

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN AND FOR  
THE CITY OF NAPA**

**AND**

**NAPA POLICE OFFICERS' ASSOCIATION  
FOR**

**JULY 1, 2010 THROUGH JUNE 30, 2012**

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MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY OF NAPA

And

NAPA POLICE OFFICERS' ASSOCIATION

July 1, 2010 through June 30, 2012

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.), the City Charter of the City of Napa, and applicable ordinances and resolutions of the City of Napa, by and between the City of Napa (City) and the Napa Police Officers' Association (NPOA). As a result of meet and confer sessions, the City and NPOA have agreed to the following:

Section 1. Recognition

The City recognizes NPOA as the certified employee organization representing the following classes of employees: Police Officer and Police Sergeant.

Section 2. Term

The term of this MOU shall be July 1, 2010 through June 30, 2012.

Section 3. Salary

- 3.1 During the term of the MOU no cost-of-living adjustments shall be made.
- 3.2 It is City's intent to maintain salaries and benefits at a level that attracts and retains quality employees, and the parties agree that surveys of the salaries and benefits of police officers and sergeants performing comparable work for comparable agencies provide information useful in ensuring that the City continues to meet this goal. Any surveys performed by the parties will be informational only and will be used to inform future salary negotiations to keep salaries and benefits competitive. Historically, the survey universe included the following cities: Fairfield, Hayward, Livermore-Pleasanton, Newark, Petaluma, Richmond, Santa Rosa, Vacaville, and Vallejo. The parties will meet and discuss survey agencies and parameters in February of 2012.
- 3.3 Salary tables are attached in Exhibit A. The term of the "A" step shall be six (6) months. The term of the remaining steps shall be one (1) year.

Section 4. Shift Differential

4.1 Shift differential shall be paid for hours worked on swing shift and grave shift, as set forth below in Section 4.2. For the purpose of receiving shift differential, the definition of shifts shall be:

- Swing shift: Any shift that starts between 1100 and 1759 hours
- Grave shift: Any shift that starts between 1800 and 0359 hours

If a PTO's regularly assigned hours are adjusted for training of new officers, they shall maintain their current shift differential (if any).

4.2 Effective October 1, 2010 through June 30, 2011, shift differential pay shall be paid as follows:

- Swing shift: Three percent (3.0%) of monthly base salary
- Grave shift: Seven percent (7.0%) of monthly base salary

Effective July 1, 2011, shift differential pay shall be paid as follows:

- Swing shift: Three percent (3.0%) of monthly base salary
- Grave shift: Six percent (6.0%) of monthly base salary

Section 5. Shift Changes

City agrees to post changes in shift at least thirty (30) days in advance, except in emergencies. This Section shall not be utilized to avoid the payment of overtime or call back premiums or to prohibit schedule changes necessary for training purposes.

Section 6. Specialty Pay

6.1 Bilingual Pay: The City agrees to administer a bilingual (Spanish) proficiency examination and to certify members who pass the proficiency examination. There shall be no limit to the number of positions designated to receive Bilingual Pay. The Police Chief may require that an officer be recertified once every three (3) years.

Certified bilingual members will receive a bilingual pay differential of three-and-one-half percent (3.5%) of Top Step Police Officer monthly base salary.

6.2 Acting Sergeant Assignments: Members formerly designated as PTO/Acting Sergeants shall remain as Acting Sergeants for the duration of the assignment. The Police Chief may designate Acting Sergeants in accordance with department policy. Once assigned, members will not be removed from such assignments except for cause or as prescribed by department policy. The selection process and tenure for Acting Sergeant assignments shall be in accordance with the department's Specialty and Ancillary Assignment Policy (General Order 1004).

6.2.1 Members assigned will perform the duties of Sergeant when directed to do so by the Police Chief or his/her designee, in accordance with department policy. Members assigned as

Acting Sergeant shall receive additional compensation in the amount of four percent (4%) of their monthly base salary for the duration of the assignment.

6.2.2 In the event an Acting Sergeant is not available to act in the Sergeant's place, the Police Chief may make a temporary appointment to a Provisional Acting Sergeant assignment, only until the Acting Sergeant is again available. Members appointed to a Provisional Acting Sergeant assignment shall receive additional compensation in the amount of four percent (4%) of their monthly base salary for actual hours worked in the assignment.

6.3 Police Training Officer (PTO) Assignments. Members assigned will perform the duties of a PTO when directed to do so by the Police Chief or his/her designee, in accordance with department policy. The selection process and tenure for PTO assignments shall be in accordance with General Order 1004.

6.3.1 Members assigned as a PTO shall receive additional compensation in the amount of four percent (4%) of their monthly base salary for the hours a trainee is assigned to the PTO.

6.3.2 An Acting Sergeant who is qualified to serve as a PTO may be assigned PTO duties at the Police Chief's discretion. An Acting Sergeant who is assigned PTO duties shall not receive both Acting Sergeant pay and PTO pay at the same time. When an Acting Sergeant is assigned to PTO duties, a Provisional Acting Sergeant shall be assigned.

