

MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA
And
THE MANAGEMENT UNIT OF THE NAPA POLICE DEPARTMENT
For
JULY 1, 2007 THROUGH DECEMBER 31, 2010

TABLE OF CONTENTS

SECTION 1. CLASSIFICATION.....	1
SECTION 2. TERM	1
SECTION 3. SALARY.....	1
SECTION 4. UNIFORM ALLOWANCE	2
SECTION 5. HOLIDAYS/HOLIDAY PAY	2
SECTION 6. VACATION	3
SECTION 7. ACTING PAY	3
SECTION 8. PROMOTIONS	3
SECTION 9. INSURANCE	3
SECTION 10. COMBINED INSURANCE (ACCIDENTAL DISABILITY)	5
SECTION 11. DEFERRED COMPENSATION	5
SECTION 12. WORKING HOURS/WORK SCHEDULES	5
SECTION 13. MANAGEMENT LEAVE.....	6
SECTION 14. RETIREMENT	6
SECTION 15. SICK LEAVE/SICK LEAVE CONVERSION.....	7
SECTION 16. RESIDENCY	9
SECTION 17. SHOULDER PATCHES	9
SECTION 18. BODY ARMOR.....	9
SECTION 19. TIME OFF FOR MANAGEMENT UNIT BUSINESS.....	10
SECTION 20. AMERICANS WITH DISABILITIES ACT.....	10
SECTION 21. FISCAL EMERGENCY.....	10
SECTION 22. FULL UNDERSTANDING	10
SECTION 23. NO STRIKE, NO LOCKOUT	11
SECTION 24. SEPARABILITY.....	11
SECTION 25. EFFECTIVE DATE.....	11
SECTION 26. FUTURE NEGOTIATIONS	11
SECTION 27 – AUTOMOBILE ALLOWANCE	11

MEMORANDUM OF UNDERSTANDING
Between and For
THE CITY OF NAPA
And
MANAGEMENT UNIT OF THE NAPA POLICE DEPARTMENT
For
JULY 1, 2007 THROUGH DECEMBER 31, 2010

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 Management Unit of the Napa Police Department (hereinafter Management Unit). As a result of meet and confer sessions, the City and Management Unit have agreed to the following:

Section 1. Classification

- 1.1 The City recognizes Management Unit as the certified employee organization representing the following classes of employees: Commander, and as the certified employee organization of the classifications of Captain and Lieutenant when those classifications are established.
- 1.2 The City agrees that the classifications represented by the Management Unit are management classifications. Management Unit agrees that, upon adoption of policies by the City Council and City Management, they will represent and support such adopted policies.

Section 2. Term

The term of this MOU shall be from January 1, 2005 through June 30, 2007.

Section 3. Salary

- 3.1 Effective July 1, 2007, January 1, 2008, January 1, 2009, and January 1, 2010, the Commander top step salary shall be increased to be 31.5% above top step Sergeant. See Exhibit A for the salary chart.
- 3.2 Upon establishment of the classification of Lieutenant, top step salary shall be set at 17% above top step Sergeant. Thereafter, Lieutenant top step salary shall be increased to be 17% above top step Sergeant each January 1 during the term of this MOU. The differential shall be calculated in the same manner as calculated for Commanders, as set forth in Exhibit A.
- 3.3 Upon establishment of the classification of Captain, top step salary shall be set at 31.5% above top step Sergeant. Thereafter, Captain top step salary shall be increased to be 31.5% above top step Sergeant each January 1 during the term of this MOU. The differential shall be calculated in the same manner as calculated for Commanders, as set forth in Exhibit A. Once all appointments to the Captain

Captain classification are made, any current bargaining unit members who remain in the Commander position will have their salary Y-rated.

- 3.4 In recognition of the management structure of the Police Department a bargaining unit employee will receive an additional 3% of the employee's base monthly salary for a POST supervisory certificate and an additional 4.5% of the employee's base monthly salary for a Post Management certificate. Such POST supervisory certificate and POST Management certificate pay will be solely during the term of this Memorandum of Understanding or until a successor Memorandum of Understanding is negotiated in the event the negotiations continue past December 31, 2010.

Section 4. Uniform Allowance

- 4.1 The City agrees to pay Five Hundred Fifty-five Dollars and ninety cents (\$555.90) per year for uniform allowance (includes 9% PERS contribution).
- 4.2 Uniform allowance for all represented employees shall be paid semi-annually (March 1 for January through June; September 1 for July through December) by checks separate from the employees' regular paycheck. During the term of the MOU, the City may change the method and timing of payment as part of a new payroll system implementation.
- 4.3 It is understood that the amount paid hereunder constitutes a reimbursement to employees for expenses actually and necessarily incurred in the purchase, maintenance, and cleaning of the uniforms such employees are required to wear.

