

**MEMORANDUM OF UNDERSTANDING
By and Between
THE CITY OF NAPA
and
NAPA CITY FIREFIGHTERS ASSOCIATION
IAFF, LOCAL 3124, AFL-CIO
For July 1, 2011 through June 30, 2013**

This Memorandum of Understanding (hereinafter MOU) is entered into pursuant to the Meyers-Milias-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 Napa City Firefighters Association, International Association of Fire Fighters, Local 3124, AFL-CIO (hereinafter NCFA or Association).

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MEMORANDUM OF UNDERSTANDING
By and Between
THE CITY OF NAPA
and
NAPA CITY FIREFIGHTERS ASSOCIATION
For
July 1, 2011 through June 30, 2013

The City of Napa (City) recognizes the Napa City Firefighters Association (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,” “bargaining unit,” “representation unit,” 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, 2011 through June 30, 2013.

Section 3. Compensation

3.1 Base Salaries and Total Compensation

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 as of July 1, 2011.

During the term of the MOU there shall be no change in the base salaries of members (this does not affect members eligible for step increases).

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

The City shall pay specialty pay in the following amounts to the member(s) assigned as follows:

Assignment

Apparatus Specialist	Three percent (3.0%) of member's monthly base salary
Shift Fire Investigator (up to two positions per shift)	Two percent (2%) of member's monthly base salary
Hazardous Material Team	Four percent (4.0%) of member's monthly base salary

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

Effective July 1, 2008, the City agrees to provide 40-hour assignment pay of seven percent (7.0%) of the member's base monthly salary to members assigned to a forty-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 who are placed on light duty.

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.

3.9 The Apparatus Specialist assignment premium and the 40-Hour assignment premium are compensation earnable for administrative work assigned routinely and consistently which qualifies as special assignment pay under the Fire Staff Premium, in conformance with Title 2 of the California Code of Regulations sections 571(a) and (b) and/or successors thereto. The Bilingual Pay premium, the Shift Fire Investigator, and the Hazardous Material Team premiums are also compensation earnable for special assignments which qualify for special assignment pay in conformance with Title 2 of the California Code of Regulations sections 571(a) and (b) and/or successors thereto.

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) Beginning January 1, 2009, members assigned to a fifty-six (56) hour workweek may accrue up to a maximum of forty-eight (48) hours of CTO. Any member who has accrued more than forty-eight (48) hours of CTO must use CTO to reduce their CTO bank below forty-eight (48) hours before he or she can earn additional CTO. Member's may continuously use and accrue up to the 48 hours during the year. Example: member has 48 hours in July. He/she uses 28 hours in August taking it to 20 hours. They may use and accrue up to the 48 hours continuously until December 31st at which time the CTO is cashed out in its entirety and the process starts over.
 - (c) Beginning January 1, 2009, 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) Starting with calendar year 2009, all remaining CTO hours as of December 31 of each calendar year or upon promotion, shall be paid off in the first full pay period in January of the following year or the pay period in which the promotion occurs.
 - (e) CTO shall be scheduled using the vacation scheduling SOP. CTO shall be used in minimum of one-half (1/2) hour increments.
- 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 bargaining unit member's performance or prepare the bargaining unit 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 bargaining unit 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 work place.

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 returned to their station.
- 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, with the following exception: if a vacancy occurs in the Fire Prevention Bureau, which is filled by a member, the work schedule will be at the Fire Chief's discretion.

8.2 Shift Assignment

The twenty-four (24) hour work shift (average fifty-six (56) hours per week) schedule consists of the "forty-eight-ninety-six" (48/96) format, with members working two (2) shifts in six (6) days, subject to the following:

- (a) At any time, if either NCFA or the Fire Chief believes that the 48/96 schedule has resulted in issues (such as fatigue) that compromise the safety of Fire Department personnel or members of the community, the issue shall be referred to the Department Safety Committee, which shall review the facts (including changes in accident rates since implementation of the schedule, and any other information it deems relevant) and report its findings to NCFA and the Fire Chief prior to any decision to revert back to a "three (3) on-four (4) off" work schedule. Upon review of the findings, if either NCFA or the Fire Chief determines that the issues in question are a result of the 48/96 work schedule, either party shall have the right, by providing written notice to the other party, to revert back to the three (3) on-four (4) off work schedule.
- (b) The parties understand that it may take three (3) to six (6) months to transition from the 48/96 schedule back to the three (3) on-four (4) off schedule. The length of the transition period will be at the discretion of the Fire Chief. In the event that the 48/96 schedule is terminated, Section 17.5 of this MOU shall be eliminated.

