

City of Napa  
Agreement No. 6710-A

**MEMORANDUM OF UNDERSTANDING**  
**Between and For**  
**THE CITY OF NAPA**  
**And**  
**ADMINISTRATIVE, MANAGERIAL AND**  
**PROFESSIONAL EMPLOYEES**  
**For**  
**2003-2011**

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This Memorandum of Understanding (hereinafter MOU) is entered into pursuant to the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.), the City Charter of the City of Napa, and applicable ordinances and resolutions of the City of Napa, by and between the City of Napa (hereinafter City) and the Administrative, Managerial and Professional Employees (hereinafter AMP). As a result of meet and confer sessions, the City and AMP have agreed to the following:

**Section 1. Recognition**

- 1.1 The City recognizes AMP as the certified employee organization representing all employees in the classified service defined by previous or subsequent legislative policy as administrative, managerial, or professional exclusive of heads of department and those personnel excluded under Section 3 of Resolution No. 74-319 as it has existed and continues to exist since July 1, 1977.
- 1.2 The classifications of employees represented by AMP are mid-management classifications. AMP agrees that, upon the adoption of policies by the City Council and/or by City Management, the employees represented by AMP will represent and support such adopted policies. The foregoing shall not be interpreted to restrict any such employee from exercising his or her rights to exercise free speech under the U.S. Constitution and the Constitution of the State of California.

**Section 2. Term**

The term of this Memorandum of Understanding shall be January 1, 2003 through February 28, 2011. However, because some terms, provisions and benefits under this Agreement do not become effective until dates subsequent to the January 1, 2003 initial effective date of this Agreement, no employee shall be entitled to any term, provision or benefit under this Agreement unless he or she is actively and regularly employed by the City on the date such term, provision or benefit becomes effective; any employee who retires, is terminated or otherwise discontinues regular and active employment with the City shall not be entitled to any term, provision or benefit that first becomes effective after that employee's last date of active and regular employment with the City, irrespective of the fact that such employee's active and regular employment ended subsequent to the initial January 1, 2003 effective date of this Agreement.

This Memorandum of Understanding is intended to and shall supercede the parties previous Memorandum of Understanding (City Agreement No. 6710-A) dated May 1, 2001 (excluding provisions or benefits already provided as of December 31, 2002).

### Section 3. Compensation

3.1 Survey Cities. It is the desire of the City to have a competitive compensation plan. For purposes of determining market competitiveness, the City and AMP have agreed to the following nine (9) survey cities:

Fairfield  
Hayward  
Average of the City of Livermore and City of Pleasanton  
Newark  
Petaluma  
Richmond  
Santa Rosa  
Vacaville  
Vallejo

In the event both Livermore and Pleasanton do not have the classification to be surveyed the jurisdiction that has the comparable classification will be the one surveyed.

### 3.2 AVERAGE MARKET MOVEMENT

Average Market Movement Methodology: The City will determine the average percentage salary increases given to each survey agency's corresponding bargaining unit. The survey will be initiated on January 2<sup>nd</sup> of each applicable year and will include known salary adjustments from January 2<sup>nd</sup> of the prior year through January 1<sup>st</sup> of the current year. To calculate the salary increase, the total percentage salary increase given to each survey agency's corresponding bargaining unit - since the prior survey - will be determined and shown as a percentage. The percentages for each agency will be added together and divided by nine (the number of survey agencies in the survey). The resulting average is the percentage increase that will be given to bargaining unit members. If a survey city does not have an increase or the increase is unknown at the time the survey is performed, "0" will be used in the calculations. If the next survey undertaken involves the "average market movement" methodology, that figure will be updated at the next survey and added to the survey figure for the known salary increases when tabulating the average on the next "market movement" survey. If the next survey involves the "market benchmark" methodology, the actual top step monthly salaries are used in the "market benchmark" formula and, by definition, will ensure that any previously unknown adjustments are reflected in the survey data.

The percentage salary increase as determined by the Market Movement Survey shall not be reduced by the .32% PERS Conversion factor.

March 1, 2003 Average Market Movement Salary Adjustment. On January 2, 2003, the City shall ~~conduct~~ initiate an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2003, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2002 through January 1, 2003.

March 1, 2004 Average Market Movement Salary Adjustment. On January 2, 2004, the City shall ~~conduct~~ initiate an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2004, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2003 through January 1, 2004.

March 1, 2006 Average Market Movement Salary Adjustment. On January 2, 2006, the City shall ~~conduct~~ initiate an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2006, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2005 through January 1, 2006.

March 1, 2007 Average Market Movement Salary Adjustment. On January 2, 2007, the City shall initiate an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2007, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2006 through January 1, 2007.