Section 5. Holidays/Holiday Pay

- 5.1 The following listed holidays shall be recognized, entitling bargaining unit members to "Holiday Pay," which will be paid in accordance with PERS rules:

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

The parties acknowledge that the City will remain open for business on Lincoln's Birthday, Washington's Birthday, and Admissions day. At such time as the City Council grants Cesar Chavez as a holiday for City employees then that holiday will also be added to Section 5.

Section 6. Vacation

6.1 Vacation shall be accrued as follows:

<u>Years of Service</u>	<u>Accrual Hours/Year</u>
0-4	85.71
5-9	137.14
10-12	154.28
13-16	171.43
17-19	188.57
20+	205.71

6.3 The daily accrual rates specified above are subject to revision based on the City's conversion to an annual work schedule of 2080 hours.

6.3 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.

6.4 All other aspects and practices regarding vacation benefits shall continue in effect.

Section 7. Acting Pay

The positions covered by this Memorandum of Understanding accept the fact that they may be required to perform at a higher classification from time to time and shall receive no additional salary therefor; provided, however, that a Commander or Captain who is assigned to the position of Chief, or a Lieutenant who is assigned to the position of Commander or Captain, and acts in that position for more than thirty (30) consecutive calendar days shall be entitled to receive acting pay from and after expiration of the thirty (30) days until completion of the assignment. Acting Pay shall be at least 7% above top step Commander, Captain, or Lieutenant, as applicable.

Section 8. Promotions

Upon promotion in rank to the position of Lieutenant, Captain, or Commander, the City will adjust the salary of the promoted unit member to Step M.

Section 9. Insurance

9.1 The City will continue to offer the current medical insurance plans through Kaiser, and Health Net. Effective January 1, 2005, each employee 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.

9.2 In the event NPOA-Mid transitions from the City health plan to coverage under CalPERS during the term of the MOU, the City agrees to allocate not more than the one-party, two-party and family premiums currently set by the City's benchmark health plans per month per bargaining unit member to

to this plan. Bargaining unit members are liable for the difference between the total cost of the health plan chosen and the City's contribution. Bargaining unit members agree to pay any co-payment for office visits, prescriptions, etc. as specified in the CalPERS Plan. The City agrees to pay all administrative fees/costs associated with the above program. NPOA-Mid retirees who opt for coverage under the CalPERS Plan will enter at the minimum required CalPERS rate. It is the intent of the City not to cover retirees beyond the minimum required PERS contribution.

- 9.3 The City will continue to pay the premium for continuation of existing dental insurances. The City will provide the plan known as "Delta Care" as an alternative dental plan.
- 9.4 The City reserves the right at any time during the term of this Memorandum of Understanding to provide medical or dental benefits under plans offered by alternate carriers or through a program of self-insurance, self-administration of claims through a third party administrator, or a combination of the above. In the event the City wishes to exercise this option, alternate coverage shall be substantially equivalent to the coverage in effect on the date the City makes such an election.

In addition, as part of its shared interest in exploring options to reduce the cost of City-provided Health Benefits and Welfare Benefits, NPOA-Mid agrees to participate in a multi-unit Labor-Management Committee that will explore options and discuss Health Benefits issues through the term of this Agreement. The Committee may make recommendations to the parties regarding appropriate modifications to the current benefits provided by the City.

NPOA-Mid agrees to any designated plan design change proposed by the City and agreed to by the other safety bargaining units during the term of the MOU, or until NPOA-Mid transitions to CalPERS Health. NPOA-Mid acknowledges that a plan design change may affect the amount of health in lieu payment received by members who do not receive health insurance coverage through the City.

- 9.5 The City shall pool separately from current employee premiums, all retiree life insurance premiums, regardless of who is paying the premium.
- 9.6 The City shall continue to contribute premiums for life insurance coverage equivalent to two and one-half (2 1/2) times the employee's annual salary (to a maximum of \$50,000) during the period of employment of each employee represented by the Management Unit. After July 1, 1984, 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. Employees shall be entitled to purchase an additional amount of life insurance if available.
- 9.7 Life Insurance:
Employees 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 amount of \$250,000.
- 9.8 Effective July 1, 1984, bargaining unit members shall not be entitled to City-paid life insurance premiums on retirement. (Conversion to retiree-paid premiums on retirement is optional).