8.3 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.

8.4 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.

8.5 Limited 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.

8.6 Shift/Station Assignments

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

8.7 Modified Work Schedules For 40-Hour Members

The City agrees to consider implementing modified work schedules (i.e. 4-10, 9-80, flextime) 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.

8.8 Staffing

The City does not anticipate reductions in current minimum staffing levels of sixteen (16) fire personnel on duty per day (15 members plus a qualified duty chief) and three (3) fire personnel per engine or truck company. The current minimum staffing levels on a daily basis are as follows:

	<u>Current Staffing</u>
Total Personnel (includes one qualified Battalion Chief)	16
Paramedics	5
Captains (classified) (does not include Captain acting as Battalion Chief)	3*

*The 3rd captain will be "hired" (on overtime), if it is required for minimum staffing purposes. 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.

8.9 Limited-Term Staffing

The City agrees that maintaining Fire Department minimum staffing shall be accomplished without the use of Extra Help ("Reserve") Appointees.

8.10 Proration of Benefits

Except as provided in Section 8.5 above, there shall be no proration of member benefits (i.e. the City cost of providing health and welfare insurance, vacation, sick leave, holidays, etc.) for members working fewer than twenty-four (24) hours per week.

8.11 Fire Prevention Bureau

Upon the vacancy of the current forty (40) hour Captain position in the Fire Prevention Bureau, the position shall be an openly competitively tested career track Safety Captain's classified position. (i.e., it is anticipated that there will be no return to line duties). The Safety Captain will be in the bargaining unit represented by NCFA. The City shall establish minimum qualifications that do not unreasonably affect the ability of existing members to competitively participate in the testing process.

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:

8 Semester Hours = 1/2 Unit

18 Semester Hours = 1 Unit

36 Semester Hours = 2 Units

- (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	\$75/month	or
AA Degree	\$139/month	or
BA Degree	\$172/month	

- (d) Notwithstanding the above requirements, members receiving educational incentive pay prior to June 30, 1995, shall continue to be compensated at the appropriate current rate regardless of course of study.
- 10.2 The City agrees to pay one hundred dollars (\$100.00) per month specialty pay to any member who successfully completes the State Fire Officer Certification program and receives certification. This pay is only available to those who have more than three (3) years experience as a paid Firefighter.
- 10.3 The City agrees to pay fifty dollars (\$50.00) per month specialty pay to any member who successfully completes the State Fire Chief Officer Certification program and receives certification. This pay shall be in addition to State Fire Officer Certification pay, and the member(s) must be in the position of Fire Captain.
- 10.4 The City agrees to pay 40-hour Fire Prevention Personnel fifty dollars (\$50.00) per month specialty pay to those who successfully complete the State Fire Prevention Officer I Certification program and receive certification.
- 10.5 The City agrees to pay 40-hour Fire Prevention Personnel fifty dollars (\$50.00) per month specialty pay to those who successfully complete the State Fire Investigator I Certification program and receive certification.
- 10.6 The City agrees to pay 40-hour Fire Prevention Personnel fifty dollars (\$50.00) per month specialty pay to those who successfully complete the State Fire Prevention Officer II Certification program and receive certification.
- 10.7 The City agrees to pay 40-hour Fire Prevention Personnel fifty dollars (\$50.00) per month specialty pay to those who successfully complete the State Fire Investigator II Certification program and receive certification.

