MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA
And
Management Unit of the Napa Police Department
For
JANUARY 1, 2014 THROUGH DECEMBER 31, 2015
<table>
<thead>
<tr>
<th>SECTION 1. CLASSIFICATION</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 2. TERM</td>
<td>1</td>
</tr>
<tr>
<td>SECTION 3. SALARY</td>
<td>1</td>
</tr>
<tr>
<td>SECTION 4. UNIFORM ALLOWANCE</td>
<td>2</td>
</tr>
<tr>
<td>SECTION 5. HOLIDAYS/HOLIDAY PAY</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 6. VACATION</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 7. SICK LEAVE</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 8. ACTING PAY</td>
<td>4</td>
</tr>
<tr>
<td>SECTION 9. PROMOTIONS</td>
<td>4</td>
</tr>
<tr>
<td>SECTION 10. INSURANCE</td>
<td>4</td>
</tr>
<tr>
<td>SECTION 11. COMBINED INSURANCE (ACCIDENTAL DISABILITY)</td>
<td>6</td>
</tr>
<tr>
<td>SECTION 12. DEFERRED COMPENSATION</td>
<td>6</td>
</tr>
<tr>
<td>SECTION 13. WORKING HOURS/WORK SCHEDULES</td>
<td>6</td>
</tr>
<tr>
<td>SECTION 14. MANAGEMENT LEAVE</td>
<td>7</td>
</tr>
<tr>
<td>SECTION 15. RETIREMENT</td>
<td>7</td>
</tr>
<tr>
<td>SECTION 16. RETIREE MEDICAL</td>
<td>9</td>
</tr>
<tr>
<td>SECTION 17. RESIDENCY</td>
<td>11</td>
</tr>
<tr>
<td>SECTION 18. BEREAVEMENT LEAVE</td>
<td>12</td>
</tr>
<tr>
<td>SECTION 19. BODY ARMOR</td>
<td>12</td>
</tr>
<tr>
<td>SECTION 20. TIME OFF FOR MANAGEMENT UNIT BUSINESS</td>
<td>12</td>
</tr>
<tr>
<td>SECTION 21. AMERICANS WITH DISABILITIES ACT</td>
<td>12</td>
</tr>
<tr>
<td>SECTION 22. FISCAL EMERGENCY</td>
<td>12</td>
</tr>
<tr>
<td>SECTION 23. FULL UNDERSTANDING</td>
<td>13</td>
</tr>
<tr>
<td>SECTION 24. NO STRIKE, NO LOCKOUT</td>
<td>13</td>
</tr>
<tr>
<td>SECTION 25. SEPARABILITY</td>
<td>13</td>
</tr>
<tr>
<td>SECTION 26. EFFECTIVE DATE</td>
<td>13</td>
</tr>
</tbody>
</table>

Management Unit of the Napa Police Department MOU
January 1, 2014 - December 31, 2015
MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA
And
MANAGEMENT UNIT OF THE NAPA POLICE DEPARTMENT
For
JANUARY 1, 2014 THROUGH DECEMBER 31, 2015

This Memorandum of Understanding (hereinafter 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 (hereinafter City) and the Management Unit of the Napa Police Department Management Unit (hereinafter Management Unit). As a result of meet and confer sessions, the City and Management Unit have agreed to the following:

Section 1. Classification
1.1 The City recognizes Management Unit as the certified employee organization representing the following classes of employees: Police Captain and Police Lieutenant.

1.2 As used in this MOU, the term "member" shall mean an employee in a classification of Police Captain or Police Lieutenant, who is a member of the Management Unit of the Napa Police Department.

1.3 The City agrees that the classifications represented by the Management Unit are management classifications. Management Unit agrees that, upon adoption of policies by the City Council and City Management, they will represent and support such adopted policies.

Section 2. Term
The term of this MOU shall be from January 1, 2014 through December 31, 2015.