6.4 Other Specialty Assignments. Members assigned to the specialty assignments listed in General Order 1004 will perform the duties assigned by the Police Chief or his/her designee, in accordance with General Order 1004. Members assigned to the specialty assignments on a full time basis (requires Personnel Action Form) shall receive additional compensation in the amount of three-and-one-half percent (3.5%) of their monthly base salary for the duration of the assignment. Specialty Pay for these assignments is not cumulative.

6.5 Ancillary Pay. Members assigned to the ancillary assignments listed in General Order 1004 will perform the duties assigned by the Police Chief or his/her designee, in accordance with General Order 1004. Members assigned to ancillary assignments on a full time basis (requires Personnel Action Form) shall receive additional compensation in the amounts listed below, for the duration of the assignment. A member may work more than one ancillary assignment at a time. In no case shall ancillary pay exceed three-and-three-quarters' percent (3.75%), irrespective of the number of assignments worked by any member.

SWAT/Hostage Negotiations	3.5% of current monthly base salary
Crime Scene Specialist	1.75% of current monthly base salary
Traffic Accident Reconstruction Specialist	1.75% of current monthly base salary
Range Master	1.75% of current monthly base salary
Ancillary Coordinator	2.0% of current monthly base salary

6.6 Transfers to and from specialty assignments shall be posted at least thirty (30) days in advance of the effective date, unless waived by the affected member(s).

6.7 Court Pay. A member subpoenaed to testify in court regarding City business during the member's regularly scheduled off duty hours, shall be compensated at the overtime rate from the time of the subpoena or the time otherwise directed to appear until the time released by the Court, provided that the minimum compensation shall be for three (3) hours at the overtime rate if the subpoenaed time is three (3) or more hours prior to the beginning of a regular scheduled shift or if the member is released by the Court (3) or more hours following completion of the member's regular scheduled shift. If the subpoenaed time is less than three (3) hours prior to the beginning of a regular scheduled shift, or if the member is released by the Court less than three (3) hours following completion of the member's regular scheduled shift, the minimum compensation shall be for such actual amount of time less than three (3) hours. The City shall not be obligated to pay more than one (1) three (3) hours minimum to any one (1) member during any eight (8) hour period.

In the event the member is subpoenaed to testify in court regarding City business for a second (2nd) trial during such eight (8) hour period, a one (1) hour minimum shall apply, and the member shall have the option of returning from the court to the department at the conclusion of the first (1st) trial testimony to perform regular available work until the time of the second (2nd) subpoena.

If the member is canceled from court with less than forty-eight (48) hours notice of the appearance date, the member shall receive minimum compensation of one (1) hour at the overtime rate. If the member is canceled from court with less than twenty-four (24) hours notice of the appearance date, the member shall receive a minimum compensation of two (2) hours at the overtime rate. Notwithstanding the following sentence, if cancellation of court exceeds forty-eight (48) hours before the appearance date, the member is not entitled to any compensation. However, if court is canceled within a seventy-two (72) hour period and there are no regularly scheduled work days falling within that seventy-two (72) hour period, the member shall receive minimum compensation of one (1) hour at the overtime rate. "Cancellation" means the time the information is made available to the member; it is not the time the member elects to avail himself or herself to the information. At no time will the minimum compensation rate overlap with a regularly scheduled work assignment.

6.8 Call Back Pay. A member called back to work during the three (3) hour period prior to commencement of a regular scheduled shift or during the three (3) hour period following completion of a regular scheduled shift, after having physically left the Police Department premises, shall receive minimum compensation of one (1) hour at the overtime rate. A member called back to work during a period not covered by the foregoing sentence shall receive minimum compensation of three (3) hours at the overtime rate. In the event the member returns to duty for a voluntary overtime assignment, the member shall receive minimum compensation of one (1) hour at the overtime rate. A "call back" is an unscheduled summons or request to return to work. It does not

include prescheduled requests or prescheduled directions to return to work. At no time will the minimum compensation overlap with a regularly scheduled work assignment.

#### Section 7. POST Certificate Pay

Upon successful completion of probationary period, effective October 1, 2010, Peace Officers Standards & Training (POST) Certificate Pay shall be compensated as follows:

- 7.1 Officers and Sergeants who possess a POST Intermediate Certificate shall be compensated one hundred twenty one dollars and two cents (\$121.02) per month from date of qualification.
- 7.2 Officers and Sergeants who possess a POST Advanced Certificate shall be compensated an additional one hundred twenty one dollars and two cent (\$121.02) per month from date of qualification.
- 7.3 Sergeants who possess a POST Supervisory Certificate shall be compensated an additional eighty dollars and twenty cents (\$80.20) per month from date of qualification.
- 7.4 POST Certificate Pay set forth under Section 7.1, 7.2 and 7.3, above is cumulative, such that a member may receive POST Certificate Pay under all of the sections above.
- 7.5. Effective Date. A member will be eligible to receive Certificate Pay once POST has confirmed eligibility for the applicable certificate based upon the review and approval of the member's application to POST for certification. Certificate Pay will be retroactive to the first day of the pay period following eligibility for the certificate and submission of the paperwork to the Police Department. Authorization for Finance to pay such Certificate Pay shall follow written confirmation by the person designated to administer this program that POST has approved the application for Certificate, as well as a submittal in writing as to the date that such paperwork for the certificate was initially submitted to the Police Department for processing. The member shall submit the application for Certificate Pay within a timely manner upon receipt of the POST Certificate.