Section 11. Firefighter/Paramedics

- 11.1 All new members hired as Firefighter/Paramedic, as well as current bargaining unit 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 The Paramedic Contract Program has been discontinued. Members who were serving under Paramedic contracts shall have the following rights, duties and obligations:
- (a) All such members have been placed in the Firefighter/Paramedic job classification, and are subject to all requirements thereof with the specific exceptions listed herein.
 - (b) For so long as they serve continuously in the Firefighter/Paramedic job classification, all such members shall retain the right to voluntarily demote into the Firefighter classification, regardless of the existence of a vacancy in that classification.
 - (c) Such members who choose to voluntarily demote to the Firefighter classification as described in Paragraph 11(b) above shall be required to give at least six (6) months notice before exercising such option.
- 11.5 Paramedic Staffing
- (a) The term "Paramedic" refers to a Firefighter/Paramedic's or Fire Captain-receiving Paramedic Specialty Pay.
 - (b) If a Paramedic is off or anticipated to be off for an extended period of time (two months from the original date of injury or illness) the Fire Chief will take one of the following steps:
 - Temporarily transfer an available Paramedic to the affected shift, or
 - Create a rotational assignment of Paramedics assigned to the same shift at other stations such that no one station shall normally be covered by only one Paramedic for more than two consecutive months, or
 - Upon the Paramedic's request, assign the member to their designated station as a single Paramedic, so long as the company Captain and Battalion Chief agree that there will not be negative impacts to personnel or the Department, or
 - Offer a Captain Paramedic position (with compensation pursuant to Section 11.6 of this MOU) to a Captain who is paramedic-certified. If this option is taken by the Fire Chief, this assignment may be rescinded by either the Fire Chief or the Captain Paramedic with a minimum of thirty (30) days' notice.
 - (c) The City will normally maintain two (2) Paramedics on each Paramedic Engine.
- 11.6 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 (in accordance with Section 11.5.b.3). 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, 2009, the City agrees to the following:

1. For members who work a fifty-six (56) hour work week the City shall pay an annual amount of \$663.90, to be divided and paid in equal amounts each pay period.
2. For members who work a forty (40) hour work week the City shall pay an annual amount of \$795.50, to be divided and paid in equal amounts each pay period.
3. If a new uniform is adopted by the Fire Chief for members who perform shift work, the City agrees to provide three (3) sets of the new uniform (pants, shirts) to those members, in lieu of one-half of the annual uniform allowance. 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 work boots
 - (e) One (1) approved uniform jacket
 - (f) One (1) approved uniform cap
 - (g) One (1) approved work coveralls
 - (h) Three (3) tee-shirts

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 under emergency circumstances 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 | Veterans Day |
| Martin Luther King Jr.'s Birthday | Thanksgiving Day |
| Washington's Birthday | Day After Thanksgiving |
| Lincoln's Birthday | Twelve o'clock noon to closing hour the last working day |
| Memorial Day | before Christmas Day except when Christmas falls on a |
| Independence Day | Saturday, Sunday, or Monday, provided that Friday or |
| Labor Day | Saturday is observed. |
| Columbus Day | |
| Admissions Day | Christmas Day |

The City will remain open for business on Lincoln's Birthday, Washington's Birthday, and Admissions day, and members assigned to a forty (40) hour work week are required to work on those days. Members assigned to a forty (40) hour work week who are required to work on a scheduled holiday will be allowed eight (8) hours of time off in lieu thereof as scheduled by mutual agreement with the Fire Chief within the same calendar year as the date of the holiday. The eight (8) hours provided under this section must be used as a day off with pay, and the members will not be granted a day's pay in lieu of time off. Holiday time granted under this provision may not be carried over into a succeeding calendar year if not used during the calendar year granted.

Section 15. Holiday Pay

The City will continue the practice of allowing holiday time off for members assigned to a forty (40) hour work week and requiring work on holidays for members assigned to a fifty-six (56) hour work week who will 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.

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:

<u>Years of Service</u>	<u>56-Hour Yearly Hours/Shifts</u>	<u>40-Hour Yearly Hours</u>
0-4	120/5	85.71
5-9	192/8	137.14
10-12	216/9	154.28
13-16	240/10	171.43
17-19	264/11	188.57
20+	288/12	205.71

17.2 The maximum amounts of vacation that may be accrued and carried forward are as follows:

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

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 be on vacation at the same time shall not exceed three (3) per shift. Notwithstanding this limitation, if 3 vacation slots are filled (i.e., vacation has been approved for 3 members on the same shift) at the time an FMLA leave request is authorized for another member (using accrued vacation hours) on the same shift, the FMLA leave will not count as one of the 3 vacation slots. If, at the time a request for FMLA leave is authorized (using accrued vacation hours), and less than 3 vacation slots are filled, the FMLA leave request shall be counted as one of the 3 vacation slots for that shift. 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 Fire Chief 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 bargaining unit 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 bargaining unit 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; (2) HealthNet PPO; and (3) HealthNet HMO, with plan designs as modified effective July 1, 2010. 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 November 1, 2011, the City will contribute the amount equivalent to the FY 11/12 Kaiser rate for the monthly premium for the medical plan in which the member is enrolled (employee-only, employee-plus-one, or family). Members who choose a plan other than Kaiser will contribute on a payroll deduction basis the amount of premium, if any, that exceeds the equivalent Kaiser Plan rate.