- 9.9 Upon 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.
- 9.10 In lieu of coverage under a health plan provided by the City or under CalPERS, an employee who provides proof of coverage comparable to that provided by the City or CalPERS 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. Reenrollment in a plan provided by the City or CalPERS 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 or CalPERS.
- 9.11 Proration of Benefits. There shall be no proration of employee benefits (i.e., the City cost of providing health and welfare insurance, vacation, sick leave, holidays, etc.) for employees working less than twenty-four hours per week. Any deduction shall be made pursuant to the FLSA.
- 9.12 The City will implement the provisions of Internal Revenue Service Code Sections 125 and 129, allowing payment of certain dependent and health care expenses on a pre-tax basis.

Section 10. Combined Insurance (Accidental Disability)

Those employees who elect to take the combined insurance coverage for accidental disability shall be billed for said premium through payroll deduction as currently being administered.

Section 11. Deferred Compensation

- 11.1 A Deferred Compensation Plan is available to all members of Management Unit. If a 401K Plan and Administrator are agreed upon by the City, at the City's option, the 401K Plan will additionally be offered to all members of this bargaining unit.

Section 12. Working Hours/Work Schedules

- 12.1 Daily working hours for bargaining unit members shall be flexible, provided the amount of hours in the normally scheduled work day is performed. The Police Chief shall have the sole discretion of assigning working hours and work schedules.
- 12.2 It is agreed that all bargaining unit members shall be on an official forty (40) hour work week.

Section 13. Management Leave

- 13.1 Members of this bargaining unit are exempt from the Fair Labor Standards Act and shall be entitled to one hundred four (104) hours of management leave with pay during each fiscal year. Members of this bargaining unit may elect to receive cash payment in lieu of leave with pay for not more than fifty-two (52) hours of management leave during each fiscal year.

Section 14. Retirement

- 14.1 The City shall provide retirement benefits to all employees subject to this Memorandum as outlined in Section 14. The single highest year retirement benefit will be provided for as stated in Section 20042 of the Government Code and with increased 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 21427.

- 14.2 The City of Napa agrees to participate in the IRC provision (414)(h)(2) (known as Employee Paid Member Contribution (EPMC) allowing employee contributions to CalPERS to be tax-deferred. For the term of this MOU, salary increases will be calculated on base salary including EPMC. Recognizing the potential indirect costs associated with the administration of PERS Conversion (EPMC) in this manner, i.e., ripple effects for future pay adjustments, specialty pays, etc., such costs will be analyzed over the term of this contract. Upon expiration of this MOU, the method of administering PERS Conversion and the resulting basis upon which future salary increases, specialty pays, etc. will be calculated will be a meet-and-confer item.

- 14.3 The City shall provide the benefit known as Fourth Level 1959 Survivor Benefit pursuant to Government Code Section 21574 effective July 1, 1997. The bargaining unit members agree to pay two dollars (\$2.00) per month for this benefit.

- 14.4 The City will contract with PERS for the Military Service Credit as provided for under Government Code Section 20996. Employees are entitled to convert unused accumulated sick leave to service credit as provided for under Government Code Section 20965.

- 14.5 The City will contract with PERS for the "three percent (3%) at age 55" retirement plan as provided for under Government Code Section 21363.1.

Effective December 1, 2004, the City will contract with PERS for the "three percent (3%) at age 50" retirement plan as provided for under Government Code Section 21362.2.

- 14.6 Effective December 1, 2004 and through the term of this MOU, 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 (the Cost Share Percentage); 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

the full cost of the Employer rate up to fourteen percent (14.00%) and over nineteen percent (19.00%).

The employee payment under this provision may be made each year using the IRC 414 (h) (2) provision.

- 14.7 The City's contribution to health insurance under MOU Section 9.1 or the "in lieu" payment under MOU Section 9.10 shall be reduced by an amount equal to the Cost Share Percentage multiplied by the employee's PERSable compensation. The employee'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 an employee's monthly PERSable compensation were \$10,000.00, the City's contribution to health insurance would be reduced by \$250.00, and the employee contribution would be increased by \$250.00.
- 14.8 In the event that the Cost Share Contribution for an individual employee exceeds the amount of the City's contribution to health insurance or "in lieu" payment for the employee, 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 employee contribution shall be a payroll deduction made on a pre-tax basis through the City's §125 plan.
- 14.9 In the event that the Cost Share Contribution exceeds the amount of the employee's contribution to all insurances, the balance of the Cost Share Contribution shall be made through a separate payroll deduction.
- 14.10 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 the Management Unit with a copy of the annual actuarial valuation provided by CalPERS within five (5) business days of receipt.