#### Section 8. Education Incentive Pay

Effective October 1, 2010, Education Incentive Pay will be paid as follows:

- 8.1 Education Pay 1 Eligibility Requirements: POST Basic Certificate, AA degree, and five (5) years of approved experience. Members who qualified for Education Pay 1 as of October 1, 2010 without possession of an AA degree will continue to be eligible for Education Pay 1.
  - Police Officer \$121.02/mo
  - Sergeant \$148.73/mo



Education Pay 2 Eligibility Requirements: AA degree in an approved field and ten (10) years of approved experience; or BA degree in an approved field and five (5) years of approved experience.

Police Officer	\$242.04/mo
Sergeant	\$297.45/mo

- 8.2. The fully completed and approved application must be submitted prior to the first full day of the full pay period immediately prior to the date of eligibility. If the request is not submitted within this time frame then payment will commence on the payday following the first full pay period following submission.
- 8.3 Members who have qualified to receive education incentive pay will not be required to re-qualify annually in order to retain said pay.

#### Section 9. Uniform Allowance

- 9.1 Effective January 1, 2011, the City will pay nine hundred thirty six dollars (\$936.00) per year for uniform allowance, to be paid equally over 26 pay periods.
- 9.2 It is understood that the amount paid hereunder constitutes a reimbursement to members for expenses actually and necessarily incurred in the purchase, maintenance, and cleaning of the uniforms such members are required to wear.
- 9.3 Upon adoption of this MOU, the City will provide a newly hired member with two (2) long sleeve shirts, two (2) short sleeve shirts, two (2) pants, one (1) jacket, and one (1) pair of boots in lieu of any initial allowance that was paid prior to this MOU. The Police Chief will designate uniform specifications and vendor.

#### Section 10. Holidays/Holiday Pay

- 10.1 The following listed holidays shall be recognized, entitling members to holiday pay, which will be paid in accordance with PERS rules:
- New Year's Day
  - Martin Luther King Jr.'s Birthday
  - Washington's Birthday
  - Lincoln's Birthday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Admissions Day
  - Columbus Day
  - Veterans Day
  - Thanksgiving Day
  - Day after Thanksgiving

Half-day (4 hours) Christmas Eve  
Christmas Day

The parties acknowledge that the City will remain open for business on Lincoln's Birthday, Washington's Birthday, and Admissions day.

- 10.2 Members covered by this MOU shall receive holiday pay in lieu of time off in four equal payments in the months of April, July, October and December, through December 31, 2010. Effective January 1, 2011, holiday pay shall be paid on the pay check covering the period in which the holiday occurs.

#### Section 11. Vacation

- 11.1 Vacation accrual is as follows:

<u>Years of Service</u>	<u>Accrual Hours/Year</u>
0-4	85.71
5-9	137.14
10-12	154.28
13-16	171.43
17-19	188.57
20+	205.71

- 11.1.1 Effective for members hired after October 1, 2010, lateral hires with at least five years' experience as a peace officer with another California public safety agency, upon completion of probation shall accrue 120 hours per year for 0-4 years of service.

- 11.1.2 Continuous full-time service with the City will be counted for vacation accrual.

- 11.2 The maximum annual carryover of accrued vacation will be two hundred forty-eight (248) hours with an additional forty (40) hours for special purposes upon the approval of the City Manager.

- 11.2.1 Members may accrue vacation hours in excess of the maximum vacation carryover during a calendar year. Failure to use (or assign) the vacation hours in excess of the maximum vacation carryover will cause those hours to be deleted and the maximum vacation carryover will be enforced.

- 11.2.1.1 Catastrophic Leave Bank. Hours in excess of the maximum vacation carryover not taken as vacation in the year they are accrued may be assigned to the Catastrophic Leave Bank as outlined in the City's "Leave Accrual Policy for Catastrophic Illness or Injury." Such assignment must occur annually and a standing request to assign such hours will not be honored.

11.2.1.2 NPOA Leave Bank Hours. Effective January 1, 2011, the first five (5) hours of end-of-the-year excess vacation balances over two hundred forty-eight (248) hours shall be placed in the NPOA Leave Bank. Any excess hours remaining after assignment to the NPOA Leave Bank will be subject to the provisions in Sections 11.2.1 and 11.2.1.1.

11.2.2 4850 Leave. Members who are on 4850 leave for at least twelve (12) consecutive weeks can accrue up to fifty-one (51) hours of vacation above the maximum annual accrual, for total accrual of two hundred ninety-nine (299) hours. These excess accrual hours must be used during the next calendar year.

11.3 The City will continue its practice of notifying members regarding vacation accrual. All other aspects and practices regarding vacation benefits shall continue in effect.

#### Section 12. Promotions

Upon any promotion in rank, the City agrees to concurrently adjust the salary of the promoted member by at least five percent (5%).

#### Section 13. Hours of Work and Overtime

13.1 The City has elected a twenty-eight (28) day cycle under the Fair Labor Standards Act.

13.1.1 Members assigned to a "4-10" shift shall work four (4) consecutive ten (10) hour shifts scheduled within ten (10) hours followed by three (3) consecutive days of rest.

13.1.2 Members assigned to "5-8" shift shall work five (5) consecutive eight (8) hour shifts scheduled within eight (8) hours followed by two (2) consecutive days of rest.