Section 3. Salary
3.1 The City will increase the salary of each member in the unit, in the percentage amounts identified below, and effective with the pay periods beginning on each of the following dates:

- 3/29/14 = 1.25%
- 7/05/14 = 1.25%
- 1/03/15 = 1.25%
- 7/04/15 = 1.25%

3.2 In recognition of the management structure of the Police Department, members will be compensated for Peace Officers Standards & Training (POST) Certificate Pay as follows:

For possession of a POST Supervisory Certificate, Lieutenants shall be compensated an additional one hundred sixty one dollars and ninety-six cents
($161.96) per pay period and Captains shall be compensated an additional one hundred eighty two dollars and nine cents ($182.09) per pay period.

For possession of a POST Management Certificate, Lieutenants shall be compensated an additional two hundred forty two dollars and ninety four cents ($242.94) per pay period and Captains shall be compensated an additional two hundred seventy three dollars and fourteen cents ($273.14) per pay period.

Such POST supervisory certificate and POST Management certificate pay will be solely during the term of this Memorandum of Understanding or until a successor Memorandum of Understanding is negotiated.

3.3 Employment transactions which effect a member's pay or retirement contributions shall be effective the first day of a 2-week pay cycle. This includes merit increases, promotions, transfers, reclassifications, starting and ending specialty pays and acting assignments. Merit increases, which are due on a member's anniversary date, shall be made effective the beginning of the pay period in which the effective date occurs.

3.4 If during the term of the MOU the State of California amends the California Public Employment Retirement Law to change the definition of PERSable compensation, upon request of the Police Management Unit the parties shall reopen the MOU to meet and confer over potential impacts identified by the Management Unit.

3.5 If during the term of this MOU, the City reaches an agreement with NPOA which has a net impact in terms of changes to wages and benefits which exceeds (during the term of this MOU) the net impact in terms of changes to wages and benefits provided under this agreement, MUNPD shall receive an equivalent benefit which shall be negotiated by the parties.

Section 4. Uniform Allowance

4.1 The City agrees to pay Five Hundred Fifty-five Dollars and ninety cents ($555.90) per year for uniform allowance.

4.2 Uniform allowance for all represented members shall be paid over 26 pay periods. During the term of the MOU, the City may change the method and timing of payment as part of a new payroll system implementation.

4.3 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.
Section 5. Holidays/Holiday Pay

5.1 The following listed holidays shall be recognized, entitling bargaining unit 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
- Columbus Day
- Admissions Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day

The parties acknowledge that the City will remain open for business on Lincoln's Birthday, Washington's Birthday, and Admissions Day. At such time as the City Council grants Cesar Chavez as a holiday for City employees then that holiday will also be added to Section 5.

Section 6. Vacation

6.1 Vacation shall be accrued as follows:

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

Effective for members hired after January 1, 2011, 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.

6.2 The daily accrual rates specified above are subject to revision based on the City's conversion to an annual work schedule of 2080 hours.

6.3 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. Members with maximum accrued vacation hours may cash out annually up to 80 hours of vacation.

6.4 All other aspects and practices regarding vacation benefits shall continue in effect.

Section 7. Sick Leave

Bargaining unit members shall receive sick leave as follows:

<table>
<thead>
<tr>
<th>Daily Hours/Year</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sick Leave</td>
<td>96</td>
</tr>
</tbody>
</table>
Daily accrual rate subject to change based on payroll calculations converting to a 2080 hour annual work schedule.

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 the beginning of the pay period containing January 1.

Section 8. Acting Pay
The positions covered by this Memorandum of Understanding accept the fact that they may be required to perform at a higher classification from time to time and shall receive no additional salary therefore; provided, however, that a Captain who is assigned to the position of Chief, or a Lieutenant who is assigned to the position of Captain, and acts in that position for more than thirty (30) consecutive calendar days shall be entitled to receive acting pay from and after expiration of the thirty (30) days until completion of the assignment. Acting Pay shall be at least 7% above top step Captain or Lieutenant, as applicable.

Section 9. Promotions
Upon promotion in rank to the position of Lieutenant or Captain, the City will adjust the salary of the promoted unit member to Step M.

Section 10. Insurance

10.1 The City agrees to offer the PERS health benefits program. The City's required contribution for retirees shall be determined each year based on the "unequal contribution" method as prescribed by the Public Employees' Medical and Hospital Care Act (PEMHC).  

10.2 Effective July 1, 2013 through June 30, 2014, the City will contribute either the rates described below or eighty-five percent (85%) of the City Kaiser rate, whichever is higher.

