Signature)

Michael W. Barrett, City Attorney

COUNTERSIGNED:

SASHA PAYASLIAN, Deputy City Auditor

APPROVED AS TO FORM:
IDENTIFIED IMPACTS:

1. Training delivery, Safety impacts, how are junior people getting training. Life or death, we have an influx of new people.
2. Continuity of training, the quality and volume of training will slip.
3. The loss of overtime impact with the new BC taking overtime form acting captain.
4. Discipline because higher ranks will be implementing training.
5. Policy changes are you going to make to ensure standardization of training?