Note: The City shall hold a special open enrollment, ending on September 30, 2011.

Effective July 1, 2012, the City's monthly contribution for medical premiums shall be set as described in Exhibit B attached hereto.

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

- 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.

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). 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.

- 20.4 The City will place in a separate actuarial pool all retiree life insurance premiums, regardless of who is paying the premium.
- 20.5 Effective July 1, 1986, the City shall no longer deduct premiums for those who elect to participate in the "Combined Insurance Program." Members who choose to continue with the Program shall be billed directly at their residences.
- 20.6 For Fiscal Year 2011/2012, the City will continue to pay the premium for continuation of existing dental insurance. Effective July 1, 2012, the City contribution for dental coverage will be fixed at the Fiscal Year 2011/2012 Delta Dental Delta Premier rate as follows:

Dental:

Employee Only	\$50.15
Employee Plus One	\$85.26
Family	\$130.40

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.

- 20.7 Effective the pay period containing October 1, 2011, 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 of five hundred dollars (\$500.00) per month. 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.

Effective July 1, 2012, the City contribution for health-in-lieu coverage will be set as described in Exhibit B attached hereto.

- 20.8 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.
- 20.9 NCFA will participate in a Labor-Management Committee, which shall be established by no later than January 1, 2013, 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. If a 457 Plan and Administrator are agreed upon by the City, at the City's option, the 457 Plan will additionally be offered to all members of NCFA.

Section 22. Retirement

- 22.1 The City has amended or shall amend its contract with the California Public Employees' Retirement System (PERS) to provide additional benefits for members as follows:
- (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) Members hired before January 1, 1984, shall be entitled to retirement credit for military service pursuant to Government Code Section 21024. Members hired on or after January 1, 1984, shall not be entitled to retirement credit for military service pursuant to Government Code section 21024. (Effective 10/1/76, Reference MOU #3031, Section 5(c)).
 - (d) The City shall contract with CALPERS for the Military Service Credit as provided for under Government Code section 20996.
 - (e) 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.)
 - (f) The City shall contract with CALPERS for the "three percent (3%) at age 50" retirement plan as provided for under Government Code section 21362.2.
 - (g) Increase in monthly allowance; retirements or deaths prior to 7/1/74 (3-15%) pursuant to Government Code section 21325. (Effective 12/1/80).
 - (h) The City shall contract with CALPERS for the single-highest year retirement benefit as provided for under Government Code section 20024.
 - (i) For members hired on or after January 1, 2012 or as soon thereafter as practicable, the City will contract with PERS to provide 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.
- 22.2 The member shall pay his/her required contribution (currently nine percent (9%)) using the IRC section 414 (h)(2) provision.
- 22.3 Through the term of this MOU, if the City's PERS contribution rate exceeds fourteen percent (14%), the member and the City shall share equally such excess rate, up to nineteen percent (19%) ("Cost Share Percentage").
- (a) The member will pay fifty percent (50%) of such excess cost. The maximum Cost Share Percentage shall be 2.5%. The City will pay the full cost of the Employer rate up to fourteen percent (14%) and over nineteen percent (19%).
 - (b) The City's contribution to health insurance under MOU section 20.2 shall be reduced by an amount equal to the Cost Share Percentage multiplied by the member's PERSable compensation. The member's contribution to health insurance shall increase by the same amount ("Cost Share Contribution"). For example, if the Cost Share Percentage

were 2.5% and a member's monthly PERSable compensation were \$10,000, the City's contribution would be reduced by \$250 and the member contribution would be increased by \$250.

- (c) In the event that the Cost Share Contribution for an individual member exceeds the amount of the City's contribution to health insurance for the member, the balance of the reduction shall be taken from the City contribution to other health and welfare insurances in the following order: Dental and Life Insurance. The member contribution shall be a payroll deduction made on a pre-tax basis through the City's IRC section 125 plan.
- (d) In the event that the Cost Share Contribution exceeds the amount of the City's contribution to all insurances, the balance of the Cost Share Contribution shall be made through a separate payroll deduction.
- (e) The amount of the reduction in employer contribution to health or other insurances shall not be considered for purposes of any compensation survey performed pursuant to the MOU. In other words, the City contribution toward health insurance shall be considered to include the reduction based on the Cost Share Percentage (in the example above, the City maximum contribution to health insurance shall be deemed to include the \$250 deduction).
- (f) The Cost Share Percentage shall be adjusted up or down based on the City's CalPERS contribution rate as determined by CalPERS. The City shall provide NCFAs with a copy of the annual actuarial valuation provided by CalPERS and any other correspondence from CalPERS directly relating to the CalPERS contract covering members within five (5) business days of receipt.
- (g) In addition to the above PERS Cost Share Percentage, members shall pay additional PERS cost share, utilizing the above-described Cost Share Contribution, as follows:

Effective the pay period containing October 1, 2011 – 1.5%;

Effective the pay period containing July 1, 2012 – an additional 1.5% for a total of 3%.