March 1, 2008 Average Market Movement Salary Adjustment. On January 2, 2008, the City shall ~~conduct~~ initiate an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2008, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2007 through January 1, 2008.

March 1, 2010 Average Market Movement Salary Adjustment. On January 2, 2010, the City shall ~~conduct~~ initiate an "average market movement survey" of the nine (9) agencies identified in Section 3.1. Effective March 1, 2010, the City shall adjust the salary of all bargaining unit members by the percentage derived from the "average market movement survey." The City will calculate the average percentage salary increases given to each survey agency's corresponding bargaining unit and review with the designated members of the AMP Board prior to implementation. The survey will include data to reflect each agency's market adjustment for base salary from January 2, 2009 through January 1, 2010.

### 3.3 MARKET BENCHMARK SURVEY

Market Benchmark Survey Methodology: The City will survey all Benchmark classifications identified in Attachment A. For those classifications not surveyed, internal relationships identified in Attachment A will be maintained. Top step salary information for each of these classifications will be collected from the nine (9) agencies identified in

Section 3.1. The survey will be initiated on January 1<sup>st</sup> of each applicable year and will include base salaries for each bargaining unit position and will include known salary adjustments through the effective date of the salary adjustment (i.e. March 1, 2005 and March 1, 2009). To determine base salaries, the survey will deduct employee PERS contributions paid by the employee. The City and AMP will meet to discuss the implementation of salary adjustments for 2005 and/or 2009, as well as the data to be used for salary adjustments for any positions with fewer than five (5) comparables in the market.

The percentage salary increase as determined by the Market Benchmark Movement Survey shall not be reduced by the .32% PERS Conversion factor.

March 1, 2005 Market Benchmark Salary Survey Adjustment. On January 1, 2005, the City shall initiate a "market benchmark salary survey" for all Benchmark classifications identified in Attachment A. Top step salary information for each of these classifications will be collected from the nine (9) agencies identified in Section 3.1. Effective March 1, 2005, the salary of all bargaining unit members shall be adjusted by the amount resulting from the survey, as specified in Attachment A.

March 1, 2009 Market Benchmark Salary Survey Adjustment. On January 1, 2009, the City shall initiate a "market benchmark salary survey" for all Benchmark classifications identified in Attachment A. Top step salary information for each of these classification will be collected from the nine (9) agencies identified in Section 3.1. Effective March 1, 2009, the salary of bargaining unit members shall be adjusted by the amount resulting from the survey, as specified in Attachment A.

#### **Section 4. Health and Welfare**

- 4.1 During the term of this agreement, the City will continue to offer current medical insurance plans, which offer benefits substantially equivalent to those available under the parties' previous MOU. Employees will contribute on a payroll-deduction basis four dollars (\$4.00) per month for employee-only coverage; seven dollars (\$7.00) per month for employee-plus-one (1) dependent coverage; or ten dollars (\$10.00) per month for full-family coverage. The City will assume all increases in premium rates during the term of the agreement. Effective March 1, 2004, each bargaining unit member will contribute on a payroll deduction basis, ten dollars (\$10.00) per month for employee-only coverage; fifteen dollars (\$15.00) per month for employee-plus-one (1) dependent coverage; or twenty dollars (\$20.00) per month for full-family coverage.
- 4.2 The City will continue to pay the premium for continuation of existing dental insurance. The City will continue to provide the plan known as "Delta Care" as an alternative dental plan. In the event that there are rate increases during the term of this MOU, the City's contributions will be adjusted in accordance therewith.
- 4.3 The City reserves the right at any time during the term of this Memorandum of Understanding to change its insurance carriers, provided however, that the benefits of any new 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 AMP regarding a replacement insurance plan.
- 4.4 The City will pay the premium for life insurance of two and one-half (2 1/2) times the annual salary (to a maximum of \$50,000) during employment of each bargaining unit member. Future retirees shall not be entitled to payment of the

premium for said insurance policy by the City after retirement from City employment. However, future retirees shall be entitled to convert all or any portion of said insurance policy at the then existing individual premium rate. (Reference MOU #4234, Section 14(d) dated 8-3-82).

- 4.5 Bargaining unit members hired on or before June 30, 1984 shall be eligible for a City-paid life insurance policy in the amount of Two Thousand Five Hundred Dollars (\$2,500) upon retirement, to age seventy (70). Bargaining unit members hired on or after July 1, 1984 shall not be entitled to this benefit.

