

RESOLUTION R2020-008

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, APPROVING REVISIONS TO COMPENSATION AND BENEFITS FOR CITY UNREPRESENTED MANAGEMENT STAFF, CONSISTENT WITH THAT IMPLEMENTED FOR THE ADMINISTRATIVE, MANAGERIAL, AND PROFESSIONAL EMPLOYEES (AMP) PER THEIR MEMORANDUM OF UNDERSTANDING FOR THE TERM JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

WHEREAS, on November 20, 2012, the City Council adopted Resolution R2012-142 tying the compensation and benefits for Unrepresented Management Staff to the Administrative, Managerial, and Professional (AMP) employees Memorandum of Understanding for the term July 1, 2012 through December 31, 2013; and

WHEREAS, on April 1, 2014, the City Council adopted Resolution R 2014-35 tying the compensation and benefits for Unrepresented Management Staff to the Administrative, Managerial, and Professional (AMP) employees Memorandum of Understanding for the term January 1, 2014 through December 31, 2015; and

WHEREAS, on January 16, 2016, the City Council adopted Resolution R 2016-1 tying the compensation and benefits for Unrepresented Management Staff to the Administrative, Managerial, and Professional (AMP) employees Memorandum of Understanding for the term January 1, 2016 through December 31, 2017; and

WHEREAS, on December 19, 2017, the City Council adopted Resolution R 2017-176 tying the compensation and benefits for Unrepresented Management Staff to the Administrative, Managerial, and Professional (AMP) employees Memorandum of Understanding for the term January 1, 2018 through December 31, 2019; and

WHEREAS, on December 26, 2019 the City and AMP reached a Tentative Agreement on a Successor Memorandum of Understanding for the term of January 1, 2020 through December 31, 2022; and

WHEREAS, on January 10, 2020 the AMP membership ratified the Tentative Agreement; and

WHEREAS, on January 21, 2020, the City Council adopted the AMP Tentative Agreement for a Successor Memorandum of Understanding for the term January 1, 2020 through December 31, 2022, and authorized the City Manager to finalize a successor Memorandum of Understanding ("MOU") to implement the terms of the Tentative Agreement; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this resolution are true and correct, and establish the factual basis for the City Council's adoption of this resolution.

2. The compensation and benefits previously provided to the City Unrepresented Management Staff, pursuant to Resolution R 2017- 176 is hereby repealed and replaced with the compensation and benefits set forth herein.

3. The City Council hereby approves a one-time lump sum payment for City Unrepresented Management Staff in the amount of \$354 to be paid on the paycheck issued January 31, 2020; and

4. Members of the City Unrepresented Management Staff shall receive compensation and benefits pursuant to the terms of the AMP MOU as modified by the Tentative Agreement referenced in the recitals to this resolution, for the term of January 1, 2020 through December 31, 2022, with the specific exception of the grievance procedure. The Tentative Agreement is attached hereto as Exhibit "A", and incorporated herein by reference.

5. "City Unrepresented Management Staff" (as used in this Resolution), shall include each of the following positions: Assistant City Attorney, Deputy City Attorney, Deputy City Manager and Community Relations and Media Manager.

6. This Resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 21st day of January 2020, by the following vote:

AYES: Alessio, Sedgley, Gentry, Luros, Techel

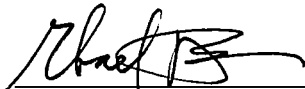
NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:   
Tiffany Carranza  
City Clerk

Approved as to form:

  
Michael W. Barrett  
City Attorney

**EXHIBIT 'A'**

**CITY and AMP PROPOSAL TENTATIVE AGREEMENT PACKAGE  
December 26, 2019**

This Tentative Agreement (TA) is subject to Council adoption and Administrative, Managerial and Professional Employees Unit (AMP) ratification, and each party shall recommend the adoption of this TA to their respective constituents. All City and AMP proposals not specifically referred to herein are withdrawn by each party.