13.1.3 Members assigned to a "9-80" shift shall work, during two consecutive weeks, five consecutive nine (9) hour shifts scheduled within nine (9) hours followed by two (2) consecutive days of rest followed, in the second week, by three (3) consecutive nine (9) hours shifts and one (1) eight (8) hour shift scheduled with nine (9) and eight (8) hours respectively followed by three (3) consecutive days of rest.

13.1.4 Members assigned to the "12½" hour shift shall work three (3) consecutive twelve and one-half (12½) hour shifts scheduled within twelve and one-half (12½) hours followed by four (4) consecutive days of rest.

Members assigned to this work schedule are required to work ten (10) additional hours during each twenty-eight (28) day work cycle in the form of an additional day of work. Such additional day of work may include training, special duty, patrol relief or as otherwise assigned, or the member may, with a supervisor's approval, utilize ten (10) hours of

compensatory time off (CTO) and/or vacation. The additional day of work will be scheduled either at the beginning or end of the member's four (4) days off, whenever possible.

To ensure that grave shift members are not fatigued when beginning work, a total of six (6) hours of off-duty time must have occurred before their scheduled return to work. This off-duty time does not have to be continuous. Previous duty means any overtime assignment, recall assignment, court time and any other assignment when the member is performing work for the City.

During each daily twelve and one-half (12½) hour shift, each member shall be permitted two (2) paid rest periods of up to twenty (20) minutes and one (1) paid meal period of up to forty-five (45) minutes, provided the member's duties permit such breaks.

- 13.2 Except as provided herein, all hours worked in excess of one-hundred-sixty (160) hours in the 28-day cycle shall be compensated in cash at one and one-half (1 1/2) times the member's regular hourly rate or in compensatory time off at the rate of one and one-half (1 1/2) hours of CTO for each hour worked as provided in Section 14 below. The City shall not be required to pay overtime or CTO when such excess time worked is due to schedule changes to accommodate training activities or due to shift changes unless the City would be required to pay overtime in accordance with its twenty-eight (28) day cycle as required by the Fair Labor Standards Act.
- 13.3 Overtime will be paid in each pay period, and paid time off shall count towards the accumulation of hours worked for purposes of computing overtime. Training, meetings and other City-ordered time shall be considered as hours worked. The parties acknowledge that instances may occur in which a member receives overtime pay in a pay period and subsequently does not exceed 160 hours in the 28-day cycle. In that event, the overtime payment shall be reconciled within the next two pay periods. An example of this would be when a member receives time-off without pay, by order of the Police Chief.

#### Section 14. Compensatory Time Off

Compensatory time off (CTO) in lieu of cash overtime payment shall be accrued subject to the following provisions:

- 14.1 CTO must be elected at the time of accrual. A maximum of one hundred (100) hours of CTO may be accumulated at any given time, and must be used prior to December 1 of any year, provided however, that a member may carry over up to fifty (50) hours of accumulated time into the next year. The balance of accumulated time shall be paid off.
- 14.2 The member will be afforded two (2) opportunities per year to cash out accumulated compensatory time, on June 1 and December 1. These deadlines may be waived by the City in cases where the member has been unable to receive approval for taking such time off. In addition, when the member has a total of less than one day's time accrued, no cash-outs shall apply.

- 14.3 The Police Chief, or his/her designee, may increase the maximum compensatory time for a member on a case-by-case basis.
- 14.4 Training and meeting time shall be compensable in whatever form designated at the sole discretion of the City, subject to the provisions of the Fair Labor Standards Act.
- 14.5 CTO shall not be approved if the result will be the interference with minimum staffing levels. CTO requests will be subject to mutual agreement between the City and the member.

#### Section 15. Health Services Contributions

- 15.1 Medical Insurance. The City agrees to offer the PERS health benefits program. The City also agrees to pay the statutory PEHMCA minimum (determined annually by CalPERS) per month towards the cost of health insurance available through PERS for each active member and an amount for each retiree as determined each year based on the "unequal contribution" method as prescribed by PEMHCA. The member agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses, and the City's contribution described in 15.2 below.
- 15.2 Effective October 1, 2010, the City will contribute the amount equivalent to the City Kaiser rate for the monthly premium for the medical plan in which the member is enrolled (employee-only, employee-plus-one, or family). Members who choose a plan with premium rates higher than City Kaiser will contribute on a payroll deduction basis the amount of premium, if any, that exceeds the City Kaiser rate. The City agrees to pay all administrative fees/costs associated with the above program. Medical and Dental Plan Rates are set forth in Exhibit B.
- 15.3 Members agree to pay the cost of eyewear not covered by the CalPERS plan.
- 15.4 Effective October 1, 2010, the City contribution for dental coverage will be fixed at the Fiscal Year 2010/2011 Delta Dental Delta Premier rate. The City will contribute up to the dollar amount for the full cost of dental coverage.
- 15.5 The City shall continue to contribute premiums for life insurance coverage for current members at a coverage level of two and one-half (2 1/2) times the member's annual base salary but not more than \$50,000. The member shall have the option to purchase, solely at the member's expense, additional life insurance through the City's insurance broker, up to a maximum of \$250,000.
- 15.6 In lieu of coverage under CalPERS, a member who provides proof of coverage comparable to that provided by the City (through a spouse or other source) will be paid a health-in-lieu payment by the City. Effective October 1, 2010, the health-in-lieu payment will be the equivalent of fifty percent (50%) of the Fiscal Year 2010/2011 City Kaiser premium for which the member is eligible. Effective the pay period containing July 1, 2011, the health-in-lieu payment will be five hundred dollars (\$500.00) per month. Such payment will be either in cash or into the member's deferred

compensation plan, at the member's option. The member must complete a form provided by the City's Finance Department. Re-enrollment in CalPERS 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 CalPERS.

