MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF NAPA

and

NAPA CITY FIREFIGHTERS ASSOCIATION

IAFF, LOCAL 3124, AFL-CIO

for July 1, 2021 through June 30, 2024
**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>TERM</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>COMPENSATION</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>OVERTIME</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>CALL BACK</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>CITY AUTHORITY</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>OES ENGINE</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>WORK SCHEDULE</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>EMT CERTIFICATION</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>EDUCATIONAL INCENTIVE</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>FIREFIGHTER/PARAMEDICS</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>UNIFORM ALLOWANCE</td>
<td>11</td>
</tr>
<tr>
<td>13</td>
<td>PATCHES</td>
<td>11</td>
</tr>
<tr>
<td>14</td>
<td>HOLIDAYS</td>
<td>12</td>
</tr>
<tr>
<td>15</td>
<td>HOLIDAY PAY</td>
<td>12</td>
</tr>
<tr>
<td>16</td>
<td>SUBSTITUTE WORK</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>VACATION</td>
<td>12</td>
</tr>
<tr>
<td>18</td>
<td>OUT OF CLASS PAY</td>
<td>13</td>
</tr>
<tr>
<td>19</td>
<td>DUES DEDUCTION</td>
<td>14</td>
</tr>
<tr>
<td>20</td>
<td>INSURANCE</td>
<td>14</td>
</tr>
<tr>
<td>21</td>
<td>DEFERRED COMPENSATION</td>
<td>15</td>
</tr>
<tr>
<td>22</td>
<td>RETIREMENT</td>
<td>16</td>
</tr>
<tr>
<td>23</td>
<td>JURY DUTY</td>
<td>17</td>
</tr>
<tr>
<td>24</td>
<td>SICK LEAVE</td>
<td>17</td>
</tr>
<tr>
<td>25</td>
<td>BEREAVEMENT LEAVE</td>
<td>20</td>
</tr>
<tr>
<td>26</td>
<td>LEAVE OF ABSENCE</td>
<td>20</td>
</tr>
<tr>
<td>27</td>
<td>UNAUTHORIZED ABSENCE</td>
<td>21</td>
</tr>
<tr>
<td>28</td>
<td>PHYSICAL EXAMS</td>
<td>21</td>
</tr>
<tr>
<td>29</td>
<td>PHYSICAL FITNESS</td>
<td>21</td>
</tr>
<tr>
<td>30</td>
<td>RESIDENCY</td>
<td>22</td>
</tr>
<tr>
<td>31</td>
<td>PROFESSIONALIZATION</td>
<td>22</td>
</tr>
<tr>
<td>32</td>
<td>RULES AND REGULATIONS</td>
<td>22</td>
</tr>
<tr>
<td>33</td>
<td>NCFA BUSINESS</td>
<td>22</td>
</tr>
<tr>
<td>34</td>
<td>EMPLOYEE RECOGNATION</td>
<td>23</td>
</tr>
<tr>
<td>35</td>
<td>GRIEVANCE PROCEDURE</td>
<td>23</td>
</tr>
<tr>
<td>36</td>
<td>MANAGEMENT RIGHTS</td>
<td>25</td>
</tr>
<tr>
<td>37</td>
<td>AMERICANS WITH DISABILITIES ACT</td>
<td>26</td>
</tr>
<tr>
<td>38</td>
<td>FISCAL EMERGENCY</td>
<td>26</td>
</tr>
<tr>
<td>39</td>
<td>NO STRIKE, NO LOCKOUT</td>
<td>26</td>
</tr>
<tr>
<td>40</td>
<td>FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT</td>
<td>26</td>
</tr>
<tr>
<td>41</td>
<td>FULL UNDERSTANDING</td>
<td>27</td>
</tr>
<tr>
<td>42</td>
<td>SEPARABILITY</td>
<td>27</td>
</tr>
<tr>
<td>43</td>
<td>EFFECTIVE DATE</td>
<td>28</td>
</tr>
</tbody>
</table>
The City of Napa (City) recognizes the Napa City Firefighters Association, International Association of Fire Fighters, Local 3124, AFL-CIO (NCFA or Association) as the exclusive representative and bargaining agent for all Fire Department employees in the Firefighter, Firefighter/Paramedic and Fire Captain classifications. The City agrees to meet and confer with the designated representatives of the Association on all matters subject to meet and confer pursuant to the Meyers-Milias-Brown Act (Government Code section 3500 et seq.). As a result of meet-and-confer sessions, the City and NCFA have agreed to the following:

**Section 1. Definitions**

"Association" shall mean the Napa City Firefighters Association, IAFF Local 3124, AFL-CIO; which may also be referred to herein as "NCFA," or "union."

"Department Safety Committee" shall mean the group of City of Napa Fire Department employees designated by the Fire Chief and members designated by the Association President to review and make recommendations regarding safety issues.

"Fire Chief" shall mean the City of Napa Fire Chief or his/her designee; who may also be referred to herein as "Chief," "Fire Department," "Department," "Fire Administration," or "Administration."

"Member" shall mean an employee in a classification of Firefighter, Firefighter/Paramedic, or Fire Captain, who is a member of the Napa City Firefighters Association.

"MOU" shall mean this Memorandum of Understanding, which may also be referred to herein as "Agreement."

"SOP" shall mean the Napa Fire Department Standard Operating Procedures approved by the Fire Chief; which may be referred to herein as "Standard Operating Procedures" or "Fire Department Procedures."

"SOP Committee" shall mean the group of City of Napa Fire Department employees designated by the Fire Chief and members designated by the Association President to review and make recommendations regarding proposed changes to the SOP.

**Section 2. Term**

The term of this Memorandum of Understanding shall be July 1, 2021 through June 30, 2024.

**Section 3. Compensation**

3.1 **Base Salaries and Total Compensation**

During the term of this MOU, salary increases will be effective during the pay period which includes the dates outlined below:

a. The base salaries for members are set forth in Exhibit "A" which is attached hereto and made part of this Memorandum of Understanding. Exhibit "A" includes members' base salaries and will reflect a two percent (2.0%) increase effective the pay period which includes 7/01/22.

b. Effective the pay period which includes 7/01/23, base salaries shall be increased by three percent (3.0%).

3.2 The base salary of members in the Firefighter/Paramedic classification shall be ten percent (10%) greater than the base salary in the Firefighter classification. The base salary for Fire Captain shall be ten percent (10%) greater than the base salary in the Firefighter/Paramedic classification.
3.3 Survey Agencies/Survey Methodology

(a) It is the intent of the City to maintain salaries and benefits at a level that attracts and retains quality employees. The parties agree that surveys of the wages and benefits of Firefighters performing comparable work for comparable agencies provide information useful in ensuring that the City continues to meet this goal for the members.

(b) The City and Association agree that the following survey agencies constitute a reasonable universe for future wage and benefit surveys for the members: Fairfield, Hayward, Livermore-Pleasanton, Newark, Petaluma, Richmond, Santa Rosa, Vacaville, and Vallejo.

(c) The City and Association agree that the following data points constitute a reasonable basis for determining total compensation for employees performing comparable work for comparable agencies:

   (1) Direct Pays:
       • Top-step monthly salary
       • Employee PERS contribution paid by Employer
       • Employer contribution to deferred compensation, including to Health Reimbursement Arrangements (HRAs)
       • Educational incentives and certificate pay
       • EMT Pay
       • Holiday pay
       • Uniform allowance

   (2) Longevity Pays:
       • If the EMT pay has a longevity component, the benefit for a fifteen-year veteran of the agency shall be the amount used.
       • Longevity pay (equal to the benefit for an employee with fifteen (15) years of service).

   (3) Health and Welfare Benefit Costs (Maximum provided by the agency):
       • Medical
       • Dental
       • Vision

   (4) Life insurance premium.

Surveys performed on these data points will be informational only and will be used to inform future salary negotiations to keep salaries competitive. Nothing in this section is intended to create a compensation formula applicable to future negotiations.
3.4 The term of the “A 1” Step shall be six (6) months. The term of the “A 2” step shall be six (6) months. The term of the remaining steps shall be one year.

3.5 Specialty Pay

(a) Members assigned to the specialty assignments listed below shall receive additional compensation in the amounts listed below for the duration of the assignment.