- 22.4 The parties agree that any member who is receiving Fire Academy training prior to regular assignment and has not performed and is not performing duties of a member classification shall not be a member of the Public Safety Retirement System, but shall instead be a member of the Miscellaneous Employees' Retirement System. Upon performing duties of a member classification such member shall thereafter be eligible for the Public Safety Retirement System.

Section 23. Jury Duty

- 23.1 The City shall provide members covered by this Agreement jury duty pay when 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

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

24.1 Members hired after August 1, 1982, shall not be permitted to convert more than the equivalent of one hundred eighty (180) days of unused sick leave to paid up insurance, as described hereinafter. For all members who were employed as of July 1, 2008, and are projected to retire (based on reaching the sooner of thirty (30) years of service or age fifty-five (55) on or before June 30, 2019), the City agrees to give the member the one-time irrevocable option (upon implementation of the Health Reimbursement Arrangement contained herein) to continue the policy of allowing members to convert unused sick leave into single-party health insurance at the rate of one day for one month's premium, based upon a forty (40) hour week, so long as the amount contributed does not exceed actual premiums, or choose to convert sick leave as identified in the applicable Sections 24.3, 24.4, and 24.5.

24.2 As soon as possible after ratification of the MOU by the City Council, the City will create a Health Reimbursement Arrangement (HRA) for all members projected to retire after June 30, 2019.

- (a) The sick leave conversion to an HRA defined contribution is mandatory for all members who are projected to retire after June 30, 2019.
- (b) All retirement projections herein are based on reaching the sooner of thirty (30) years of service or age fifty-five (55). Prior years of service in another PERS agency shall count towards the thirty years of service.
- (c) Members projected to retire on or before June 30, 2019 must notify the City upon the creation of the HRA as to their one-time irrevocable decision to participate. Any members who fail to choose by the deadline will remain covered by the provisions of Sections 24.1 and 24.2.
- (d) The HRA is to be administered by a mutually-agreed-upon third-party administrator such as Bank of America or Nationwide.

24.3 Sick Leave Conversion to Health Reimbursement Arrangement (HRA)

(a) Initial Start-up Contribution

Upon implementation of the HRA, the City will contribute to each member's individual HRA an initial contribution for all participating members as follows:

- (1) The initial HRA contribution for members assigned to a fifty-six (56) hour workweek who have a minimum of 270 hours of accrued sick leave, shall be

computed as follows: Sick leave balance as of thirty days prior to the implementation date of the plan, minus 270 hours, times fifty percent (50%), times the base salary of the member as of thirty days prior the implementation date of the plan. Each member's accrual balance shall be reduced by an equivalent amount of hours.

For Example, if a member has a base hourly salary of \$30.00/hour and has 570 hours of accrued sick leave thirty (30) days prior to the implementation of the HRA, 150 hours of his or her sick leave hours $((570-270)/2=150)$ will be converted to an HRA contribution in the amount of \$4,500 $(150*\$30.00=4,500)$. The member's sick leave balance will be reduced to 420 hours.

- (2) The initial HRA contribution for members assigned to a forty (40) hour workweek who have a minimum of 192 hours of accrued sick leave, shall be computed as follows: Sick leave balance as of thirty days prior to the implementation date of the plan, minus 192 hours, times fifty percent (50%), times the base salary of the member as of thirty days prior the implementation date of the plan. Each member's accrual balance shall be reduced by an equivalent amount of hours.

For Example, if a member has a base hourly salary of \$50.00/hour and has 492 hours of accrued sick leave thirty (30) days prior to the implementation of the HRA, 150 hours of his or her sick leave hours $((492-192)/2=150)$ will be converted to an HRA contribution in the amount of \$7,500 $(150*\$50.00=7,500)$. The member's sick leave balance will be reduced to 342 hours.

(b) Annual Sick Leave Conversion and Contribution

- (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 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 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.