Upon Council adoption and AMP ratification, the TA language is binding and modifies the prior 2018-2019 MOU between the parties (City of Napa Agreement No. 2017-396) 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                               | PROPOSAL   |                                |                  |                                |                 |                             |                               |                 |                       |                  |  |
|---|--|--------------------------------|------------------|--------------------------------|-----------------|-----------------------------|-------------------------------|-----------------|-----------------------|------------------|--|
| <b>Term<br/>(Section 2)</b>               | 3 years, 1/1/20 to 12/31/22  |                                |                  |                                |                 |                             |                               |                 |                       |                  |  |
| <b>Compensation<br/>(Section 3)</b>       | <p>Survey: Adjust benchmarks to be within 5% above/below Labor Market Median.</p> <p>One-time lump sum payment of \$265 per Member, to be issued on the 1/31/20 paycheck. The lump sum is an average representative increase of COLA starting on 12/28/19, for two pay periods.</p> <p>Adjustments for COLA and 9 benchmark classifications will be effective with the pay periods shown below:</p> <p>1/25/20 = 3.0%<br/>                     12/26/20 = 3.0%<br/>                     12/25/21 = 3.0%<br/>                     2/8/20 = Benchmark adjustments for nine (9) classifications under market:</p> <table border="0"> <tr> <td>Deputy Chief Building Official</td> <td>Property Manager</td> </tr> <tr> <td>Deputy Director – Public Works</td> <td>Records Analyst</td> </tr> <tr> <td>Deputy Director – Utilities</td> <td>Revenue Operations Supervisor</td> </tr> <tr> <td>GIS Coordinator</td> <td>Senior Civil Engineer</td> </tr> <tr> <td>Planning Manager</td> <td></td> </tr> </table> | Deputy Chief Building Official | Property Manager | Deputy Director – Public Works | Records Analyst | Deputy Director – Utilities | Revenue Operations Supervisor | GIS Coordinator | Senior Civil Engineer | Planning Manager |  |
| Deputy Chief Building Official            | Property Manager   |                                |                  |                                |                 |                             |                               |                 |                       |                  |  |
| Deputy Director – Public Works            | Records Analyst  |                                |                  |                                |                 |                             |                               |                 |                       |                  |  |
| Deputy Director – Utilities               | Revenue Operations Supervisor  |                                |                  |                                |                 |                             |                               |                 |                       |                  |  |
| GIS Coordinator                           | Senior Civil Engineer  |                                |                  |                                |                 |                             |                               |                 |                       |                  |  |
| Planning Manager                          |  |                                |                  |                                |                 |                             |                               |                 |                       |                  |  |
| <b>Health and Welfare<br/>(Section 4)</b> | <p>Health cap maintained at 2015 City cap or 85% Kaiser premium whichever is greater</p> <p>Dental: Rounded dollar amounts</p> <p>Health-in-lieu:</p> <ul style="list-style-type: none"> <li>• Language change from "... provided by the City through a spouse, registered domestic partner or parent or other source..."</li> <li>• No change to City contribution</li> </ul> <p>Delete Sections 4.5, 4.7 obsolete</p>  |                                |                  |                                |                 |                             |                               |                 |                       |                  |  |
| <b>Health and Welfare<br/>(Section 4)</b> | <p>In the event, the City participates in an optional health care plan that includes a Health Saving Account (HSA), premium savings between the City Kaiser HMO contribution and the optional HSA compliant plan will be contributed into the participating employee's HSA account.</p>  |                                |                  |                                |                 |                             |                               |                 |                       |                  |  |

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| <b>MOU SECTION</b>                                | <b>PROPOSAL</b>  |
|---|--|
| <b>Tuition Reimbursement (Section 5)</b>          | Payment will be made in the fiscal year the approved course is completed.  |
| <b>Bilingual Pay (Section 6)</b>                  | Rename section to Specialty Pay and include Bilingual and City Surveyor pays in the section.   |
| <b>City Surveyor - NEW</b>                        | City Surveyor to be paid a 5% premium pay.   |
| <b>Safety Shoe Allowance (Section 7)</b>          | Add language similar to NCEA MOU – no longer an allowance, City provides vouchers.<br>Added proration language for initial allowance based on hire date.           |
| <b>Retirement Health Savings Account</b>          | During the term of this agreement, the City and AMP agree to discuss implementing a Retirement Health Savings Account.   |
| <b>Retirement (Section 8.11)</b>                  | Update table with new normal cost of 6.75% and Total Member Contribution of 11.25% for Members in the PERS Tier 3 Retirement formula (PEPRA).                      |
| <b>Management Leave (Section 10)</b>              | All Members granted 104 hours per calendar year. Members currently allocated 80 hours will have the additional 24 hours allotted on the January 31, 2020 paycheck. |
| <b>Vacation Accrual Cap (Section 11.1)</b>        | Threshold to cash out up to 40 hours of vacation leave is 200-279 hours.   |
| <b>Holidays (Section 20)</b>                      | Revert to Columbus Day holiday; New Year's Eve Day no longer a holiday.  |
| <b>Grievance Procedure (NEW)</b>                  | Added Grievance Procedure to MOU.  |
| <b>CLEAN UP ITEMS</b>                             |  |
| <b>Retirement Survivors Benefit (Section 8.5)</b> | Delete reference to monthly amount since it changes every year.  |

EXHIBIT 'A'

City of Napa & AMP

2019 Successor MOU Negotiations

**CITY and AMP PROPOSAL TENTATIVE AGREEMENT PACKAGE**

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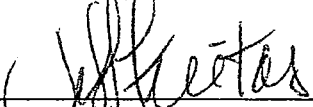
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|   |   |
|---|---|
| <b>Retirement Survivors Benefit (Section 8.11(5))</b> | Delete Section; ACA makes it obsolete.          |
| <b>MOU SECTION</b>                                    | <b>PROPOSAL</b>                                 |
| <b>Acting Pay (Section 17.1.b)</b>                    | Included PERS language regarding 960-hour limit |
| <b>Effective Date (Section 31)</b>                    | Date clean up                                   |

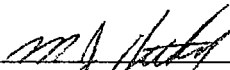
For AMP:



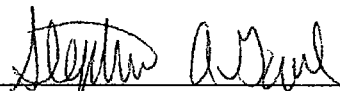
Gus Ulloth, AMP President



Jeff Freitas, AMP Vice President

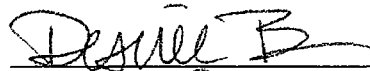


Michael Hether, AMP Secretary

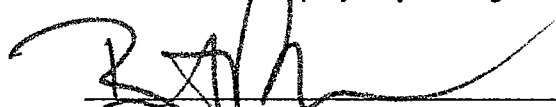


Stephanie Gaul, AMP Board Member

For City:



Desiree Brun, Deputy City Manager



Bret Prebula, Finance Director