The City reserves the right to obtain an insurance policy for this purpose from an insurance carrier of its choice, or to self-fund this policy. Reference MOU #4234, Section 14(d) dated 8-3-82)

- 4.6 Bargaining unit members shall have the option to purchase, solely at the employee's expense, additional life insurance through the City's insurance broker, up to a maximum of \$250,000.
- 4.7 The City will place in a separate actuarial pool, all retiree life insurance premiums, regardless of who is paying the premium. (Reference MOU #4234, Section 14(e) dated 8-3-82)
- 4.8 Upon the expiration of this Agreement, the dollar amounts then being paid for these insurance premiums by the City shall remain fixed until the execution of a subsequent Agreement.
- 4.9 The City will continue to provide, in lieu of coverage under a health plan provided by the City, an employee who provides proof of coverage comparable to that provided by the City through a spouse or other source will be paid by the City the equivalent of fifty percent (50%) of the highest monthly premium for which the employee is eligible. Such payment will be either in cash or into the employee's deferred compensation plan, at the employee's option. The employee must complete a form provided by the City's Finance Department. Re-enrollment 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.
- 4.10 The City will continue allowing payment of certain dependent and health care expenses on a pre-tax basis under the provisions of IRS Code Sec. 125 and 129.

## **Section 5. Retirement**

During the term of this Memorandum, the City shall provide the following benefits through the Public Employment Retirement System (PERS):

- 5.1 Bargaining unit members shall be entitled to convert unused accumulated sick leave to service credit as provided under PERS Section 20965.
- 5.2 Non-job related disability benefits providing for thirty percent (30%) of final compensation upon five (5) years of service with an improvement of one percent (1%) for each additional year to a maximum of fifty percent (50%), as provided for under Government Code Section 21298.



- 5.3 An employee with military service is entitled to a military service credit up to a maximum of four (4) years of service granted under this section. Entire cost (both employer and employee contributions) is the employee's responsibility because the employee's buy-back contribution is credited in its entirety to the member's account. This may be paid back on either a pre-tax or post-tax basis, at the employee's discretion, per the City's current contract with PERS (amended 1996).
- 5.4 The City of Napa agrees to participate in the IRC provision (414)(h)(2) allowing employee contributions to CalPERS to be tax-deferred. Supporting this participation, employees were given a seven percent (7%) salary increase according to their contribution rate to cover the employee's cost for now "picking up" this benefit. For the term of this MOU, salary increases will be calculated on base salary including Employer Paid Member Contribution (EPMC).
- 5.5 Effective September 25, 2001, the City shall provide the Indexed Level of the 1959 Survivors Benefit, pursuant to Government Code Section 21574.5. The City agrees to pay the bargaining unit members contribution of two dollars (\$2.00) per month for this benefit.
- 5.6 Bargaining unit members shall receive the single-highest year retirement benefit under Government Code Section 20024.2 for miscellaneous members.
- 5.7 The City will continue to provide the PERS retirement plan known as 2% at 55 through November 30, 2003. The City shall pay all costs associated with said PERS retirement plan.
- 5.8 Effective December 1, 2003 the City will contract with PERS for the 2.5% @ 55 retirement benefit under Government Code Section 21354.4. The City of Napa will contact Napa County and PERS and support the possibility of transferring the PERS assets for Dispatch Manager from the PERS Napa County account to the PERS City account for the years that the Dispatch Manager was in County service. This section is subject to legal capabilities. The City will support State legislation if necessary to effect such a change. AMP is to be an active participant in lobbying Napa County, PERS and the State legislature.
- 5.9 Effective December 1, 2004 the City will contract with PERS for the 2.7% @ 55 retirement benefit under Government Code Section 21354.5
- 5.10 Effective December 1, 2003 the City will pay the additional one-percent (1.0-%) employee PERS contribution directly to PERS as outlined in Government Code Section 21354.4 and 21354.5.
- 5.11 Effective December 1, 2004 and thereafter, if the City's PERS contribution rate exceeds fourteen percent (14.00%), the employee and City shall share equally such excess rate, up to nineteen percent (19.00%). The employee will pay fifty percent (50%) of such excess cost; provided, however, that the employee maximum contribution under this formula shall not exceed two and one-half percent (2.5%) in any given year. The City will pay the full cost of the Employer rate up to fourteen percent (14.00%) and over nineteen percent (19.00%).
- The employee payment under the provisions of subsection 5.11 may be made each year using the IRC 414(h)(2) provision.
- 5.12 The City will provide retiree's health insurance reimbursement (as described in the latter part of this provision) provided that the employee meets and abides by all of the following qualifications;