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apparatus Specialist</td>
<td>Three percent (3.0%) of member’s monthly base salary</td>
</tr>
<tr>
<td>Shift Fire Investigator (up to two positions per shift)</td>
<td>Three percent (3.0%) of member’s monthly base salary</td>
</tr>
<tr>
<td>Hazardous Material Team</td>
<td>Four percent (4.0%) of member’s monthly base salary</td>
</tr>
<tr>
<td>Apparatus Specialist (Fire Staff Premium)</td>
<td>Three percent (3.0%) of member’s monthly base salary</td>
</tr>
<tr>
<td>Technical Rescue Specialist</td>
<td>Three percent (3.0%) of member’s monthly base salary</td>
</tr>
<tr>
<td>Water Rescue Technician</td>
<td>Three percent (3.0%) of member’s monthly base salary</td>
</tr>
<tr>
<td>Tactical Medic</td>
<td>Three percent (3.0%) of member’s monthly base salary</td>
</tr>
<tr>
<td>Designated Infection Control Officer</td>
<td>Two percent (2.0%) of member’s monthly base salary</td>
</tr>
<tr>
<td>Fitness Coordinator</td>
<td>Two percent (2.0%) of member’s monthly base salary</td>
</tr>
</tbody>
</table>

(b) Specialty pays are additive up to a maximum of 6% of a member’s monthly base salary.

(c) All members receiving specialty pays are subject to bid restriction (shift and station), and the Department may transfer individuals receiving specialty pay for the good of the Department.

(d) Members remain responsible for completing any and all training required to meet and maintain the qualifications for appointment to specialty positions. Initial training is considered “attendance at training facilities and schools which is not required by Napa Fire Department” for purposes of Section 4.4.

(e) The Fire Chief will evaluate all specialty team composition prior to October 1, 2019. Thereafter the Fire Chief may evaluate specialty team composition every five (5) years.

(f) If the City proposes to eliminate any or all of the specialties noted above during the term of the Memorandum of Understanding, the City shall notice the Local of the City’s intent, and the parties shall meet and confer regarding such action(s), up to and including mediation, fact finding and arbitration.

3.6 Such specialty pay shall be in addition to, but not part of, base pay, and shall be limited to the member’s period of such assignment.

3.7 40 Hour Assignments
The City agrees to continue to provide 40-hour assignment pay to members assigned to a 40-hour work week to perform their duties. This pay also applies to long-term assignments of at least ninety (90) days; however, the pay is limited to the term of such assignment. This pay does not apply to members assigned to a fifty-six (56) hour work week who are placed on modified duty.

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

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

3.8 Bilingual Pay

The City agrees to administer a bilingual (Spanish) proficiency examination and to certify members who pass the proficiency examination. Bilingual-certified members may bid for designated positions in order of department seniority. Members may be designated by the Fire Chief to receive bilingual pay and will receive such pay. The Fire Chief may require that members receiving the differential pay be reviewed every three (3) years. The member will receive a bilingual pay differential of two percent (2%) of the member’s monthly base salary for the duration of the assignment.

Section 4. Overtime

For purposes of computing Fair Labor Standards Act (FLSA) overtime, upon implementation of the bi-weekly pay cycle, the City shall use a twenty-eight (28) day work cycle as defined in the FLSA. Administration of overtime shall be governed by Napa Fire Department Standard Operating Procedures, S.O.P. No. 401.09. The City agrees to compensate all members for all overtime worked, whether emergency or non-emergency, as follows:

4.1 For hours worked that constitute overtime under the FLSA, overtime pay shall be granted in accordance with the FLSA.

4.2 For hours worked that do not constitute overtime under the FLSA but constitute overtime under this MOU or any City ordinance, policy or regulation, the City shall compensate the member with overtime pay or compensatory time off (CTO) at a rate of one and one-half (1-1/2) times the base salary, on the following basis:

(a) For all members assigned to a fifty-six (56) hour work week, overtime pay shall equal one and one-half (1-1/2) times the base salary computed at the fifty-six (56) hour rate.

(b) For all members assigned to a forty (40) hour work week, one and one-half (1-1/2) times the base salary computed at the forty (40) hour rate.

4.3 Members may earn compensatory time off (CTO) in lieu of payment for overtime consistent with the following:

(a) Members may earn CTO at the rate of one and one-half (1½) hours of CTO for each overtime hour worked. For example, if an individual works a full twenty-four (24) hour overtime shift, he or she may elect to earn: (1) overtime at time and one-half, (2) thirty-six (36) hours of CTO for working that shift, or (3) a combination of overtime and CTO.
(b) Members assigned to a fifty-six (56) hour workweek may earn up to a maximum of one hundred forty-four (144) hours of CTO in a calendar year. Once a member reaches the one hundred forty-four (144) hour cap for the calendar year any subsequent overtime hours worked will be on a payment only basis. Members shall not have the ability to continuously use and accrue up to the 144 hours during the calendar year.

(c) Members assigned to forty (40) hour workweek may accrue up to a maximum of one hundred (100) hours of CTO. Any member who has accrued more than one hundred (100) hours of CTO must use CTO to reduce their CTO bank below one hundred (100) hours before he or she can earn additional CTO.

(d) All remaining CTO hours shall be paid off in the last paycheck of each calendar year.

(e) When a bargaining unit member promotes to another bargaining unit, all remaining CTO hours will be paid off in the pay period in which the promotion occurs.

(f) CTO shall be scheduled using the vacation scheduling SOP. CTO shall be used in minimum of one-half (1/2) hour increments.

(g) Compensatory time off earned after the end of the close of the pay period associated with the last paycheck of the calendar year will be carried over into the following calendar year. For example, the pay period associated with the last paycheck in 2018 ends on December 14, 2018. Therefore, any compensatory time off earned after December 14, 2018 will be associated with tax year 2019.

4.4 Notwithstanding the foregoing, training shall be done during regular duty time when practicable. Attendance at training facilities and schools which is not required by the Napa Fire Department but which may incidentally improve the member's performance or prepare the member for advancement, will not be counted as hours worked, except for normally assigned working hours which occur during such training, even though the City may pay all or part of the cost for such training. All such training will be considered voluntary under the provisions of the Fair Labor Standards Act and will require the member's written acknowledgment of that fact.

Section 5. Call Back

Members shall be subject to mandatory call backs initiated according to the Napa Fire Department Standard Operating Procedures, wherein off-duty members are ordered, under penalty of disciplinary action, to return to duty, as follows:

5.1 Emergency Recall

Whenever a member returns to duty from an off-duty status to supplement on-duty staffing during emergency incidents in conformance with Fire Department Procedures, that member shall be entitled to overtime compensation for all hours worked upon such return to duty. There shall be a three (3) hour minimum compensation for such call back. When more than one (1) such emergency recall occurs simultaneously or when another incident occurs and returning members have not been released from the initial incident, those incidents shall be considered as a single call back event for purposes of determining minimum overtime compensation. When another incident occurs after returning members have been released from the initial incident, such additional incident shall be considered an additional call back event for purposes of determining minimum overtime compensation.

5.2 Unscheduled Overtime
Whenever a member is required to return to duty for non-emergency reasons (i.e. special training, program meetings, special projects, etc.) without adequate prior notice, that member shall be entitled to overtime compensation for all hours worked upon such return to duty. There shall be a three (3) hour minimum compensation for such call back. Adequate prior notice shall be defined as five (5) calendar days.

5.3 Scheduled Overtime

Whenever a member is required to return to duty for non-emergency reasons (i.e. special training, program meetings, special projects, etc.) with five (5) or more calendar days prior notice, that member shall be entitled to overtime compensation for all hours worked upon such return to duty. There shall be a one (1) hour minimum compensation for such call back.

5.4 Contiguous Overtime

Any overtime worked as an extension of a regular tour of duty shall not be considered call back and shall not be subject to the minimum compensation amounts provided above. Contiguous overtime is considered overtime worked either immediately prior to or immediately following the regular tour of duty.

5.5 Overtime Compensation

Except as provided above, overtime shall be computed in one-half (1/2) hour increments. For purposes of this Section only, once a member works sixteen (16) minutes or more he/she will be credited with an additional one-half (1/2) hour.

5.6 Voluntary Return

Off-duty members who voluntarily return to duty during an emergency according to Napa Fire Department Standard Operating Procedures shall receive a minimum of one (1) hour pay for returning. Overtime compensation will begin upon the off-duty member's arrival at the prescribed workplace.

Section 6. City Authority

NCFA agrees that all shift filling and overtime when ordered by the City is mandatory.

Section 7. OES Engine

Relative to the Agreement with the State of California on the OES Engine, the City agrees to the following:

7.1 Members required to respond to duty as a result of the OES Engine contract between the State of California and the City of Napa, will be paid by the City for all time actually worked after reporting to the station at his/her normal rate of pay, until they are relieved of their OES Engine responsibilities and have been released from duty.

7.2 The City of Napa reserves the right to assign members to OES Engine duty in accordance with Napa Fire Department S.O.P #403.11.