<table>
<thead>
<tr>
<th>Minimum City contribution:</th>
<th></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>

Effective July 1, 2014 through June 30, 2015, for Members enrolled in a City medical plan, the City will contribute either eighty-five percent (85%) of the Kaiser HMO monthly premium, or the following amounts, whichever is greater, based on the Member's enrollment status:

<table>
<thead>
<tr>
<th>Enrollment Status</th>
<th>Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$ 625.00</td>
</tr>
<tr>
<td>Employee plus one</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Family</td>
<td>$1,662.00</td>
</tr>
</tbody>
</table>
Effective July 1, 2015, for Members enrolled in a City medical plan, the City will contribute either eighty-five percent (85%) of the Kaiser HMO monthly premium, or the following amounts, whichever is greater, based on the Member's enrollment status:

- Employee only $ 675.00
- Employee plus one $1,350.00
- Family $1,795.00

The City’s contribution includes the statutory PEMHCA minimum for active members. Members will contribute on a payroll deduction basis the amount of premium, if any, that exceeds the City’s contribution.

Management Unit retirees who opt for coverage under the CalPERS Plan will enter at the minimum required CalPERS rate. It is the intent of the City not to cover retirees beyond the minimum required PERS contribution.

10.3 Effective July 1, 2014, the City's contribution to dental insurance will be fixed at the FY13/14 rate, as follows:

- Employee only $ 52.85
- Employee plus one $ 89.86
- Family $137.43

The City will 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, members will contribute on a payroll deduction basis the amount of the premium, if any, that exceeds the City's contribution.

10.4 As part of its shared interest in exploring options to reduce the cost of City-provided Health Benefits and Welfare Benefits, the Management Unit agrees to participate in a multi-unit Labor-Management Committee that will explore options and discuss Health Benefits issues through the term of this Agreement. The Committee may make recommendations to the parties regarding appropriate modifications to the current benefits provided by the City.

10.5 The City shall pool separately from current employee premiums, all retiree life insurance premiums, regardless of who is paying the premium.

10.6 The City shall continue to contribute premiums for life insurance coverage of $50,000 during the period of employment of each member represented by the Management Unit. After July 1, 1984, 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. Members shall be entitled to purchase an additional amount of life insurance if available.

10.7 **Life Insurance:**

Members 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 amount of $250,000.
10.8 Effective July 1, 1984, bargaining unit members shall not be entitled to City-paid life insurance premiums on retirement. (Conversion to retiree-paid premiums on retirement is optional).

10.9 Upon expiration of this Agreement, the dollar amounts then being paid for these insurance premiums by the City shall remain fixed until the execution of a subsequent Agreement.

10.10 In lieu of coverage under a health plan provided by the City or under CalPERS, a member who provides proof of coverage comparable to that provided by the City or CalPERS through a spouse or other source will be paid by the City an in-lieu payment of five hundred dollars ($500) per month. Such payment will be in cash. The member must complete a form provided by the City’s Finance Department. Reenrollment in a plan provided by the City or 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 the health plan provider or CalPERS.

10.11 Proration of Benefits. There shall be no proration of member benefits (i.e., the City cost of providing health and welfare insurance, vacation, sick leave, holidays, etc.) for members working less than twenty-four hours per week. Any deduction shall be made pursuant to the FLSA.

10.12 The City will implement the provisions of Internal Revenue Service Code Sections 125 and 129, allowing payment of certain dependent and health care expenses on a pre-tax basis.

Section 11. Combined Insurance (Accidental Disability)

Those members who elect to take the combined insurance coverage for accidental disability shall be billed for said premium through payroll deduction as currently being administered.

Section 12. Deferred Compensation

12.1 A Deferred Compensation Plan is available to all members of Management Unit. 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 this bargaining unit.

Section 13. Working Hours/Work Schedules

13.1 Daily working hours for bargaining unit members shall be flexible, provided the amount of hours in the normally scheduled work day is performed. The Police Chief shall have the sole discretion of assigning working hours and work schedules.