- (1) The employee must have worked for the City a minimum of fifteen (15) years and taken a service or disability retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City provided the employee remains with the City's health plan through COBRA. Effective December 1, 2003, the employee must have worked for the City a minimum of ten (10) years and taken a service or disability retirement from the City and actually draw a PERS pension within ninety (90) days of separation from the City provided the employee remains with the City's health plan through COBRA.
- (2) The employee must be enrolled in one of the City's available health plans prior to retirement. If an employee receives in lieu health coverage per Section 4.9 of this MOU, they must enroll in the City's available health plan during the open enrollment period prior to retirement in order to qualify for the benefit.
- (3) The full cost of a retired employee's participation in one of the medical plans will be deducted from the employee's retirement check subject to item (4) below.
- (4) A retired employee will no longer be eligible to participate in the City's medical plan should the employee elect to be covered by another medical plan. Furthermore, it is agreed that a retired employee who once waives his or her participation in the City's medical plan coverage that such waiver shall be irrevocable.
- (5) The employee will make a one time irrevocable choice as to the supplemental payment by the City toward the retired employee's medical coverage. An employee hired on or prior to July 1, 1982 may choose to have the current plan described in Section 9.1 (sick leave conversion to retiree medical coverage) or the employee may choose the plan described below.
- (6) Supplemental Payments
  - a) An employee retiring and who meets the conditions described above will receive a supplemental payment by the City toward the employee's retiree medical coverage of Seventy-five Dollars (\$75.00) per month. This payment shall remain in effect for the life of the retiree only. The payment shall cease upon death of the retiree, re-employment of the retiree in a capacity where they again are earning a PERS retirement benefit, or the retiree fails to meet the other applicable conditions specified in this section. However, the retiree may elect to use this supplemental payment for another health plan provided they submit documentation that provides proof of paid health insurance coverage to the City of Napa Finance Department (annually) to verify that payments are being used to supplement the retiree's health care premiums. It will be the retiree's responsibility to maintain current addresses on record with the City of Napa. If checks are returned from the last designated address without correction from the retiree for more than two months, this shall result in cancellation of the supplemental payment. Appeals for reinstatement and/or back payments shall be made to the Finance Department with a final appeal to the City Manager.
  - b) Effective August 1, 2003 that sum will be increased to One Hundred (\$100.00) Dollars per month.
  - c) Effective December 1, 2003, the supplemental payment will be determined by surveying the nine (9) survey agencies identified in Section 3.1 and computing the median of the survey agencies'

contributions toward employee's retiree medical coverage for retired employees with 10 or more years of service.

- d) On March 1, 2005, the City will conduct a survey of the nine (9) identified survey agencies' contribution toward employee's retiree medical coverage for retired employees with 10 or more years of service.
  - e) Effective July 1, 2005, the City's supplemental payment toward employee's retiree medical coverage shall be adjusted to the median of the survey agencies' contributions toward employee's retiree medical coverage.
  - f) On March 1, 2009, the City will conduct a survey of the nine (9) identified survey agencies' median contributions toward employee's retiree medical coverage for retired employees with 10 or more years of service. Effective July 1, 2009, the City's supplemental payment toward employee's retiree medical coverage shall be adjusted to the median of the survey agencies' contributions toward employee's retiree medical coverage.
  - g) In no event shall the City's supplemental payment be less than One Hundred Dollars (\$100.00) per month under this Section 5.12 (6).
  - h) The dollar amount of the supplemental payment for retiree health insurance shall be fixed and remain at the rate in effect upon the date of retirement.
- (7) The retired employee must enroll in a Medicare supplemental insurance program when they become eligible for Medicare. The Medicare supplemental insurance premium, along with the cost of the retiree's private health plan, will become the new maximum that the City will pay up to in accordance with item 6. above.

## **Section 6. Reopener**

- 6.1 In the event that amendments to or judicial or administrative interpretations of the Fair Labor Standards Act and/or its regulations impose any new financial, staffing, or other increased obligations on the City, then the City has the right to reopen and renegotiate any provision or practice inside or outside this contract, to recoup the added cost attributable to the AMP bargaining unit.
- 6.2 During the term of this MOU (January 1, 2003 through February 28, 2011) and in the event compression or compaction of base salaries between classifications represented by the Napa City Employees Association (NCEA) and classifications represented by the Association of Managerial and Professionals (AMP), this MOU will be reopened solely for the purpose of assessing the base salary of the identified classification(s) to determine the appropriate relationships. The basis of claiming compression or compaction will include an assessment of whether or not differentials of less than 10%, as established through the spring of 2002 NCEA benchmark survey, are maintained for full supervisory positions. If salary adjustments granted on March 1, 2003 result in supervisory differentials over NCEA subordinate classes or less than what they were after the spring 2002 NCEA benchmark survey, as long as the differential established in the spring of 2002 is less than 10%, modifications will be made to maintain the differential in place after the spring 2002 NCEA benchmark survey.