7.3 The City of Napa reserves the right to cancel the contract between the City and the State at any time without prior notice or approval or meeting and conferring between the City and NCFA.
7.4 If not otherwise provided herein, the City reserves all its management rights to operate and administer the OES Engine.

Section 8. Work Schedule

8.1 Members are assigned to one of two work schedules. Most members are assigned to a twenty-four (24) hour shift based on an average fifty-six (56) hour per week schedule. Other members are assigned to a forty (40) hour work week, consisting of four (4) ten (10) hour days per week, or five (5) eight (8) hour days per week, at the member’s option.

8.2 Shift Assignment

The twenty-four (24) hour work shift (average fifty-six (56) hours per week) schedule consists of the “forty-eight-nine-six” (48/96) format, with members working two (2) shifts in six (6) days.

Forty (40) Hour Assignment

The forty (40) hour assignment shall consist of either four (4) ten (10) hour days per week (the workday commences at 0700 hours and concludes at 1730 hours with one-half (1/2) hour unpaid lunch period) or five (5) eight (8) hour days per week (the workday commences at 0800 hours with either a one-half (1/2) hour or one (1) hour unpaid lunch period). Exceptions to the above may be granted by mutual agreement of the supervisor and the member, with final approval by the Fire Chief.

8.3 Work and Holiday Schedule

(a) Work Schedule. The officers should schedule “normal activities” from 0800 to 1700 hours. It shall continue to be the practice to schedule night drills, public education and any other Department-related activities as deemed necessary. When these activities occur outside the normal work schedule hours, the company officer shall make every effort to rearrange the schedule in order to conform to the daily work hours allotted for routine work.

(b) Holiday Schedule. On City recognized holidays, the schedule shall be assigned by the Company Officer, with the concurrence of the Battalion Chief. Normally from 0800 to 1700 hours, members are expected to complete emergency readiness/preparedness, station maintenance and physical fitness.

8.4 Modified Duty

Member(s) assigned to a less strenuous work activity, due to illness or disability originating on or off the job, shall continue to receive the member’s base salary and fringe benefits. Such less-strenuous activity shall be within the Fire Department and consistent with the needs of the Fire Department and recommendations of the member’s physician.

8.5 Shift/Station Assignments

Shift and station assignments shall be in accordance with Napa Fire Department S.O.P. #401.16.

8.6 Modified Work Schedules for 40-Hour Members

The City agrees to consider implementing modified work schedules (i.e. 4-10, 9-80, flex time) for members assigned to a forty (40) hour work week, at the request of the member(s) or at the initiative of the City. Requests made by member(s) shall not be binding upon other member(s). Initiatives of the City shall not be used to alter a Monday-Friday workweek for those members who normally have that workweek. Modified work schedules are subject to the approval of the Fire Chief and the City
Manager, with the needs of the City, service to the public and the needs of the member(s) being considered.

8.7 Staffing

The City does not anticipate reductions in current minimum staffing levels of eighteen (18) fire personnel on duty per day (17 members plus a qualified duty chief) and three (3) fire personnel per engine or truck company, and two (2) fire personnel per squad.

The above minimum staffing levels includes 3 Captains, in permanent captain positions. The minimum staffing does not include a Captain in an Acting Battalion Chief role.

The City will maintain a ratio of one (1) Paramedics to each Advanced Life Support (ALS) Unit.

If reductions in these staffing levels are contemplated during the term of this Agreement, the City agrees to meet and confer on the impacts of staffing level changes.

8.8 Limited-Term Staffing

Except as provided in the Napa Fire Department's SOP, the City agrees that maintaining Fire Department minimum staffing shall be accomplished without the use of Extra Help ("Reserve") Appointees.

Section 9. EMT Certification

Members shall maintain certification through the Department's "in-house" training program. The City shall continue to offer the "in-house" training program.

Section 10. Educational Incentive

The parties agree that the educational incentive program will be as follows:

(a) Newly hired members shall not be entitled to receive educational incentive pay until they have successfully completed their probationary period.

(b) For the purpose of computing unit credits, the following formula will be used:

Quarter Hours times 2 divided by 3 = Semester Hours

EXAMPLE: 3 Quarter Hours = 2 Semester Hours

Unit credits for Fire Service related studies are as follows:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Unit Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>1/2 Unit</td>
</tr>
<tr>
<td>18</td>
<td>1 Unit</td>
</tr>
<tr>
<td>36</td>
<td>2 Units</td>
</tr>
</tbody>
</table>

(c) The City shall pay an educational incentive to each member who has demonstrated completion of a job related course of study for an approved major degree, which shall include Fire Science, Public Administration, Business Administration, or other such job-related course of study from an accredited institution of higher learning (accredited by the Western Association of Schools and Colleges and subject to the review and approval of the Fire Chief and City Manager). The amount of the educational incentive shall be one of the following:
30 semester units $100 per month for employees hired before July 1, 2018. Employees hired on or after July 1, 2018 receive only the AA/AS and BA/BS benefit.

AA/AS Degree $164/month
BA/BS Degree $197/month

10.2 California State Fire Training Certificate Pay

a. State Fire Officer/Company Officer Certificate Program

A member who has received the State Fire Officer/Company Officer Certification on or before July 1, 2017 will continue to receive one hundred dollars ($100.00) per month specialty pay.

b. State Fire Training Level 2 Fire Officer/Company Officer Certificate Program

1. Effective upon signature by NCFA and City, any member who meets the following conditions will be entitled to $50/month pay for a period of up to 24 months (2 years).
   i. Successful completion of the didactic portion (required coursework) of the State Fire Training Level 2 Fire Officer/Company Officer Certificate Program.
   ii. At least three (3) years' experience as a paid firefighter.
   iii. The member will have up to 24 months (two years) to complete the Task Book required for the State Fire Training Level 2 Fire Officer/Company Officer Certificate Program, including completion of the City of Napa requirements to become an acting Captain.

Employees have no property interest in the $50/month pay and the pay will cease when the employee achieves the State Fire Training Level 2 Fire Officer/Company Officer Certificate (subsection (2), below) or after 24 months, whichever comes first.

Because the $50/month pay is paid before the member has completed all coursework in the program, the parties understand that it does not meet the definition of Educational Incentive Pay and will not be reported to CalPERS.

2. The City shall pay $100/month pensionable certificate pay to any member who successfully completes the didactic portion (required coursework) and the Task Book required for the State Fire Training Level 2 Fire Officer/Company Officer.

3. A member may earn pay for either the State Fire Training Level 2 Fire Officer/Company Officer Certificate or the State Fire Officer/Company Officer Certification but not both.

c. State Fire Chief Officer/Chief Fire Officer Certification Program

A member who has received the State Fire Chief Officer/Chief Fire Officer Certification on or before July 1, 2017 will be entitled to an additional fifty dollars ($50.00) per month pensionable certificate pay. This pay is in addition to State Fire Officer/Company Officer Certification pay (for a total of $150/month), and the member must be in the classification of Fire Captain.
d. State Fire Training Level 3 Chief Officer/Chief Fire Officer Program

1. Effective upon signature by NCFA and City, any member who successfully completes the didactic portion (required coursework) and the Task Book required for the State Fire Training Level 3 Chief Officer/Chief Fire Officer Certificate Program shall be paid an additional fifty dollars ($50.00) per month specialty pay. This pay is in addition to State Fire Officer/Company Officer Certification or State Fire Training Level 2 Company Officer Certification pay (for a total of $150/month).

2. A member may earn pay for either the State Fire Training Level 3 Chief Officer/Chief Fire Officer Certificate or the State Fire Chief Officer/Chief Fire Officer Certification but not both.

e. To be eligible for pay under this section, members must provide evidence of completion of coursework or a copy of the certificate to the Fire Chief or designee. Pay will begin the first full pay period after the member provides this information.

Section 11. Firefighter/Paramedics

11.1 All new members hired as Firefighter/Paramedic, as well as current members requesting appointment to the Firefighter/Paramedic classification, must meet the minimum qualifications contained in the job description adopted by the City.

11.2 As a condition of continuing employment, all Firefighter/Paramedics must maintain current certification as specified in the job description. The City shall continue its previous practice of providing required ongoing training on training time and at City expense.

11.3 Once appointed to the position of Firefighter/Paramedic, a member may only voluntarily demote to Firefighter-EMT if a vacancy in that classification exists, and if the member meets the qualifications for the Firefighter position. (Promotions available as for other members.)

11.4 Paramedic Staffing

(a) The term “Paramedic” refers to a Firefighter/Paramedic's or Fire Captain-receiving Paramedic Specialty Pay.