Section 15. Sick Leave/Sick Leave Conversion

15.1 Bargaining unit members shall receive sick leave as follows:

	<u>Hours/Year</u>	<u>Daily Accrual Rate</u>	<u>Hours Accrued In 15 Days</u>	<u>In 16 Days</u>
Sick Leave	96	.26284	3.94	4.21

Daily accrual rate subject to change based on payroll calculations converting to a 2080 hour annual work schedule.

15.2 For all bargaining unit members who were employed as of June 30, 1984, the City agrees to allow bargaining unit members to convert unused sick leave into single-party health insurance at the rate of one day for one (1) month's premium, based upon a forty (40) hour week, so long as the amount

contributed does not exceed actual premiums, provided however, that this benefit shall not be given for sick leave days used for the retirement credit provided for under the second sentence of Section 14.4 above. Bargaining unit members hired on or after July 1, 1984 shall be permitted to convert no more than the equivalent of one hundred eighty (180) days of unused sick leave to paid-up insurance upon retirement, as described hereinafter.

15.3 For those employees hired between July 1, 1984 and July 1, 1987 inclusive and who were members of the NPOA-Mid bargaining unit on July 1, 2007, who do not avail themselves of the above provision in Section 15.2, the City will contribute the single party retiree monthly premium Kaiser health insurance rate. This payment shall remain in effect for the life of the retiree only.

15.4 Bargaining unit members upon retirement may receive health premium reimbursement as described herein, provided that the employee meets and abides by all of the following qualifications (the following qualifications set forth in sections 15.4.1 through 15.4.6 do not apply to eligible bargaining unit members utilizing Section 15.3):

15.4.1 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 enrolled in CalPERS health or with the City's health plan through COBRA. The employee must be enrolled in CalPERS health or one of the City's available plans prior to retirement. If an employee receives in lieu health coverage 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.

15.4.2 The full cost of the retired employee's participation in one of the medical plans shall be deducted from the employee's retirement check subject to 15.4.3 (less any PERS-required City contribution, if applicable).

15.4.3 The 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. Once a retired employee waives his or her participation in the City's medical plan coverage such waiver shall be irrevocable.

15.4.4 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 before July 1, 1987 may choose to have the current plan (sick leave conversion to retiree medical coverage as described in section 15.2) or the employee may choose the plan described below.

15.4.5 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 \$237 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

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) 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.

15.4.6 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 15.4.5 above.

15.5 Existing sick leave may be converted to vacation on a ratio of three (3) sick leave days to one (1) vacation day, with a maximum of five (5) new vacation days per calendar year. Bargaining unit members wishing to exercise this option must so notify the Finance Department during the month of December. Conversion shall then become effective January 1.

Section 16. Residency

Bargaining unit members may reside up to forty-five (45) minutes driving time from the Police Department, observing existing traffic laws.

Section 17. Shoulder Patches

The City shall provide shoulder patches through the Police Department facility rather than through Central Stores.

Section 18. Body Armor

The City agrees to provide all body armor for all unit members. City issued body armor which is regularly used by the unit member to whom it is issued shall be replaced every five (5) years, if requested by the unit member.

Those sworn employees who are assigned to the "Uniformed Bureau" of the department are highly encouraged to wear their body armor. Wearing of body armor is mandatory when ordered by an employee in a supervising capacity. Depending upon a situational occurrence or assignment, a supervising employee will have the authority to decide when the wearing of body armor is mandatory.

Whenever an employee is not wearing body armor, the employee will have the body armor immediately available in the event the employee is assigned and ordered to wear it.

The City shall issue body armor that is in conformance with NIJ rating as adequate for normal duty use (no less than level 2A). If an officer chooses to purchase a vest that exceeds the above requirements, the City will reimburse that officer for the cost of said vest, not to exceed three hundred fifty dollars (\$350.00).

Issued body armor which is damaged through improper care or use shall be subject to repair or replacement at the employee's expense.

Section 19. Time Off for Management Unit Business

The City agrees to allow a maximum total time off without pay up to forty (40) hours to conduct Management Unit business. Such time off shall be governed by existing vacation notification rules.

Section 20. Americans with Disabilities Act

The City and the Management Unit recognize that the city has an obligation under the Americans With Disabilities Act (ADA) to meet with individual employees who request reasonable accommodation in the work place because of a disability. The Management Unit 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 way, hour or working condition. The Management Unit will be afforded the opportunity to consult with the City about the impact of such accommodation(s).