For purposes of calculating said differentials, the following formula will be used:

- (1) Compute the difference between the AMP class top step salary and NCEA class top step salary.
- (2) Divide by NCEA class top step salary.
- (3) The resulting figure reflects the percentage relationship between the two classes (i.e., .1524 = 15.24%)

- 6.3 During the term of this MOU and in the event that a reclassification of a position in the class of Programmer Analyst results in the creation of a higher level class, a review of the internal salary relationship between this resulting new higher-level class and the Systems Administrator class will be undertaken. The analysis of the Systems Administrator salary will be limited to an assessment of the internal relationship between these classes and will not include or reflect data from an outside external market survey.
- 6.4 The City will contact Napa County and PERS and support the possibility of transferring the PERS assets for Dispatch Manager from the PERS Napa County account to the PERS City account for the years that the Dispatch Manager was in County service. This section is subject to legal capabilities. The City will support State legislation if necessary to effect such a change. AMP shall be an active participant in lobbying Napa County, PERS and the State legislature.

#### **Section 7. Management Leave.**

- 7.1 Employees hired or promoted into AMP-represented positions will be granted management leave of eight (8), ten (10) or thirteen (13) days annually, as determined by the City. Cash out of this benefit is limited to fifty percent (50%) and the balance used during the fiscal year granted or forfeited.
- 7.2 Granted management leave of eight (8), ten (10) or thirteen (13) days will be re-examined when position is vacated or when an employee is promoted, demoted or transfers to a new position, at which time, the management leave could be reduced or increased depending upon assigned duties and responsibilities.
- 7.3 The City Manager is authorized to allocate up to two (2) days additional management leave to employees authorized to receive management leave, if they have worked above and beyond what would be considered normal work requirements during an emergency event. The employee has the option of taking the additional management leave in time off or in the form of pay.

#### **Section 8. Vacation**

Effective January 1, 2003, vacation shall be accrued as follows:

<u>Years of Service</u>	<u>Accrual Hours/Year</u>
0-4	120.00
5-9	137.14
10-12	154.28
13-16	171.43
17-19	188.57
20+	205.71

Accrual hours will be proportionally applied for work schedules other than forty (40) hours a week.

The maximum annual carry-over of accrued vacation will be two hundred eighty (280) hours with an additional forty (40) hours for special purposes upon the approval of the City Manager. Bargaining unit members with maximum accrued vacation hours and who receive City Manager approval, may cash out annually up to 80 hours of vacation.

## **Section 9. Sick Leave**

- 9.1 For any bargaining unit employee hired on or before July 1, 1982, that chooses the sick leave conversion for retiree medical coverage benefit (refer to Section 5.8(5)), the City shall continue the policy of compensating for accrued and unused sick leave upon retirement at the rate of one (1) month's current single-party health insurance premium for each day of unused sick leave, so long as the amount contributed does not exceed the actual premiums; provided, however, that this benefit shall not be available for sick leave days used for the retirement credit as provided for under PERS Section 20965. Retiree sick leave conversion benefits provided herein shall not require the City to pay premiums exceeding the single-party health insurance premiums for existing employees as modified from time to time.
- 9.2 Bargaining unit employees shall accrue twelve (12) days sick leave benefit per year. Once a year, during the month of December, employees may convert from the twelve (12) days sick leave accrual to four (4) days sick leave and four (4) days vacation leave accrual or no (0) days sick leave and six (6) days vacation leave accrual. Existing credits continue.
- 9.3 Bargaining unit employees may convert existing sick leave balances to vacation days as follows:
- (1) A maximum of fifteen (15) sick leave days may be converted to vacation days, once a year, as described below, at a ratio of three (3) sick leave days to one (1) vacation day; and
  - (2) A maximum of twenty (20) sick leave days may be converted to vacation days, once a year, as described below, at a ratio of four (4) sick leave days to one (1) vacation day.

Bargaining unit members wishing to exercise either or both of the above options must notify the Finance Department during the month of December. Conversion shall become effective on the following January 1.

## **Section 10. Bereavement Leave**

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled work days per occurrence. Such bereavement leave shall not be deducted from any accrued leaves including vacation, CTO, and/or sick leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, child, grandparents, grandchildren, "mother-in-law or father-in-law" and stepchildren where there is a child-rearing relationship. At the request of the City, the employee will furnish a death certificate or newspaper announcement and proof of relationship. This provision is in-lieu of Civil Service Rule 9, Part A, 3(c) – "Approved Sick Leave".