11.5 In the event any member Firefighter/Paramedic is promoted to the classification of Fire Captain and it is determined by the Fire Chief that the member is capable of serving in the dual role of Fire Captain/Paramedic, the Fire Chief may assign that member Fire Captain to perform the duties of a Paramedic in addition to his/her normal duties. This assignment can be discontinued at any time at the sole discretion of the Fire Chief.

If two or more Captains on any given shift qualify for the Fire Captain/Paramedic assignment, the Captain who is assigned to that shift, with the most seniority as a Paramedic shall be given first opportunity for the assignment. Seniority (defined as date of appointment as a Paramedic with the Napa Fire Department) will be utilized when determining financial compensation for Captain/Paramedic.

During those shifts when a Captain/Paramedic is specifically assigned to perform the duties of a Paramedic in addition to his/her normal duties, he/she shall receive additional compensation equal to ten percent (10%) of an "E" Step Firefighter's base salary per month. Captains who maintain their certification and are not assigned to cover one of the two Paramedics assigned to a Paramedic
Engine may remain in the program at the Fire Chief's discretion, but will not receive additional compensation.

A Captain/Paramedic wishing to voluntarily forfeit his/her Paramedic certification shall notify the Fire Chief ninety (90) days prior to the expiration of his/her current Paramedic certificate and prior to re-certification. This notification can be waived by the Fire Chief.

Section 12. Uniform Allowance

12.1 Effective July 1, 2018, the City agrees to the following:

1. For all members, regardless of work week, the City shall pay an annual amount of $800, to be divided and paid in equal amounts each pay period the employee is in paid status.

2. The City will purchase and provide for new members, and all members shall maintain at a minimum the following uniform items:
   
   (a) Three (3) approved uniform shirts
   (b) Three (3) pair approved uniform slacks
   (c) One (1) approved uniform belt
   (d) One (1) pair approved station work boots
   (e) One (1) approved wildland work boots
   (f) One (1) approved uniform jacket
   (g) One (1) approved uniform cap
   (h) One (1) approved pair of workout shorts
   (i) Three (3) tee-shirts

   Members hired after October 1, 2013 will receive the aforementioned uniform items, in lieu of any uniform allowance for the first year (26 pay periods) of employment. Members who do not complete probation are required, upon separation, to return all items issued.

12.2 The City agrees that it will replace, at no cost to the member, any of the items listed above if damaged beyond normal wear and tear in the performance of duties without any negligence by the member, as determined by the Fire Chief.

12.3 The City shall replace up to a maximum of Two Hundred Dollars ($200.00) per item for any eyeglasses or watches damaged under the circumstances described above. The City shall not replace personal jewelry or other personal property.

Section 13. Patches

The City shall provide and maintain eight (8) uniform patches to all members required to wear uniform shirts and jackets.
Section 14. Holidays

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

- New Year’s Day
- Martin Luther King Jr.’s Birthday
- 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
- Christmas Day

The Department will remain open for business on all holidays, and members assigned to a fifty-six (56) hour work week are required to work on those days. Members assigned to a forty (40) hour work week will have the option to work holidays (reference Section 3.7).

Section 15. Holiday Pay

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

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

Section 16. Substitute Work

It is agreed that members may substitute for each other in working scheduled shifts, so long as members being substituted are fully qualified to perform the work. Such qualifications shall be established by the Fire Chief. Such substitutions are voluntary exchanges between members with repayment to be the obligation of the members involved. If the City incurs liability for overtime or any additional personnel cost on the day of an unfulfilled work substitution, the member who failed to work the substituted shift may, at the discretion of the Fire Chief, be prohibited from work substitution for one (1) year. Nothing herein shall prevent a member from making arrangements for a qualified third member to effect the repayment.

Section 17. Vacation

17.1 Vacation shall be accrued as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>56-Hour Yearly Hours/Shifts</th>
<th>40-Hour Yearly Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4</td>
<td>144/6</td>
<td>102.85</td>
</tr>
<tr>
<td>5-9</td>
<td>192/8</td>
<td>137.14</td>
</tr>
</tbody>
</table>

City of Napa/NCFA MOU
July 1, 2021 through June 30, 2024
17.2 The maximum amounts of vacation that may be accrued and carried forward are as follows:

<table>
<thead>
<tr>
<th>Hours</th>
<th>40/40</th>
<th>56/56</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-12</td>
<td>216/9</td>
<td>154.28</td>
</tr>
<tr>
<td>13-16</td>
<td>240/10</td>
<td>171.43</td>
</tr>
<tr>
<td>17-19</td>
<td>264/11</td>
<td>188.57</td>
</tr>
<tr>
<td>20+</td>
<td>288/12</td>
<td>205.71</td>
</tr>
</tbody>
</table>

Members assigned to a Forty (40) hour work week 248 hours maximum
Members assigned to a Fifty-six (56) hour work week 360 hours maximum

When a member moves from a forty (40) hour work week to a fifty-six (56) hour work week or from a fifty-six (56) hour work week assignment to a forty (40) hour work week assignment, the conversion factor for vacation balance shall be as follows:

a. 40-hour member to 56-hour member = 56/40 = 1.40 conversion factor
   Example: 200 hours of vacation (40-hour member) = 200 x 1.4 = 280 hours of vacation (56-hour member)

b. 56-hour member to 40-hour member = 40/56 = .714285714 conversion factor
   Example: 280 hours of vacation (56-hour member) = 280 x .714285714 = 200 hours of vacation (40-hour member)

17.3 For special purposes, the City Manager may approve up to an additional forty (40) hours vacation carry forward for members assigned to a forty (40) hour work week and up to an additional fifty-six (56) hours for members assigned to a fifty-six (56) hour work week.

17.4 The number of members assigned to a fifty-six (56) hour work week who may use discretionary leave (e.g., vacation or CTO) at the same time shall not exceed three (3) per shift. Discretionary leave used to cover leave under the Family Medical Leave Act (FMLA) will count towards this limit. However, FMLA leave shall not be denied based on the type of leave used.

Vacation scheduling shall be in accordance with Napa Fire Department S.O.P. 401.19.

17.5 Vacation shall be scheduled in increments of at least three (3) contiguous hours in duration.

(a) This limitation shall not apply when vacation is scheduled contiguous with the beginning or ending of a member’s shift

(b) This limitation shall not apply when the absence will not result in overtime. The assessment of whether an absence of fewer than three (3) hours will result in overtime shall be made by the Operations Chief, or designee, on the morning of the scheduled leave. Any leave granted pursuant to this exception shall be granted on a first-come, first-served basis unless the parties agree to a different system.

Section 18. Out of Class Pay

Members assigned by the Fire Chief, to perform responsibilities of a higher class shall receive out-of-class pay.
18.1 **Provisional or Interim Appointments:** When a vacancy exists which is filled on a provisional basis (in the absence of a valid eligibility list) or on an interim basis (in the presence of a valid eligibility list) pending permanent appointment, the member acting in such higher class shall be paid on the Range of the vacant position on the lowest step which will result in at least a five percent (5%) increase in base salary over the member's regular rate of base salary.

18.2 **Temporary Assignments:** Effective July 1, 2009, when a member is assigned on an acting basis to a position in a higher class (e.g., to replace another member on leave of absence), acting pay shall be calculated at five percent (5%) above the member's regular base rate of pay. All compensation begins with the first hour worked. The procedure for paying out-of-class pay shall be in the same manner as overtime.

**Section 19. Dues Deduction**

The City agrees to continue to deduct NCFA regular dues from the salary of each member who shall have authorized such deductions in writing on a form prescribed by the City. Such deductions shall be made on a monthly basis and remitted to the NCFA monthly.

**Section 20. Insurance**

20.1 The City provides the following health care plans: (1) Kaiser HMO and (2) Western Health Advantage. The City reserves the right at any time during the term of this Memorandum of Understanding to change its health insurance carriers and the City will make every effort to notify the NCFA in advance of such change; provided, however, that the benefits of any new health insurance plan shall be substantially equivalent to the benefits of the plan being replaced. If substantially equivalent benefits are not possible, the City agrees to meet and confer in advance with the NCFA regarding a replacement health insurance plan.

20.2 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:

<table>
<thead>
<tr>
<th>Enrollment Status</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$ 675.00</td>
</tr>
<tr>
<td>Employee plus one</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Family</td>
<td>$1,795.00</td>
</tr>
</tbody>
</table>

Members will contribute on a payroll deduction basis the amount of medical premium, if any, that exceeds the City's contributions to medical.

In the event that the City's aforementioned medical contribution caps exceed the Kaiser HMO monthly premium, the City's medical contribution will not exceed the actual Kaiser HMO monthly premium for which the member is eligible, based on enrollment status.