13.2 It is agreed that all bargaining unit members shall be on an official forty (40) hour work week.

13.3 Members may be paid the equivalent of one-and-one-half times their hourly rate when they are detailed to work for an emergency event which qualifies for Federal Emergency Management Agency (FEMA) reimbursement and FEMA reimburses the City at the higher hourly rate.
Section 14. Management Leave

14.1 Members of this bargaining unit are exempt from the Fair Labor Standards Act and shall be entitled to one hundred four (104) hours of management leave with pay during each fiscal year. Members of this bargaining unit may elect to receive cash payment in lieu of leave with pay for not more than fifty-two (52) hours of management leave during each fiscal year.

14.2 The City Manager is authorized to allocate up to two (2) days additional management leave, on an annual basis, to Members authorized to receive management leave, if they have worked above and beyond what would be considered normal work requirements during an emergency event and/or under unique circumstances. The Member has the option of taking the additional management leave in time off or in the form of pay.

14.3 Effective upon ratification, members shall be granted sixteen (16) hours of management leave, which must be used by December 31, 2014. This management leave cannot be cashed out.

14.4 On January 1, 2015, members shall receive sixteen (16) hours of management leave, which must be used by December 31, 2015. This management leave cannot be cashed out.

Section 15. Retirement

15.1 The City shall provide retirement benefits to all members subject to this Memorandum as outlined in Section 14. The single highest year retirement benefit will be provided for as stated in Section 20042 of the Government Code and with 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. For members hired by the City into a position in this bargaining unit or the NPOA bargaining unit on or after January 1, 2012 three-year average on final compensation will be provided for as stated in Government Code Section 20037.

15.2 The City of Napa agrees to participate in the IRC provision (414)(h)(2) (known as Employee Paid Member Contribution (EPMC) allowing employee contributions to CalPERS to be tax-deferred. For the term of this MOU, salary increases will be calculated on base salary including EPMC. Recognizing the potential indirect costs associated with the administration of PERS Conversion (EPMC) in this manner, i.e., ripple effects for future pay adjustments, specialty pays, etc., such costs will be analyzed over the term of this contract. Upon expiration of this MOU, the method of administering PERS Conversion and the resulting basis upon which future salary increases, specialty pays, etc. will be calculated will be a meet-and-confer item.

15.3 The City shall provide the benefit known as Fourth Level 1959 Survivor Benefit pursuant to Government Code Section 21574 effective July 1, 1997. The bargaining unit members agree to pay two dollars ($2.00) per month for this benefit.
15.4 The City will contract with PERS for the Military Service Credit as provided for under Government Code Section 20996. Members are entitled to convert unused accumulated sick leave to service credit as provided for under Government Code Section 20965.

15.5 Effective December 1, 2004, the City will contract with PERS for the "three percent (3%) at age 50" retirement plan as provided for under Government Code Section 21362.2.

For members hired by the City into a position in this bargaining unit or the NPOA bargaining unit 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 in Government Code Section 21363.1. If members of NPOA, hired by the City before January 1, 2012, are promoted to a position within this bargaining unit, they shall be provided retirement benefits as indicated in section 15.5, paragraph 1.

15.6 The following provisions define the agreement between the parties under which bargaining unit members will pay a portion of the City's contribution towards PERS retirement benefits ("Employer Contribution"). The Employer Contribution is established annually by PERS and communicated to the City in October or November of the fiscal year prior to the effective date.

1) The Members have agreed to share (50/50) the Employer contribution when the Employer contribution falls between thirty percent (30.00%) and forty-one percent (41.00%) ("Member Paid Employer Contribution"). The maximum Member Paid Employer Contribution is 5.5% (i.e., 41-30 divided by 2).

2) The parties agree that City will modify its contract with PERS to reflect the Member Payment of the Employer Contribution, which will result in Member Paid Employer Contribution being deposited into the Member's account. This will reduce the Employer Contribution by a percentage equivalent to the Member Paid Employer Contribution.

3) Pursuant to Government Code section 20516, all members will contribute the Member Paid Employer Contribution of an additional 5.5% towards the employer rate effective the pay period closest to the date CalPERS amends the contract.

4) If the Employer Contribution drops below 35.5% (i.e., the Employer Contribution and Member Paid Employer Contribution drop below 41%), the parties will meet to adjust the cost share percentage to comply with 15.6.1.