#### Section 16. Deferred Compensation

A Deferred Compensation Plan is available to all members of NPOA. If a 401K Plan and Administrator are agreed upon by the City, at the City's option, the 401K Plan will additionally be offered to all members of NPOA.

#### Section 17. Retirement

- 17.1 For members hired before January 1, 2012, the City's contract with PERS provides for the "three percent (3%) at age 50" retirement plan as specified in Government Code section 21362.2. This retirement plan includes the single highest year retirement benefit as provided by section 20042 of the Government Code. This plan also includes increased non-job related disability benefits providing for thirty percent (30%) of final compensation upon five (5) years of service with an improvement of one percent (1%) for each additional year to a maximum of fifty percent (50%) as provided for under Government Code section 21427.
- 17.2 For members hired on or after January 1, 2012, the City will contract with PERS to provide the "three percent (3%) at age 55" retirement plan as specified in Government Code section 21363.1, with a three-year average on final compensation as provided by Government Code section 20037.
- 17.3 In addition to the retirement benefits set forth above, members hired before January 1, 1984, are entitled to retirement credit for military service pursuant to Government Code section 21024 and to convert unused accumulated sick leave to service credit as provided for under Government Code section 20965.
- 17.4 The City's contract with PERS provides for the Military Service Credit as provided for under Government Code section 20996.
- 17.5 The City provides the benefit known as Fourth Level 1959 Survivor Benefit pursuant to Government Code section 21574. The members agree to pay two dollars (\$2.00) per month for this benefit.
- 17.6 Effective December 1, 2004 and through the term of this MOU, if the City's PERS contribution rate exceeds fourteen percent (14.00%), the member and City shall share equally such excess rate, up to nineteen percent (19.00%). The member will pay fifty percent (50%) of such excess cost; provided, however, that the member 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%). PERS cost share shall be paid through IRC 414(h)(2), as follows:

Effective October 1, 2010 through June 30, 2011 – 1.25%  
 Effective the pay period containing July 1, 2011 – 2.5%

Section 18. Sick Leave

18.1	<u>Hours/Year</u>	Daily	<u>Hours Accrued</u>	
		<u>Accrual Rate</u>	<u>In 15 Days</u>	<u>In 16 Days</u>
Sick Leave	96	.26284	3.94	4.21

18.2 In order for a member to qualify for the sick leave conversion benefit described below in Section 18.2.1 or Section 18.2.2, the member must take a service or disability retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City. If the retired employee ceases drawing a pension or re-enters the work force and is employed by another PERS agency for more than 960 hours per year, the sick leave conversion benefit described in 18.2.1 or Section 18.2.2 ceases and the employee waives the right to the benefit. Such waiver shall be irrevocable.

18.2.1 For all members who were employed as of December 31, 1983, the City agrees to allow members upon retirement to convert unused sick leave into single-party health insurance at the rate of one (1) day of pay for one (1) month's premium, based upon a forty (40) hour week, so long as the amount contributed does not exceed actual premiums, provided however, that this benefit shall not be given for sick leave days used for the retirement credit provided for under Section 17.3.

18.2.2 Members hired on or after January 1, 1984, shall be permitted to convert up to the equivalent of one hundred eighty (180) days of unused sick leave into single-party health insurance at the rate of one (1) day of pay for one (1) month's premium, based upon a forty (40) hour week, so long as the amount contributed does not exceed actual premiums, provided however, that this benefit shall not be given for sick leave days used for the retirement credit provided for under Section 17.4..

18.3 Notwithstanding Section 18.2, a member who separates from City service before becoming eligible to draw a PERS pension may receive the sick leave conversion benefit described in Section 18.2.1 or Section 18.2.2 if the member: (a) separates from City service with at least thirty (30) years of PERS service; (b) does not accept employment with another PERS agency for more than 960 hours per year; and (c) begins to draw a PERS pension within ninety (90) days of becoming eligible. The member will be eligible to receive the sick leave conversion benefit at the time he or she begins to draw a PERS pension. Once a member becomes eligible to receive the sick leave conversion benefit described in Section 18.2.1 or Section 18.2.2, all restrictions in Section 18.2 will apply.

- 18.4 Eligible members who plan to convert unused sick leave into single-party health insurance shall make an election at the time of retirement. For any period of time that a retiree is not enrolled in the PERS health benefit program, for each month not enrolled, the unused day of sick leave shall be converted to a credit which is equal to the current dollar value of the monthly health insurance premium at the single party rate. The monthly credit shall be banked. Upon the retiree's enrollment or re-enrollment in the PERS health benefit program, the retiree shall first use any remaining unbanked and unconverted sick leave for health insurance premiums. Once all sick leave has been converted and used, the retiree shall then exhaust the banked credit for health insurance premiums. The banked credits are not transferable and may only be used for the health insurance premiums of former members/current retirees.
- 18.5 Existing sick leave may be converted to vacation on a ratio of three (3) sick leave days to one (1) vacation day, with a maximum of five (5) new vacation days per calendar year. Members wishing to exercise this option must so notify the Finance Department during the month of December. Conversion shall then become effective January 1.