20.3 The City will pay the premium for life insurance up to a maximum of $50,000 up to age 70 during the period of employment of each member. Active members shall be entitled 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.

When a member retires, he/she shall not be entitled to payment of the premium for said insurance policy by the City after retirement. However, any such member shall be entitled to convert all or any portion of said insurance policy at the then existing individual premium rate. Retired members shall be entitled to purchase, solely at the member's expense, additional life insurance through the City's insurance broker, up to a maximum amount of $50,000.
The City will place in a separate actuarial pool all retiree life insurance premiums, regardless of who is paying the premium.

20.4 Effective July 1, 2014, the City will contribute the following monthly amounts for dental benefits:

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

The City will continue to offer coverage under the plan known as “Delta Care” as an alternative dental plan. Members will contribute on a payroll deduction basis the amount of dental premium, if any, that exceeds the City’s contribution to dental.

20.5 In lieu of coverage under a health plan provided by the City, 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 as described in subsections a and b below. 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. Reenrollment in a plan provided by the City 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.

a. For members receiving health-in-lieu on June 30, 2013, the City contribution for health-in-lieu coverage will be set as follows:

- Health-in-lieu – Employee only $ 562.00
- Health-in-lieu – Employee plus one $ 562.00
- Health-in-lieu – Family $ 726.04

b. For members who first began receiving health-in-lieu on or after July 1, 2013, the City’s contribution for health-in-lieu shall be five hundred dollars ($500.00) per month.

20.6 The City will offer the provisions of Internal Revenue Code (IRC) sections 125 and 129, allowing payment of certain dependent and health care expenses on a pre-tax basis.

20.7 NCFA will participate in a Labor-Management Committee, for the purpose of soliciting input for plan design and other plan options for the City’s medical and dental plans. The committee shall be comprised of representatives from bargaining groups and management; committee meetings shall be held at a minimum on a quarterly basis; and the committee shall make recommendations to management for consideration and implementation.

Section 21. Deferred Compensation

A Deferred Compensation Plan is available to all members of NCFA.

The Association and the City shall participate in a Joint Labor-Management Committee for the purposes of soliciting input for plan design and other plan options for the 457 Plan. The Committee shall be comprised of representatives from bargaining groups and management; Committee
meetings shall be held at a minimum on a quarterly basis; and the Committee shall make
recommendations to management for consideration and implementation, as appropriate.

Section 22. Retirement

22.1 The City has amended its contract with the California Public Employees' Retirement System
(PERS) to provide additional benefits for members as follows. Some of these benefits are limited
by law to "classic" members.

(a) Effective September 25, 2001, the City shall provide the Indexed Level of the 1959
Survivors Benefit, pursuant to Government Code section 21574.

(b) Effective upon amendment of the PERS contract, members shall be entitled to convert
unused accumulated sick leave to service credit under Government Code section 20965.

(c) The City shall contract with CALPERS for the Military Service Credit as provided for under
Government Code section 20996.

(d) Increase in non-job related disability benefits providing for thirty percent (30%) of the final
compensation upon five (5) years of service with improvement of one percent (1%) for each
additional year to a maximum of fifty percent (50%) as provided for under Government
Code section 21427. (Effective 5/18/77, Reference MOU #3031, Section 5b.)

(e) Members hired before August 1, 2012 shall be subject to the "three percent (3%) at age
50" retirement plan as provided for under Government Code section 21362.2, with the
single-highest year retirement benefit as provided for under Government Code Section
20024.

(f) Members hired on or after August 1, 2012, who do not meet the definition of "new
employees," as defined by the Public Employees' Retirement System (PERS) shall be
subject to the "three percent (3%) at age 55" retirement plan as specified in Government
Code Section 21362, with a three-year average on final compensation as provided by
Government Code Section 20037.

(g) For new employees, as defined by the Public Employees' Retirement System (PERS),
hired on or after January 1, 2013, retirement benefits shall be those established by the
Public Employees' Retirement System (PERS) for Local Safety Members 2.7% at age 57
formula, highest three years. Employees will pay the full employee contribution required
by the Public Employees Retirement Act of 2013 (PEPRA)(50% of the Normal Cost of the
benefit).

22.2 The member shall pay his/her required contribution using the IRC section 414 (h)(2) provision.

22.3 (a) Effective the pay period beginning July 4, 2015 through June 30, 2022, current and future
members shall pay the additional cost share amounts as shown in the table below:

<table>
<thead>
<tr>
<th>Retirement Tier</th>
<th>PERS Plan</th>
<th>Required Member Contribution</th>
<th>Member Cost Share</th>
<th>Total Member Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3.0%</td>
<td>9%</td>
<td>5.5%</td>
<td>14.50%</td>
</tr>
<tr>
<td>2</td>
<td>3.0%</td>
<td>9%</td>
<td>4.0%</td>
<td>13.00%</td>
</tr>
<tr>
<td>3</td>
<td>2.7%</td>
<td>11.25%</td>
<td>3.0%</td>
<td>14.25%</td>
</tr>
</tbody>
</table>
The parties have agreed to reduce the additional member cost share effective the pay period including July 1, 2022. Pursuant to Government Code 20516 and to be effective the pay period including July 1, 2022, the City will modify its contract with CalPERS to provide for an additional Member Contribution over and above Normal Contribution in the amounts shown in the chart below. This means that the Total Employee Contribution will be made on a pre-tax basis. Prior to implementing the modified contract with CalPERS, CalPERS will require a separate secret ballot approval by the members. Once implemented, all current and future members shall pay the additional cost share amounts as shown in the table below based on the employee's retirement tier:

<table>
<thead>
<tr>
<th>Retirement Tier</th>
<th>PERS Plan</th>
<th>Required Member Contribution</th>
<th>Additional Member Contribution</th>
<th>Total Member Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3.0% @ 50</td>
<td>9%</td>
<td>3.0%</td>
<td>12.0%</td>
</tr>
<tr>
<td>2</td>
<td>3.0% @ 55</td>
<td>9%</td>
<td>3.0%</td>
<td>12.0%</td>
</tr>
<tr>
<td>3</td>
<td>2.7% @ 57</td>
<td>One-Half Normal Cost</td>
<td>N/A</td>
<td>One-Half Normal Cost</td>
</tr>
</tbody>
</table>

Section 23. Jury Duty

23.1 The City shall provide members covered by this Agreement jury duty pay when awaiting or are impaneled to serve as a juror. The City shall pay such members for the time lost during his/her shift for such jury duty.

23.2 It shall be the responsibility of the member claiming jury duty pay to furnish documentation, or evidence, of jury duty satisfactory to the City. Members released from jury duty shall promptly return to work, unless excused by the City, or the courts.

23.3 To be entitled to jury duty compensation, the member must notify the City, in advance, of his/her duty to perform jury service.

23.4 Jury pay received during member's scheduled work hours shall be remitted to the City.

23.5 While impaneled as a juror, the member shall be required to report to duty in order to fill the remaining shift hours.

23.6 Upon release from jury responsibility, the member shall be required to return to duty if so assigned.

Section 24. Sick Leave

Members shall accrue sick leave at the following rates:

Members assigned to a forty (40) hour work week 96 hours per year
Members assigned to a fifty-six (56) hour work week 134.40 hours per year

Effective January 1, 2022, members shall accrue sick leave at the following rates:

Members assigned to a forty (40) hour work week 81.7 hours per year
Members assigned to a fifty-six (56) hour work week 114.4 hours per year
When a member moves from a forty (40) hour work week to a fifty-six (56) hour work week or from a fifty-six (56) hour work week assignment to a forty (40) hour work week assignment, the conversion factor for sick leave balance shall be as follows:

a. 40-hour member to 56-hour member = 56/40 = 1.40 conversion factor
   Example: 200 hours of sick leave (40-hour member) = 200 x 1.4 = 280 hours of sick leave (56-hour member)

b. 56-hour member to 40-hour member = 40/56 = .714285714 conversion factor
   Example: 280 hours of sick leave (56-hour member) = 280 x .714285714 = 200 hours of sick leave (40-hour member)

Members hired before August 1, 1982 shall be permitted to convert all unused sick leave as described herein.

24.1 Effective January 1, 2022, the City shall offer a Retirement Health Savings Program (RHS) for all members:

(a) The RHS, previously identified as a Health Retirement Arrangement (HRA), will continue to be administered by an industry recognized third party administrator.

(b) Effective January 1, 2022, the City shall contribute $1200 annually contributed over twenty-six (26) pay periods on behalf of each bargaining unit employee toward the RHS.

(c) Effective January 1, 2022, the individual employee shall contribute $1200 annually contributed over twenty-six (26) pay-periods toward the RHS.

