

SIDE LETTER NO.2  
TO AGREEMENT NO. C2019 179 BETWEEN  
THE CITY OF NAPA  
THE NAPA CITY FIREFIGHTERS ASSOCIATION

The City of Napa ("City") and the Napa City Firefighters Association ("NCF") are parties to a Memorandum of Understanding ("MOU") with a term of July 1, 2018 through June 30, 2021. The parties are committed to maintaining cooperative labor relations, including discussions over matters outside of the MOU now and in the future.

The parties hereby agree to interpret and implement the MOU as described in this Side Letter No. 2.

1. The Tentative Agreement dated June 7, 2018 included "Notes" for Section 3.5 - Specialty Pay that were not included in the final executed MOU. These "Notes" have since been deemed essential to administering the specialty pay assignments for the Department. Both parties acknowledge that each ratified/adopted the MOU with the intent to include the missing language.
2. The parties hereby agree to interpret Section 3.5 of the MOU to include the terms set forth in subsections (a) through (d), below. All terms and conditions set forth in the MOU which are not specifically modified by this Amendment shall remain in full force and effect.
  - a) Specialty pays are additive up to a maximum of 6% of member's monthly base salary.
  - b) All employees receiving specialty pay are subject to bid restriction (shift and station), and the Department may transfer individuals receiving specialty pay for the good of the Department.
  - c) Employees remain responsible for completing any and all training required to meet and maintain the qualifications for appointment to specialty positions. Initial training is considered "attendance at training facilities and schools which is not required by the Napa Fire Department" for purposes of Section 4.4.
  - d) Chief will evaluate all specialty team composition prior to October 1, 2019. Thereafter, the Chief may evaluate specialty team composition every five (5) years.
3. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute the Amendment on behalf of the respective legal entities of NCF and the City. Therefore, the agreements documented in this Side Letter No. 2 are approved by the parties on the dates set forth below.

Dated: ~~April~~ <sup>May</sup> 1, 2020

By:

  
Fran Robustelli, Assistant City Manager  
City of Napa

Dated: April 30, 2020

By:

  
Mitchell Caldwell, President  
Napa City Firefighters Association

**ATTEST:**

  
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TIFFANY CARRANZA, City Clerk

**APPROVED AS TO FORM:**

  
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MICHAEL W. BARRETT, City Attorney