#### Section 19. Residency

Each member shall reside up to sixty (60) minutes driving time, observing existing traffic laws and under normal driving conditions, of the Police Department from his/her residence.

#### Section 20. Unexplained Absence

Unexplained absence for three (3) days or more of any officer or member of the Department shall be deemed, and held to be, a resignation by such officer or member and accepted as such by the Police Chief.

#### Section 21. Issued Equipment

- 21.1 Shoulder Patches. The City shall provide shoulder patches through the Police Department facility rather than through Central Stores.
- 21.2 Recording Devices. The City agrees to provide upon request recording devices and replacement batteries to all members, to be used in the course of their employment.
- 21.3 Safety Equipment. The City agrees to provide all members with all safety equipment which it is required by law to provide.
- 21.4 Holsters and Cuff Cases. Non-uniform holsters and cuff cases shall be issued to members assigned to investigation duties. Such equipment shall remain the property of the City of Napa, and shall be returned to the City upon leaving the Investigations Unit.
- 21.5 Body Armor. Body armor shall be issued and replaced as follows:



1. The City agrees to issue body armor to all members and shall repair or replace issued body armor in conformance with industry standards and manufacturer's recommendations, provided that armor in regular use over five (5) years old shall be replaced upon request of the member. Armor not in regular use by the member shall be replaced at the request of the member after it has received the equivalent of five (5) years use.
2. The City shall issue body armor that is in conformance with National Institute of Justice (NIJ) rating as adequate for normal duty use (no less than level 2A).
3. Those sworn members who are assigned to the "Uniformed Bureau" of the department are highly encouraged to wear their body armor. Wearing of body armor is mandatory when ordered by a member in a supervising capacity. Depending upon a situational occurrence or assignment, a supervising member will have the authority to decide when the wearing of body armor is mandatory. Whenever a member is not wearing body armor, the member will have the body armor immediately available in the event the member is assigned and ordered to wear it.
4. Issued body armor which is damaged through improper care or use shall be subject to repair or replacement at the member's expense.
5. The City will not permanently issue used body armor without the consent of NPOA.

#### Section 22. Dues Deduction

The City agrees to continue to provide a combined deduction for NPOA regular dues and premiums for NPOA-sponsored insurance from the salary of each member who shall have authorized such deduction in writing. It is understood and agreed by both the City and NPOA that NPOA accepts responsibility for maintaining such written, signed authorizations on file at all times, and that the City has the right to review all authorizations on file at any time. Such deductions shall be made on a monthly basis and remitted to NPOA monthly. NPOA will submit a member list each month, indicating the current and proposed total deduction authorized for each member. The City will audit such list and will provide a list of the amount deducted. Changes in deductions by NPOA will be kept to a minimum.

#### Section 23. Time Off for NPOA Business

##### 23.1 General Release Time

NPOA Representatives shall be allowed reasonable release time to engage in meet and confer discussions with representatives from the City. The City will not reimburse NPOA representatives for time spent bargaining outside of normal work hours; however, NPOA representatives may earn Adjusted Time Off (ATO) and utilize it within the 28-day work cycle of when the release occurs, or

as early as possible within the next 28-day cycle, so long as the use of ATO does not require backfill overtime.

## 23.2 NPOA Leave Bank

The City agrees to establish and maintain an NPOA Leave Bank (Leave Bank) for the purposes of allowing the officers and members of the NPOA, as designated by the NPOA President, time off with pay (Union Leave) for the purposes of conducting union business. The Leave Bank shall cover all officers and members and is limited to 350 total hours per year.

Union Business shall mean business related to employer-employee relations involving matters solely pertaining to the representation of the bargaining unit. Examples of covered events include:

1. Personnel/Labor Relations and Practices training such as PORAC;
2. Grievances and disciplinary actions;
3. Conventions and seminars; and
4. Hearings as allowed under Civil Service Rules.

Leave Bank and Union Leave shall be implemented using the following guidelines:

1. As described in Section 11.2.1.2, effective January 1, 2011, the first five (5) hours of any end-of-the-year excess vacation balances over two hundred forty-eight (248) hours shall be donated to the Leave Bank. No other end-of-year excess vacation balance may be donated, but members may contribute other vested leave time (vacation and CTO) in full-hour increments to the Leave Bank.
2. Leave requests must be submitted for approval pursuant to the Department vacation policy.
3. Leave Bank hours shall be withdrawn on an hour-for-hour basis.
4. Any portion of the Leave Bank that is unused in any year shall be carried over to the following year.