Section 21. Fiscal Emergency

In the event it becomes necessary for the City to use funds from its Emergency Reserves (that line item account entitled "Half-Year's Property Taxes") 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 employees 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. In the event any other bargaining unit agrees to a revised fiscal emergency provision, the City upon written notice may reopen this MOU to negotiate a revised fiscal emergency provision with this bargaining unit.

Section 22. Full Understanding

The parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. There shall be no changes in any matter covered by the express provisions of this contract without the mutual consent of the parties. If the City proposes a change in any matter within the scope of representation (as defined by the Meyers-Millias-Brown Act) which is not covered by this Memorandum of Understanding, then the parties agree to meet and confer

parties agree to meet and confer in good faith prior to the implementation of such change. Except as expressly provided herein, the parties knowingly waive any right they might otherwise have to meet and confer during the term of this Agreement.

Section 23. No Strike, No Lockout

During the term of this Memorandum of Understanding, the City will not lock out any member of this unit and no member of this unit will engage in, cause, or encourage any strike, slow down, concerted refusal to work, or other interruption of the City's operation.

Section 24. 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 negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

Section 25. Effective Date

- 25.1 This Agreement shall become effective upon approval by the City Council of the City of Napa, and upon being signed by the Mayor and the representatives of the Management Unit; provided, however, that unless otherwise specified herein, upon being signed, the effective date of this Memorandum of Understanding shall be July 1, 2007.
- 25.2 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.

Section 26. Future Negotiations

Both Parties shall commence the meet and confer process during the first week of September 2010 with respect to an MOU to take effect January 1, 2011.

Section 27. Automobile Allowance

In lieu of utilizing a pool vehicle provided by the City, an employee may choose to opt for an auto allowance of two hundred seventy five dollars (\$275.00) per month. If there is a change to the City's Travel Policy during the term of the MOU resulting in an increase for those employees eligible for the \$275 allowance, the same increase will apply to NPOA-Mid members. An employee choosing this option will be responsible for maintenance and insurance of his or her vehicle. The employee may

This Memorandum of Understanding is executed at Napa, California, by the City of Napa on this 22^d day of September, 2008 and by the Management Unit of the Napa Police Department this 22^d day of September, 2008.

CITY OF NAPA:

Jill Techel
(Signature)
JILL TECHEL, Mayor

ATTEST:

SARA COX 9.22.8
(Signature)
for SARA COX, City Clerk

COUNTERSIGNED:

Scott Nielsen
(Signature)
SCOTT NIELSEN, City Auditor

APPROVED AS TO FORM:

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

MANAGEMENT UNIT OF THE NAPA POLICE DEPARTMENT:

[Signature]
(Signature)
[Signature]
(Signature)

Andren Heist
(Signature)

EXHIBIT A
(Page 1 of 1)

JULY 1, 2007

	<u>Sgt</u>	<u>Commander</u>
Top Step Base Salary	8,780.00	11,702.45
Subtotal (Base Salary)	8,780.00	11,702.45
Bilingual Pay (2% top step officer)	143.47	
Uniform Pay	46.33	46.33
Holiday Pay (based on top step salary)	455.68	607.36
2.5% Cost-share (included in PERSable for differential analysis)	219.50	
<u>Educational Pay</u>		
ED 2	164.60	
Post 3	255.50	
Post Supervisory Cert (based on top step salary)		351.07
Post Management Cert (based on top step salary)		526.61
Subtotal (Other PERSable)	1,285.08	1,531.37
TOTAL	10,065.08	13,233.82
		<u>CMDR vs. SGT</u>
	% increase to base	7.50%
	PERSable Differential	31.48%

JANUARY 1, 2008

	<u>Sgt</u>	<u>Commander</u>
Top Step Base Salary	9,555.06	12,691.31
Subtotal (Base Salary)	9,555.06	12,691.31
Bilingual Pay (2% top step officer)	154.95	
Uniform Pay	46.33	46.33
Holiday Pay (based on top step salary)	495.91	658.68
2.5% Cost-share (included in PERSable for differential analysis)	238.88	
<u>Educational Pay</u>		
ED 2	164.60	
Post 3	255.50	
Post Supervisory Cert (based on top step salary)		380.74
Post Management Cert (based on top step salary)		571.11
Subtotal (Other PERSable)	1,356.16	1,656.85
TOTAL	10,911.22	14,348.16
		<u>CMDR vs. SGT</u>
	% increase to base	8.45%
	PERSable Differential	31.50%