

CITY PACKAGE PROPOSAL

March 17, 2014

This Tentative Agreement (TA) is subject to Council adoption and Management Unit of the Napa Police Department (MUNPD) ratification, and each party shall recommend the adoption of this TA to their respective constituents. All City and MUNPD proposals not specifically referred to herein are withdrawn by each party.

Upon Council adoption and MUNPD ratification, the TA language is binding and modifies the prior 2011-2013 MOU between the parties (City of Napa Agreement No. 2012-115); all provisions in the prior MOU not modified by this TA remain in effect. The parties will create a final successor MOU document which incorporates all TA language and prior MOU provisions; non-substantive clean-up language may also be included, subject to mutual agreement.

| MOU SECTION | CITY PROPOSAL |
|----------------------------------|--|
| Term (2) | 2 years, 1/1/14- 12/31/15 |
| Compensation (3) | <p>Maintain the current differential and no COLAs; OR</p> <p>Implement COLAs and delete Exhibit A (differential calculations). Salary increases will be effective with the pay periods beginning on the following dates:</p> <p>Effective the beginning of the pay period following ratification by MUNPD and upon adoption by the City Council, whichever occurs later = 1.25%</p> <p>7/05/14 = 1.25%</p> <p>1/03/15 = 1.25%</p> <p>7/04/15 = 1.25%</p> <p>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.</p> |
| Holiday/Holiday Pay (5.1) | Increase Christmas Eve holiday to 8 hours. |
| Vacation (6.3) | <p>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 and who receive City Manager approval, may cash out annually up to 80 hours of vacation.</p> |

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| Management Leave (13) | <p>City agrees to add the following language to the MOU:</p> <p>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.</p> <p>Effective upon ratification members shall be granted sixteen (16) hours of management leave, which must be used by December 3, 2014. This management leave cannot be cashed out.</p> <p>On January 1, 2015, members shall receive sixteen (16) hours of management leave, which must be used by December 31, 2013. This management leave cannot be cashed out.</p> |
| PERS Cost Share (14) | <p>The City is willing to process a PERS contract amendment with a formula modification that adds protection to the City should the rates drop, including the ability to re-negotiate the formula to protect the City's contribution. (i.e., the cost-sharing formula would be 50% of the total employer and employee rate between 30 and 41%).</p> <p style="text-align: right;">Draft language to follow</p> |
| Sick Leave/Sick Leave Conversion (15) | <p>Per City's proposal dated 12/2/13. Parties agree to meet to further refine language in this section, to be incorporated into the 2013-2015 MOU.</p> |
| Bereavement Leave (17) | <p>Add registered domestic partner, brother-in-law, sister-in-law, and stepparents to definition of immediate family.</p> |

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| Body Armor (18) | <p>Add language presented in red below:</p> <p>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.</p> <p>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).</p> <p>Issued body armor which is damaged through improper care or use shall be subject to repair or replacement at the member's expense.</p> |
| Purchase of Firearm at Retirement (NEW) | <p>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.</p> <p>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.</p> |
| General Clean-up | <p>Remove/revise obsolete date references, PEPRA language for Members in the 3rd tier, etc.</p> |

Any items/provisions not explicitly addressed in this package proposal remain status quo.

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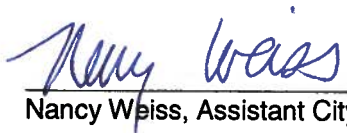
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For MUNPD:

For the City:




Jeff Trendly, Chief Negotiator



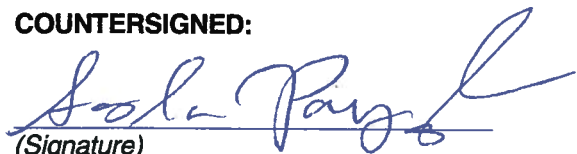
Nancy Weiss, Assistant City Manager

ATTEST:



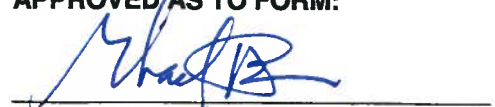
(Signature)
DOROTHY ROBERTS, City Clerk

COUNTERSIGNED:



(Signature)
SASHA PAYASLIAN, Deputy City Auditor

APPROVED AS TO FORM:



(Signature)
MICHAEL W. BARRETT, City Attorney