## Section 24. Management Rights

Subject only to the limitations set forth in this MOU, City's right to direct the work force shall be unimpaired. This right shall include, but is not limited to the following:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, commissions, or boards, building facilities and operations; to create, change, combine or abolish jobs, department's services, and facilities in whole or in part; relieve its employees from duty or to reduce or adjust such duties because of lack of work or for other reasons considered by City to be legitimate; to direct the work force; to set standards of service; to maintain the efficiency of City operations; to increase or decrease the work force and determine the number

of employees needed; to hire, train, transfer, and promote employees; to take disciplinary actions; to determine the procedures and standards of selection for employment and promotion; to establish work standards, schedules of operations and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation, thereof; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and the service to be provided; to determine the methods, processes and means of providing services; to take all necessary actions to carry out its mission in emergencies; and to make reasonable rules and regulations pertaining to members consistent with this MOU.

The exercise of such rights by City shall not preclude NPOA from communicating with City about consequences that the decisions of these matters may have on wages, hours, and other terms and conditions of employment. The exercise of such rights by the City, not subject to other sections of this MOU, shall not be grievable.

#### Section 25. Grievance Procedure

25.1 Definition: A grievance is any dispute which involves the interpretation or application of any provisions of this MOU, or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and working conditions. Disputes concerning disciplinary action shall be processed in accordance with the rules of the Civil Service Commission.

25.2 Procedure. Grievances shall be processed in the following manner:

25.2.1 The grievance shall be presented either by the member or by an authorized NPOA representative to the designated supervisor of the member within twenty-one (21) calendar days of the date the member reasonably should have learned of its occurrence.

The designated supervisor shall have twenty-one (21) calendar days from the date of receipt of the grievance in which to investigate and orally respond. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the member or an authorized NPOA representative to the member's Bureau Lieutenant, or a designated representative. If the Bureau Lieutenant is the member's supervisor, the grievance shall be presented initially to the Bureau Lieutenant.

25.2.2 The Bureau Lieutenant shall have twenty-one (21) calendar days from the date of receipt of the written grievance in which to investigate and make a recommendation to the Captain. The Captain shall respond to the written grievance within twenty-one (21) calendar days from the date of recommendation of the Bureau Lieutenant. If the grievance is not satisfactorily adjusted within this period, the grievance may be presented in writing either by the member or by an authorized NPOA representative to the Police Chief. The Police Chief shall respond to the written grievance within twenty-one (21) calendar days from the date of recommendation of the Captain. If the grievance is not satisfactorily adjusted within this

period, the grievance may be presented in writing either by the member or by an authorized NPOA representative to the City Manager or to such representative as the City Manager may designate.

The grievant will have up to twenty-one (21) calendar days to appeal a response to the grievance at each step in the process set forth in Sections (1) and (2) above.

- 25.2.3 If the parties are unable, within fourteen (14) calendar days after presentation to the City Manager, to reach a mutually satisfactory accord on any grievance, the grievance shall be submitted to an Adjustment Board comprised of two (2) NPOA representatives, no more than one (1) of whom shall be either an employee of the City or an elected or an appointed official of the NPOA; and two (2) representatives of the City no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative vote of at least three (3) members of the Board.
- 25.2.4 If an Adjustment Board is unable to arrive at a majority decision, within thirty (30) calendar days following conclusion of the Adjustment Board, the NPOA may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the NPOA and the City Manager. In the event the NPOA and the City Manager are unable to agree on an impartial arbitrator, the parties jointly shall immediately request a list of five (5) impartial arbitrators from the State Mediation and Conciliation Service. When such list is received, the parties shall meet within seven (7) calendar days to select the arbitrator as follows: the parties shall alternately strike the name of one arbitrator from the list until the name of one arbitrator remains. That person shall serve as the arbitrator. The party to strike the first name shall be determined by a toss of a coin.

Except as provided below, the fees and expenses of the arbitrator, and a court reporter if mutually agreed upon, shall be shared equally by the NPOA and the City. Each party however shall bear the cost of its own presentation including, but not limited to, preparation and post hearing briefs, if any. The decision of the impartial arbitrator shall be binding on the City, NPOA and the member(s) unless either the City, NPOA or the member(s) choose to appeal the grievance to the Civil Service Commission. In the event of an appeal to the Civil Service Commission by NPOA or the City, the appealing party shall bear the full cost of the arbitrator and the court reporter.

In the event an Adjustment Board is unable to arrive at a majority decision and NPOA declines to appeal the grievance to an impartial arbitrator, the aggrieved member(s) may refer the grievance directly to the Civil Service Commission in accordance with (5) below. In the event of an appeal to the Civil Service Commission by an aggrieved member acting on his/her own behalf from either the Adjustment Board or from impartial arbitration, NPOA

shall be entitled to appear before the Commission as a third (3rd) and equal party in the hearing.