## **Section 11. Deferred Compensation**

- 11.1 A 457 Deferred Compensation Plan is available to all members of AMP. The City of Napa will also make available a 401(a) Plan for AMP members.
- 11.2 The City shall contribute one hundred dollars (\$100.00) per month for each bargaining unit member to a City-provided 401(a) Plan. Contributions to a 457 Deferred Compensation Plan are made voluntarily by the employee.
- 11.3 If employees decide to contribute funds to the 401(a) Plan, a common dollar contribution must be made by all members of the unit. There is no required employee contribution nor is there a minimum dollar requirement.

## **Section 12. Working Hours**

- 12.1 Daily working hours for bargaining unit members shall be flexible, provided the amount of hours in the normally scheduled workday is performed. Attendance will be required during at least six (6) core hours, which will be determined by the City on an individual basis. The six (6) core hours will be contiguous with the exclusion of a lunch break, which shall not exceed two (2) hours.
- 12.2 It is agreed that all bargaining unit members shall be on an official forty (40) hour work week, allowing for schedule modifications pursuant to Section 12.3.
- 12.3 The City agrees to consider implementing modified work scheduled (i.e., 4-10, 9-80) at the request of employee(s) or at the initiative of the City. Requests made by employees shall not be binding upon other employees. Initiatives of the City shall not be used to alter a Monday-Friday work week for those employees who normally have that work week, provided, however, that the foregoing does not affect those employee classifications for which a work week other than Monday-Friday previously has been utilized or for which such a work week may be appropriate in the future due to the needs of the City. Modified work schedules are subject to the approval of the Department Manager and the City Manager, with the needs of the City, service to the public and the needs of the employee(s) being considered.
- 12.4 The City and AMP agree to meet and discuss the development and implementation of a 9-80 work schedule, with a plan that every other Friday, City offices would be closed.

## **Section 13. Acting Pay**

Employees temporarily assigned the major portions of duties of a position of higher classification will be compensated within the current salary range of the higher classification. Such compensation shall be at a rate no less than three percent (3%) above the employee's existing rate and shall be applied only upon the completion of fifteen (15) consecutive calendar days of such assignment. If a period of six (6) months has not elapsed since a previous assignment to the same higher classification, the higher compensation shall begin immediately. The provision of compensation just described, except for exempt employees, shall apply only if the position is unoccupied due to an unscheduled emergency absence, during periods a position is vacant, or other approved absence excluding vacation leave, management leave and holidays. Compensation for acting in a higher classification due to an absence not defined in the foregoing shall be determined by a majority vote of a board comprised of the City Manager, Personnel Director, President and Vice-President of the appropriate certified employee organization and the public member of the Civil Service Commission.

**Section 14. Performance Bonus**

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

**Section 15. Holidays**

15.1 The recognized holidays for all bargaining unit members shall be:

Martin Luther King's Birthday	Columbus Day
Presidents Day	Veterans Day
New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Floating Holiday	

Twelve O'clock noon to closing hour the last working day before Christmas Day.

Christmas Day  
Employee's Birthday

and observed with the following provisions:

- (1) When a holiday falls on Sunday, the following Monday shall be observed.
- (2) When a holiday falls on Saturday, the preceding Friday shall be observed.
- (3) When an employee's regular day off falls on the regular day granted as a holiday, another day between the holiday and the end of the year shall be granted on an individual basis. Department Managers shall have the authority to schedule such "floating" days according to the needs of the service and the wishes of the employee in that order.
- (4) The holiday of twelve o'clock noon to closing hour the last working day before Christmas shall not be recognized when Christmas falls on Saturday, Sunday or Monday.
- (5) The employee Birthday Holiday may be taken at a time mutually agreeable between the employee and the employee's Department Manager at any time during the calendar year consistent with the provisions for a floating holiday noted below in #6.
- (6) Effective January 1, 1995, the Admission Day Holiday is omitted, and in its place the bargaining unit members will be entitled to a Floating Holiday, scheduled by mutual agreement between the employee and

the Department Manager. The Floating Holiday must be used as a day off with pay, and employees will not be granted a day's pay in lieu of time off. Floating Holidays may not be carried over into a succeeding calendar year.

**Section 16. Dues Deduction**

The City agrees to continue to provide a deduction for AMP regular dues so long as a signed authorization remains on file.