(c) Contribution at Time of Retirement

Upon a member's retirement, the City shall deposit into each participating member's individual HRA that member's remaining sick leave balance at the rate of fifty percent (50%) of the member's base hourly rate at the time of retirement.

24.4 The annual 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 24.4(c) 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 HRA. 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

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.

26.2 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) Bargaining unit 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. 208.10.

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 sixty (60) minutes driving time, under normal driving conditions, from his/her residence of Fire Station #1. Mapquest or an equivalent mapping program may be used on an ongoing basis to determine the sixty (60) minute boundary. Once a member

has established a residence within the sixty (60) minute boundary, that member will be deemed in compliance with the residency requirement until they change residence.

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.

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

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 bargaining unit 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 the representation unit 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 this bargaining unit:

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 Evening of Honor

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.

Five and ten-year award recipients are allowed six (6) hours paid release time off to attend.

Fifteen-year award recipients and above or the Evening of Honor recipient are allowed the night off to attend, up to a maximum of fourteen (14) hours paid release time.

It is the member's responsibility to find a qualified replacement who will be paid on an overtime basis, provided minimum staffing has not been met. The member's immediate supervisor's approval of the replacement is required.

If a replacement cannot be arranged, the member will not be allowed the time off to attend the Service Awards Dinner or Evening of Honor.

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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) calendar days after receiving the grievance or ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 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 ten (10) 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 NCFCA 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 adopted in Fiscal Year budget 2011-2013, which is 12% of the General Fund budgeted operating expenditures) 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 a furlough affecting members covered by this Memorandum of Understanding, after first conducting a public hearing and declaring 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 NCFCA or any members thereof, and neither NCFCA 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

40.1 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 Mayor and authorized representatives of NCFA.
- 43.2 The parties shall use their best efforts to commence the meet-and-confer process prior to March 31, 2013 with respect to a Memorandum of Understanding to take effect July 1, 2013.
- 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 2nd day of May, 2012.

CITY OF NAPA

Ken Weiss
Debra Burr
[Signature]

NAPA CITY FIREFIGHTERS ASSOCIATION

[Signature]
[Signature]

CITY OF NAPA
A municipal corporation

By [Signature]

ATTEST:
[Signature]
DOROTHY ROBERTS, City Clerk

APPROVED AS TO FORM:

[Signature]
MICHAEL W. BARRETT, City Attorney

COUNTERSIGNED:

[Signature]
ANN MEHTA, City Auditor

EXHIBIT A

CITY OF NAPA NCFA SALARY SCHEDULE

Effective July 1, 2011

BASE MONTHLY SALARY						
Effective July 1, 2011						
	A1	A2	B	C	D	E
Firefighter	6,392	6,705	6,996	7,331	7,668	8,033
Firefighter/Paramedic	7,027	7,369	7,694	8,064	8,431	8,836
Fire Captain	7,731	8,104	8,461	8,870	9,271	9,719

BASE MONTHLY SALARY						
Effective July 1, 2012						
	A1	A2	B	C	D	E
Firefighter	6,392	6,705	6,996	7,331	7,668	8,033
Firefighter/Paramedic	7,027	7,369	7,694	8,064	8,431	8,836
Fire Captain	7,731	8,104	8,461	8,870	9,271	9,719

EXHIBIT B

1. For FY 12/13, the City initially projected the cost of medical contributions for the NCFA unit based on rates contained in the August 30, 2011 tentative agreement as follows:
 - a. Medical contributions for members enrolled in City plans set at the FY 11/12 contribution rate;
 - b. Health-in-lieu contributions set at the single rate for the FY 11/12 City Kaiser plan (\$533.38); and
 - c. City cost calculated on the enrollment status of 46 current members of the unit.
2. Based on the above, the City projected a monthly City cost for current members of \$54,117 for FY 12/13.
3. For the purpose of determining City contribution rates effective July 1, 2012, the parties have agreed to assume a monthly City cost for the current 46 members to include an additional \$4,000 per month, for a total of \$58,117 per month.
4. Based on \$58,117 per month City contribution for 46 members, NCFA shall determine the City's contribution rates for its 46 members to fall within this amount.
 - a. NCFA shall determine rates for members on City plans and for members who choose health-in-lieu (as described in MOU section 20.7).
 - b. Once NCFA sets the medical contributions for both City plans and health-in-lieu, based on the \$58,117 per month for 46 members, those rates shall be applied to new members of the bargaining unit.
 - c. The rates shall be set forth in a side letter to the MOU, to be finalized by the parties no later than June 15, 2012.