- 25.2.5 Appeals taken to the Civil Service Commission shall be in accordance with the rules of the Civil Service Commission. Except as provided in the City Charter, or by law, decisions of the Civil Service Commission shall be final and binding upon the member(s), the NPOA and the City.
- 25.3 Scope of Procedure. No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in the unit represented by NPOA and unless such dispute falls within the definition of a grievance as set forth in Section 26.1 above.
- 25.4 Change to Memorandum. Proposals to add or change this MOU or written agreement or addenda supplementary hereto shall not be subject to this grievance procedure, and no proposal to modify, amend or terminate this MOU nor any matter or subject arising out of or in connection with such a proposal, may be referred to this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms and conditions of employment.
- 25.5 Compensation Complaints. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. No adjustment shall be retroactive for more than sixty (60) calendar days from the date upon which the complaint was filed.
- 25.6 Reason for Appeal. Whenever the member or an authorized NPOA representative shall appeal the grievance to the next level of this Grievance Procedure, the appeal shall contain a clear and concise statement why the answer provided at the previous level was not satisfactory to resolve the grievance. Whenever City management responds to a grievance, the response shall contain a clear and concise statement as to why the grievance is being denied, if that is the case.
- 25.7 Time Limits. The time limits contained herein may be waived or modified in writing by mutual agreement of the parties. In the event the member or NPOA fails to appeal a grievance within the prescribed time limits, the response by the City at the previous level shall be deemed to have resolved the grievance. In the event the City fails to respond to a grievance within the prescribed time limits, the grievance shall be moved automatically to the next higher level.
- 25.8 Legal Determination. In the event of a determination that is acceptable to both NPOA and the City that an impartial arbitrator's decision may be final and binding upon the parties in accordance with the City Charter or otherwise, the decision of the impartial arbitrator shall be final and binding upon the member, the NPOA and the City, and appeal to the Civil Service Commission shall not be allowed.

#### Section 26. No Strike, No Lockout

During the term of this MOU, the City will not lock out any member of NPOA and no member of NPOA will engage in, cause, or encourage any strike, slow down, concerted refusal to work, or other interruption of the City's operation.

#### Section 27. Minimum Staffing

During the term of this MOU, the City agrees to maintain staffing levels at the current level of officer safety staffing.

#### Section 28. Full Understanding

The parties agree that no provision of this MOU shall be changed without the mutual consent of the parties. The parties further agree that the City may change any matter not covered in this MOU, but within the scope of representation, so long as the City satisfies its legal requirements to meet and confer with NPOA prior to implementing such a change. The City does not intend to change any matter within the scope of representation unless there is a demonstrated operational or fiscal reason to do so.

#### Section 29. Separability

If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

#### Section 30. Term of Agreement

- 30.1 The provisions of this MOU shall become effective upon a formal resolution of approval by the City Council of the City of Napa and execution by the Mayor and City Clerk thereof, and by execution by the representatives of NPOA. Upon such adoption, the provisions of this MOU shall supersede and control over conflicting or inconsistent City Ordinances, Resolution, Policies or Procedures.
- 30.2 The parties will negotiate and finalize details in a Side Letter Agreement pertaining to development and implementation of (1) Health Reimbursement Arrangements (HRAs) based on sick leave cash out and (2) an ongoing contribution for actives to the PORAC Retiree Medical Trust (RMT); NPOA to pay the initial fees to enter the PORAC RMT. In addition, the maximum contribution to medical for both actives and current retirees will be set at \$246. For actives, an additional contribution to the HRA shall be made, up to the current City Kaiser rate. In exchange, the current sick leave conversion to retiree medical will be eliminated. Sick leave cash out and PORAC RMT contribution amounts are to be negotiated and the negotiated amounts must result in ongoing savings to the City's budgeted OPEB liability (similar to NCFCA agreement). The

parties will make best efforts to complete Side Letter Agreement negotiations by December 31, 2010, with an implementation date of July 1, 2011.

30.3 This MOU shall remain in full force and effect through June 30, 2012. The parties shall use their best efforts to commence the meet and confer process between City and NPOA prior to March 31, 2012, with respect to a MOU contemplated to take effect July 1, 2012.

**Section 31. Americans with Disabilities Act**

The City and the NPOA recognize that the city has an obligation under the Americans With Disabilities Act (ADA) to meet with individual members who request reasonable accommodation in the work place because of a disability. The NPOA will be advised of any proposed accommodation prior to implementation which is in potential conflict with this MOU or past practice or any way, hour or working condition. The NPOA will be afforded the opportunity to consult with the City about the impact of such accommodation(s).

This Memorandum of Understanding is executed at Napa, California on this 8 day of December, 2010

Dated: December 8, 2010

By: Nancy Weiss  
Nancy Weiss, Assistant City Manager  
City of Napa

Dated: December 8, 2010

By: Paul Paniagua  
Paul Paniagua, President  
Napa Police Officers Association

**ATTEST:**

Dorothy Roberts  
DOROTHY ROBERTS, City Clerk

**COUNTERSIGNED:**

Ann Mehta  
ANN MEHTA, City Auditor

**APPROVED AS TO FORM:**

Michael W. Barrett  
MICHAEL W. BARRETT, City Attorney

**EXHIBIT A**

**NPOA Salary Schedule**  
**Term: July 1, 2010 through June 30, 2012**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Police Officer	6,632	6,958	7,307	7,680	8,068
Police Sergeant	8,167	8,578	8,996	9,452	9,915



**EXHIBIT B**

<b>FY2010-11 MEDICAL PLAN RATES</b>			
	<b>Single</b>	<b>Two Party</b>	<b>Family</b>
<b>City Kaiser Plan</b>	496.95	993.91	1,321.90

<b>FY2010-11 DENTAL PLAN RATES</b>			
	<b>Single</b>	<b>Two Party</b>	<b>Family</b>
<b>Delta Premier</b>	50.37	85.64	130.98
<b>DeltaCare</b>	21.77	35.96	52.98