**Section 17. Residency**

Within a reasonable period of time from the date of appointment, as established by the City at the time of hire, bargaining unit members appointed to the positions listed below shall be required to establish a bona fide residence which is located within forty-five (45) minutes driving time, under normal driving conditions, from City Hall:

- |                                 |                                      |
|---------------------------------|--------------------------------------|
| Accounting & Audit Supervisor   | Parks Superintendent                 |
| Assistant Public Works Director | Assistant Planning Director          |
| Chief Building Official         | Recreation Superintendent            |
| Senior Civil Engineer           | Recreation Supervisor                |
| Finance Manager                 | Revenue Supervisor                   |
| Information Technology Manager  | Streets and Electrical Manager       |
| Deputy City Clerk               | Water Division General Manager       |
| Communications Manager          | Water Operations Supervisor          |
| Fleet Manager                   | Water Systems Maintenance Supervisor |

Positions not listed above shall not be subject to a residency requirement.

As new job classifications or positions are added to the bargaining unit, the residency requirement for each (if any) shall become part of this bargaining unit's Memorandum of Understanding.

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.

Any permanent employee who is a member of the bargaining unit as of July 1, 1997, and who is not in compliance with the above requirements as of that date, shall not be required to come into compliance unless the bargaining unit member changes residence, at which time compliance will be required. All bargaining unit members hired on or after July 1, 1997 shall be subject to these requirements.

All bargaining unit members shall be required to maintain a current statement of residence in the Personnel and Finance Departments.

**Section 18. Workers' Compensation Supplement**

The City shall provide Workers' Compensation supplement, so that each bargaining unit member shall receive up to sixty (60) calendar days at full salary and benefits from a job-related injury.



**Section 19. "Without Pay" Practices**

The "Without Pay" policy for all bargaining unit members shall be as follows:

- 19.1 A leave of absence without pay for between five (5) and up to thirty (30) calendar days may be granted by the Appointing Authority upon thirty (30) days' advance written request of an employee and recommendation by the Department Manager. The requirement for thirty (30) days' advance written request may be waived in emergency situations at the discretion of the City Manager. Denial of such request is a management prerogative, and is non-grievable. Such leave may be extended up to one (1) year by action of the City Council.
- 19.2 No benefits are accrued while on "without pay" status; but when an employee resumes work, their employee benefits (i.e. the City cost of providing health and welfare, insurances, vacation, sick leave, holidays, etc.) shall accrue, and, if resuming work on a part time basis, shall be prorated on an hour-for-hour basis.
- 19.3 No benefits shall be paid by the employer for the period of time while a person is on "without pay" status (health insurance, life insurance, dental insurance, holiday, etc.).
- 19.4 An employee on "without pay" status shall compensate the City of Napa on a pro rata basis for any prepaid benefits (health insurance, life insurance, dental insurance, etc.).
- 19.5 No "without pay" shall be authorized to persons with probationary status unless recommended by the Department Manager and approved by the City Manager, it being understood that the probationary period shall be automatically extended by the number of days of absence.
- 19.6 "Without pay" shall be charged on an hour-for-hour basis.
- 19.7 If the "without pay" status includes or precedes a holiday, the employee will not receive pay for the holiday.

**Section 20. No Strike, No Lockout**

The City will not lock out AMP or any members thereof, and neither AMP 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.

**Section 21. Lay-Offs and Reduction in Force**

If it becomes necessary, due to lack of funds, organizational change, or other cause to abolish or consolidate positions thereby resulting in an employee termination, the employee(s) shall be notified of such possibility no less than one hundred twenty days (120) days prior to the effective date. Employee(s) shall be notified no less than ninety (90) days prior to the effective date of any temporary layoff.

**Section 22. Finality of Provisions**

- 22.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

22.2 Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the period of the term of this Memorandum of Understanding, except regarding the interpretation of this Memorandum of Understanding. During the term of this Memorandum of Understanding, there will be no change in any benefit provided in this Memorandum of Understanding without the mutual consent of the City and AMP. There will be no change in any matter outside this Memorandum of Understanding but within the scope of representation without advance notice and an opportunity to meet and confer on such change. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during fiscal years 2003-2011 with respect to any subject matter within the scope of representation for a proposed Memorandum of Understanding between the parties to be effective on or after March 1, 2011.

### **Section 23. Prior Agreements**

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.

### **Section 24. Separability of Provisions**

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

### **Section 25. Employee Rights**

Nothing in this Memorandum of Understanding shall be construed to deny an employee all applicable rights afforded by law.

### **Section 26. Management Rights**

The City shall have management rights, including but not limited to the following, except as otherwise limited by this Memorandum of Understanding, State and Federal law, City ordinance, and City Charter.