The City shall deduct the member's entire normal contribution required by PERS ("Normal Contribution") as well as the Member Paid Employer Contribution on a pre-tax basis pursuant to IRC section 414 (h)(2).

In the event that the City is precluded from collecting the Member Paid Employer Contribution or is unable to make the deduction on a pre-tax basis, the parties will immediately meet and confer.
to cure the defect. During that meet and confer process, the City shall reduce its contribution to health insurance by an amount equal to the Member Paid Employer Contribution, with any excess deducted from the member’s paycheck.

The City shall provide MUNPD with a copy of the annual actuarial valuation provided by CalPERS and any other correspondence from CalPERS directly relating to the CalPERS contract covering members within five (5) business days of receipt.

Section 16. Retiree Medical

16.1 The retired member must enroll in a Medicare supplemental insurance program when they become eligible for Medicare. The Medicare supplemental insurance premium, along with the cost of the retiree’s private health plan, will become the new maximum that the City will pay up to in accordance with 16.4.3.

16.2 For those members hired between July 1, 1984 and July 1, 1987 inclusive and who were members of the Management Unit on July 1, 2007, who do not avail themselves of the above provision in Section 15.2, the City will contribute the single party retiree monthly premium Kaiser health insurance rate. This payment shall remain in effect for the life of the retiree only.

16.3 Members who were part of the Unit as of June 30, 2011, shall be permitted to convert no more than the equivalent of one hundred eighty (180) days of unused sick leave to paid-up insurance upon retirement, as described hereinafter.

  a. The City agrees to allow bargaining unit members to convert unused sick leave into single party retiree monthly premium Kaiser health insurance at the rate of one day 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 the second sentence of Section 15.4 above.

16.4 Bargaining unit members upon retirement may receive health premium reimbursement as described herein, provided that the member meets and abides by all of the following qualifications (the following qualifications set forth in sections 16.4.1 through 16.4.3 do not apply to eligible bargaining unit members utilizing Section 16.3 or 16.5):

  16.4.1 The member must have worked for the City a minimum of ten (10) years and taken a service or disability retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City provided the member remains enrolled in an eligible healthcare plan The member must be enrolled in an eligible healthcare plan.

  16.4.2 The full cost of the retired member’s participation in one of the medical plans shall be deducted from the member’s retirement check subject to 16.4.3 (less any PERS-required City contribution, if applicable).
16.4.3 Supplemental Payments

a) A member retiring and who meets the conditions described above will receive a supplemental payment by the City toward the member’s retiree medical coverage of $237 per month. This payment shall remain in effect for the life of the retiree only. The payment shall cease upon death of the retiree, re-employment of the retiree in a capacity where they again are earning a PERS retirement benefit, or the retiree fails to meet the other applicable conditions specified in this section. However, the retiree may elect to use this supplemental payment for another health plan provided they submit documentation that provides proof of paid health insurance coverage to the City of Napa Finance Department (annually) to verify that payments are being used to supplement the retiree’s health care premiums. It will be the retiree’s responsibility to maintain current addresses on record with the City of Napa. If checks are returned from the last designated address without correction from the retiree for more than two months, this shall result in cancellation of the supplemental payment. Appeals for reinstatement and/or back payments shall be made to the Finance Department with a final appeal to the City Manager.

b) The dollar amount of the supplemental payment for retiree health insurance shall be fixed and remain at the rate in effect upon the date of retirement.

c) Members who promoted from the Napa Police Officers’ Association into the Management Unit of the Napa Police Department on or after June 1, 2013, shall not be eligible to receive a supplemental payment by the City towards the member’s retiree medical coverage.

16.5 Members who promoted from the Napa Police Officers’ Association into the Management Unit of the Napa Police Department on or after June 1, 2013 and who were employed by the City of Napa and were a member of NPOA as of June 30, 2012, shall be eligible for the following:

16.5.1 Sick Leave Conversion Benefit. Members who (1) promoted into the Management Unit on or after June 1, 2013; (2) were employed with the City of Napa as of June 30, 2012; and (3) whose combined age-plus-years-of-service with the City of Napa on July 1, 2012 was equal to or greater than 61 are eligible for the sick leave conversion benefit described below. In order for a member to qualify for the sick leave conversion benefit described below, 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 ceases and the employee waives the right to the benefit. Such waiver shall be irrevocable.
Members who meet the eligibility requirements in the paragraph above 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 sick leave for one (1) month's premium, based upon a forty (40) hour workweek, 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 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.