24.2 Sick Leave Conversion to HRA for Calendar Year 2021

(a) Calendar Year 2021 Annual Sick Leave Conversion and Contribution. This program will be discontinued after calendar year 2021, pursuant to section 24.1.

   (1) Members assigned to a fifty-six hour workweek – Must have a minimum of 270 hours to qualify for the annual conversion as of December 31st of the previous year.

      (i) For members who are projected to retire between July 1, 2009 and June 30, 2029, the contribution amount shall be computed as follows: Total hours of unused sick leave for that year, minus 48, times the member’s base hourly rate in effect on December 31 of the previous year.

      (ii) For members who are projected to retire after June 30, 2029 and on or before June 30, 2034 the contribution amount shall be computed by adding the following two calculations:

         • Total hours of unused sick leave for that year, minus 88, times the member’s base hourly rate in effect on December 31 of the previous year.

         • Total remaining hours of unused sick leave for that year, minus 48, times seventy-five percent (75%) of the members base hourly rate in effect on December 31 of the previous year.
(iii) For members who are hired after July 1, 2009 or projected to retire after June 30, 2034, the contribution amount shall be computed by adding the following two calculations:

- Total hours of unused sick leave for that year, minus 88, times the member’s base hourly rate in effect on December 31 of the previous year.
- Total remaining hours of unused sick leave for that year, minus 48, times fifty percent (50%) of the members base hourly rate in effect on December 31 of the previous year.

(2) Members assigned to a forty (40) hour workweek – Must have a minimum of 192 hours to qualify for the annual conversion as of December 31 of the previous year.

(i) For members who are projected to retire between July 1, 2009 and June 30, 2029, the contribution amount shall be computed as follows: Total hours of unused sick leave for that year, minus 32, times the member’s base hourly rate in effect on December 31 of the previous year.

(ii) For members who are projected to retire after June 30, 2029 and on or before June 30, 2034 the contribution amount shall be computed by adding the following two calculations:

- Total hours of unused sick leave for that year, minus 64, times the member’s base hourly rate in effect on December 31 of the previous year.
- Total remaining hours of unused sick leave for that year, minus 32, times seventy-five percent (75%) of the members base hourly rate in effect on December 31 of the previous year.

(iii) For members who are hired after July 1, 2009 or projected to retire after June 30, 2034, the contribution amount shall be computed by adding the following two calculations:

- Total hours of unused sick leave for that year, minus 64, times the member’s base hourly rate in effect on December 31 of the previous year.
- Total remaining hours of unused sick leave for that year, minus 32, times fifty percent (50%) of the members base hourly rate in effect on December 31 of the previous year.

24.3 Contribution at Time of Retirement

Upon an eligible member’s retirement, the City shall deposit into each member’s individual HRA fifty percent (50%) of that member’s remaining sick leave balance at the rate of one-hundred percent (100%) of the member’s base hourly rate at the time of retirement.

Members shall be entitled to convert the remaining balance (50%) of unused accumulated sick leave hours to retirement service credits.

24.4 The 2021 conversion of unused sick leave shall be prorated for the year in which the member retires and applied prior to the computation contained in Section 24.3 of this Memorandum of Understanding.
24.5 Effective July 1, 2012, the City shall deposit each pay period the equivalent of one-and-three-quarters percent (1.75%) of each member's biweekly base salary into each member's RHS. This benefit will be considered a data point similar to deferred compensation in Section 3.3(c) of this Memorandum of Understanding.

Section 25. 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 forty-eight (48) regularly scheduled work hours within a five (5) consecutive calendar-day period for members assigned to a fifty-six (56) hour workweek and twenty four (24) regularly scheduled work hours within a five (5) consecutive calendar-day period for members assigned to a forty (40) hour workweek. 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, father-in-law, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, 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 26. Leave of Absence

26.1 Administration

26.2 A leave of absence with pay of up to one (1) calendar year may be granted by the City Manager upon the advance written request of a member and recommendation by the Fire Chief. Without Pay

A leave of absence without pay for up to one (1) calendar year may be granted by the City Manager upon the advance written request of a member and recommendation by the Fire Chief.

No benefits are accrued while on without-pay status (sick leave, vacation, time in service).

No benefits shall be paid by the City for the period of time while a member is on without-pay status (health insurance, life insurance, dental insurance, holiday).

A member on without-pay status for a period of more than one (1) month shall compensate the City on a prorata basis for any pre-paid benefits (health insurance, life insurance, dental insurance); provided, however, such compensation need not be made where the without-pay status was for a period of fewer than thirty (30) consecutive calendar days.

Without-pay cannot be approved until the member has exhausted eligible vacation and management leave.

No without-pay should be authorized to persons with probationary status.

Without-pay shall be charged on an hour-for-hour basis.

If the without-pay status includes or precedes a holiday, the member will not receive pay for the holiday.

26.3 Notification
The Human Resources Department shall notify the member of the number of hours and benefits lost on an approved without pay.

26.4 Failure to Return

Any member who fails to return, upon expiration of leave, shall be deemed to be on unauthorized absence pursuant to Section 27.

26.5 Cancellation of Leave

If for any reason a leave of absence is canceled, no fewer than five (5) working days' notice shall be furnished the member prior to such cancellation. Failure to return upon receipt of such notice shall be deemed an unauthorized absence pursuant to Section 27.

26.6 Return Before Expiration

If for any reason a member desires to return prior to expiration of leave, he/she shall notify the City Manager in writing no fewer than five (5) working days before his/her return.

Section 27. Unauthorized Absence

Absence without authorized leave is a serious violation of City policy and the Civil Service Rules for which discipline may be imposed. Absence without authorized leave for three (3) or more consecutive work shifts shall be termed a resignation and shall be processed accordingly. Any member deemed to have resigned by application of this section may, within thirty (30) days of such resignation, present to the City Manager those extenuating circumstances which the member feels mitigate against the resignation. The City Manager shall have final authority over whether the resignation shall remain in effect, be modified or be set aside.

Section 28. Physical Exams

28.1 The City agrees to continue to provide cardiovascular stress tests and annual physical examinations for members who are forty (40) years of age or older, pursuant to the following conditions:

(a) Basic examinations will be available each year. Cardiovascular stress tests will be available annually for smokers, and every three (3) years, or upon recommendation of the City's physician, for non-smokers.

(b) Members shall be responsible for scheduling their own annual exams.

(c) Annual exams shall take place on non-work times for shift personnel.

(d) In the event that any member fails to appear for a scheduled examination without sufficient notification, the member will be responsible for the payment of any charge resulting from the failure to cancel.

(e) Members may elect to go to a physician of their choosing for the annual physical exam, in which case, the City agrees to pay the member's co-payment, if any, not paid by the member's health insurance.

Section 29. Physical Fitness

The City agrees to provide physical fitness training in accordance with the provisions contained in S.O.P. 402.07.
Section 30. Residency

Within a reasonable period of time from the date of appointment, as established by the City at the time of hire, each member shall reside within one-hundred and twenty (120) miles of Fire Station #1 "as the crow flies". Once a member has established a residence within the one-hundred and twenty (120) mile boundary, that member will be deemed in compliance with the residency requirement until they change residence.

The City Manager shall retain the right to waive these requirements in cases of hardship when it is determined that the performance of City services is not compromised.

Section 31. Professionalization

The parties agree that related duties as contained in the job description be limited to duties related to the fire service, as determined by the Fire Chief.

Section 32. Rules and Regulations

The Department’s SOP Committee representative composition shall remain as currently comprised (with two Napa Fire Department management employees and four NCFA members). The Committee will review changes in SOP’s and make recommendations to the Fire Chief. Changes in SOP’s are normally not negotiable and the parties agree that during the term of this Agreement, there will be meeting and conferring over changes in the Department’s SOP’s only to the extent that such changes are within the scope of representation and have not otherwise been resolved by the SOP Committee.

Section 33. NCFA Business

33.1 The City agrees to an Agency Shop provision in accordance with State Law, with automatic dues and fees deduction as provided in Section 19.

(a) During the term of this Agreement, every member in NCFA covered by this Memorandum of Understanding, with the exception of current non-members, shall remain a member in good standing of NCFA; or, pay to NCFA a monthly service fee not greater than regular monthly NCFA dues; or, in the case of a member who certifies that he/she is a member of a recognized religion, body or sect which has historically held conscientious objection to joining or financially supporting public member organizations, pay a sum equal to service fees to the Napa-Solano United Way.

(b) Newly hired members shall comply with one of these requirements within thirty (30) days of starting employment with the City.

(c) The deductions shall not apply during any period where the member is in an unpaid status.