To manage and direct its business and personnel; to manage, control and determine the mission of its Departments, divisions, committees, consultants, facilities, equipment and operations; to create, change, combine or abolish jobs, 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 other reasons considered by the 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 work loads; to schedule working hours, shifts and overtime necessary to meet minimum man power 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 MOU; 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 City departments, except to the extent that any such reorganization effects the employment conditions of bargaining unit members as contemplated by State law to be within the scope of meet and confer.

**Section 27. Effective Date**

This Agreement:

- 27.1 Shall become effective upon approval by the City Council of the City of Napa, and upon being signed by the Mayor and City Clerk and the Directors of AMP, provided however, that unless otherwise specified herein, upon being signed, the effective date of this MOU shall be January 1, 2003.
- 27.2 The parties shall use their best efforts to commence the meet and confer process prior to November 30, 2010 with respect to an MOU to take effect March 1, 2011.
- 27.3 Upon expiration of this Agreement, the terms and provisions herein shall continue in effect until a successor Agreement is reached. In the event that an initial proposal is not submitted by any party prior to January 31, 2011, all parties shall be deemed to have waived their right to modify the MOU for the following fiscal year.

**Section 28. Fiscal Emergency**

After all other General Fund (non-restricted) and discretionary reserve contingency funds are exhausted and it becomes necessary for the City to use funds from its Emergency Reserves (that line item account entitled "Half Year's Property Taxes") for non-emergency, operational purposes, or in the event of an unanticipated event causing a fiscal crisis, the City shall have the right to re-open the MOU for the purpose of negotiating the effects of a fiscal emergency, after first conducting a public hearing and declaring thereafter that a fiscal emergency exists in the City of Napa.

**Section 29. Interest-Based Bargaining**

Bargaining unit members agree to use an interest-based bargaining process as the procedure for future meet and confer proceedings.

**Section 30. ADA**

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

This Memorandum of Understanding is executed at Napa, California on this 11th day of March, 2003.

CITY OF NAPA LABOR NEGOTIATORS

ADMINISTRATIVE, MANAGERIAL AND PROFESSIONAL EMPLOYEES

Nina Williams  
Nina Williams, Admin. Asst.

Sherrrie Stone  
Sherrrie Stone, AMP President

Mark Prestwich  
Mark Prestwich, Management Analyst

Philip Brun  
Philip Brun, AMP Board

CITY OF NAPA  
a municipal corporation

Jennifer Gomez  
Jennifer Gomez, AMP Board

By Ed Henderson

Jeff Freitas  
Jeff Freitas, AMP Board

Ed Henderson

CharAnn Neu  
CharAnn Neu, AMP Board

ATTEST: Debra Adams  
City Clerk

APPROVED AS TO FORM:  
[Signature]  
City Attorney

I, the undersigned, Auditor of the City of Napa, countersign this Contract, and hereby certify that there remains unexpended and unapplied, a balance of the General, Water, Garage and Stores Funds sufficient to pay the estimated expense of execution of this Contract.

[Signature]  
City Auditor

## Attachment A

Class Title	Rationale
Deputy City Clerk	Same as Administrative Assistant
Administrative Assistant	10.63% below Mgmt. Analyst
Management Analyst	Market benchmark
Administrative Services Officer	17.23% above Mgmt. Analyst
Property Manager	10% above Mgmt. Analyst
Housing Programs Coordinator	Market benchmark
Waste Reduction/Recycling Coord.	Market benchmark
Code Enforcement Officer	Market benchmark
Accountant	Market benchmark
Revenue Supervisor	6.00% above Accountant
Accounting & Audit Supervisor	Same as Admin. Services Officer
Finance Manager	Market benchmark
GIS Coordinator	3.96% below Programmer Analyst
Programmer Analyst	Market benchmark
Systems Administrator	5.00% above Programmer Analyst
Information Technology Manager	Market benchmark
Recreation Supervisor	14.56% below Recreation Superintendent
Senior Center Supervisor	Same as Recreation Supervisor
Recreation Superintendent	Market benchmark
Junior Engineer	10.06% below Assistant Engineer
Assistant Engineer	11.24% below Associate Engineer
Plan Check Engineer	Same as Associate Civil Engineer
Associate Civil Engineer	Market benchmark
Senior Civil Engineer	Market benchmark
Water Systems Maint. Supv.	Market benchmark
Water Operations Supervisor	Market benchmark
General Manager - Water Division	Internal departmental relationship
Fleet Manager	Market benchmark
Parks Superintendent	Market plus 5%
Street & Electrical Manager	15.03% above Fleet Manager
Chief Building Official	Market benchmark
Assistant Public Works Director	Market benchmark
Associate Planner	Market benchmark
Senior Planner	13.45% above Associate Planner
Assistant Planning Director	13.08% above Senior Planner
Communications Manager	Market benchmark