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.

16.5.2 PORAC Retiree Medical Trust.
The Napa Police Officers' Association (NPOA) joined the PORAC Retiree Medical Trust (Trust), the sole purpose of which is to provide funding for medical expenses and health insurance costs for eligible retirees, or qualified family members of eligible retirees as established by the Trust. The City and NPOA agreed that participation in the Trust is the complete and sole responsibility of NPOA. The City shall not have any involvement in the Trust's design, its administration or in the benefits paid, nor shall the City have any responsibility for any actions of the Trust or its trustees or of NPOA with respect to the Trust. NPOA has agreed to indemnify, defend and hold harmless the City, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust.

Members who promoted from the Napa Police Officers' Association into the Management Unit of the Napa Police Department on or after June 1, 2013, shall be eligible to receive the same monthly contribution to the Trust as the City makes on behalf of employees in the unit represented by the NPOA.

Section 17. Residency
Bargaining unit members may reside up to forty-five (45) minutes driving time from the Police Department, observing existing traffic laws.
Section 18. Bereavement Leave

In the event of a death in the immediate family of a member, the member 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. Such bereavement leave shall not be deducted from any accrued leaves including vacation, CTO, 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, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents, and stepchildren where there is a child-rearing relationship. At the request of the City, the member will furnish a death certificate or newspaper announcement and proof of relationship.

Section 19. Body Armor

The City agrees to provide all body armor for all members and shall repair or replace issued body armor in conformance with industry standards and manufacturer’s recommendations. City issued body armor which is regularly used by the unit member to whom it is issued shall be replaced every five (5) years, if requested by the unit member.

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). If an officer chooses to purchase a vest that exceeds the above requirements, the City will reimburse that officer for the cost of said vest, not to exceed three hundred fifty dollars ($350.00).

Issued body armor which is damaged through improper care or use shall be subject to repair or replacement at the member’s expense.

Section 20. Time Off for Management Unit Business

The City agrees to allow a maximum total time off without pay up to forty (40) hours to conduct Management Unit business. Such time off shall be governed by existing vacation notification rules.

Section 21. Americans with Disabilities Act

The City and the Management Unit 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 Management Unit will be advised of any proposed accommodation prior to implementation which is in potential conflict with this Memorandum of Understanding or past practice or any way, hour or working condition. The Management Unit will be afforded the opportunity to consult with the City about the impact of such accommodation(s).

Section 22. Fiscal Emergency

In the event it becomes necessary for the City to use funds from its Emergency Reserves (as defined by City fiscal policy adopted in Fiscal Year budget 2011-2013, which is 12% of the General Fund budgeted operating expenditures) for operational purposes, or in the event of an unanticipated event causing a fiscal crisis, the City shall have the right to reopen the Memorandum of
Understanding for the purpose of negotiating a furlough affecting members covered by this Memorandum of Understanding, after first conducting a public hearing and declaring thereafter that a Fiscal Emergency exists in the City of Napa.

Section 23. Full Understanding
The parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. There shall be no changes in any matter covered by the express provisions of this contract without the mutual consent of the parties. If the City proposes a change in any matter within the scope of representation (as defined by the Meyers-Milias-Brown Act) which is not covered by this Memorandum of Understanding, then the parties agree to meet and confer in good faith prior to the implementation of such change. Except as expressly provided herein, the parties knowingly waive any right they might otherwise have to meet and confer during the term of this Agreement.

Section 24. No Strike, No Lockout
During the term of this Memorandum of Understanding, the City will not lock out any member of this unit and no member of this unit will engage in, cause, or encourage any strike, slow down, concerted refusal to work, or other interruption of the City's operation.

Section 25. Separability
If any provision of this Agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Agreement 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 26. Effective Date
26.1 This Agreement shall become effective upon approval by the City Council of the City of Napa, and upon being signed by the City Manager (or his designee) and the representatives of the Management Unit; provided, however, that unless otherwise specified herein, upon being signed, the effective date of this Memorandum of Understanding shall be January 1, 2014.