33.2 The City agrees to establish and maintain a Member-Contributed Leave Bank ("Leave Bank") for the purpose of allowing members time off with pay. Time off with pay (Union Leave) will be given to Union officers and members of the Union as designated by the Union President, for conducting Union business other than required meet-and-confer sessions, meetings with management of the City or Fire Department, or hearings as allowed under Civil Service Rules.

(a) On January 15 of each year, the City will deduct vacation leave in the following amounts from each member of NCFA:
Members assigned to a fifty-six (56) hour workweek: 6 hours per member per year
Members assigned to a forty (40) hour workweek: 4.3 hours per member per year

(b) If the total hours in the Leave Bank exceed 500 hours as of January 1 of any year, the City shall not deduct vacation leave from members that year. Any portion of the Leave Bank that is unused in any year shall be carried over to the following year.

(c) Leave Bank hours shall be withdrawn on an hour-for-hour basis.

(d) Union Leave shall be scheduled using the following guidelines:

1. Leave requests must be submitted for approval pursuant to the Department’s Vacation S.O.P.

2. Union Leave will be allowed or assigned at the discretion of the Union President up to three (3) allotted vacation slots. Union Leave shall be counted as the three (3) vacation leave slots available to members.

3. Union Leave shall not be scheduled more than sixty (60) days prior to the requested date(s).

4. Overtime for any additional Union Leave in special circumstances may be approved by the Fire Chief when a written or e-mail request is submitted by the Union President. The Fire Chief shall provide his/her written decision to the Union President on a case-by-case basis. If this additional Union Leave exceeds three (3) allotted vacation slots and causes backfill overtime, the Leave Bank hours shall be withdrawn at the overtime rate of one-and-one-half hours for each hour.

Section 34. Employee Recognition

34.1 Time Off to Attend Annual Service Awards Dinner and Special Recognition Events

Members who are scheduled to work on the night of the Annual Service Awards Dinner and who will be receiving a Service Award shall be granted time off to attend.

The City recognizes employees in five-year increments following the employee’s anniversary date of hire. Award recipients identified by the City are allowed the night off to attend, up to a maximum of fourteen (14) hours paid release time.

During Special Recognition events, recipients are allowed time off during the event and for one hour prior and post event. Criteria for Special Recognition Events will be at the discretion of the Fire Chief.

Section 35. Grievance Procedure

35.1 Definition. A grievance is any dispute which involves the interpretation, application, claimed violation, or claimed noncompliance with the provisions of this MOU which actually affects one or more members. Except as set forth in subsection 35.4 below, the grievance procedure discussed herein shall be the sole grievance mechanism applicable to members (employees covered by this MOU). No matter shall be considered as a grievance under this Section unless it is presented in accordance with Step I below, within twenty-eight (28) calendar days after the member or the Association could reasonably have been aware of events on which the grievance is based.

35.2 Grievance Process:
35.2.1 **Step I – Informal Step:** Any member (and/or the member’s Association representative) who claims he or she has a grievance shall first present the grievance to his/her Battalion Chief, and attempt to resolve the grievance informally through discussion with his/her Battalion Chief. If the issue is not resolved within twenty-eight (28) calendar days after it is presented, the Step I informal process shall be deemed terminated, and the member (and/or the member’s Association representative) may elect to invoke the procedure hereinafter specified by filing a formal grievance.

35.2.2 **Step II – Fire Chief:** Any grievance that has not been resolved at Step I (Informal Step) may be referred to the Fire Chief by the member (and/or the member’s Association representative). Any such referral shall be in writing to the Fire Chief with a copy to the Human Resources Director within twenty-eight (28) calendar days after the Step I informal process has terminated. The written grievance shall contain a clear and concise statement of the grievance, including specific provisions of this MOU alleged to have been violated, the circumstances involved in the decision rendered at Step I, and the specific remedy sought. If the City and the Association have agreed on a form for the grievance, the Step II grievance shall be filed using that form. Either the member or the Association shall be entitled to a personal conference with the Fire Chief (or his/her designee) upon request. The Fire Chief (or his/her designee) shall communicate a written decision to the member with a copy to the Association and to the Human Resources Director within twenty-eight (28) calendar days after receiving the grievance or twenty-eight (28) calendar days after the date of the personal conference, whichever is later, and such action will terminate Step II.

35.2.3 **Step III – City Manager:** If the member (or the member’s Association representative) is not satisfied with the decision at Step II, the member (or the member’s Association representative) may appeal the decision in writing to the City Manager within twenty-eight (28) calendar days after the termination of Step II. The Step III written appeal shall include a copy of the original grievance, the decision rendered at Step II, and a clear and concise statement of the reasons for the appeal. The City Manager (or his/her designee) shall communicate a written decision to the member with a copy to the Association and to the Human Resources Director within twenty-eight (28) calendar days after receiving the appeal, and such decision will terminate Step III.

35.2.4 **Step IV – Arbitration:** If the Association is not satisfied with the decision at Step III, the Association may require that the grievance be referred to a neutral arbitrator. The Association must notify the City Manager in writing within twenty-eight (28) calendar days after receipt of the City Manager’s decision that it intends to move the grievance to arbitration. The neutral arbitrator shall be chosen by mutual agreement between the Association and the City. In the event the Association and the City cannot agree on a neutral arbitrator, they shall mutually request a panel of seven (7) experienced and neutral arbitrators from the State of California Mediation and Conciliation Service. In the event the Association and the City cannot agree on an arbitrator from the list of seven provided, they shall alternatively strike from the list until an arbitrator is selected. Unless specifically modified by this Agreement, the arbitration shall be subject to the requirements of California Code of Civil Procedure Part 3, Title 9, Sections 1280, et seq., and the neutral arbitrator shall comply with the National Academy of Arbitrator’s Code of Professional Responsibility for Arbitrators of Labor Management Disputes. After a hearing on the grievance, the arbitrator shall render a final and binding written award. The fees and expenses of the arbitrator and the court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its
own presentation including preparation and post-hearing briefs, if any. In rendering an award, the arbitrator shall not add to, subtract from, change, or modify any provision of this MOU and shall be authorized only to apply existing provisions of this MOU to the specific facts involved and to interpret only applicable provisions of this MOU.

35.3. **Disciplinary Grievances.** The Association may submit appeals of dismissal, demotion, suspension, or salary reduction to the Step IV Arbitration process set forth in section 35.2.4. The Association must notify the City Manager in writing within twenty-eight (28) calendar days after the member's receipt of the final Notice of Disciplinary Action that it intends to move the disciplinary grievance to arbitration. The Association's notification will include a written statement of the grievance setting forth a clear and concise statement of the reasons for the appeal, and a signed waiver from the affected member indicating that he/she is electing to have the disciplinary appeal settled through binding arbitration in lieu of any alternative procedures described in section 35.4 below, including an appeal and/or hearing before the Civil Service Commission.

35.3.1 **Written Reprimands and Transfers.** Written reprimands and transfers are not subject to Step IV Arbitration. However, a member (or the member's Association representative) may grieve written reprimands and transfers under Steps I through III, pursuant to sections 35.2.1, 35.2.2, and 35.2.3 above. In such cases, the decision of the City Manager or his/her designee at Step III shall be final.

35.4 **Alternative Procedures.** Notwithstanding the arbitration procedure set forth above, a member may elect to utilize alternative hearing processes available pursuant to City Charter Section 76.1 or available under applicable State law. An individual electing such alternative procedures may not also utilize the Step IV Arbitration procedures set forth in subsection 35.2.4 or 35.3 herein.

35.5. **General Provisions:**

35.5.1 **Time Limits:** Time limits prescribed under this Section may be extended by mutual agreement of the parties. Failure by the member or the Association to follow any time limits contained herein, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so extended, shall advance the grievance to the next step in the grievance procedure.

35.5.2 While it is permissible for either the affected member or the Association representative to initiate and pursue a grievance through Step III (paragraph 35.2.3) of this grievance procedure, the affected member and the Association cannot both initiate and/or pursue a grievance on substantially the same matter (defined as a matter involving substantially the same set of individuals, facts, events or challenge to a specified provision of the MOU). Should both the member's grievance and the Association's grievance arise from substantially the same matter or conduct, the City will process the Association's grievance and the member's grievance will be deemed waived. Nothing in this paragraph is intended to prejudice the Association's ability to represent multiple members as part of the same grievance.

35.5.3 A grievance may not be advanced to Step IV Arbitration by a member. A grievance may only be advanced to Step IV Arbitration by the Association.

