

AMENDMENT No. 1 to TENTATIVE AGREEMENT

(Ratified on June 15, 2012 by the Administrative, Managerial and Professional Employees and Approved on June 19, 2012 by City Council in closed session)

BETWEEN

THE CITY OF NAPA

AND

THE ADMINISTRATIVE, MANAGERIAL AND PROFESSIONAL EMPLOYEES

1. The City of Napa (City) and the Administrative, Managerial and Professional Employees (AMP) are parties to an MOU with a term of July 1, 2012 through December 31, 2013. The parties are committed to maintaining cooperative labor relations, including discussions over matters outside of the MOU, now and in the future.
2. All terms and conditions set forth in the MOU which are not specifically modified herein shall remain in full force and effect.
3. AMP bargaining unit member Gus Ulloth has expressed a willingness to voluntarily be assigned short-term work in City of Napa Police Department Public Safety Dispatch Division, which would constitute out-of-class duties not covered by the parties' MOU.
4. Section 13.2 of the parties' MOU provides for out-of-class pay when an employee is temporarily assigned to perform additional duties outside of the job specification of the employee's regular classification, in addition to the employee's regular job duties; the provision is silent as to additional duties assigned for a classification outside of the AMP bargaining unit that is not a temporary upgrade to a higher classification.
5. The parties hereby amend MOU Section 13.2 to authorize the City Manager or designee to approve out of class pay to Gus Ulloth for a "temporary" assignment, on a non-precedential basis, under the following terms:
  - a) Extra help dispatch assistance will be requested on an as needed basis for weekend and evening coverage when assistance cannot be provided through current full time and part time staff. Mr. Ulloth's availability to work will be subject to approval of the Information Technology Manager.
  - b) The extra help assignment will terminate on June 30, 2013 or as soon as City of Napa Public Safety Dispatch is at full staffing and is no longer experiencing the need for assistance.
  - c) Mr. Ulloth shall be compensated at one and one-half times his hourly rate when he voluntarily works hours in the Dispatch Center outside of his normal scheduled work day.
  - d) The temporary, short-term assignment does not constitute Temporary Upgrade Pay and is not "compensation earnable" for purposes of reporting to PERS.
  - e) Mr. Ulloth will not accrue additional leave benefits based on the hours worked for the temporary short-term assignment under this Amendment.
  - f) The agreement can be terminated by the City or Mr. Ulloth with at least one-week notice.

Dated: December 19, 2012

By: Nancy Weiss  
Nancy Weiss, Assistant City Manager  
City of Napa

Dated: December 18, 2012

By: Cindy Bannister  
Cindy Bannister, President  
Administrative, Managerial and  
Professional Employees

**ATTEST:**

Dorothy Roberts  
(Signature)  
DOROTHY ROBERTS, City Clerk

**COUNTERSIGNED:**

Ann Mehta  
(Signature)  
ANN MEHTA, City Auditor

**APPROVED AS TO FORM:**

Michael W. Barrett  
(Signature)  
MICHAEL W. BARRETT, City Attorney