26.2 Upon expiration of this Agreement, the terms and provisions herein shall continue in effect from year-to-year unless any party submits to the other at least thirty (30) days prior to the expiration, its initial proposal for alterations or amendments to the Agreement. In event of such notification, the terms and provisions herein shall continue in effect until a successor Agreement is reached in the manner described hereinabove, provided that nothing contained herein prohibits the parties from mutually agreeing to retroactivity of any benefit once a successor agreement is reached.

Section 27. Future Negotiations
Both Parties shall commence the meet and confer process during the first week of September 2015 with respect to an MOU to take effect January 1, 2016.
Section 28. Automobile Allowance

In lieu of utilizing a pool vehicle provided by the City, a member may choose to opt for an auto allowance of two hundred seventy five dollars ($275.00) per month. If there is a change to the City’s Travel Policy during the term of the MOU resulting in an increase for those members eligible for the $275 allowance, the same increase will apply to Management Unit members. A member choosing this option will be responsible for maintenance and insurance of his or her vehicle. The member may submit requests for reimbursement for additional travel expenses in accordance with the City Travel Policy.

Section 29. Performance Bonus

Upon recommendation of the Department Manager and the approval of the City Manager, a member may be granted a performance bonus of two percent (2%), three percent (3%) or five percent (5%) of regular base salary only for special and outstanding performance in accordance with the City’s Administrative Policy entitled “Criteria for Annual Performance Pay System.” Such bonus will be paid in a one-time, lump-sum payment, generally within thirty (30) days of approval, and shall be subject to legal and required tax deductions.

Section 30. Purchase of Firearm at Retirement

Upon retiring with an “Honorable” or “Medical” retirement from the Napa Police Department, and obtaining a Retirement Police ID from the Chief of Police that allows the retiree to carry a concealed weapon in accordance with all applicable Federal and State Laws, the retired member shall be able to purchase the firearm that was issued to him or her from the City of Napa at the fair market value at the time of their retirement.

The retiree shall be responsible to pay for any and all charges relating to the transfer of the firearm from the City of Napa to the retiree. The transfer of the firearm shall take place through a licensed firearms dealer.
This Memorandum of Understanding is executed at Napa, California, by the City of Napa on this 11th day of Sept., 2014 and by the Management Unit of the Napa Police Department this 29th day of August, 2014.

CITY OF NAPA:

Nancy Weiss, Assistant City Manager

Desirée Brun, Assistant to the City Manager

MANAGEMENT UNIT OF THE NAPA POLICE DEPARTMENT:

(Signature)

(Signature)

(Signature)

ATTEST:

DOROTHY ROBERTS, City Clerk

COUNTERSIGNED:

SASHA PAYASHIAN, Deputy City Auditor

APPROVED AS TO FORM:

MICHAEL W. BARRETT, City Attorney
# EXHIBIT A

## RETIREE MEDICAL BENEFITS  
(Criteria for Eligibility)

<table>
<thead>
<tr>
<th>Eligibility Criteria</th>
<th>Lifetime Medical (Section 15.3)</th>
<th>Sick Leave Conversion</th>
<th>Supplemental Payment</th>
<th>Retiree Medical Trust (RMT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hired between 7/1/84 and 7/1/87; and</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>2. A member of the Management Unit on 7/1/07</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Hired on or after 7/1/84; and</td>
<td>No</td>
<td>Yes</td>
<td>OR</td>
<td>Yes</td>
</tr>
<tr>
<td>2. Member of the Management Unit as of 6/30/11</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Employed by the City and a member of NPOA as of 6/30/12; and</td>
<td>No</td>
<td>Yes</td>
<td>AND</td>
<td>No</td>
</tr>
<tr>
<td>2. Promoted from NPOA into the Management Unit on or after 6/1/13</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Employed by the City and a member of NPOA as of 6/30/12; and</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>2. Promoted from NPOA into the Management Unit on or after 6/1/13; and</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Are not eligible to utilize Section 15.6 of this MOU</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Promoted from outside - not a member of NPOA</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>