**Section 36. Management Rights**

The City shall have management rights, including but not limited to the following, except as otherwise limited by this Memorandum of Understanding:
To manage and direct its business and personnel; to manage, control, and determine the mission of the Department, its divisions, committees, consultants, facilities, equipment and operations; to create, change, combine or abolish jobs, Department services, and facilities in whole or in part; to assign or reassign employees to certain duties or shifts or from one existing duty schedule to another; to relieve 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, set standards of service and assign other additional duties as may be necessary or desirable to maintain the efficiency of City operations; to determine the number of employees needed and increase or decrease the work force; to hire, train, transfer, promote and demote employees; to determine the procedures and standards of selection for employment and promotion; to establish schedules of operations, work standards and reasonable workloads; to schedule working hours, shifts and overtime necessary to meet minimum manpower requirements and emergency conditions; to adopt rules of conduct and penalties for violation thereof; to make reasonable rules and regulations pertaining to employees consistent with this Memorandum of Understanding; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and 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 emergency situations; to reorganize the administrative structure of the Fire Department, except to the extent that any such reorganization affects the employment conditions of members as contemplated by State law to be within the scope of meet and confer. Provided that it is explicitly understood between the parties that NCFA does not waive any right it may have to bargain the effects of a proposed consolidation of the Police and Fire Departments into one public safety department.

Section 37. Americans with Disabilities Act

The City and the Association recognize that the City has an obligation under the Americans With Disabilities Act (ADA) to meet with individual members who allege a need for reasonable accommodation in the workplace because of a disability. The Association 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 wage, hour or working condition. The Association will be afforded the opportunity to consult with the City about the impact of accommodation(s).

Section 38. Fiscal Emergency

In the event it becomes necessary for the City to use funds from its Emergency Reserves (as defined by City fiscal policy) 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 only a furlough program affecting members covered by this Memorandum of Understanding. The City shall first conduct a public hearing and declare thereafter that a Fiscal Emergency exists in the City of Napa.

Section 39. No Strike, No Lockout

During the term of this Memorandum of Understanding, the City will not lock out NCFA or any members thereof, and neither NCFA nor any members thereof will engage in, cause, or encourage any strike, slow down, concerted refusal to work, or other interruption of the City’s operation; provided however, that nothing herein shall be deemed to prohibit off-duty informational picketing.

Section 40. Firefighters Procedural Bill of Rights Act

Under the Firefighters Procedural Bill of Rights Act (Government Code section 3250 et seq., hereinafter referred to as the “Act”), section 3262 provides that the rights and protections described in the Act shall only apply to a firefighter during events and circumstances involving the performance of his or her official duties. The City agrees to apply the following sections of the Act
to events not involving the performance of a firefighter’s official duties: 3251; 3252; 3254; 3254.5; 3255; 3256; 3256.5; 3257; 3258; and 3259.

40.2 The City shall also apply section 3253 of the Act to events not involving the performance of a firefighter’s official duties, with the exception of the portion of 3253(e)(1) that states:

The employer shall provide to, and obtain from, an employee a formal grant of immunity from criminal prosecution, in writing, before the employee may be compelled to respond to incriminating questions in an interrogation. Subject to that grant of immunity, a Firefighter refusing to respond to questions or submit to interrogations shall be informed that the failure to answer questions directly related to the investigation or interrogation may result in punitive action.

Instead, a firefighter under investigation for criminal allegations involving events not involving the performance of his or her official duties shall be informed, prior to interrogation, of the following:

You are hereby ordered to answer the following questions. While you do have the right to remain silent and not incriminate yourself under the Fifth Amendment to the United States Constitution, you do not have the right to refuse to answer questions in this interrogation as a result of this order. If you refuse to answer these questions you may be disciplined for insubordination, up to and including termination. Because of the threat of discipline, nothing you say as a result of this interrogation or evidence derived therefrom may be used against you in any criminal proceeding.

40.3 Except for those sections of the Act specifically exempted and/or not listed above, nothing in this Agreement is intended to limit and/or reduce those rights afforded by the Act and the rights provided by the Act shall take precedence in the event that anything in this Agreement provides lesser protection than the rights guaranteed by the Act.

Section 41. Full Understanding

41.1 The parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

41.2 All ordinances, rules, benefits, and practices, including agreements contained in prior years' Memoranda of Understanding, not inconsistent with this Memorandum of Understanding, whether known by the parties at the time this memorandum of Understanding was negotiated and signed or not, shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. Such ordinances, rules, benefits and practices on matters within the scope of representation shall remain in full force and effect for the duration of this Memorandum of Understanding unless modified consistent with this provision.

The City will provide the Union with notice of proposed changes within the scope of representation at least seven (7) days prior to implementation of the proposed change. At the Association’s request, the parties will meet and confer over such proposed changes. In the event the parties are unable to reach agreement over proposed changes within the scope of representation, they will resolve the matter pursuant to the impasse procedures of the City Charter. However, nothing herein will affect the City’s right to implement changes outside the scope of representation or the timing thereof.

41.3 Notwithstanding the foregoing subsection of this Memorandum of Understanding, representatives of the City and NCFA shall meet each six (6) months during the term of this Memorandum of Understanding to discuss employer-employee relations within the City, upon request of either party.

Section 42. 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 meeting and conferring for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

Section 43. Effective Date

43.1 This Agreement shall become effective upon ratification by NCFA and approval by the City Council of the City of Napa and upon being signed by the authorized representatives of NCFA and the City.

43.2 The parties shall use their best efforts to commence the meet-and-confer process prior to March 31, 2024 with respect to a Memorandum of Understanding to take effect July 1, 2024.

43.3 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.
This Memorandum of Understanding is executed at Napa, California, on this 31st day of August, 2021.

CITY OF NAPA

STEVE POTTER, City Manager

NAPA CITY FIREFIGHTERS' ASSOCIATION

President Mitchell Caldwell

Vice President Erik Mortimore

Shop Steward Joe Russo

ATTEST:

TIFFANY CARRANZA, City Clerk

COUNTERSIGNED:

JOY RIESENBERG, City Auditor

APPROVED AS TO FORM:

MICHAEL W. BARRETT, City Attorney

City of Napa/NCFA MOU
July 1, 2021 through June 30, 2024
### EXHIBIT A
NCFA SALARY SCHEDULE

#### Base Monthly Salary
Pay as of July 1, 2021 - Current

<table>
<thead>
<tr>
<th></th>
<th>A1</th>
<th>A2</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter</td>
<td>7,959</td>
<td>8,349</td>
<td>8,711</td>
<td>9,128</td>
<td>9,548</td>
<td>10,019</td>
</tr>
<tr>
<td>Firefighter/Paramedic</td>
<td>8,750</td>
<td>9,175</td>
<td>9,580</td>
<td>10,041</td>
<td>10,498</td>
<td>11,002</td>
</tr>
<tr>
<td>Fire Captain</td>
<td>9,626</td>
<td>10,091</td>
<td>10,535</td>
<td>11,045</td>
<td>11,544</td>
<td>12,102</td>
</tr>
</tbody>
</table>

#### Base Monthly Salary
Pay as of July 1, 2022 - 2% Increase

<table>
<thead>
<tr>
<th></th>
<th>A1</th>
<th>A2</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter</td>
<td>8,118</td>
<td>8,516</td>
<td>8,885</td>
<td>9,311</td>
<td>9,739</td>
<td>10,219</td>
</tr>
<tr>
<td>Firefighter/Paramedic</td>
<td>8,925</td>
<td>9,359</td>
<td>9,772</td>
<td>10,242</td>
<td>10,708</td>
<td>11,222</td>
</tr>
<tr>
<td>Fire Captain</td>
<td>9,819</td>
<td>10,293</td>
<td>10,746</td>
<td>11,266</td>
<td>11,775</td>
<td>12,344</td>
</tr>
</tbody>
</table>

#### Base Monthly Salary
Pay as of July 1, 2023 - 3% Increase

<table>
<thead>
<tr>
<th></th>
<th>A1</th>
<th>A2</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter</td>
<td>8,362</td>
<td>8,771</td>
<td>9,152</td>
<td>9,590</td>
<td>10,031</td>
<td>10,525</td>
</tr>
<tr>
<td>Firefighter/Paramedic</td>
<td>9,192</td>
<td>9,640</td>
<td>10,065</td>
<td>10,549</td>
<td>11,029</td>
<td>11,559</td>
</tr>
<tr>
<td>Fire Captain</td>
<td>10,113</td>
<td>10,601</td>
<td>11,068</td>
<td>11,603</td>
<td>12,128</td>
<td>12,714</td>
</tr>
</tbody>
</table>

**NOTE:** All dollar amounts are approximate, there may be variations due to rounding in IFAS.